

Town of Windham

Department of Public Works
185 Windham Center Road
Windham ME 04062

Doug Fortier, Director

Phone: 207-892-1909

drfortier@town.windham.me.us

Fax: 207-892-0542

To: Tony Plante, Town Manager
From: Doug Fortier, Public Works Director
Date: September 17, 2013
Re: Winter Maintenance for Loon Lane

On August 26th Nancy Goslin brought in release forms signed by residents from Loon Lane to apply for winter maintenance. I have inspected the road using the council policy regarding winter maintenance. I have found the following issues that do not meet the policy

- #2 This road has not been through the towns subdivision review
- # 4 The ROW per the deeds is only 20 feet
- # 5 The travel portion of the road is 10 foot wide
- #6 There is no way to know if the gravel base is built to a minor road standard
- #7 There are trees ,rock wall and phone poles that could be easily hit with a plow and wing

Attached are the signed releases

"Working in the Public interest"

www.windhamweb.com

5 Loon Lane
Windham, ME 04062
August 26, 2013

Doug Fortier
Department of Public Works
Town of Windham
Windham, ME 04062

Dear Mr. Fortier:

We, the residents on Loon Lane (formerly known as Lake Avenue) which is located off Sandbar Road are requesting that Loon Lane be included in the town's winter maintenance program for snow plowing. Loon Lane is considered a private road but it does qualify for winter maintenance on most of the 10 criteria set forth in the council policy. There are the minimum 5 separate dwellings served by Loon Lane and the road is in very good repair with an adequate gravel base with no trees or other obstructions which would obstruct or damage a plow blade. The road surface is graded and there are no objects protruding out of the road surface and there is adequate clearances so that there would not be any danger of damage to any plow equipment. There is a large turnaround at the end of the road that would allow plow trucks and all emergency type vehicles as well as service vehicles more than an adequate area to safely maneuver a turn and exit from the road. We are concerned that without proper plowing as is done on many of the other similar roads off Sandbar Road, that our residents might be in danger if they needed fire, police, or rescue services quickly. We also need to have repair and service vehicle access to our homes that are located along Loon Lane. Central Maine Power, Telephone and Cable Repair and Heating Fuel (oil and propane) trucks are just a few of the vehicles that would need access quickly soon after a winter storm. We feel that each of us pays a large amount of property taxes for services rendered by the Town of Windham and winter maintenance is one of those services that should be included for our residents. Please feel free to contact me and come join us on Loon Lane to walk the road and determine that YES, we should be eligible for winter maintenance.

Sincerely,



Nancy Goslin
207-408-1980
mamagoose6@hotmail.com

(Approved December 13, 1994)

Town of Windham
Release Form
Permission to Enter Road and Release of Liability

In consideration and acknowledgment of the terms of the "Council Policy Regarding the Extension of Winter Maintenance on Public Easements" (hereinafter referred to as "Policy"), a copy of which is attached, as approved by the Windham Town Council on December 13, 1994, and as may be revised; I/We the undersigned hereby grant permission for the Town to enter upon a section of

Loon Lane

(Print road name and description of section to be included)

in order to provide winter maintenance services. I/We represent that I/we, or a representative road association of which I am a member, owns, manages and controls said road, and that I/we do hereby recognize that the Town's responsibilities are limited to the conditions of said "Policy", including the right to terminate winter maintenance services at any time, to hold the Town harmless regarding any liability contention, to recognize that this document is not a contract between the Town of Windham and the undersigned, to maintain the roadway in good repair and free of visual obstructions, and to acknowledge that in allowing access for winter maintenance, there is no presumption in any way of its acceptance as a public way by the Town of Windham.

This form is simply an inducement to the Town of Windham to provide winter maintenance services for said road section in accordance with the conditions and stipulations of the "Policy".

I/we have read this document carefully, and sign it voluntarily with full knowledge of its significance on this date of 8/22/03.

By: 8 Vicki Kirk
3 Loon Ln
Windham, ME

(Print name and address)

Vicki Kirk
(Signature)

By: _____

(Print name and address)

(Approved December 13, 1994)

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Loon Lane - entire length of road

(Print road name and description of section to be included)

in order to provide winter maintenance services. I/We represent that I/we, or a representative road association of which I am a member, owns, manages and controls said road, and that I/we do hereby recognize that the Town's responsibilities are limited to the conditions of said "Policy", including the right to terminate winter maintenance services at any time, to hold the Town harmless regarding any liability contention, to recognize that this document is not a contract between the Town of Windham and the undersigned, to maintain the roadway in good repair and free of visual obstructions, and to acknowledge that in allowing access for winter maintenance, there is no presumption in any way of its acceptance as a public way by the Town of Windham.

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I/we have read this document carefully, and sign it voluntarily with full knowledge of its significance on this date of August 22, 2013

By: Nancy Goslin
5 Loon Lane
Windham, ME 04062
(Print name and address)

Nancy Goslin
(Signature)

By: Richard Goslin
5 Loon Lane
Windham, ME 04062
(Print name and address)

Richard Goslin

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Loon Lane Windham ME 04062
(Print road name and description of section to be included)

in order to provide winter maintenance services. I/We represent that I/we, or a representative road association of which I am a member, owns, manages and controls said road, and that I/we do hereby recognize that the Town's responsibilities are limited to the conditions of said "Policy", including the right to terminate winter maintenance services at any time, to hold the Town harmless regarding any liability contention, to recognize that this document is not a contract between the Town of Windham and the undersigned, to maintain the roadway in good repair and free of visual obstructions, and to acknowledge that in allowing access for winter maintenance, there is no presumption in any way of its acceptance as a public way by the Town of Windham.

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I/we have read this document carefully, and sign it voluntarily with full knowledge of its significance on this date of _____.

By: Judy James
7 Loon Lane
Windham, ME 04062
(Print name and address)

Judy James
(Signature)

By: _____

(Print name and address)

(Approved December 13, 1994)

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I/we have read this document carefully, and sign it voluntarily with full knowledge of its significance on this date of Aug. 22, 2013.

By: Pauline B. Hall
11 Loon Lane
Windham, Me.
(Print name and address)

Pauline B. Hall
(Signature)

By: _____

(Print name and address)

(Approved December 13, 1994)

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12 LOON LANE, WINDHAM, ME. ENTIRE ROAD (Plow)
(Print road name and description of section to be included)

in order to provide winter maintenance services. I/We represent that I/we, or a representative road association of which I am a member, owns, manages and controls said road, and that I/we do hereby recognize that the Town's responsibilities are limited to the conditions of said "Policy", including the right to terminate winter maintenance services at any time, to hold the Town harmless regarding any liability contention, to recognize that this document is not a contract between the Town of Windham and the undersigned, to maintain the roadway in good repair and free of visual obstructions, and to acknowledge that in allowing access for winter maintenance, there is no presumption in any way of its acceptance as a public way by the Town of Windham.

This form is simply an inducement to the Town of Windham to provide winter maintenance services for said road section in accordance with the conditions and stipulations of the "Policy".

I/we have read this document carefully, and sign it voluntarily with full knowledge of its significance on this date of 22 Aug 2013.

By: Theodore BRISSETTE
12 LOON LANE
WINDHAM, MAINE 04062
(Print name and address)

Theodore Brissette
(Signature)

By: Evelyn BRISSETTE
12 LOON LANE
WINDHAM, ME 04062
(Print name and address)

E. W. V. C.

Joint Tenancy

~~THAT~~ We, **JAMES R. LAUGHLIN and NANCY F. LAUGHLIN** of Lincoln Park, County of Morris and State of New Jersey in consideration of one dollar (\$1.00) and other considerable consideration paid by **RICHARD L. GOSLIN and NANCY D. GOSLIN** whose mailing address is 11 Susan Lane, Falmouth, Maine 04105 the receipt whereof we do hereby acknowledge, do hereby **give, grant, bargain, sell and convey** unto the said **RICHARD L. GOSLIN and NANCY D. GOSLIN** as joint tenants and not as tenants in common, their heirs and assigns forever,

a certain lot or parcel of land, with the buildings thereon, situated on the West Shore of Little Sebago Lake in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

BEGINNING at a point on the southerly line of Lake Avenue at the northwesterly corner of land formerly of Armstrong, now or formerly of Morton;

THENCE southwesterly along said Armstrong or Morton land to the center of the meadow brook;

THENCE westerly along the meadow brook to an iron located one hundred (100) feet westerly in a direct line from the stake at the end of the first course;

THENCE northeasterly one hundred ten (110) feet to an iron in the line of said Lake Avenue located one hundred ten (110) feet westerly from the point of beginning;

THENCE easterly by Lake Avenue one hundred ten (110) feet to the point of beginning.

ALSO GRANTING AND CONVEYING hereby without warranty covenants as appurtenant to the herein above described parcel and conveyed premises and running with the land, a right of way or passage by foot and by vehicle in common with John P. Dugan, his heirs and assigns, and others, along and across a twenty (20) feet wide right of way known as Lake Avenue and running from Sand Bar Road in the Town of Windham, County of Cumberland and State of Maine to Little Sebago Lake and having its southerly sideline described as follows:

BEGINNING at an iron peg stake at the westerly end of Lake Avenue, as shown on an unrecorded plan of a development known as Little Sebago Terrace and Beaches drawn by Carl A. Jordan and dated September 30, 1932, said stake being in the center of the Old South Pond Road, so-called, and now approximately twenty-five (25) feet west of the westerly sideline of the present Sand Bar Road as it now exists;

THENCE South 82° 47' East for a distance of five hundred twenty-seven and five tenths (527.5) feet to the northerly corner of land now or formerly of John P. Dugan;

THENCE South 72° 00' East for a distance of one hundred (100) feet, more or less, to Little Sebago Lake.

ALSO CONVEYING a similar right of way to these Grantees, in common with John P. Dugan, his heirs and assigns, and others, over a triangular piece of land abutting a portion of the southerly sideline of the right of way next above described and being more particularly bounded and described as follows.

BEGINNING at a most easterly end of the southerly sideline of said first above described right of way;

THENCE southerly along the westerly shore of Little Sebago Lake for a distance of ten (10) feet to a point;

THENCE West 30° North for a distance of approximately one hundred (100) feet to a point on the southerly sideline of said right of way first above described;

THENCE South 72° East along the southerly sideline of said first above described right of way to the point of beginning.

PROVIDED, HOWEVER, that nothing herein contained shall be construed to prohibit John P. Dugan, his heirs or assigns, from maintaining in or upon a portion of Lake Avenue a certain fence, the westerly end thereof being four and nine tenths (4.9) feet northerly from the most northerly corner of land now or formerly of John P. Dugan and the most easterly end being at the most southeasterly corner of the second right of way hereinbefore described.

Meaning and intending to convey the same premises conveyed to the *Grantors herein by deed of Albert H. Hodgkins, Jr. and Frances L. Hodgkins* dated December 10, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3949, Page 192.


To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said **RICHARD L. GOSLIN and NANCY D. GOSLIN** as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

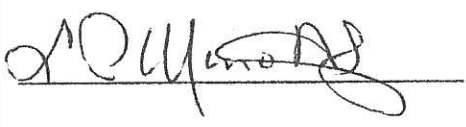
And we do **covenant** with the said Grantees, their heirs and assigns, that we are lawfully seized in fee of the premises, that they are free of all encumbrances; that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will **warrant and defend** the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

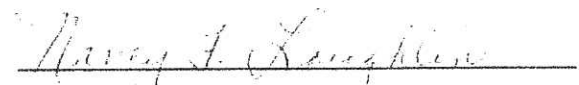
In Witness Whereof, We, the said **JAMES R. LAUGHLIN**
and **NANCY F. LAUGHLIN**,
joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights to the above described premises, have hereunto set our hands and seals this 18th day of the month of March, A.D. 1991.

Signed, Sealed and Delivered
in presence of




_____ **JAMES R. LAUGHLIN**

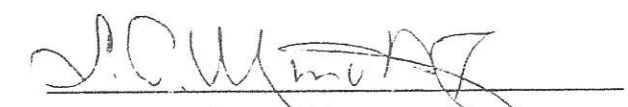



_____ **NANCY F. LAUGHLIN**

State of Maine, County of Cumberland, ss. March 18, 1991

Then personally appeared the above named **JAMES R. LAUGHLIN** and **NANCY F. LAUGHLIN** and acknowledged the foregoing instrument to be their free act and deed.

Before me,



~~Notary Public~~ / Attorney at Law

Printed Name, Lawrence P. Monagan

29932
Know all Men by these Presents,

That we, ALBERT H. HODGKINS, JR. and FRANCES L. HODGKINS, both of Portland in the County of Cumberland and State of Maine, (the said Frances L. Hodgkins also known as F. Lorraine Hodgkins)

in consideration of One Dollar (\$1.00) and other valuable consideration,

paid by JAMES R. LAUGHLIN and NANCY F. LAUGHLIN, both of Lincoln Park in the County of Morris and State of New Jersey and whose mailing address is 72 Foothill Drive, Lincoln Park, New Jersey, 07035

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said JAMES R. LAUGHLIN and NANCY F. LAUGHLIN

as joint tenants and not as tenants in common, their heirs and

assigns forever, a certain lot or parcel of land, with the buildings thereon, situated in the Town of Windham, County of Cumberland and State of Maine, on the West Shore of Little Sebago Lake, bounded and described as follows:

Beginning at a point on the southerly line of Lake Avenue at the northwesterly corner of land formerly of Armstrong, now or formerly of Morton; thence southwesterly along said Armstrong or Morton land to the center of the meadow brook; thence westerly along the meadow brook to an iron located one hundred (100) feet westerly in a direct line from the stake at the end of the first course; thence northeasterly, one hundred ten (110) feet to an iron in the line of said Lake Avenue located one hundred ten (110) feet westerly from the point of beginning; thence easterly by Lake Avenue, one hundred ten (110) feet to the point of beginning.

Being the same premises conveyed to the Grantors herein by Laurence M. Goddard et al by Warranty Deed dated January 31, 1964 and recorded in the Cumberland County Registry of Deeds in Book 2802, Page 245.

Also hereby conveying all our right, title and interest in and to the rights of way and easements set forth in the deed to the Grantors herein by Richard J. Conley et al dated February 24, 1964 and recorded in said Registry of Deeds in Book 2805, Page 358.

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said

JAMES R. LAUGHLIN and NANCY F. LAUGHLIN

as joint tenants and not as tenants in common, their heirs and assigns, to their own use and behoof forever.

And we do covenant with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all encumbrances;

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs shall and will Warrant and Defend the same to the said Grantees, their heirs and assigns against the lawful claims and demands of all persons.

In Witness Whereof, we, the said ALBERT H. HODGKINS, JR. and FRANCES L. HODGKINS, being husband and wife, each ~~and~~

~~wife~~ ~~of the said~~

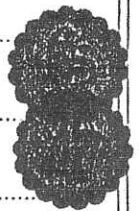
joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this 10th day of December in the year of our Lord one thousand nine hundred and seventy-six.

Signed, Sealed and Delivered

in presence of

Charles W. Redman
C. R. B.

Albert H. Hodgkins Jr.
Frances L. Hodgkins



State of Maine, Cumberland ss. December 10, 1976

Personally appeared the above named Albert H. Hodgkins, Jr. and Frances L. Hodgkins and acknowledged

the foregoing instrument to be their free act and deed.

Before me, *Charles W. Johnson*

~~Justice of the Peace.~~

Notary Public.

~~Attorney at Law.~~

DEC 10 1976

RECORDS OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 4 H 22 PM, and recorded in

BOOK 3949 PAGE 192 *Margaret Leher* Acting Register

Know all Men by these presents,

That We, Richard J. Conley and Reola M. Conley, both of Portland
in the County of Cumberland and State of Maine

in consideration of One Dollar and other valuable considerations
(Being less than \$100).

paid by Albert H. Hodgkins, Jr. and Frances L. Hodgkins, both of
South Portland, County of Cumberland and State of Maine

the receipt whereof we do hereby acknowledge, do hereby ratify,
ratify, bargain, sell and convey and forever quit-claim unto the said
Albert H. Hodgkins, Jr. and Frances L. Hodgkins, as joint tenants
and not as tenants in common, their

Heirs and Assigns forever
All our right, title and interest in and to a right of way or
passage by foot and by vehicle in common with John P. Dugan, his
heirs and assigns, and others along and across a twenty (20) foot
wide right of way known as Lake Avenue and running from Sand Bar
Road in the Town of North Windham, County of Cumberland and State
Maine, to Little Sebago Lake and having its southerly sideline
described as follows:--Beginning at an iron peg stake at the west
end of Lake Avenue, as shown on an unrecorded plan of a developm
known as Little Sebago Terrace and Beaches drawn by Carl A. Jord
and dated September 30, 1932, said stake being in the center of
Old South Pond Road, so-called and now approximately twenty-five
(25) feet west of the westerly sideline of the present Sand Bar
Road as it now exists; thence South 82° 47' East for a distance
of five hundred twenty-seven and five tenths (527.5) feet to the
northerly corner of land now or formerly of John P. Dugan; thence
South 72° 00' East for a distance of one hundred (100) feet, more
or less to Little Sebago Lake.

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feet to a point on the southerly sideline of said right of way
above described; thence South 72° East along the southerly side
of said first above described right of way to the point of begi

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end thereof being four and nine tenths (4.9) feet northerly fro
northerly corner of land now or formerly of John P. Du

the most northerly corner of land now or formerly of John P. ...
and the most easterly end being at the most southeasterly corner
the second right of way hereinbefore described.

Being the same premises conveyed to these grantors by John P. ...
by quit claim deed dated February 21, 1962, recorded in Cumber
County Registry of Deeds in Book 2664, Page 179.

QC w/o covenants 2/24/64

2/25/64

2/25/64

4-10