

ADMINISTRATIVE CONSENT AGREEMENT

This ADMINISTRATIVE CONSENT AGREEMENT (the “Agreement”) is entered into this ____ day of August, 2026 (the “Effective Date”), by and between Pub Ciao, LLC (d/b/a Blaze Blue Hill), whose mailing address is P.O. Box 824, Blue Hill, Maine 04614 (“Blaze”), and the TOWN OF BLUE HILL, a Maine municipal corporation, whose mailing address is 18 Union Street, Blue Hill, Maine 04614 (the “Town”).

RECITALS

WHEREAS, Blaze is a tenant of a parcel of land located at 66 Main Street in Blue Hill, Maine, identified on the Town’s tax records as Tax Map 16, Lot 41, whose owner of record is the John B. Warren & Kathryn N. Warren Trust (the “Warren Trust”); and

WHEREAS, the Warren Trust is the owner of record of an adjacent parcel of land identified on the Town’s tax records as Tax Map 16, Lot 42 (together with Lot 41, the “Subject Property”).

WHEREAS, the Subject Property is developed with the following structures as of the Effective Date:

- On Lot 41: A roughly 56x33-foot structure with an addition presently used and known as the Blaze Restaurant, including an attached 16x25-foot deck with a ramp fronting Main Street, a 13x13-foot open patio/deck located behind the restaurant (collectively, the “Restaurant”), and a 20x30-foot patio and retaining wall to accommodate picnic tables behind the Restaurant (the “Gravel Pad”); and
- On Lot 42: A roughly 85x30-foot storage building (the “Storage Building”), surrounded along the front, side, and back with paved and gravel parking areas of approximately 12,675 square feet; and

WHEREAS, from 2021 to 2025, Blaze constructed or installed the following structures and features on the Subject Property:

- On Lot 41: A 160-square foot structure containing a pizza oven and outdoor kitchen with an attached canopy and steps (the “Pizza Oven/Kitchen”), an 11x17-foot detached outdoor bar straddling the property line between Lot 41 and Lot 42 (the “Bar”), and a 4x10-foot commercial meat smoker (the “Smoker”)¹; and
- On Lot 42: A 14x18-foot three-walled and roofed stage for live music performances (the “Stage”); and

WHEREAS, Blaze contends that it was advised by a former code enforcement officer of the Town that the construction or installation of the Pizza Oven/Kitchen, the Bar, the Smoker, and the Stage did not require any Town permits; and

WHEREAS, no applications were submitted to the Town or permits issued by the Town in connection with these structures and features; and

¹ In addition, sometime after May of 2018, the owner or occupant of the Subject Property appears to have installed various impervious surfaces in the corridor of land between the Restaurant and the Storage Building, as well as signage and privacy fencing

WHEREAS, on October 14, 2025, at a public hearing concerning Blaze's application for a liquor license renewal and a special amusement permit for the live music events, at which the representative of Blaze was present, the municipal officers stated that it appeared that Blaze had failed to obtain necessary permits for development at the Subject Property, and voted to approve renewal of the liquor license and issue the special amusement permit on the condition that Blaze come into full compliance with Town ordinances and obtain permits for all unpermitted structures by March 31, 2026 (the "License Condition"); and

WHEREAS, Blaze did not timely comply with the License Condition; and

WHEREAS, the Code Enforcement Officer of the Town (the "CEO") issued to Blaze and the Warren Trust a Notice of Violation and Order to Correct dated July 8, 2026, attached hereto and made a part hereof as Attachment A (the "NOV"), which identifies various land use violations of the Town's Shoreland Zoning Ordinance, Floodplain Management Ordinance, Commercial Site Plan Review Ordinance, and Notice of Intent to Alter or Construct Buildings Ordinance (collectively, the "Town's Ordinances") at the Subject Property and ordering abatement of the violations by July 20, 2026; and

WHEREAS, Blaze did not timely comply with the abatement order in the NOV, and maintains that (i) construction of the Pizza Oven/Kitchen and the Bar occurred in 2021 under the supervision and verbal authorization of the Town's former code enforcement officer; (ii) the Smoker is not a structure and does not require any municipal permit or notice filing; and (iii) the Stage is a temporary structure placed on a previously-impervious area which does not require any municipal permit or notice filing; and

WHEREAS, there exists a genuine dispute of facts about Blaze's compliance with the Town's Ordinances and the parties desire to resolve the dispute by mutual agreement; and

WHEREAS, the Town is willing to forbear from bringing a land use enforcement action against Blaze and the Warren Trust, provided that the terms set forth in this Agreement are timely met.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. By September 1, 2026, Blaze will obtain and provide the Town's CEO with a professional opinion regarding the classification of the Mill Stream adjacent to the Subject Property to determine whether it qualifies as a coastal wetland, as that term is defined in the Town's Shoreland Zoning Ordinance.
2. By September 1, 2026, Blaze will provide the Town with verification that the Pizza Oven/Kitchen structure was constructed within the footprint of a former deck in that location on the Property and a legal opinion that the Pizza Oven/Kitchen is in compliance with all of the requirements of the Town's Ordinances. If Blaze cannot provide such verification and legal opinion, Blaze will remove the Pizza Oven/Kitchen structure by October 1, 2026.
3. By September 1, 2026, Blaze will provide the Town with calculations and a survey prepared by a professional land surveyor identifying (a) the acreage of Lot 41 and the acreage of Lot 42, (b) the location of the property boundary lines of Lot 41 and Lot 42, and (c) the surface area (in square feet) and percentage of non-vegetated surfaces on each of Lot 41 and Lot 42 (x) before May 23, 1994 (the date the Shoreland Zoning Ordinance was originally adopted), (y) before April 5, 2021 (the date that Blaze entered into a lease agreement for a portion of the Subject Property), and (z) as of the Effective Date.

4. By September 1, 2026, Blaze will provide the Town with an inventory of all structures constructed and improvements made by Blaze to the Subject Property. The inventory must identify which structures and improvements fall within the qualifications for reporting under the Notice of Intent to Alter or Construct Buildings Ordinance, and which ones do not.
5. Following the collection of information pursuant to Paragraphs 1-4, above, and no later than September 8, 2026, Blaze will submit to the Town's CEO a compliance plan that identifies the methods by which Blaze will bring the Subject Property into full compliance with the Town's Ordinances, including but not limited to maximum non-vegetated area and shoreland and property line setback requirements (the "Compliance Plan"). The Compliance Plan must include, at minimum, the following provisions:
 - a. Blaze agrees to file **complete** after-the-fact notices, as required by the Town's Notice of Intent to Alter or Construct Buildings Ordinance, and after-the-fact permit applications, as required by the Town's Shoreland Zoning Ordinance, Floodplain Management Ordinance, and Commercial Site Plan Review Ordinance, for all structures and activities that were constructed or installed after April 5, 2021 and are allowed to remain on the Subject Property pursuant to the Town's Ordinances. Blaze understands and acknowledges that it is responsible for ensuring all such notices and permit applications are complete and that they must be submitted to the Town's CEO well in advance of the September 8, 2026 compliance deadline to afford the Town's CEO time to review them and to afford Blaze time to make corrections, supplemental filings, and any other necessary adjustments to ensure all applications submitted are complete ahead of the deadline.
 - b. To the extent the Pizza Oven/Kitchen, Bar, Stage, Smoker, or any other structures or improvements installed on or after April 5, 2021 must be removed or relocated to another portion of the Subject Property in order to bring them into full compliance with the Town's Ordinances, Blaze will include in the Compliance Plan a detailed proposal for the removal or relocation of these structures and improvements. Any such removal or relocation must occur by October 1, 2026.
 - c. Blaze commits to timely payment to the Town of the costs and penalties set forth in Paragraph 8, below.
6. The Town's CEO, in consultation with the Town Attorney, will review and approve the Compliance Plan. Blaze will complete all actions required in the Town-approved Compliance Plan by October 1, 2026.
7. If Blaze and the Town's CEO cannot agree to the terms of the Compliance Plan pursuant to Paragraph 6, if Blaze otherwise fails to comply with the terms of this Agreement, if Blaze fails to obtain CEO or Planning Board approvals to the extent such approvals are required by the Town's Ordinances for any structures or improvements installed on or after April 5, 2021, or if the Maine Department of Environmental Protection does not consent to the terms of this Agreement or the Compliance Plan, this Agreement shall become null and void and of no further force or effect, and the Town reserves the right to file a judicial enforcement action against Blaze and the Warren Trust.
8. Blaze shall provide payment to the Town in an amount equal to the sum of (a) all reasonable attorney's fees incurred by the Town in relation to the NOV issued to Blaze and the settlement thereof, and (b) a penalty in the amount determined in the Compliance Plan, which shall be not less than \$5,000 and not greater than \$15,000. Blaze agrees to make a payment of \$5,000 to the Town as of the Effective Date of this Agreement, with the remainder of the payment due October 1, 2026.

9. Blaze acknowledges that it has reviewed this Agreement and understands the requirements and terms set forth herein.
10. By entering into this Agreement, the Town does not waive or otherwise relinquish its land use enforcement authority over any violations or activities that may now or hereafter exist on the Subject Property, other than those specifically described in the NOV and the Town-approved Compliance Plan.

[SIGNATURE PAGES FOLLOW]

TOWN OF BLUE HILL

By:

A majority of the municipal officers of the Town of Blue Hill

State of Maine
Hancock, ss

August __, 2026

Personally appeared before me the above-named _____, _____,
_____, _____, and _____, in their capacity as
municipal officers of the Town of Blue Hill, thereunto duly authorized, and acknowledged the foregoing
instrument to be their free act and deed in his said capacity and the free act and deed of the Town of Blue
Hill.

Notary Public/Attorney at Law

PUB CIAO, LLC (D/B/A BLAZE BLUE HILL)

By:

Matthew Haskell, Manager

State of Maine
Cumberland, ss

August __, 2026

Personally appeared before me the above-named Matthew Haskell, in his capacity as Manager of Pub Ciao, LLC (d/b/a Blaze Blue Hill), thereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Pub Ciao, LLC (d/b/a Blaze Blue Hill).

Notary Public/Attorney at Law

SEEN AND AGREED TO:
JOHN B. WARREN & KATHRYN N. WARREN TRUST

By:

John B. Warren, Trustee

State of Maine
Cumberland, ss

August __, 2026

Personally appeared before me the above-named John B. Warren, in his capacity as Trustee of the John B. Warren & Kathryn N. Warren Trust, thereunto duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of John B. Warren & Kathryn N. Warren Trust.

Notary Public/Attorney at Law