

# Major Subdivision Preliminary Plan Application

To the Town of Windham

## Cross Ridge Subdivision

Cross Ridge Drive and Lockland Drive  
Windham, Maine

**Applicants:**

PTG Properties Inc, Peter Gilman, Tammy Gilman  
Emily Gilman, Anna Gilman, Michael Gilman, Kyle Gillman  
75 Lockland Drive  
Windham, ME 04062

**Prepared By:**

DM Roma Consulting Engineers  
PO Box 1116  
Windham, ME 04062



CONSULTING ENGINEERS

---

## ***TABLE OF CONTENTS***

---

MAJOR PRELIMINARY SUBDIVISION APPLICATION TO TOWN OF WINDHAM  
CROSS RIDGE SUBDIVISION

SECTION 1	APPLICATION FORM & SUBMISSION CHECKLIST
SECTION 2	PROJECT NARRATIVE
SECTION 3	WAIVER REQUESTS
SECTION 4	CERTIFICATE OF CORPORATE GOOD STANDING
SECTION 5	EVIDENCE OF RIGHT, TITLE OR INTEREST
SECTION 6	EXISTING DEED RESTRICTIONS, EASEMENTS OR COVENANTS
SECTION 7	OWNERSHIP AND MAINTENANCE OF ROADWAYS AND FIRE CISTERNS
SECTION 8	PROPOSED DEED RESTRICTIONS, EASEMENTS OR COVENANTS
SECTION 9	STORMWATER MANAGEMENT & MDEP PERMITTING
SECTION 10	FINANCIAL CAPACITY
SECTION 11	MONUMENTATION
SECTION 12	SITE VICINITY MAP

---

## *SECTION 1*

---

### APPLICATION FORM & SUBMISSION CHECKLIST



## MAJOR SUBDIVISION - PRELIMINARY PLAN - REVIEW APPLICATION

<b>FEEES FOR MAJOR SUBDIVISION PRELIMINARY PLAN REVIEW</b>	<b>APPLICATION FEE:</b> + EACH LOT > 10 = \$300/LOT <input type="checkbox"/> \$1,300.00 <input type="checkbox"/> \$ _____	<b>AMOUNT PAID:</b> \$ _____  <b>DATE:</b> _____	
	<b>REVIEW ESCROW:</b> Up to 10 Lots = \$2,500 11 – 15 Lots = \$3,000 16 – 30 Lots = \$4,000 30 + Lots = \$5,000 <input type="checkbox"/> \$ _____	<i>Office Use:</i> _____ <i>Office Stamp:</i> _____	

<b>PROPERTY DESCRIPTION</b>	Parcel ID	Map(s) #	Lot(s) #				Zoning District(s)	Total Land Area SF:			
	# Lots/dwelling units:	Total Distr. >1Ac.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Y	<input type="checkbox"/>	N	Est. Road Length(ft):	
	Physical Address							Watershed:			

<b>PROPERTY OWNER'S INFORMATION</b>	Name	Peter Gilman, Tammy Gilman, Anna Gilman, Emily Gilman Kyle Gilman, Michael Gilman & PTG Properties Inc.	Name of Business	
	Phone	650 - 8909	Mailing Address:	75 Lockland Drive
	Fax or Cell			Windham, ME 04062
	Email	Tammy@ptgproperties.com		

<b>APPLICANT'S INFORMATION (IF DIFFERENT FROM OWNER)</b>	Name	Same as Owner	Name of Business:	
	Phone		Mailing Address	
	Fax or Cell			
	Email			

<b>APPLICANT'S AGENT INFORMATION</b>	Name	Dustin Roma	Name of Business	DM Roma Consulting Engineers
	Phone	591 - 5055	Mailing Address	PO Box 1116
	Fax or Cell	310 - 0506		Windham, ME 04062
	Email	dustin@dmroma.com		

<b>PROJECT INFORMATION</b>		<b>Existing Land Use (Use extra paper, if necessary):</b> Undeveloped lots accessed by existing road
		<b>Provide a narrative description of the Proposed Project (Use extra paper, if necessary):</b> Subdivision to create 8 lots for single-family residential use
		<b>Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):</b> No substantial constraints

# MAJOR SUBDIVISION - PRELIMINARY PLAN - REVIEW APPLICATION REQUIREMENTS

## Section 910 of the Land Use Ordinance

The submission shall contain, five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission unless a waiver of a submission requirement is granted.

<p><b>The Major Plan document/map:</b></p> <p>A) Plan size: 24" X 36"</p> <p>B) Plan Scale: No greater 1":100'</p> <p>C) Title block: Applicant's name and address</p> <ul style="list-style-type: none"> <li>• Name of the preparer of plans with professional information</li> <li>• Parcel's tax map identification (map and lot) and street address, if available</li> </ul>	<ul style="list-style-type: none"> <li>• Complete application submission deadline: three (3) weeks before the desired Staff Review Committee meeting.                             <ul style="list-style-type: none"> <li>- Five copies of the application and plans</li> <li>- Application Payment and Review Escrow</li> </ul> </li> <li>• A pre-submission meeting with the Town staff is required.</li> <li>• Contact information:                             <ul style="list-style-type: none"> <li>Windham Planning Department (207) 894-5960, ext. 2</li> <li>Steve Puleo, Town Planner <a href="mailto:sipuleo@windhammaine.us">sipuleo@windhammaine.us</a></li> <li>Amanda Lessard, Planning Director <a href="mailto:allessard@windhammaine.us">allessard@windhammaine.us</a></li> </ul> </li> </ul>
--	--

## APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SUBDIVISION REVIEW

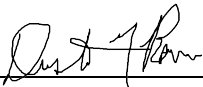
<p><b><u>SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.</u></b></p> <p><i>The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 907.B., 910.C., &amp; 911. Due to projects specifics, are required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).</i></p>	<p><b><u>IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.</u></b></p> <p><i>Staff recommends the applicant provide a proposed construction schedule, a draft Homeowner's Association (HOA) documentation, public open space to be provided, and written offers of cession to the Town, and/or road maintenance agreement with at the Preliminary Plan application submission.</i></p>
--	---

Major Subdivision Preliminary Plan Submission Requirements:			Major Subdivision Preliminary Plan Submission Requirements (Continued):	Applicant	Staff
<b>A. Mandatory Written Information submitted in a bound format:</b>	<b>Applicant</b>	<b>Staff</b>	6. Vicinity plan showing the area within 250 feet, to include:	<input type="checkbox"/>	<input type="checkbox"/>
1. A fully executed application form, signed by a person with right, title, or interest in the property or Authorized Agent.	<input type="checkbox"/>	<input type="checkbox"/>	i. approximate location of all property lines and acreage of parcels.	<input type="checkbox"/>	<input type="checkbox"/>
2. Evidence of payment of the application and escrow fees.	<input type="checkbox"/>	<input type="checkbox"/>	ii. locations, widths, and names of existing, filed, or proposed streets, easements, or building footprints.	<input type="checkbox"/>	<input type="checkbox"/>
3. Proposed name of the Subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	iii. location and designations of any public spaces.	<input type="checkbox"/>	<input type="checkbox"/>
4. Verification of right, title, or interest in the property, and any abutting property, by deed, purchase and sales agreement, option to purchase, or some other proof of interest.	<input type="checkbox"/>	<input type="checkbox"/>	iv. outline of the proposed subdivision, together with its street system and an indication of future probably street system, if the proposed subdivision encompasses only part of the applicant's entire property.	<input type="checkbox"/>	<input type="checkbox"/>
5. Copy(ies) of the most recently recorded deed for the parcel, along with a copy(ies) of all existing deed restrictions, easements, rights-of-way, or some other proof of interest.	<input type="checkbox"/>	<input type="checkbox"/>	7. Standard boundary survey of the parcel, including all contiguous land in common ownership within the last 5 years.	<input type="checkbox"/>	<input type="checkbox"/>
6. Copy(ies) of any existing and/or proposed covenants, deed restrictions intended to cover all or part of the lots or dwellings in the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	8. Existing and proposed street names, pedestrian ways, lot easements, and areas to be reserved or dedicated to public use.	<input type="checkbox"/>	<input type="checkbox"/>
7. Copy(ies) of any existing or proposed easements on the property	<input type="checkbox"/>	<input type="checkbox"/>	9. Contour lines at 2-foot intervals, or intervals required by the Board, showing elevations to the required datum.	<input type="checkbox"/>	<input type="checkbox"/>
8. Name, registration number, and seal of Maine Licensed Professional Land Surveyor who conducted the survey.	<input type="checkbox"/>	<input type="checkbox"/>	10. Typical cross-sections of the proposed grading for roadways, sidewalks, etc., including width, type of pavement, elevations, and grades.	<input type="checkbox"/>	<input type="checkbox"/>
9. Name, registration number, and seal of the licensed professional who prepared the plan (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10. An indication of the type of sewage disposal to be used in the subdivision.			11. Wetland areas shall be delineated on the survey. If none, please note.	<input type="checkbox"/>	<input type="checkbox"/>
i. If connecting to the public sewer, provide a letter from Portland Water District stating the District can collect and treat the wastewater	<input type="checkbox"/>	<input type="checkbox"/>	12. The number of acres within the proposed subdivision, location of property lines, existing buildings, vegetative cover type, specimen trees, if present, and other essential existing physical features.	<input type="checkbox"/>	<input type="checkbox"/>

Mandatory Written Information submitted in a bound format (continued):	Applicant	Staff				
			13. Rivers, streams, and brooks within or adjacent to the proposed subdivision. If any portion of the proposed subdivision is in the direct watershed of a great pond, note which great pond.	<input type="checkbox"/>	<input type="checkbox"/>	
ii. If using subsurface wastewater disposal systems (septic), submit test pit analyses prepared by a Maine Licensed Site Evaluator or Certified Soil Scientist. Test pit locations must be shown on a map.	<input type="checkbox"/>	<input type="checkbox"/>	14. Rivers, streams, and brooks within or adjacent to the proposed subdivision. If any portion of the proposed subdivision is in the direct watershed of a great pond, note which great pond.	<input type="checkbox"/>	<input type="checkbox"/>	
11. Indicate the type of water supply system(s) to be used in the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	15. Location & size of existing and proposed sewers, water mains, culverts, bridges, and drainage ways on or adjacent to the property to be subdivided. The Board may require this information to be depicted via cross-section, plan, or profile views.	<input type="checkbox"/>	<input type="checkbox"/>	
12. If connecting to public water, submit a written statement from the Portland Water District indicating there is adequate supply and pressure for the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	16. Location, names, and present width of existing streets, highways, easements, building lines, parks, and other open spaces on or adjacent to the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	
13. Names and addresses of the record owner, applicant, and adjoining property owners.	<input type="checkbox"/>	<input type="checkbox"/>	17. Location and widths of any streets, public improvements, or open space within the subdivision (if any) are shown on the official map and the comprehensive plan.	<input type="checkbox"/>	<input type="checkbox"/>	
14. An acceptable title opinion proving the right of access to the proposed subdivision or site for any property proposed for development on or off a private way or private road.	<input type="checkbox"/>	<input type="checkbox"/>	18. All parcels of land proposed to be dedicated to public use and the conditions of such dedication.	<input type="checkbox"/>	<input type="checkbox"/>	
15. The name and contact information for the road association whose private way or road is used to access the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	19. Location of any open space to be preserved or common areas to be created, and general description of proposed ownership, improvement, and management	<input type="checkbox"/>	<input type="checkbox"/>	
16. Financial Capacity. Estimated costs of development, and an itemization of major costs.			20. Approximate location of treeline after development.	<input type="checkbox"/>	<input type="checkbox"/>	
i. Estimated costs of development, and an itemization of major costs.	<input type="checkbox"/>	<input type="checkbox"/>	21. Delineate boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the Town's Flood Insurance Rate Map.	<input type="checkbox"/>	<input type="checkbox"/>	
			22. Show any areas within or adjacent to the proposed subdivision which has been identified by the Maine Department of Inland Fisheries and Wildlife "Beginning with Habitat project maps or within the Comprehensive Plan.	<input type="checkbox"/>	<input type="checkbox"/>	
ii. Financing - provide one of the following:	<input type="checkbox"/>	<input type="checkbox"/>	23. Show areas within or adjacent to the proposed subdivision which is either listed on or eligible for the National Register of Historic Places, or have been identified in the comprehensive plan or by the Maine Historic Preservation Commission as sensitive or likely to contain such sites.	<input type="checkbox"/>	<input type="checkbox"/>	
a. Letter of commitment to funding from a financial institution, governmental agency, or other funding agency.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
b. Annual corporate report with explanatory material showing the availability of liquid assets to finance development	<input type="checkbox"/>	<input type="checkbox"/>		24. Erosion & Sedimentation control plan, prepared by MDEP Stormwater Law Chapter 500 Basic Standards, and the MDEP Maine Erosion and Sediment Control Best Management Practices, published March 2003.	<input type="checkbox"/>	<input type="checkbox"/>
c. Bank statement showing the availability of funds if personally financing development	<input type="checkbox"/>	<input type="checkbox"/>		25. A stormwater management plan, prepared by a Maine licensed Professional Engineer by the most recent edition of Stormwater Management For Maine: BMPS Technical Design Manual, published by the MDEP 2006.	<input type="checkbox"/>	<input type="checkbox"/>
d. Cash equity commitment.	<input type="checkbox"/>	<input type="checkbox"/>				
e. Financial plan for remaining financing.	<input type="checkbox"/>	<input type="checkbox"/>	26. For Cluster Subdivisions that do not maximize the development potential of the property being subdivided, a conceptual master plan for the remaining land showing future roads, Open Space, and lot layout, consistent with the requirements of 911.K., Cluster Developments will be submitted.	<input type="checkbox"/>	<input type="checkbox"/>	
f. Letter from financial institution indicating an intention to finance.	<input type="checkbox"/>	<input type="checkbox"/>	<b>C. Submission information for which a waiver may be granted.</b>	<b>Applicant</b>	<b>Staff</b>	
iii. If a corporation, Certificate of Good Standing from the Secretary of State	<input type="checkbox"/>	<input type="checkbox"/>	1. High-intensity soil survey by a Certified Soil Scientist	<input type="checkbox"/>	<input type="checkbox"/>	
			2. Landscape Plan	<input type="checkbox"/>	<input type="checkbox"/>	
2. Technical Capacity:			3. Hydrogeologic assessment - required if i) subdivision is not served by public sewer and either any part of the subdivision is over a sand and gravel aquifer or has an average density of more than one dwelling unit per 100,000 square feet, or ii) where site considerations or development design indicate the greater potential of adverse impacts on groundwater quality.	<input type="checkbox"/>	<input type="checkbox"/>	

i. A statement of the applicant's experience and training related to the nature of the development, including developments receiving permits from the Town.	<input type="checkbox"/>	<input type="checkbox"/>	a) Map showing basic soil types.	<input type="checkbox"/>	<input type="checkbox"/>	
			b) Depth to the water table at representative points	<input type="checkbox"/>	<input type="checkbox"/>	
ii. Resumes or similar documents showing experience and qualifications of full-time, permanent, or temporary staff contracted with or employed by the applicant who will design the development.	<input type="checkbox"/>	<input type="checkbox"/>	c) Drainage conditions throughout the subdivision.	<input type="checkbox"/>	<input type="checkbox"/>	
			d) Data on existing groundwater quality.	<input type="checkbox"/>	<input type="checkbox"/>	
			e) Analysis and evaluation of the effect of the subdivision on groundwater.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Name and contact information for the road association whose private way or road is used to access the subdivision (if applicable).	<input type="checkbox"/>	<input type="checkbox"/>	f) map showing the location of any subsurface wastewater disposal systems and drinking water wells within the subdivision & within 200 feet of the subdivision boundaries.	<input type="checkbox"/>	<input type="checkbox"/>	
			4. Estimate the amount and type of vehicular traffic to be generated on a daily basis and at peak hours.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B. Mandatory Preliminary Plan Information</b>		<b>Applicant</b>	<b>Staff</b>	5. Traffic Impact Analysis for subdivisions involving 28 or more parking spaces or projected to generate more than 140 vehicle trips per day.	<input type="checkbox"/>	<input type="checkbox"/>
1. Name of subdivision, date, and scale.	<input type="checkbox"/>	<input type="checkbox"/>	6. If any portion of the subdivision is in the direct watershed of a great pond.	<input type="checkbox"/>	<input type="checkbox"/>	
2. Stamp of the Maine License Professional Land Surveyor that conducted the survey, including at least one copy of the original stamped seal that is embossed and signed.	<input type="checkbox"/>	<input type="checkbox"/>	i. phosphorous impact analysis and control plan.	<input type="checkbox"/>	<input type="checkbox"/>	
			3. Stamp with the date and signature of the Maine Licensed Professional Engineer that prepared the plans.	<input type="checkbox"/>	<input type="checkbox"/>	
4. North arrow identifying all of the following: Grid North, Magnetic North, declination between Grid and Magnetic, and whether Magnetic or Grid bearings were used in the plan design.	<input type="checkbox"/>	<input type="checkbox"/>	ii. long term maintenance plan for all phosphorous control measures.	<input type="checkbox"/>	<input type="checkbox"/>	
			iii. contour lines at an interval of 2 feet.	<input type="checkbox"/>	<input type="checkbox"/>	
5. Location map showing the subdivision within the municipality.	<input type="checkbox"/>	<input type="checkbox"/>	iv. delineate areas with sustained slopes greater than 25% covering more than one acre.	<input type="checkbox"/>	<input type="checkbox"/>	
			<b>Electronic Submission</b>		<input type="checkbox"/>	<input type="checkbox"/>

The undersigned hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.



3-1-24

Dustin Roma, Authorized Agent

\_\_\_\_\_  
 APPLICANT OR AGENT'S SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 PLEASE TYPE OR PRINT THE NAME

---

## *SECTION 2*

---

### PROJECT NARRATIVE



## Section 2 – Project Narrative

Zoning:	Farm Residential
Acreage:	26.45 Acres
Tax Map:	Map 22
Tax Lots:	20-5, 23-3, 23-3B, 23-6, 23-7, 23-8, 23-9, 23-10, 23-11, 23-12
Existing Use:	Undeveloped Vacant Land
Proposed Use:	Dwelling, Single Family

The proposed subdivision is submitted for Town review and approval pursuant to an Administrative Consent Agreement between the Town of Windham and the project applicants dated January 11, 2024. The project proposes to create 8 lots intended for single-family dwelling use. All lots will utilize existing private roadways for access, frontage and utilities and there are no new roadways or roadway extensions proposed for this project.

Sentry Drive, as generally shown on the Town of Windham Tax Map 22, received Road Construction Permit approval from the Town of Windham but is not proposed to be constructed as a private way. The right-of-way for Sentry Drive will be retained by the applicant over the proposed Lot 1 to provide access to other adjacent land that the applicant owns in the Town of Gray.

The project includes the installation of two fire cisterns having a total combined volume capacity of 40,000 gallons. The cisterns will be installed underground in the general location shown on the attached plans and in general conformance with the attached details.

A pavement overlay will be installed on a portion of Cross Ridge Drive beginning at the intersection with Smith Road and extending approximately 750 feet through the intersection of Cross Ridge Drive and Lockland Drive.

---

## *SECTION 3*

---

### WAIVER REQUESTS

### **Section 3 – Waiver Requests**

The Administrative Consent Agreement provided a list of required submission items, which we have included with this application to the best of our ability. There are a number of required submission items and performance standards contained within the Land Use Ordinance which may require waivers from the Planning Board. We would like to have the opportunity to discuss these potential waiver items with the Planning Staff when we have our preliminary plan staff meeting so that we can determine the required waivers.

---

***SECTION 4***

---

**CERTIFICATE OF CORPORATE GOOD STANDING**



# MAINE

Department of the Secretary of State  
Bureau of Corporations, Elections and Commissions

## Corporate Name Search

### Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Fri Mar 01 2024 13:34:25. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
P.T.G. PROPERTIES, INC.	20010213 D	BUSINESS CORPORATION	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
07/31/2000	N/A	MAINE

**Other Names** (A=Assumed ; F=Former)  
NONE

#### Principal Home Office Address

##### Physical

##### Mailing

#### Clerk/Registered Agent

##### Physical

##### Mailing

JEROME J. GAMACHE, ESQ.  
7 OCEAN STREET

JEROME J. GAMACHE, ESQ.  
7 OCEAN STREET

SOUTH PORTLAND, ME 04106

SOUTH PORTLAND, ME 04106

[New Search](#)

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

#### Obtain additional information:

Certificate of Existence (Good Standing) [\(more info\)](#)

<a href="#">Short Form without amendments</a>	<a href="#">Long Form with amendments</a>
(\$30.00)	(\$30.00)

---

***SECTION 5***

---

**EVIDENCE OF RIGHT, TITLE OR INTEREST**

## **Section 5 – Evidence of Right, Title or Interest**

The following deeds demonstrate the ownership of the parcels of land that are included with this Subdivision Application:

- Book 28682, Page 130 – Tammy J. Gilman and Anna Gilman
- Book 28682, Page 136 – Tammy J. Gilman
- Book 28682, Page 142 – Tammy J. Gilman and Michael Gilman
- Book 28682, Page 149 – Tammy J. Gilman and Emily Gilman
- Book 28682, Page 152 – Tammy J. Gilman and Kyle Gilman
- Book 28692, Page 282 – Tammy J. Gilman and Michael Gilman
- Book 33746, Page 322 – Peter Gilman and Tammy Gilman

**WARRANTY DEED**  
(Maine Statutory Short Form)

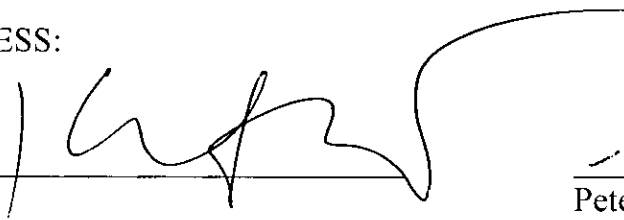
KNOW ALL PERSONS BY THESE PRESENTS, that I, **PETER S. GILMAN**, of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by **TAMMY J. GILMAN AND ANNA GILMAN**, whose mailing address is 75 Lockland Drive, Windham, ME 04062, as joint tenants, the land in the Town of ~~Gray~~, Windham, County of Cumberland and State of Maine, described as follows:


See Exhibit A hereto attached and made a part hereof.

Grantor further conveys herewith a certain Forested Buffer as required by a Department of Environmental Protection, Storm Water Permit, as attached hereto as Exhibit B.

WITNESS my hand and seal this 5 day of May, 2011.

WITNESS:

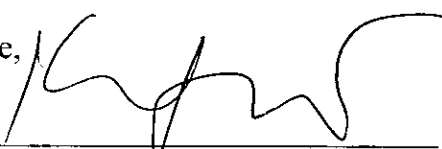
  
\_\_\_\_\_

  
\_\_\_\_\_   
Peter S. Gilman

STATE OF MAINE  
CUMBERLAND, ss.

May 5, 2011

Then personally appeared the above named Peter S. Gilman and acknowledged the foregoing instrument to be his free act and deed.

Before me,   
\_\_\_\_\_  
Attorney at Law/Notary Public  
Printed Name: FENNETH M. COLE



**EXHIBIT A**

A certain lot or parcel of land situated off the Southwesterly side of Lockland Drive on the Southeasterly side of a 50 foot wide road known as *Road 2* in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at the Westerly corner of land now or formerly of Jeffrey Florman (20,560/153) on the Northeasterly boundary of land now or formerly of the Heirs of Stillman Lamb;

Thence N 37°35'58" W along land of the said Lamb 350.00 feet to the Northerly corner of land of the said Lamb;

Thence N 52°49'42" E across land of the Grantor 69.87 feet to a point;

Thence N 39°30'27" W continuing across land of the Grantor 318.14 feet to a point on the Southeasterly side line of *Road 2*;

Thence continuing across land of the Grantor along the Southeasterly side line of the said *Road 2* following a curve to the right with a radius of 25.00 feet a distance of 26.86 feet to a point;

Thence N 50°29'33" E continuing across land of the Grantor along the Southeasterly side line of the said *Road 2* a distance of 282.67 feet to a point;

Thence S 39°30'27" E continuing across land of the Grantor 680.81 feet to a point on the Northwesterly boundary of land of the said Florman;

Thence S 50°52'52" W along land of the said Florman 386.13 feet to the point of beginning. Containing 5.36 acres.

The above described lot is conveyed subject to a storm water buffer described as follows:

Beginning at a point on the Northeasterly boundary of the above described lot, said point being located S 39°30'27" E a distance of 280.41 feet from the Northerly corner of the above described lot;

Thence S 39°30'27" E along the Northeasterly boundary of the above described lot 50.00 feet to a point;

Thence S 50°20'15" W across the above described lot 304.65 feet to a point on the Southwesterly boundary of the above described lot;

Thence N 39°30'27" W along the Southwesterly boundary of the above described lot 50.00 feet to a point;

Thence N 50°20'15" E across the above described lot 304.65 feet to the point of beginning

The above described lot is conveyed together with rights in common with others in and to the 50 foot wide road currently called *Road 2*, the 50 foot wide right of way known as Lockland Drive and the 50 foot wide right of way known as Cross Ridge Drive. All of these roads are intended to be used for any and all purposes for which a town road would be used including utilities. *Road 2* is shown on a Plan of "Homestead Lot" recorded in said Registry of Deeds in Plan Book 211, Page 75.

All bearings are referenced to Magnetic North.

This conveyance is made subject to the obligation to participate in the Road Maintenance Agreement dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26131, Page 130, subject to Declaration of Restrictions which are contained in the deed from PTG Properties, Inc. to Scott C. Hayman dated March 21, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19147, Page 106, and further subject to the obligation to join a Road Association to be formed.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

EXHIBIT "B"

FORESTED BUFFER RESTRICTIONS

WHEREAS, Grantee and Grantor (hereinafter "Declarant") desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer") described in their deed of even date included herewith, and

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

NOW, THEREFORE, the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;
- b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
  - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees " is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter of tree at 4 1/2 feet above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

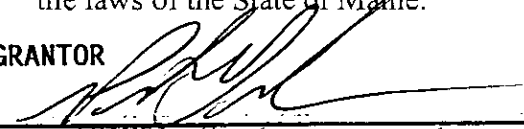
- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;
- d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;

- e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

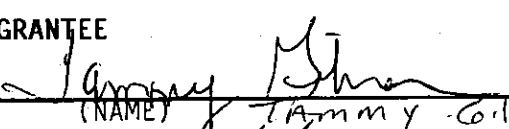
Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations; or; changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

- 2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.
- 3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
- 4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
- 5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
- 6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
- 7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

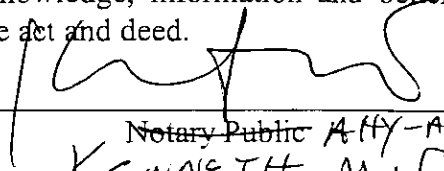
GRANTOR

  
 (NAME) PETER S. GILMAN  
 STATE OF MAINE Cumberland County,  
 (County)

GRANTEE

  
 (NAME) TAMMY GILMAN  
 (date) 5/5/11, 2011

Personally appeared before me the above named Grantor, \_\_\_\_\_, who swore to the truth of the foregoing to the best of (his/her) knowledge, information and belief and acknowledged the foregoing instrument to be (his/her) free act and deed.

  
 Notary Public AT-LAW  
KENNETH M. COLE ST

Received  
 Recorded Register of Deeds  
 May 05, 2011 02:30:30P  
 Cumberland County  
 Pamela E. Lovley

**WARRANTY DEED**  
(Maine Statutory Short Form)

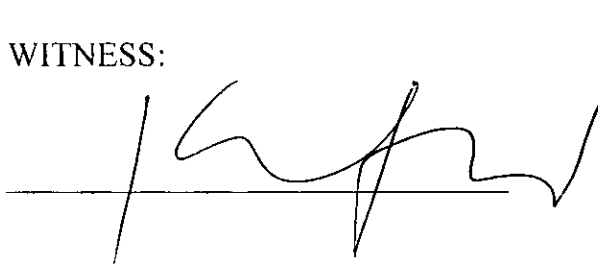
KNOW ALL PERSONS BY THESE PRESENTS, that I, **PETER S. GILMAN**, of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by **TAMMY J. GILMAN**, her heirs and assigns, whose mailing address is 75 Lockland Drive, Windham, ME 04062, the land in the Town of Windham, County of Cumberland and State of Maine, described as follows:


See Exhibit A hereto attached and made a part hereof.

Grantor further conveys herewith a certain Forested Buffer as required by a Department of Environmental Protection, Storm Water Permit, as attached hereto as Exhibit B.

WITNESS my hand and seal this 5 day of May, 2011.

WITNESS:

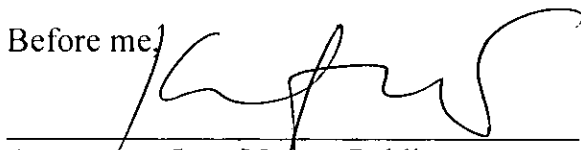
  
\_\_\_\_\_

  
Peter S. Gilman

STATE OF MAINE  
CUMBERLAND, ss.

May 5, 2011

Then personally appeared the above named Peter S. Gilman and acknowledged the foregoing instrument to be his free act and deed.

Before me:   
\_\_\_\_\_  
Attorney at Law/Notary Public  
Printed Name: Kenneth A. Cole <sup>ME</sup>

**EXHIBIT A**

A certain lot or parcel of land situated off the Southwesterly side of Lockland Drive on the Southwesterly side of a 50 foot wide road known as *Road 2* in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at the Easterly corner of land now or formerly of Jason A. Manley (21,858/206) on the Northwesterly boundary of land now or formerly of Stilman Lamb;

Thence N 39°16'36" W along land of the said Manley 259.07 feet to the Southerly corner of land now or formerly of John Caringi (26,764/21);

Thence N 50°33'00" E along land of the said Caringi 148.22 feet to the Easterly corner of land of the said Caringi;

Thence N 39°16'36" W along land of the said Caringi 50.00 feet to a point;

Thence N 03°08'48" E across land of the Grantor 155.00 feet to a point;

Thence N 82°34'38" E continuing across land of the Grantor 20.00 feet to a point on the Southwesterly side line of *Road 2*;

Thence continuing across land of the Grantor along the Southwesterly side line of the said *Road 2* following a curve to the left with a radius of 80.00 feet a distance of 300.00 feet to a point;

Thence S 39°30'27" E across land of the Grantor 318.14 feet to a point;

Thence S 52°49'42" W continuing across land of the Grantor 69.87 feet to the Northerly corner of land of the said Lamb;

Thence continuing S 52°49'42" W along land of the said Lamb 308.17 feet to the point of beginning. Containing 111,170 square feet.

The above described lot is conveyed subject to a storm water buffer described as follows:

Beginning at the Westerly corner of the above described lot;

Thence N 50°33'00" E along land of the said Caringi 55.04 feet to a point;

Thence S 89°11'20" E across the above described lot 347.08 feet to a point;

Thence N 50°20'15" E continuing across the above described lot 57.01 feet to a point on the Northeasterly boundary of the above described lot;

Thence S 39°30'27" E along the Northeasterly boundary of the above described lot 50.00 feet to the Easterly corner of the above described lot;

Thence S 52°49'42" W along the Southeasterly boundary of the above described lot 225.00 feet to a point;

Thence N 21°05'06" W across the above described lot 75.00 feet to a point;

Thence N 89°11'20" W continuing across the above described lot 230.51 feet to a point on the Northeasterly boundary of land of the said Manley;

Thence N 39°16'36" W along land of the said Manley 45.00 feet to the point of beginning.

The above described lot is conveyed together with rights in common with others in and to the 50 foot wide road currently called *Road 2*, the 50 foot wide right of way known as Lockland Drive and the 50 foot wide right of way known as Cross Ridge Drive. All of these roads are intended to be used for any and all purposes for which a town road would be used including utilities. *Road 2* is shown on a Plan of "Homestead Lot" recorded in said Registry of Deeds in Plan Book 211, Page 75.

All bearings are referenced to Magnetic North.

This conveyance is made subject to the obligation to participate in the Road Maintenance Agreement dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26131, Page 130, subject to Declaration of Restrictions which are contained in the deed from PTG Properties, Inc. to Scott C. Hayman dated March 21, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19147, Page 106, and further subject to the obligation to join a Road Association to be formed.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.



EXHIBIT "B"

FORESTED BUFFER RESTRICTIONS

WHEREAS, Grantee and Grantor (hereinafter "Declarant") desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer") described in their deed of even date included herewith, and

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

NOW, THEREFORE, the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;
- b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
  - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees " is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter of tree at 4 1/2 feet above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;
- d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;



**WARRANTY DEED**  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that I, **PETER S. GILMAN**, of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by **TAMMY J. GILMAN AND MICHAEL GILMAN**, whose mailing address is 75 Lockland Drive, Windham, ME 04062, as joint tenants, the land in the Town of Windham, County of Cumberland and State of Maine, described as follows:

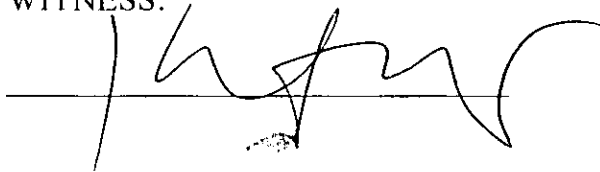
See Exhibit A hereto attached and made a part hereof.

The premises described in said Exhibit A is subject to that certain Declaration of Stormwater and Wet Pond Easements recorded in the Cumberland County Registry of Deeds in Book 28612, Page 211.

Grantor further conveys herewith a certain Forested Buffer as referred by a Department of Environmental Protection, Storm Water Permit, as attached hereto as Exhibit B.

WITNESS my hand and seal this 5 day of May, 2011.

WITNESS:



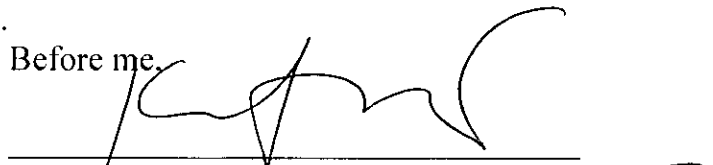
  
Peter S. Gilman

STATE OF MAINE  
CUMBERLAND, ss.

May 5, 2011

Then personally appeared the above named Peter S. Gilman and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
Attorney at Law/Notary Public  
Printed Name: Kenneth M Cole

**EXHIBIT A**

A certain lot or parcel of land situated off the Southwesterly side of Lockland Drive on the Northwesterly side of a 50 foot wide road known as *Road 2* in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at the Easterly corner of land now or formerly of Judson F. Smith, II (24,697/118) and the Southeasterly corner of land now or formerly of Michael Flibbert (25,095/188);

Thence N 05°09'01" W along land of the said Flibbert 323.02 feet to a point;

Thence S 39°30'27" E across land of the Grantor 420.93 feet to a point on the Northwesterly side line of *Road 2*;

Thence S 50°29'33" W continuing across land of the Grantor along the Northwesterly side line of the said *Road 2* a distance of 282.67 feet to a point;

Thence Westerly continuing across land of the Grantor along the Northwesterly side line of *Road 2* following a curve to the right having a radius of 25.00 feet a distance of 26.86 feet to a point;

Thence continuing Westerly across land of the Grantor along the Northwesterly side line of *Road 2* following a curve to the left having a radius of 80.00 feet a distance of 123.24 feet to a point;

Thence S 82°34'38" W continuing across land of the Grantor 20.00 feet to a point;

Thence S 03°08'48" W continuing across land of the Grantor 155.00 feet to a point on the Northeasterly boundary of land now or formerly of John Caringi (26,764/21);

Thence N 39°16'36" W along land of the said Caringi 210.00 feet to a 5/8" capped rebar found set in the ground at the Southerly corner of land of the said Smith;

Thence N 50°18'03" E along the Southeasterly boundary of land of the said Smith 349.78 feet to the point of beginning. Containing 100,355 square feet.

The above described lot is conveyed subject to a storm water buffer described as follows:

Beginning at the point of beginning of the above described lot;

Thence N 05°09'01" W along land of the said Flibbert 101.86 feet to a point;

Thence N 36°05'05" E across the above described lot 128.86 feet to a point on the Northeasterly boundary of the above described lot;

Thence S 39°30'27" E along the Northeasterly boundary of the above described lot 50.90 feet to a point;

Thence S 12°02'22" E across the above described lot 32.52 feet to a point;

Thence S 29°57'44" W continuing across the above described lot 173.99 feet to a point;

Thence S 49°32'28" E continuing across the above described lot 25.75 feet to a point;

Thence S 50°18'03" W continuing across the above described lot 213.00 feet to a point;

Thence S 02°12'26" W continuing across the above described lot 62.27 feet to a point on the Southeasterly boundary of the above described lot;

Thence S 03°08'48" W along the Southeasterly boundary of the above described lot 155.00 feet to a point on the Northeasterly boundary of land of the said Caringi;

Thence N 39°16'36" W along land of the said Caringi 85.20 feet to a point;

Thence N 08°10'52" E across the above described lot 33.42 feet to a point;

Thence N 04°25'19" W continuing across the above described lot 89.27 feet to a point;

Thence N 09°02'59" E continuing across the above described lot 44.75 feet to a point on the Southeasterly boundary of land of the said Smith;

Thence N 50°18'03" E along the Southeasterly boundary of land of the said Smith 240.71 feet to the point of beginning.

The above described lot is conveyed subject to a drainage easement described as follows:

Beginning at the Easterly corner of the above described lot;

Thence S 50°29'33" W along the Southeasterly boundary of the above described lot and the Northwesterly side line of the said *Road 2* a distance of 15.00 feet to a point;

Thence N 39°30'27" W across the above described lot 190.67 feet to a point;

Thence N 12°02'22" W continuing across the above described lot 32.52 feet to a point on the Northeasterly boundary of the above described lot;

Thence S 39°30'27" E along the Northeasterly boundary of the above described lot 219.52 feet to the point of beginning.

The above described lot is conveyed together with rights in common with others in and to the 50 foot wide road currently called *Road 2*, the 50 foot wide right of way known as Lockland Drive and the 50 foot wide right of way known as Cross Ridge Drive. All of these roads are intended to be used for any and all purposes for which a town road would be used including utilities. *Road 2* is shown on a Plan of "Homestead Lot" recorded in said Registry of Deeds in Plan Book 211, Page 75.

All bearings are referenced to Magnetic North.

This conveyance is made subject to the obligation to participate in the Road Maintenance Agreement dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26131, Page 130, subject to Declaration of Restrictions which are contained in the deed from PTG Properties, Inc. to Scott C. Hayman dated March 21, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19147, Page 106, and further subject to the obligation to join a Road Association to be formed.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

EXHIBIT "B"

FORESTED BUFFER RESTRICTIONS

WHEREAS, Grantee and Grantor (hereinafter "Declarant") desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer") described in their deed of even date included herewith, and

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

NOW, THEREFORE, the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.



1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;
- b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
  - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees " is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter of tree at 4 1/2 feet above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;


- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;
- d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;

- e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

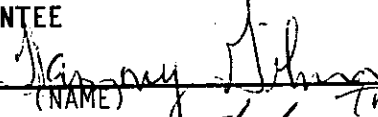
Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.
3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

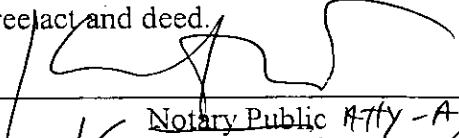
GRANTOR

  
 (NAME) PETER S. COLMAN  
 STATE OF MAINE Cumberland County,  
 County)

GRANTEE

  
 (NAME) TAMMY COLMAN  
 (date) 5/5/11, 20\_\_

Personally appeared before me the above named Grantor, \_\_\_\_\_, who swore to the truth of the foregoing to the best of (his/her) knowledge, information and belief and acknowledged the foregoing instrument to be (his/her) free act and deed.

  
 Notary Public ATTY-AT-LAW  
KENNETH M. COLE

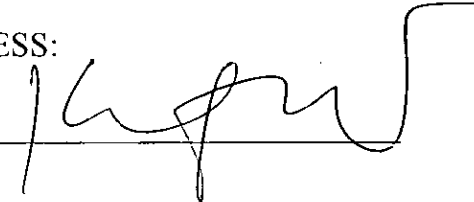
**WARRANTY DEED**  
(Maine Statutory Short Form)


KNOW ALL PERSONS BY THESE PRESENTS, that I, **PETER S. GILMAN**, of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by **TAMMY J. GILMAN AND EMILY GILMAN**, whose mailing address is 75 Lockland Drive, Windham, ME 04062, as joint tenants, the land in the Town of Windham, County of Cumberland and State of Maine, described as follows:

See Exhibit A hereto attached and made a part hereof.

WITNESS my hand and seal this 5 day of May, 2011.

WITNESS:

  
\_\_\_\_\_

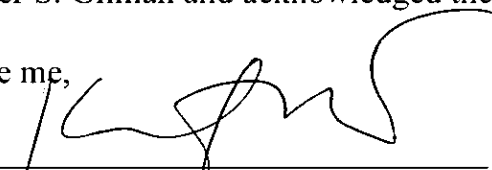
  
\_\_\_\_\_ **Peter S. Gilman**

STATE OF MAINE  
CUMBERLAND, ss.

May 5, 2011

Then personally appeared the above named Peter S. Gilman and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
\_\_\_\_\_

Attorney at Law/Notary Public

Printed Name: Kenneth M. Cole III

**EXHIBIT A**

A certain lot or parcel of land situated off the Northeasterly side of Lockland Drive and on the Southeasterly side of a 50 foot wide road currently known as *Road 1* in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a point off the Northeasterly side line of Lockland; said point being located S 39°30'27" E a distance of 407.00 feet and then N 56°36'40" E a distance of 225.00 feet from the Southerly corner of land now or formerly of Kenyon R. and Eileen D. Clark (21,781/215);

Thence N 22°20'49" W across land of the Grantor 183.19 feet to a point on the Southeasterly side line of *Road 1*;

Thence N 72°19'32" E continuing across land of the Grantor along the Southeasterly side line of the said *Road 1* a distance of 380.31 feet to a point;

Thence S 60°13'07" E continuing across land of the Grantor 425.00 feet to a point;

Thence N 87°46'24" W continuing across land of the Grantor 350.00 feet to a point;

Thence S 74°20'36" W continuing across land of the Grantor 323.85 feet to the point of beginning. Containing 100,753 square feet.

The above described lot is conveyed subject to a storm water buffer described as follows:

Beginning at the Southerly corner of the above described lot;

Thence N 22°20'49" W along the Southwesterly boundary of the above described lot 50.34 feet to a point;

Thence N 74°02'36" E across the above described lot 295.33 feet to a point on the Northeasterly boundary of the above described lot;

Thence S 50°10'25" E along the Northeasterly boundary of the above described lot 60.68 feet to a point on the Southeasterly boundary of the above described lot;

Thence S 74°20'36" W along the Southeasterly boundary of the above described lot 323.85 feet to the point of beginning.

The above described lot is conveyed together with rights in common with others in and to the 50 foot wide road currently called *Road 1*, the 50 foot wide right of way known as Lockland Drive and the 50 foot wide right of way known as Cross Ridge Drive. All of these roads are intended to be used for any and all purposes for which a town road would be used including utilities. *Road 1* is shown on a Plan of "Homestead Lot" recorded in said Registry of Deeds in Plan Book 211, Page 75.

All bearings are referenced to Magnetic North.

This conveyance is made subject to the obligation to participate in the Road Maintenance Agreement dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26131, Page 130, subject to Declaration of Restrictions which are contained in the deed from PTG Properties, Inc. to Scott C. Hayman dated March 21, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19147, Page 106, and further subject to the obligation to join a Road Association to be formed.

The above described premises are conveyed subject to drainage and detention easements for the benefit of surrounding lots and the roads known as Roads 1 and 2, Cross Ridge Drive and Lockland Drive, and the aforesaid described stormwater buffer, all pursuant to an Order of the Department of Environmental Protection, and to the terms thereof.

The above described premises are conveyed subject to certain Declaration of Stormwater and Wet Pond Easements recorded in the Cumberland County Registry of Deeds in Book 28612, Page 211.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

Received  
Recorded Register of Deeds  
May 05, 2011 02:35:26P  
Cumberland County  
Pamela E. Lovley

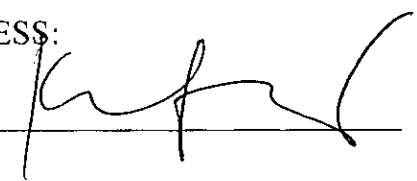
**WARRANTY DEED**  
(Maine Statutory Short Form)

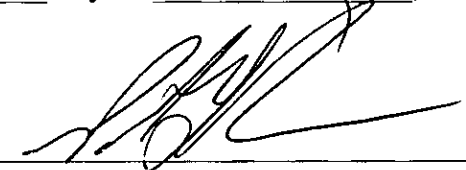
KNOW ALL PERSONS BY THESE PRESENTS, that I, **PETER S. GILMAN**, of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by **TAMMY J. GILMAN AND KYLE GILMAN**, whose mailing address is 75 Lockland Drive, Windham, ME 04062, as joint tenants, the land in the Town of Windham, County of Cumberland and State of Maine, described as follows:

See Exhibit A hereto attached and made a part hereof.

WITNESS my hand and seal this 5 day of May, 2011.

WITNESS:

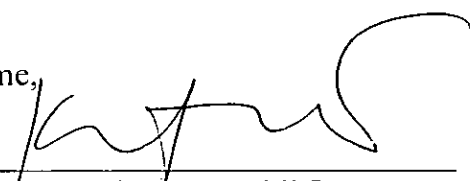
  
\_\_\_\_\_

  
\_\_\_\_\_   
Peter S. Gilman

STATE OF MAINE  
CUMBERLAND, ss.

May 5, 2011

Then personally appeared the above named Peter S. Gilman and acknowledged the foregoing instrument to be his free act and deed.

Before me,   
\_\_\_\_\_  
Attorney at Law/Notary Public  
Printed Name: KENNETH M. COLEMAN

**EXHIBIT A**

A certain lot or parcel of land situated off the Northeasterly side of Lockland Drive and on the Northwesterly side of a 50 foot wide road currently known as *Road 1* in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a point on the Southeasterly boundary of land now or formerly of Kenyon R. and Eileen D. Clark (21,781/215); said point being located N 50°46'18" E a distance of 335.00 feet from the Southerly corner of land of the said Clark;

Thence S 18°04'36" E across land of the Grantor 207.36 feet to a point on the Northwesterly side line of Road 1;

Thence N 72°19'32" E continuing across land of the Grantor along the Northwesterly side line of Road 1 a distance of 420.31 feet to a point;

Thence Northeasterly continuing across land of the Grantor along the Northwesterly side line of Road 1 following a curve to the left having a radius of 125.00 feet a distance of 57.58 feet to a point;

Thence N 45°56'06" E continuing across land of the Grantor along the Northwesterly side line of Road 1 a distance of 18.14 feet to a point;

Thence Northeasterly continuing across land of the Grantor along the Northwesterly side line of Road 1 following a curve to the left having a radius of 50.00 feet a distance of 30.87 feet to a point;

Thence N 48°27'03" W continuing across land of the Grantor 347.42 feet to a point on the Southeasterly boundary of other land of Clark (19,047/125);

Thence S 50°46'18" W along the Southeasterly boundary of land of the said other land of Clark and the said land of Clark 363.01 feet to the point of beginning. Containing 125,254 square feet.

The above described lot is conveyed together with rights in common with others in and to the 50 foot wide road currently called *Road 1*, the 50 foot wide right of way known as Lockland Drive and the 50 foot wide right of way known as Cross Ridge Drive. All of these roads are intended to be used for any and all purposes for which a town road would be used including utilities. *Road 1* is shown on a Plan of "Homestead Lot" recorded in said Registry of Deeds in Plan Book 211, Page 75.

All bearings are referenced to Magnetic North.

This conveyance is made subject to the obligation to participate in the Road Maintenance Agreement dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26131, Page 130, subject to Declaration of Restrictions which are contained in the deed from PTG Properties, Inc. to Scott C. Hayman dated March 21, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19147, Page 106, and further subject to the obligation to join a Road Association to be formed.

The above described premises are conveyed subject to drainage and detention easements for the benefit of surrounding lots and the roads known as Roads 1 and 2, Cross Ridge Drive and Lockland Drive, and the aforesaid described stormwater buffer, all pursuant to an Order of the Department of Environmental Protection, and to the terms thereof.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

Received  
Recorded Register of Deeds  
May 05, 2011 02:36:21P  
Cumberland County  
Pamela E. Lovley



**WARRANTY DEED**  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that I, **PETER S. GILMAN**, of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by **TAMMY J. GILMAN AND MICHAEL GILMAN**, whose mailing address is 75 Lockland Drive, Windham, ME 04062, as joint tenants, the land in the Towns of Windham and Gray, County of Cumberland and State of Maine, described as follows:


See Exhibit A hereto attached and made a part hereof.


The premises described in said Exhibit A is subject to that certain Declaration of Stormwater and Wet Pond Easements recorded in the Cumberland County Registry of Deeds in Book 28612, Page 211.

Grantor further conveys herewith a certain Forested Buffer as referred by a Department of Environmental Protection, Storm Water Permit, as attached hereto as Exhibit B.

WITNESS my hand and seal this 10 day of May, 2011.

WITNESS:

  
\_\_\_\_\_

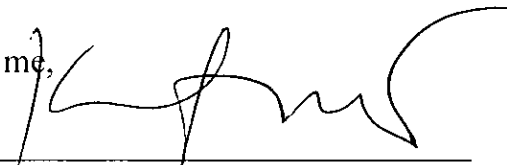
  
Peter S. Gilman

STATE OF MAINE  
CUMBERLAND, ss.

May 10, 2011

Then personally appeared the above named Peter S. Gilman and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
\_\_\_\_\_  
Attorney at Law/Notary Public  
Printed Name: KENNETH M. COLE III

**EXHIBIT A**  
(2.59 acres ~ *Lot D*)

A certain lot or parcel of land situated off the Northeasterly side of Lockland Drive on the Southeasterly side of a 50 foot wide road currently known as *Road 1* in the Towns of Gray and Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at the Southerly corner of land now or formerly of John L. Ranger (6607/350);

Thence S 73°17'42" W across land of the Grantor 487 feet more or less to a point;

Thence N 60°13'07" W continuing across land of the Grantor 425.00 feet to a point on the Southeasterly side line of *Road 1*;

Thence continuing across land of the Grantor along the Southeasterly side line of the said *Road 1* following a curve to the left with a radius of 175.00 feet a distance of 80.61 feet to a point;

Thence N 45°56'06" E continuing across land of the Grantor along the Southeasterly side line of the said *Road 1* 118.14 feet to a point;

Thence continuing across land of the Grantor along the Southeasterly side line of the said *Road 1* following a curve to the right with a radius of 50.00 feet a distance of 49.09 feet to a point;

Thence continuing across land of the Grantor along the Southeasterly side line of the said *Road 1* following a curve to the left having a radius of 85.00 feet a distance of 52.16 feet to a point;

Thence S 77°46'35" E continuing across land of the Grantor 673 feet more or less to the point of beginning. Containing 2.59 acres.

The above described lot is conveyed subject to a storm water buffer described as follows:

Beginning at the Southerly corner of the above described lot;

Thence N 60°13'07" W along the Southwesterly boundary of the above described lot 68.95 feet to a point;

Thence N 73°17'42" E across the above described lot 444.20 feet to a point on the Northeasterly boundary of the above described lot;

Thence S 77°46'35" E along the Northeasterly boundary of the above described lot 103.37 feet to the Southerly corner of land of the said Ranger and the Easterly corner of the above described lot;

Thence S 73°17'42" W along the Southeasterly boundary of the above described lot 487 feet more or less to the point of beginning.

The above described lot is conveyed subject to a pond easement described as follows:

Beginning at the Westerly corner of the above described lot on the Southeasterly side line of the said *Road 1*;

Thence along the Northwesterly boundary of the above described lot and the Southeasterly side line of the said *Road 1* following a curve to the left with a radius of 175.00 feet a distance of 80.61 feet to a point;

Thence N 45°56'06" E continuing along the Northwesterly boundary of the above described lot and the Southeasterly side line of the said *Road 1* a distance of 18.14 feet to a point;

Thence continuing along the Northwesterly boundary of the above described lot and the Southeasterly side line of the said *Road 1* following a curve to the right with a radius of 50.00 feet a distance of 49.09 feet to a point;

Thence S 17°47'23" E across the above described lot 135.35 feet to a point;

Thence S 49°56'38" W continuing across the above described lot 31.42 feet to a point on the Southwesterly boundary of the above described lot;

Thence N 60°13'07" W along the Southwesterly boundary of the above described lot 166.20 feet to the point of beginning.

The above described lot is conveyed together with rights in common with others in and to the 50 foot wide road currently called *Road 1*, the 50 foot wide right of way known as Lockland Drive and the 50 foot wide right of way known as Cross Ridge Drive. All of these roads are intended to be used for any and all purposes for which a town road would be used including utilities. *Road 1* is shown on a Plan of "Homestead Lot" recorded in said Registry of Deeds in Plan Book 211, Page 75.

All bearings are referenced to Magnetic North.

This conveyance is made subject to the obligation to participate in the Road Maintenance Agreement dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26131, Page 130, subject to Declaration of Restrictions which are contained in the deed from PTG Properties, Inc. to Scott C. Hayman dated March 21, 2003 and recorded in the Cumberland County Registry of Deeds in Book 19147, Page 106, and further subject to the obligation to join a Road Association to be formed.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

EXHIBIT "B"

FORESTED BUFFER RESTRICTIONS

WHEREAS, Grantee and Grantor (hereinafter "Declarant") desires to place certain restrictions, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Restricted Buffer") described in their deed of even date included herewith, and

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the Restricted Buffer Area as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP"),

NOW, THEREFORE, the Declarant hereby declares that the Restricted Buffer Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the Restricted Buffer Area and shall be binding on all parties having any right, title or interest in and to the Restricted Buffer Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Restricted Buffer Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Restricted Buffer Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;
- b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
  - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees " is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter of trees at 4 1/2 feet above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;
- d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;

- e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.
3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

GRANTOR

[Signature]  
 (NAME) PETER S. GILMAN  
 STATE OF MAINE Cumberland County,  
 (County)

GRANTEE

[Signature]  
 (NAME) Tammy Gilman  
May 10, 2011  
 (date)

Personally appeared before me the above named Grantor, who swore to the truth of the foregoing to the best of (his/her) knowledge, information and belief and acknowledged the foregoing instrument to be (his/her) free act and deed.

Received  
 Recorded Register of Deeds  
 May 12, 2011 10:44:31A  
 Cumberland County  
 Pamela E. Lovley

[Signature]  
 Notary Public AT-LAW  
KENNETH M. PDE

# QUITCLAIM DEED

(Maine Statutory Short Form)

DLN: 1001740011893

## KNOW ALL MEN BY THESE PRESENTS

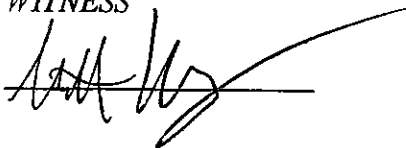
That, **Jerry W. Hunt and Bethany E. Hunt** of 3235 Samuel Wear Drive, Sevierville, TN 37862 for consideration paid, **GRANT(S)** to **Peter Gilman and Tammy Gilman** with a mailing address of 75 Lockland Drive, Windham, ME 04062, with **QUITCLAIM COVENANTS**, and as **JOINT TENANTS** the land in Windham, County of Cumberland, State of Maine, described as follows:

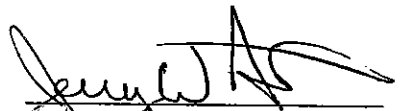
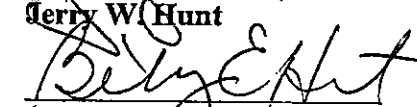
(See Exhibit A)

WITNESS my hand and seal this 28 day of the month of November, 2016

*Signed, Sealed and Delivered in the presence of*

WITNESS

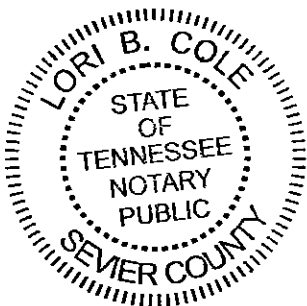


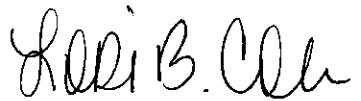
  
Jerry W. Hunt  
  
Bethany E. Hunt

STATE OF TN  
COUNTY OF SEVIER

November 28, 2016

Then personally appeared the above named **Jerry W. Hunt and Bethany E. Hunt** and acknowledge the foregoing instrument to be their free act and deed.



Before Me:   
Notary Public / Attorney At Law

My Commission Expires: 4.24.19

MAINE REAL ESTATE TAX-Paid




In the Deed from Peter Gilman and Tammy Gilman to Jerry W. Hunt and Bethany E. Hunt dated January 29, 2010 and recorded in Book 27572, Page 316 the Gilman's imposed the restriction that the subject premises shall not be separately alienable from the Hunt's abutting land. Peter Gilman and Tammy Gilman hereby join in acknowledging this Quit Claim Deed and agree and consent to the release of the aforesaid restriction.

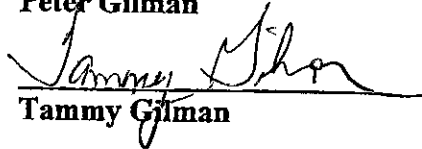
Signed, Sealed and Delivered in the presence of

WITNESS





Peter Gilman



Tammy Gilman

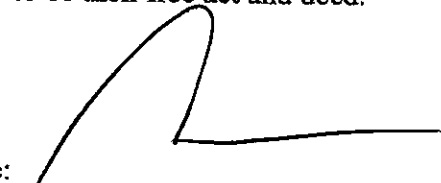
STATE OF Maine

COUNTY OF Cumberland

~~November~~ December 21, 2016

Then personally appeared the above named Peter Gilman and Tammy Gilman and acknowledge the foregoing instrument to be their free act and deed.

Before Me:



Notary Public / Attorney At Law

My Commission Expires:

Christopher J. McLain  
Notary Public, Maine  
My Commission Expires  
November 10, 2019

## EXHIBIT A

A certain lot or parcel of land situate in the Town of Windham, County, of Cumberland and State of Maine and being an extension of Cross Ridge Drive in a Northwesterly direction more particularly described as follows:

Beginning at a point on the Northwesterly sideline of said Cross Ridge Drive at the outside corner of the Northwesterly turn of said Cross Ridge Drive, which point is at the most Southerly corner of land described in a deed to Tammy Gilman dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26129, Page 208;

Thence N 26° 55' 43" West 600 feet along the Easterly sideline of the Northwesterly extension of said Cross Ridge Drive and the frontage of Tammy Gilman and of the Grantees herein to a point;

Thence in a generally Southwesterly direction crossing the opening of a cul-de-sac at the terminus of said Cross Ridge Drive Extension to a point on the Westerly sideline of said Cross Ridge Drive Extension and land of Kelley;

Thence S 26° 55' 43" E 487.06 feet along the Westerly sideline of said Cross Ridge Drive Extension to a point located at the inside of the intersection of the main portion of said Cross Ridge Drive and this extension;

Thence N 70° 24' 49" E 50.41 feet to the point of beginning.

Excepting and reserving to the Grantors herein, their heirs and assigns, a right of way for all purposes as a Town way over said premises for access to other land now formerly of the Grantors herein abutting said roadway and further excepting such rights that have already been granted over said roadway to others who border the same. Also, excepting and reserving here from, certain drainage rights as applicable in an existing cross culvert under said roadway and the right to enter onto said roadway to maintain the same. This conveyance is also made subject to the terms of a Road Maintenance Agreement dated June 12, 2008 and recorded in said Registry of Deeds in Book 26131, Page 130.

For further reference, see Plan of Cross Ridge Drive and Lockland Drive made for Peter Gilman dated April of 2008 and recorded in said Registry of Deeds in Plan Book 208, Page 255.

Said premises being the same conveyed to the Grantors herein by deed recorded in said Registry of Deeds in Book 27572, Page 316.

**This deed is a conveyance to an abutter**

---

## *SECTION 6*

---

EXISTING DEED RESTRICTIONS, EASEMENTS OR COVENANTS

## **Section 6 – Existing Deed Restrictions, Easements, or Covenants**

The deeds contained in Section 5 include restrictions for the preservation and maintenance of stormwater buffers, rights to utilize the private roadways leading to Smith Road, and the requirement to participate in the maintenance of the roadways.

The Master Road Maintenance Agreement for Lockland Drive and Cross Ridge Drive is recorded in the Cumberland County Registry of Deeds Book 26131, Page 130 and is attached to this section.

A Declaration of Stormwater and Wet Pond Easements is recorded in CCRD Book 28612, page 211 and is attached to this section.

Some of the deeds and easement documents reference two recorded plans, which are listed below for reference but are not attached:

- Plan of Cross Ridge Drive and Lockland Drive – Plan Book 208, Page 255
- Plan of Homestead Lot – Plan Book 211, Page 75

MASTER ROAD MAINTENANCE AGREEMENT

CROSS RIDGE DRIVE & LOCKLAND DRIVE, WINDHAM, MAINE

This Agreement is entered into this 12 day of July 2008, by and among PETER GILMAN and TAMMY GILMAN ("Gilman"), KENYON CLARK and EILEEN CLARK ("Clark"), JERRY HUNT and BETHANY HUNT ("Hunt"), SCOTT HAYMAN ("Hayman"), SCOTT KELLY ("Kelly"), BRIAN MARDEN & KRISTEN MARDEN ("Marden"), LORI RICH ("Rich"), MALCOLM ULMER & BETTY ULMER ("Ulmer"), JASON MANLEY & LAURIE MANLEY ("Manley"), ERIC TAQUET & LUBET TAQUET ("Taquet"), DARRICK NAAS & MICHELLE NAAS ("Naas"), JACOB OUELLETTE & EILEEN OUELLETTE ("Ouellette"), DANIEL REALI & BRENNAN JEAN REALI ("Real"), FREDERICK WILCOX & NATALIE WILCOX ("Wilcox"), JUDSON SMITH & KATHERINE SMITH ("Smith"), and MICHAEL FLIBBERT & TIFFANY FLIBBERT ("Flibbert"), being all of the owners of parcels located on Cross Ridge Drive and/or Lockland Drive, Windham, Maine (hereinafter collectively referred to as "Landowners").

WITNESSETH:

Whereas Landowners each currently own property with frontage on, or which is accessed only by, the private way known as Cross Ridge Drive and/or Lockland Drive, in the Town of Windham, County of Cumberland and State of Maine and generally located as shown on Plan of Cross Ridge Drive & Lockland Drive recorded in the Cumberland County Registry of Deeds in Plan Book 208, Page 255, a copy of which is attached as Exhibit A, attached hereto and made a part hereof, portions of which roadways are owned in fee or accessed by underlying easement, in their entirety, by Gilman;

Whereas Landowners acknowledge and agree that the private ways known as Cross Ridge Drive and Lockland Drive, private gravel roadways surrounded by 50 foot wide rights of way, are not and will not be maintained or plowed by the Town of Windham;

Whereas Landowners are desirous of entering into an agreement regarding the maintenance, including plowing, of said rights of way and the allocation of the costs necessary to so maintain the private rights of way;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, each to the other delivered and received, the parties hereto agree as follows:

1. Right-Of-Way Easement:

a. Landowners, their heirs, successors and assigns, agree to maintain the subject rights-of-way known as Cross Ridge Drive and Lockland Drive, in accordance herewith, and further agree to not obstruct or otherwise interfere with the use of said rights-of-way by the other Landowners, their personal representative, heirs and assigns.

b. Landowners herein acknowledge that the total length of Cross Ridge Drive and Lockland Drive constitutes an easement and/or right-of-way appurtenant to all of the lots which abut said rights-of-way or which are accessed by said rights-of-way, with the exception of any land now or formerly of Theodore Thomes (title reference to Cumberland County Registry of Deeds Book 12665, Page 7). The respective rights-of-way rights identified herein run with the land to the respective Landowners, their heirs, successors and assigns.

c. Said easements or rights-of-way over the subject rights-of-way shall include the right of ingress and egress from Smith Road, so-called, to each lot or parcel of land, which abuts or is accessed by said rights-of-way and any portion thereof, by foot or vehicle of any nature as well as the right to install all utilities, including but not limited to water and sewer lines, electric, telephone and cable television lines, above or below ground, as well as the right to install utility poles and associated fixtures. Provided, however, that the installation of said utilities shall not interfere with the installation of a two-way right-of-way over the subject rights-of-way. Provided further, that no such use of the rights-of-way or the installation of utilities shall interfere with any Landowners right of ingress and egress other than on a reasonable, temporary basis in order to install said utilities.

2. Maintenance of Cross Ridge Drive & Lockland Drive: Maintenance of Cross Ridge Drive & Lockland Drive as shown on Exhibit A, is to be shared equally by Landowners who commence the construction of a home or other structure on all or a portion of his or her land which is accessed by Cross Ridge Drive and/or Lockland Drive, and the costs will be divided by the number buildings on the lots so improved. For example, if there are a total of 10 houses or other structures, the owner of each of the improved lots shall be responsible for 1/10<sup>th</sup> of the maintenance costs. If a Landowner owns two houses on all or a portion of a parcel, said Landowner shall be responsible for 2/10ths of such costs.

3. Commercial Use of Cross Ridge Drive and/or Lockland Drive: Any Landowners who utilize Cross Ridge Drive and/or Lockland Drive to access their lot for commercial purposes, i.e. development and/or logging, shall have the same maintenance obligation as provided in Paragraph 2 above.

4. Commencement of Construction: Commencement of a home or structure shall occur when a building permit is acquired and actual construction is commenced on the home or structure, such as the digging of a foundation hole, installation of a subsurface waste water disposal system, will, commencement of actual construction of the structure or the like, whichever occurs first.

5. Definition of Maintenance: Maintenance shall be deemed to include:  
a. Maintaining a road way with the minimum width and gravel base depths as required by the Town of Windham;  
b. Appropriate drainage mechanisms shall be maintained at required locations with said right-of-way using appropriately sized culverts;

c. Suitable snow plowing equipment shall be employed for the removal of snow accumulations;

d. Grading the surface of said right-of-way shall be periodically completed so as to maintain a reasonably smooth and level surface.

6. Maintenance Decisions: Decisions relating to the usual and ordinary maintenance of said right-of-way shall be determined by majority vote of the Landowners required to contribute to the maintenance costs of the right-of-way as provided in paragraph 2 above.

7. Meetings of Landowners: Landowners required to contribute to the maintenance of the said rights-of-way as provided in paragraph 2 above shall meet at least annually (a quorum consisting of a majority of the Landowners being required to contribute, and an owner of two or more homes or qualifying structures on two or more lots shall have one vote for each) after reasonable notice to each said Landowner, for the purpose of establishing a budget for the maintenance of said rights-of-way for the ensuing year and establishing the resulting monetary liability of each Landowner, as well as selecting one Landowner who shall manage the road maintenance account for the ensuing year, and be responsible for filing and enforcing liens ("Road Manager"). Said resulting monetary liability of each of said Landowners shall be paid into an account established for that purpose within 60 days after the annual budget determination. In the event of the failure of an Owner to pay such proportionate share when due, the amount thereof together with interest at the rate established by the Landowners at the annual meeting, costs and reasonable attorneys fees shall constitute a lien attached to the Owner's premises. The Road Manager may file a lien and bring an action in a court of competent jurisdiction against any delinquent Landowner failing to timely pay his or her said annual monetary liability and in that event such delinquent Landowner shall further be liable for the costs of bringing and maintaining that action, including reasonable attorneys fees. All Landowners who are required to contribute to the maintenance of said rights-of-way further agree to contribute any additional sums required for the maintenance of the roads not covered by the annual budgeted amount which is only intended to be a reasonable estimate of the maintenance costs for any particular year.

9. Road Damage Repairs by Landowners: All Landowners, whether or not they are required to contribute to the maintenance of the subject right-of-way pursuant to Paragraph 2 above shall be required to repair any damage caused to the rights-of-way by them, individually or caused by their agents, invitees or guests.

10. Third Party Beneficiaries: The Landowners agree that all mortgagees of any property which abuts or is accessed by said rights-of-way pursuant to Paragraph 2 above, and the successors, administrators and assigns of said mortgagees, including but not limited to all FHA or VA insured mortgage interests on said properties shall be considered third party beneficiaries of this Agreement.

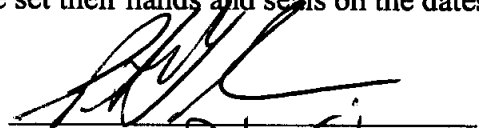
11. Fee Owners and Additional Landowners: The parties hereto recognize that additional Landowners will be added hereto in the future due to development of properties accessed by the subject rights-of-way. The parties hereto further recognize that Peter and Tammy Gilman own the fee interest or have the underlying easement rights in said rights-of-way which they hereby reserve along with the right to assign additional property owners the right to

utilize the subject rights-of-way for accessing their properties provided that such additional property owners comply with the terms hereof in writing. The parties hereto also acknowledge that the terms and conditions of this Agreement shall encumber and run with their respective properties.


12. The parties hereto represent that they have carefully read the foregoing Agreement and know and understand the contents hereof and specifically acknowledge that the terms hereof are contractual and not a mere recital. This Agreement may be signed in counterparts which, when taken as a whole, constitute one single Agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates set forth next to each signature below.

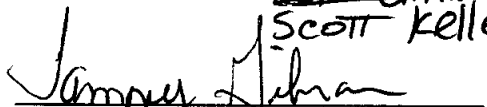
Date: 6/12/08

  
Print Name: Peter Gilman

Date: 6/12/08

  
Print Name: ~~Peter Gilman~~ (SAR)  
SCOTT Kelley

Date: 6/12/08

  
Print Name: Tammy Gilman

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

STATE OF MAINE  
COUNTY OF Cumberland, ss.

Date: 6/12/08

Then personally appeared the above named Peter Gilman, and acknowledged the foregoing to be his free act and deed.

Suzanne R. Scott  
~~Notary Public~~/Attorney  
Print Name: Suzanne R. Scott  
Commission Expires: N/A

Received  
Recorded Register of Deeds  
Jun 16, 2008 02:02:46P  
Cumberland County  
Pamela E. Lovley

**DECLARATION OF STORMWATER  
AND WET POND EASEMENTS**

WHEREAS, Grantor (hereinafter "Declarant") desires to place certain restrictions under the terms and conditions herein, over a portion of said real property to create a Stormwater Buffer and Wet Pond Easement area (hereinafter "Buffer and Easement Area"), more particularly described in Exhibits A and B attached hereto; and

WHEREAS, pursuant to the Stormwater Management Law, 38 M.R.S.A. Section 420-D and Chapter 500 of rules promulgated by the Maine Board of Environmental Protection ("Stormwater Management Rules"), Declarant has agreed to impose certain restrictions on the areas in Exhibits A and B, as more particularly set forth herein and has agreed that these restrictions may be enforced by the Maine Department of Environmental Protection or any successor (hereinafter the "MDEP").

NOW, THEREFORE, the Declarant hereby declares that said Buffer and Easement Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the conditions and restrictions set forth herein. The Restrictions shall run with the said Buffer and Easement Area and shall be binding on all parties having any right, title or interest in and to the Buffer and Easement Area, or any portion thereof, and their heirs, personal representatives, successors and assigns. Any present or future owner or occupant of the Buffer and Easement Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or any instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Buffer and Easement Area subject to the Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Restrictions hereinafter set forth.

1. Restrictions on Stormwater Buffer Area and Wet Pond Easement: Unless the owner of the Buffer and Easement Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Buffer and Easement Area must be undeveloped in perpetuity. To maintain the ability of the Buffer and Easement Area to filter, absorb and retain stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, use of the Buffer and Easement Area is hereinafter limited as follows:

- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Buffer and Easement Area, nor may the topography of the area be altered or manipulated in any way;
- b. Any removal of trees or other vegetation within the Buffer and Easement Area must be limited to the following:
- (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees" is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2,500 square feet) area, as determined by the following rating scheme.

Diameter of tree at 4 ½ feet above ground level	Points
2 – 4 inches	1
4 – 8 inches	2
8 – 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Buffer and Easement Area, except for a sign, utility pole or fence;

- d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes or other motorized vehicles or mechanical equipment may be permitted on the Buffer and Easement Area;
- e. Any level lip spreader directing flow to the Buffer and Easement Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Buffer and Easement Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Buffer and Easement Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Buffer and Easement Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.

3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Buffer and Easement Area. If the Buffer and Easement Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Buffer and Easement Area is included within such owner's property.

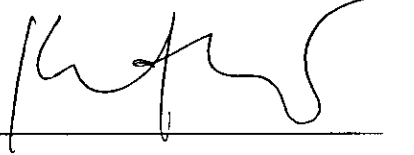
4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Buffer and Easement Area and by the MDEP.

5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Buffer and Easement Area.

6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

WITNESS:

  
\_\_\_\_\_

GRANTOR

  
\_\_\_\_\_

Peter S. Gilman

STATE OF MAINE  
COUNTY OF CUMBERLAND

March 28, 2011

Personally appeared before me the above named Grantor, Peter S. Gilman, who swore to the truth of the foregoing to the best of his knowledge, information and belief and acknowledged the foregoing instrument to be his free act and deed.

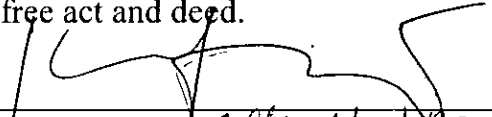
  
\_\_\_\_\_  
~~Notary Public,~~ Atty - At - Law  
Print Name: KEVINETH M. Cole  
Commission expires: \_\_\_\_\_

EXHIBIT A  
*(Storm Water Buffer on Gilman House Site)*

A certain easement situated off the Southeasterly end of Lockland Drive in the Town of Windham, County of Cumberland and State of Maine, being more particularly described as follows:

Beginning at a point; said point being located N 45°18'13" W a distance of 285.68 feet from the Northerly corner of land now or formerly of Jeffrey Florman (20,560/153);

Thence N 26°30'27" W across land of the Grantor 50.00 feet to a point;

Thence N 63°29'33" E continuing across land of the Grantor 200.00 feet to a point;

Thence S 26°30'27" E continuing across land of the Grantor 50.00 feet to a point;

Thence S 63°29'33" W continuing across land of the Grantor 200.00 feet to the point of beginning.

All bearings are referenced to Magnetic North.

Meaning and intending to convey an easement for a storm water buffer on premises conveyed to this Grantor by a deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

EXHIBIT B  
*(Wet Pond Easement on Gilman House Site)*

A certain easement situated off the Southeasterly end of Lockland Drive in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a point; said point being located S 50°52'52" W a distance of 155.97 feet and then N 39°30'27" W a distance of 426.83 feet from the Northerly corner of land now or formerly of Jeffrey Florman (20,560/153);

Thence continuing N 39°30'27" W across land of the Grantor 243.36 feet to a point;

Thence N 56°36'40" E continuing across land of the Grantor 70.40 feet to a point;

Thence S 65°23'20" E continuing across land of the Grantor 45.00 feet to a point;

Thence S 05°23'20" E continuing across land of the Grantor 65.00 feet to a point;

Thence N 53°53'08" E continuing across land of the Grantor 28.20 feet to a point;

Thence N 06°55'38" E continuing across land of the Grantor 42.00 feet to a point;

Thence N 53°39'46" E continuing across land of the Grantor 35.00 feet to a point;

Thence S 78°30'27" E continuing across land of the Grantor 95.00 feet to a point;

Thence S 06°29'33" W continuing across land of the Grantor 60.00 feet to a point;

Thence S 27°30'27" E continuing across land of the Grantor 33.00 feet to a point;

Thence S 40°29'33" W continuing across land of the Grantor 98.00 feet to a point;

Thence S 48°29'33" W continuing across land of the Grantor 60.00 feet to the point of beginning.

All bearings are referenced to Magnetic North.

Meaning and intending to convey an easement for a wet pond facility on premises conveyed to this Grantor by a deed recorded in the Cumberland County Registry of Deeds in Book 21908, Page 1.

Received  
Recorded Register of Deeds  
Mar 30, 2011 11:51:21A  
Cumberland County  
Pamela E. Lovley



---

## *SECTION 7*

---

### OWNERSHIP & MAINTENANCE OF ROADWAYS AND CISTERNS

## **Section 7 – Ownership and Maintenance of Roadways and Fire Cisterns**

Lockland Drive, Flintlock Drive and Winchester Drive are currently owned in fee by the applicant(s). The applicants are willing to convey ownership of the roadways and the 30,000 gallon fire cistern to a Homeowners Association that may be formed if sufficient other landowners are agreeable to forming an HOA voluntarily and taking ownership of the road and/or fire cistern. If an HOA is not formed, then the applicants will continue to own the road and fire cistern, with maintenance responsibilities to be shared as outlined in the Master Road Maintenance Agreement attached in Section 6. The 10,000 gallon fire cistern is located in Cross Ridge right-of-way, which is not owned by the applicant, so the maintenance will be shared as outlined in the Master Road Maintenance Agreement attached in Section 6.

---

***SECTION 8***

---

**PROPOSED DEED RESTRICTIONS, EASEMENTS OR COVENANTS**

## **Section 8 – Proposed Deed Restrictions, Easements or Covenants**

The deeds for the proposed 8 lots will contain language similar to those deeds attached in Section 5 that will restrict land disturbance within the designated stormwater buffer areas and make reference to the Master Road Maintenance Agreement (26131/130) and Declaration of Stormwater and Wet Pond Easements (28612/211).

---

***SECTION 9***

---

**STORMWATER MANAGEMENT & MDEP PERMITTING**

## **Section 9 – Stormwater Management & MDEP Permitting**

Stormwater Permit approval Order #L-21336-NJ-B-N was granted by the Maine Department of Environmental Protection (MDEP) in January of 2010 which permitted the construction of roadways including Lockland Drive, Flintlock Drive, Winchester Drive and Sentry Drive. Lockland Drive, Flintlock Drive and Winchester Drive are constructed in general conformance with the approved plans. Sentry Drive has not been constructed, and is no longer proposed to be built as a private street. A right-of-way will remain over Sentry Drive to provide access to adjoining land in Gray.

The MDEP approved a Natural Resources Protection Act permit in January 2010 to fill 14,183 square feet of wetlands to build the roadways (see attached permit order #L-21336-TB-C-N)

In March of 2018 the MDEP approved an amendment to the Stormwater Permit and Natural Resources Protection Act permit to revise the location of Sentry Drive and associated stormwater BMPs. The Army Corp of Engineers also approved the alterations to the wetland impacts in March of 2018. Attached are copies of the amended permit approvals. These permits are only necessary if Sentry Drive were to be built by the applicant, which is no longer proposed.



STATE OF MAINE

Department of Environmental Protection

PAUL R. LEPAGE  
GOVERNOR

James P. Brooks  
ACTING COMMISSIONER

January, 2010

PTG Properties Inc.  
c/o Peter Gilman  
75 Lockland Drive  
Windham, ME 04062

RE: Stormwater Management and Natural Resources Protection Act Law Application, Windham,  
#L-21336-NJ-B-N, #L-21336-TB-C-N

Dear Mr. Gilman:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit, please contact me directly. I can be reached at 822-6380 or at: [Bill.Bullard@maine.gov](mailto:Bill.Bullard@maine.gov).

Yours sincerely,

A handwritten signature in cursive script that reads "Bill Bullard".

Bill Bullard, Project Manager  
Division of Land Resource Regulation  
Bureau of Land & Water Quality

Cc:File

AUGUSTA  
17 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0017  
(207) 287-7688 FAX: (207) 287-7826  
RAY BLDG., HOSPITAL ST

BANGOR  
106 HOGAN ROAD  
BANGOR ME 04401  
(207-941-4570 FAX 207-941-4584

PORTLAND  
312 CANCO ROAD  
PORTLAND, MAINE 04103  
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE  
1235 CENTRAL DRIVE, SKYWAY PARK  
PRESQUE ISLE, MAINE 04769-2094  
(207) 764-0477 FAX: (207) 764-3143



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
17 STATE HOUSE STATION  
AUGUSTA, ME 04333

DEPARTMENT ORDER

IN THE MATTER OF

PTG PROPERTIES INC.	) STORMWATER MANAGEMENT LAW
Windham, Cumberland County	) NATURAL RESOURCES PROTECTION ACT
CROSS RIDGE AND LOCKLAND DRIVES	) TIER I WETLAND ALTERATION
L-21336-NJ-B-N (approval, after-the-fact)	) WATER QUALITY CERTIFICATION
L-21336-TB-C-N (approval, after-the-fact)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Section 480-A *et seq.* and Section 420-D, Section 401 of the Federal Water Pollution Control Act, and Chapters 500 and 502 of the Department's Regulations, the Department of Environmental Protection has considered the application of PTG PROPERTIES INC. with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: The applicant received approval in Department Order #L-21336-TB-A-N on April 18, 2003, to fill 8,000 square feet of forested wetland to construct a portion of Cross Ridge Drive, a common access road for four separate parcels of land. Subsequently on other adjacent properties, Mr. Gilman constructed several driveways, access roads and houses which at various times were inhabited by him or by family members. After reviewing the construction history, the Department determined that PTG Properties Inc. had created more than one acre of impervious area without first obtaining a permit pursuant to 38 M.R.S.A. Section 420-D, the Stormwater Management Law and had filled additional wetland area beyond that approved in Department Order #L-21336-TB-A-N. The applicant submitted an after-the-fact stormwater and Natural Resources Protection Act (NRPA) application on September 24, 2010.

B. Summary: The applicant proposes to construct a stormwater management system to treat 2.95 acres of existing impervious area and 7.70 acres of existing developed area. The applicant intends to install appropriate stormwater management components to serve the existing development by June 21, 2010. The project also includes additional stormwater controls for proposed development consisting of 2,800 linear feet of additional roadway, which will result in a total of 6.2 acres of impervious area and 19.4 acres of developed area. The project is shown on a set of plans, the first of which is entitled "Cover Sheet of Cross Ridge and Lockland Drive for PTG Properties," prepared by Sebago Technics, and dated April 21, 2010 with a latest revision date on any of the sheets of January 10, 2011. The project site is located off Smith Road in the Town of Windham.

The applicant is also seeking approval, partially after-the-fact, to fill an additional 6,183 of freshwater wetland under the NRPA to complete the project. With the proposed



impacts, cumulative wetland alteration for the project will total approximately 14,183 square feet.

C. Current Use of the Site: The site of the proposed project is currently developed with Cross Ridge Road and Lockland Drive and as shown on a plan entitled "Existing Conditions Survey of Cross Ridge Drive and Lockland Drive" drawn by Wayne Wood & Co. and dated September 2010. The remaining area proposed for development is undeveloped fields and woodland. There are 10 existing single-family residences along the two access drives on the property.

2. STORMWATER STANDARDS:

The proposed project includes a total of 6.2 acres of impervious area and 19.4 acres of developed area. It lies within the watershed of the Pleasant River with a portion flowing eventually to Little Sebago Lake. The applicant submitted a stormwater management plan based on the basic, general and flooding standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of an underdrained soil filter, a wet detention pond, a Filterra Bioretention System and forested buffers. Certain components of the proposed stormwater system are required to treat runoff from existing impervious and developed areas. These components are shown with the notation "To Be Constructed by MDEP Specified Date" on the plan set referenced in Finding 1. The applicant has agreed to install these system components by June 21, 2011.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Division of Watershed Management (DWM) of the Bureau of Land and Water Quality (BLWQ).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. This plan was reviewed by, and revised in response to the comments of, DWM. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. The applicant will be responsible for maintenance of the stormwater components required to capture and treat runoff from existing impervious and developed areas. A homeowners' association will be established that will be responsible for the maintenance of all common facilities including the stormwater management system for the proposed construction. Prior to the formation of the homeowners' association, the applicant will be responsible for all such

maintenance. The applicant does not intend to transfer any maintenance responsibility to the Town.

Stormwater treatment measures that must be built to accommodate existing construction will be located on property owned by the applicant and will be maintained by the applicant.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on DWM's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500(4)(A).

#### B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential temperature impacts. This mitigation is being achieved by using Best Management Practices that will control runoff from no less than 95% of the impervious area and no less than 80% of the developed area. The existing and proposed roads meet the definition of "a linear portion of a project" in Chapter 500 and, for the roadway areas; the applicant is proposing to reduce runoff volume control to 77% of the volume from the impervious area and 69% from the developed area.

The forested, limited disturbance stormwater buffers on the proposed lots or those proposed to treat existing impervious areas will be protected from alteration through the execution of a deed restriction. The applicant proposes to use the deed restriction language contained in Appendix G of Chapter 500. Prior to the start of construction of additional impervious or developed areas, the location of forested buffers on individual lots must be permanently marked on the ground. The deed for each lot that contains any portion of the designated buffer must contain deed restrictions relative to the buffer and have attached to it a plot plan for the lot, drawn to scale, that specifies the location of the buffer on the lot. Prior to the start of construction on individual lots, the applicant must submit a copy of the recorded deed restriction including the plot plans to the BLWQ. By June 21, 2011, the applicant must permanently mark the buffers proposed to treat existing impervious areas and must submit copies of recorded deed restrictions to the BLWQ.

#### C. Flooding Standard:

The project results in the creation of more than three acres of impervious area and therefore must meet the flooding standard. The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service, and detains stormwater from 24-hour storms of 2-, 10-, and

25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site and the peak flow of the receiving waters will not be increased as a result of stormwater runoff from the development site.

DWM stated that the proposed stormwater management system complies with the Chapter 500 General and Flooding Standards and recommended that the applicant retain the services of a qualified professional to inspect the Filterra installation, detention pond and underdrained vegetated soil filter construction as detailed in the Construction Oversight section of Chapter 7.1, Section 7.1.4 of Volume III of the Department's BMP Technical Design Manual. Additionally, the contractor shall identify the location of the source of each component of the filter media and perform all testing and submittals as listed in the Testing and Submittals section of the Department's BMP manual. The applicant agreed to comply with these requirements.

Based on the stormwater system's design and DWM's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic, General and Flooding Standards provided that construction inspections are performed and the stormwater system components required to treat existing developed and impervious areas are installed by June 21, 2011. The Department further finds that the proposed project will meet the Chapter 500 standards for discharge to freshwater wetlands.

3. WETLAND IMPACTS:

The applicant proposes to alter an additional 6,183 square feet of forested wetland to construct the project's roadway network. The existing and proposed impact areas are shown on the Existing Conditions plan referenced in Finding 1. The existing roadway is designed to minimize impacts on adjacent wetlands and the proposed roadways will cross wetlands in locations where the wetlands are narrowest.

The Department finds that the applicant has avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Section 420-D, and Chapters 500 and 502 of the Department's Regulations:

- A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity.
- B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 General and Flooding Standards provided that the buffers are protected and the construction inspections are performed as outlined Finding 2 and that the components of the system serving existing development are installed by June 21, 2011.

- C. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 standards for discharge to freshwater wetlands.

BASED on the above Findings of Fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat; aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.
- B. The proposed activity will not violate any state water quality law including those governing the classification of the State's waters.

THEREFORE, the Department APPROVES, partially after-the-fact, the above noted application of PTG PROPERTIES INC. to construct a stormwater management system and alter wetlands in Windham, Maine, as described above, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The applicant or other responsible party shall, within three months of the expiration of each five-year interval from the date of this Order, submit a report certifying that the items listed in Department Rules, Chapter 500, Appendix B(4) have been completed in accordance with the approved plans.
5. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit, particularly those conditions related to maintenance of the stormwater management system. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.

6. Prior to the start of construction of additional impervious or developed areas, the location of forested buffers on individual lots shall be permanently marked on the ground. The deed for each lot that contains any portion of the designated buffer shall contain deed restrictions relative to the buffer and have attached to it a plot plan for the lot, drawn to scale, that specifies the location of the buffer on the lot. Prior to the start of construction on individual lots, the applicant shall submit a copy of the recorded deed restriction including the plot plans to the BLWQ.
7. By June 21, 2011, the applicant shall permanently mark the locations of buffers proposed to treat existing impervious areas and shall submit copies of the recorded deed restrictions to the BLWQ.
8. The applicant shall conduct the construction inspections outlined in Finding 2 and shall submit a summary report of the inspections to the BLWQ for review by July 21, 2011.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...  
wb/l#21336bncn/ats#72597/72962



DEPARTMENT ORDER

IN THE MATTER OF

PTG PROPERTIES, INC.	) STORMWATER MANAGEMENT LAW
Windham & Gray, Cumberland County	) NATURAL RESOURCES PROTECTION ACT
CROSS RIDGE & LOCKLAND DRIVES	) FRESHWATER WETLAND ALTERATION
RELOCATE SENTRY DRIVE	) AMENDMENT
L-21336-NJ-D-A (Approval)	) WATER QUALITY CERTIFICATION
L-21336-TC-E-N (Approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. §§ 480-A–480-JJ, 38 M.R.S. § 420-D, Section 401 of the Federal Water Pollution Control Act (33 U. S. C. § 1341), and Chapters 310 and 500 of Department rules, the Department of Environmental Protection has considered the application of PTG PROPERTIES, INC. with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. History of Project: In Department Order L-21336-TB-A-N, dated April 18, 2003, the Department approved filling 8,000 square feet of forested wetland to construct a portion of Cross Ridge Drive, which is a common access road for four separate parcels of land. Subsequently on other adjacent properties, Peter Gilman of PTG Properties Inc. constructed several driveways, access roads and houses which at various times were inhabited by him or family members. After reviewing the construction history, the Department determined that PTG Properties Inc. had created more than one acre of impervious area without first obtaining a permit pursuant to 38 M.R.S. Section 420-D, the Stormwater Management Law, and had filled additional wetland area beyond that approved in Department Order L-21336-TB-A-N. The applicant submitted after-the-fact Stormwater Management Law and Natural Resource Protection Act applications on September 24, 2010. In Department Order L-21336-NJ-B-N/L-21336-TB-C-N, dated January 18, 2011, the Department approved a stormwater management plan and an additional 6,183 square feet of wetland alterations for the existing developed area plus 2,800 additional feet of road way. The project included 6.2 acres of impervious area and 19.4 acres of developed area. The two major roads in the project are Cross Ridge Drive and Lockland Drive and the permitted wetland alterations totaled 14,183 square feet.

B. Summary: The applicant proposes to realign Sentry Drive, referred to as Road 1 on the previous project plans, in order to cross a narrower section of wetland to reduce the cost of construction of the wetland crossing. The proposed relocation of Sentry Drive also requires the relocation of the previously approved underdrained soil filter. The realignment of Sentry Drive includes approximately 1.51 acres of revised developed area of which 0.69 acres is revised impervious area. The project is shown on set of five plans, the first of which is titled “Plan & Profile: Sentry Drive, Cross Ridge Drive & Lockland Drive, Windham, Maine for PTG Properties, Inc., 75 Lockland Drive, Windham, Maine 04062,” prepared by DM Roma Consulting Engineers, and dated December 12, 2017.

The project site is in Windham and Gray with the project entrance located off Smith Road in the Town of Windham.

The applicant is also seeking approval to change the location of some of the previously approved forested wetland alterations and add an additional 795 square feet of forested wetland fill under the Natural Resources Protection Act. See Finding 3.

C. Current Use of the Site: The location of Sentry Drive is currently undeveloped; the tree clearing for this road was completed several years ago. The parcel is identified as Lot 23-3 on Map 22 of the Town of Windham's tax maps.

## 2. STORMWATER STANDARDS:

The realignment of Sentry Drive includes approximately 1.51 acres of revised developed area of which 0.69 acres is revised impervious area. It lies within the watershed of the Pleasant River. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Department Rules, Chapter 500. The proposed stormwater management system consists of two underdrained soil filters.

### A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by and revised in response to the comments of the Bureau of Land Resources (BLR).

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short and long-term maintenance requirements. This plan was reviewed by, and revised in response to the comments of, BLR. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. A homeowners' association will be established that will be responsible for the maintenance of all common facilities including the stormwater management system. The Declaration of Covenants and Restrictions for the association was previously reviewed and found to meet Department requirements. Prior to the formation of the homeowners' association, the applicant will be responsible for all such maintenance.

Grit and sediment materials removed from stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in 500(4)(B) provided that grit and sediment materials removed from stormwater structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

**B. General Standards:**

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater, and mitigate potential thermal impacts. This mitigation is being achieved by using Best Management Practices (BMPs) that will control runoff from 99% of the revised non-linear impervious area and 99% of the revised non-linear developed area. The proposed road meets the definition of "a linear portion of a project" in Chapter 500 and the applicant is proposing to treat runoff from 77% of the revised linear impervious area and 72% of the revised linear developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards and recommended that the applicant's design engineer or other qualified professional oversee the construction of the underdrained soil filters to ensure that they are installed in accordance with the details and notes specified on the approved plans. Within 30 days from completion of the underdrained soil filters, the applicant must submit a log of inspection reports to the BLR that contains a list of the items inspected, photographs taken, and other relevant information.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500 provided that construction of the underdrained soil filters is overseen, documented, and reported as described above.

**C. Flooding Standard:**

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20 from the U.S.D.A. Soil Conservation Service. The proposed underdrained soil filters detain stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The post-development peak flow from the site will not exceed the pre-development peak flow from the site. BLR commented that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500(4)(F).



Based on the system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500(4)(F) for peak flow from the project site, and channel limits and runoff areas.

3. WETLAND IMPACTS:

The applicant proposes to change the location of some of the previously approved wetland fill and add 795 square feet of forested wetland fill to construct the proposed relocated road across a wetland for a total of 14,978 square feet of freshwater wetland alteration. The applicant has avoided wetland impacts by changing the location of the wetland crossing to a narrower section of wetland. The applicant has minimized wetland impacts by using large block retaining walls for vertical side slopes instead of two to one road side slopes, and by installing a 36-inch culvert to maintain hydrologic connectivity of the wetland. According to the Department's Geographic Information System (GIS), there are no mapped essential or significant wildlife habitats associated with the project site.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.

4. ALL OTHER:

All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-21336-TB-A-N, and subsequent Orders.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. § 420-D, and Chapters 500–502 of the Department's rules:

- A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity provided that grit and sediment removed from the stormwater management structures is disposed of properly as described in Finding 2.
- B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards provided that construction of the underdrained soil filters is overseen and documented as described in Finding 2.

BASED on the above Findings of Fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S. §§ 480-A–480-JJ, Chapters 310 of the Department’s rules and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat; aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- B. The proposed activity will not violate any state water quality law including those governing the classification of the State's waters.

THEREFORE, the Department APPROVES the above noted application of PTG PROPERTIES, INC. to construct a stormwater management system and alter wetlands as described herein, SUBJECT TO THE FOLLOWING CONDITIONS, and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit, particularly those conditions related to maintenance of the stormwater management system. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
5. Grit and sediment materials removed from storm sewers and stormwater structures shall be disposed of in compliance with the Maine Solid Waste Management Rules.
6. The applicant shall retain the design engineer, or another qualified professional, to oversee the construction of the underdrained soil filters to ensure that they are installed in accordance with the details and notes specified on the approved plans. Within 30 days from completion of the underdrained soil filters, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the BLR for review.

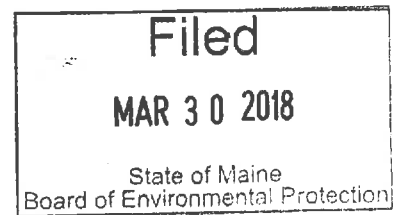
7. All other Findings of Fact, Conclusions and Conditions remain as approved in Department Order #L-21336-TB-A-N, and subsequent Orders, and are incorporated herein.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 29<sup>TH</sup> DAY OF MARCH, 2018.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: *Paul Mercer*  
For: Paul Mercer, Commissioner



PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CGW/L21336DAEN/ATS#82616, 82617



REPLY TO ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

MAINE GENERAL PERMIT (GP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

Peter Gilman
PTG Properties, Inc.
75 Lockland Drive
Windham, Maine 04062

CORPS PERMIT # NAE-2018-00166
CORPS GP ID# 18-040
STATE ID# L-21336-TB-C-N

DESCRIPTION OF WORK:

place fill in 14,978 SF (0.34 acres) of wetland in conjunction with the construction of an access road for an 9-lot residential subdivision off Cross Ridge Drive Windham/Gray, Maine as shown on the attached plans entitled Cross Ridge Drive & Lockland Drive Windham, Maine for PTG Propperties, Inc. in 4 Sheets dated 12/12/2017.

ADDITIONAL CONDITIONS: SEE ATTACHED SHEET

LAT/LONG COORDINATES : 43.85621° N 70.39912° W USGS QUAD: ME- North Windham

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine General Permit (GP). Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the GP (page 16) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.

II. STATE ACTIONS: PENDING [ ], ISSUED[ ], DENIED [ ] DATE \_\_\_\_\_

APPLICATION TYPE: PBR: \_\_\_\_\_, TIER 1: X, TIER 2: \_\_\_\_\_, TIER 3: \_\_\_\_\_, LURC: \_\_\_\_\_, DMR LEASE: \_\_\_\_\_, NA: \_\_\_\_\_

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 2/1/18 LEVEL OF REVIEW: CATEGORY 1: \_\_\_\_\_ CATEGORY 2: X

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 \_\_\_\_\_, 404 X 10/404 \_\_\_\_\_, 103 \_\_\_\_\_

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO \_\_\_\_\_, USF&WS NO \_\_\_\_\_, NMFS NO \_\_\_\_\_

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://per2.nwp.usace.army.mil/survey.html

Rodney A. Howe
RODNEY A. HOWE
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

Frank J. Del Giudice 3/26/18
FRANK J. DEL GIUDICE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION



**US Army Corps  
of Engineers** ®  
New England District

**PLEASE NOTE THE FOLLOWING ADDITIONAL CONDITIONS FOR  
DEPARTMENT OF THE ARMY  
GENERAL PERMIT  
NO. NAE-2018-00166**

1. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
2. The permittee must still obtain any other Federal, State, or local permits as required by law before beginning work. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.
3. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
4. Please note General Condition 21. Sedimentation and Erosion Control on pages 11 and 12 of the attached General Permit.
5. No tree clearing activities shall occur from June 1- July 31 of any given year to minimize the potential effect to the Northern Long eared bat.
6. The permittee and their contractors will minimize the potential for impacts to aquatic habitat by conducting all in-stream work (which includes the installation and removal of cofferdams, as well as other activities) within the specified low flows work window of July 15<sup>th</sup> to September 30<sup>th</sup>.

---

***SECTION 10***

---

**FINANCIAL CAPACITY**

## **Section 10 – Financial Capacity**

The project includes the construction of a pavement overlay and the installation of two fire cisterns. We estimate the cost of these improvements to be approximately as shown below:

1. Install 1.5" Pavement Overlay	\$15,000
2. Install 30,000 gal fire cistern	\$90,000
3. Install 10,000 gal fire cistern	\$30,000
4. Site Cleanup & Erosion Control	\$5,000
 Total Project Cost Estimate:	 \$140,000

The applicant understands that a Performance Guarantee equal to the amount of the required improvements plus contingency will be required prior to starting construction. The applicant has available funds to complete this project.

---

***SECTION 11***

---

**MONUMENTATION**



## **Section 11 – Monumentation**

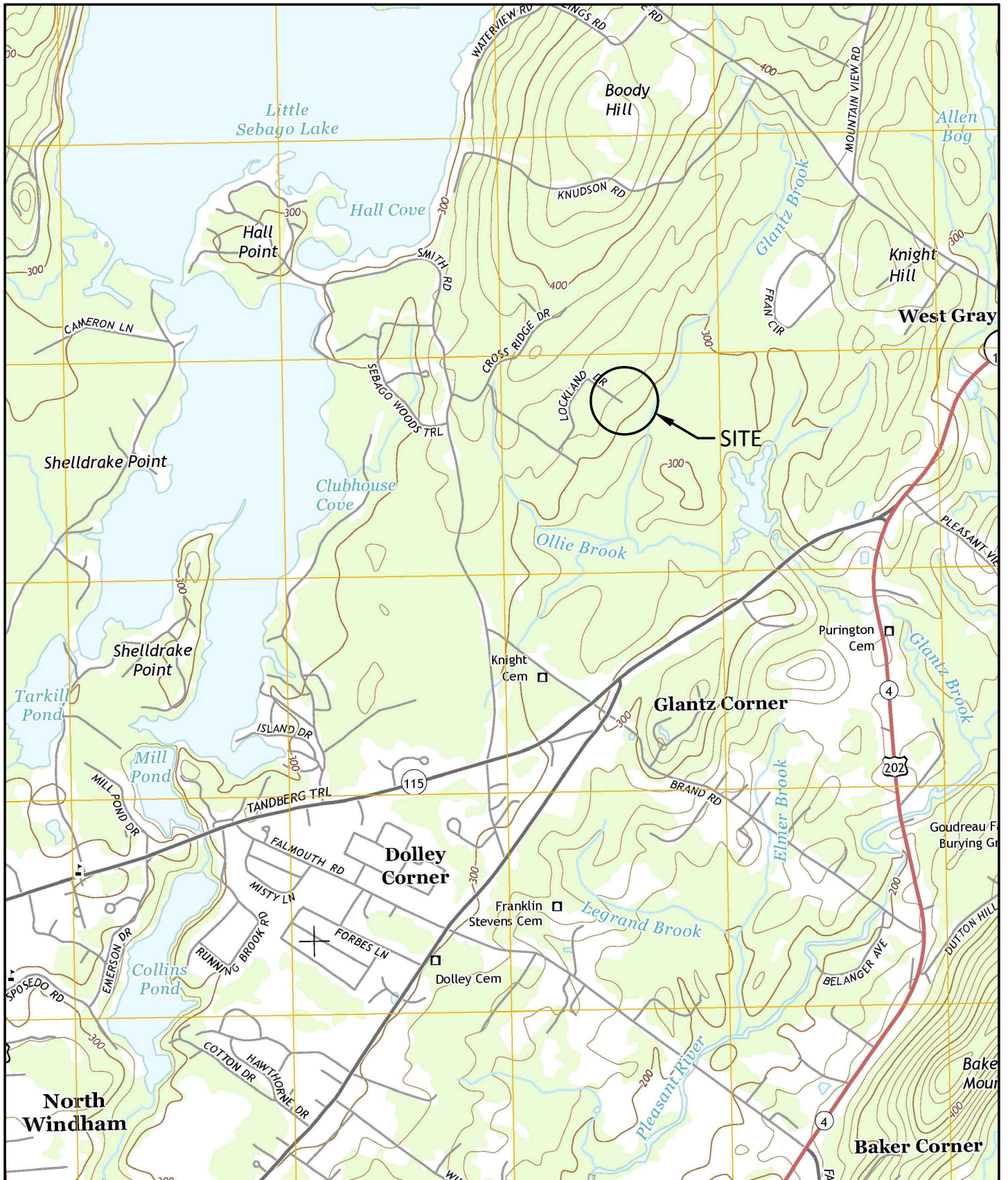
Following receipt of Subdivision Approval, the applicant will retain a licensed land surveyor to install new monumentation or recover existing monumentation to ensure that all lot corners for the 8 proposed lots are monumented with iron pins. Upon completion, we will provide a letter from the land surveyor indicating that all pins have been set in accordance with the approved plan.

---

## *SECTION 12*

---

### SITE VICINITY MAP



**SITE LOCATION MAP**

LOCKLAND DRIVE  
WINDHAM, MAINE

**DM ROMA**

CONSULTING ENGINEERS

59 HARVEST HILL RD  
WINDHAM, ME 04062  
(207) 310-0506

SCALE: 1"=2000'  
DATE: 11-14-2017  
JOB NUMBER: 17046