

From: Harry Tideswell <hrtides2212@gmail.com>
Sent: Wednesday, July 17, 2024 9:10 PM
To: Planning Board
Subject: Major Subdivision Plan Cross Ridge Drive/Lockland Drive
Attachments: 2012 doc Town Hall.pdf; 2014 Town Hall.pdf; 2013 Town Hall documents.pdf; 2017 Town Hall.pdf

Mr. Steve Puleo, Town of Windham Town Planner:

We have received copies of the administrative consent agreement and the Major Subdivision Preliminary Plan Application submitted by PTG Properties Inc and have noted several key concerns relative to the proposed plan. I will try to be as brief as possible in expressing our concerns.

1. The consent agreement calls for the property owners to meet with the Development Review Team upon receipt of the preliminary plan and other required submittals. At present, is the Development Review Team satisfied with the completeness and validity of the application supporting documents?
2. The consent agreement states that the owners shall demonstrate to the Planning Board that roadways and common elements will be adequately ensured via maintenance agreements and/or homeowners or road association documents. The homeowners are NOT soliciting approval to develop additional properties at this time. PTG Properties has initiated this agreement and therefore, has the responsibility to convey to the Planning Board their plan to maintain roads currently owned by PTG Properties and/or Peter Gillman.

3. Can you please define, what is the State of Maine/Town of Windham standard for road construction for a Major Subdivision Plan? Our concern is that the one year requirement for PTG Properties to improve a very limited section of Cross Ridge Drive by constructing asphalt overlay paving is woefully inadequate for the level of heavy equipment that will be necessary for the development of 8 additional lots for the construction of single family homes. It is our belief that the construction of these 8 homes will represent an initial phase of building in so much as, PTG Properties owns additional lots within the Cross Ridge Community and will retain the right to make applications for additional building permits to develop at least 12 more properties using the roadways under the maintenance and repair management of the current road association as referenced in the agreement. Additionally, the agreement stipulates that the property owners will assume responsibility for the maintenance of cisterns. This will cause an unfair financial burden on property owners and is contrary to the previous public hearings.

4. The posted notice of public hearings states that no new roadways or extensions are being proposed. However, the Major Subdivision Plan annotates in Exhibit A Roadway 1 and Roadway 2 in which the document makes reference to these roads "are intended to be used for any and all purposes for which a town road would be used". Does this statement reflect the construction criteria which mandates depth and width of roadway construction to afford access for emergency vehicles and school buses? Additionally, we have attached a series of documents in chronological order that merit your review and consideration relative to Roadway 1.

5. Our last concern is simply put, the Road Maintenance Agreement was created by the owner of the roadways and dictates that homeowners are solely responsible for the maintenance and upkeep. The owner of the roadways is now proposing a short term remedy for road repairs for which his company stands to profit considerably after the construction of approximately 18 additional properties in the Cross Ridge area that PTG has constructive ownership. The homeowners will then be forced via this consent agreement to repair the roads in perpetuity.

In closing, we would submit two options for your review. Option one, would call for PTG Properties to repair the roads within one year of construction and again within one year of the issuance of the final building permit issued to PTG Properties or associates. This would afford homeowners an opportunity to develop and resource a long term plan which at present is non-existent. Option 2 would be for the Town of Windham to authorize the consent agreement and convert the roadways to Town Managed Roadways versus the current status as Private Roads. This would afford a mutually beneficial for all three parties and not cause unfair financial hardship for the property owners.

Please feel free to respond via email. Governance is not easy but must reflect the needs of the constituents.

HRTIV/CET

Harry and Christina Tideswell
35 Cross Ridge Drive
Windham, Maine 04062

22-14-4

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that **PETER S. GILMAN**, of the Town of Windham, County of Cumberland and State of Maine, for consideration paid, grants to **TAMMY GILMAN**, her heirs and assigns, whose mailing address is 75 Lockland Drive, Windham, Maine 04062, with **QUITCLAIM COVENANTS**, the land in the Town of Windham, County of Cumberland and State of Maine, described as follows:

A certain lot or parcel of land situated in the Town of Windham, County of Cumberland and State of Maine, being located at the Northeasterly terminus of Cross Ridge Drive, Town of Windham, County of Cumberland and State of Maine, and being more particularly described as follows:

Beginning at a point, which is the Southeasterly corner of a certain lot or parcel of land conveyed to Tammy Gilman by Peter S. Gilman by deed dated June 12, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26129, Page 208.

Thence S $37^{\circ} 34' 42''$ E a distance of 50.00 feet to land of Kenyon R. and Eileen D. Clark, as described in deed recorded in said Registry of Deeds in Book 21781, Page 215;

Thence Southwesterly along land of Clarks to the terminus of said Cross Ridge Drive;

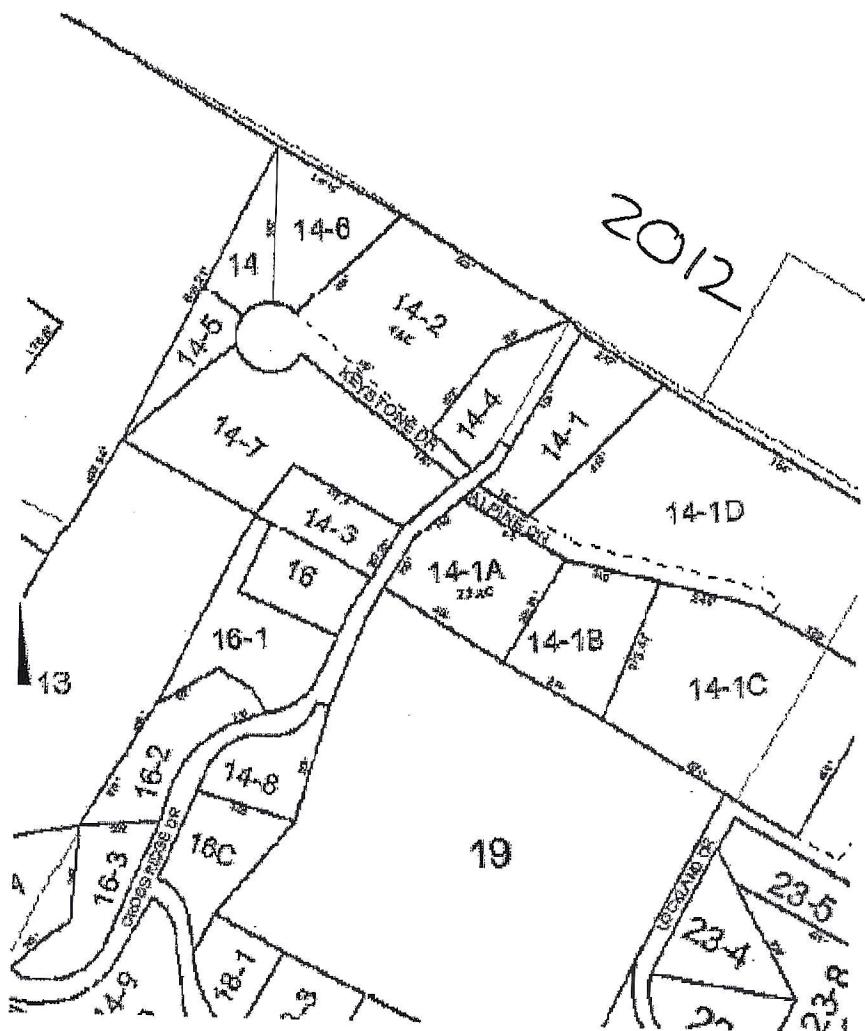
Thence Northwesterly crossing said Cross Ridge Drive to the most Southerly corner of land conveyed to Grantee herein as referenced above.

Thence Northeasterly and 50 distance and parallel to land of said Clarks to the point of beginning.

The purpose of this deed is to add this 50-foot strip to the aforesaid Grantee's land and by doing so, to terminate any intended extension of Cross Ridge Drive over said strip and to terminate any such reservation and to require it hereafter to become a part of said adjoining Tammy Gilman lot and not be severable hereafter.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by deed recorded in said Registry of Deeds in Book 18749, Page 299..

2/20/12



1 Keystone

QUITCLAIM DEED
(With Covenant)

22-14-4

KNOW ALL PERSONS BY THESE PRESENTS, that I, TAMMY GILMAN, of the Town of Windham, County of Cumberland and State of Maine, in consideration of One Dollar and other valuable consideration paid by P.T.G. PROPERTIES, INC., a Maine corporation, of the Town of Windham, County of Cumberland and State of Maine, whose mailing address is 75 Lockland Drive, Windham, ME 04062, the receipt whereof is hereby acknowledged, do hereby REMISE, RELEASE, BARGAIN, SELL AND CONVEY and forever QUITCLAIM unto the said P.T.G. PROPERTIES, INC., its successors and assigns forever, the following described real estate:

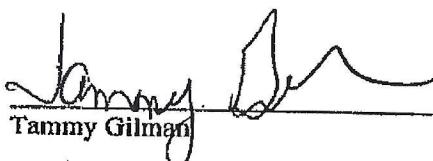
See Exhibit A hereto attached and made a part hereof.

TO HAVE AND TO HOLD, the same, together with all the privileges and appurtenances thereto belonging, to the said P.T.G. PROPERTIES, INC., its successors and assigns forever, to use and behoof forever.

AND I COVENANT with the said Grantee, their successors and assigns forever, that I will WARRANT AND FOREVER DEFEND the premises to the said Grantee, their successors and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

IN WITNESS WHEREOF, the said TAMMY GILMAN has hereunto set her hand and seal this 16th day of August, 2013.

WITNESS:



Tammy Gilman

STATE OF MAINE
Cumberland, ss.

August 16, 2013

Then personally appeared the above-named Tammy Gilman and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Notary Public/Attorney at Law

Print Name: _____

My Commission Expires: _____

SEAL

PETER H. GODSOE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 5, 2016

EXHIBIT "A"
(50,181 sq. ft. Lot)

A certain lot or parcel of land situated on the Northwesterly side of Cross Ridge 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 37°34'42" W a distance of 50.00 feet and then S 52°25'18" W a distance of 1.00 feet from a 5/8" capped rebar found set in the ground on the Gray-Windham Town Line at the Easterly corner of land now or formerly of Peter S. Gilman and the Northerly corner of land now or formerly of Kenyon R. & Eileen D. Clark (21,781/215);

Thence S 52°25'18" W across land now or formerly of Peter S. Gilman and along the side line of Cross Ridge Drive 391.08 feet to a point;

Thence S 70°24'49" W continuing across land now or formerly of Peter S. Gilman and along the said side line of Cross Ridge Drive 64.86 feet to a point being the intersection of the said side line of Cross Ridge Drive with the Northeasterly side line of a 50 foot wide private right of way also known as Keystone Drive;

Thence N 26°55'43" W continuing across land now or formerly of Peter S. Gilman and along the said side line of the said private right of way 150.00 feet to a point and land now or formerly of Jerry W. and Bethany E. Hunt described in deed recorded in the Cumberland County Registry of Deeds in Book 25910, Page 285;

Thence N 61°25'04" E continuing along land of said Hunt 255.00 feet to a point;

Thence N 88°47'55" E continuing along land of said Hunt 215.10 feet to the point of beginning. Containing 50,181 square feet.

All bearings are Magnetic of the year 1958.

*Only describes
Original parcel*

This conveyance is made together with the rights in common with others in and to the said private 50-foot wide right of way known as Cross Ridge Drive, subject to the possible rights of others, as it runs Northeasterly and then Northwesterly from the Smith Road to the above described lot and a similar right over the private way known Keystone Drive, which extends northwesterly from Cross Ridge Drive. These rights-of-way are intended to be used for any and all purposes for which a Town Road would be used including utilities.

Said premises above described are conveyed subject to the terms of a certain Master Road Maintenance Agreement dated June 12, 2008 and recorded in said Registry of Deeds in Book 26131, Page 130 and further subject to all covenants and restrictions as set forth in the Declaration of Restrictions attached hereto as Schedule B.

Reference is made to Plan of Cross Ridge Drive & Lockland Drive made for Peter Gilman, dated April 2008 and recorded in the Cumberland County Registry of Deeds in Plan Book 208, Page 255.

Meaning and intending to convey the premises conveyed to this Grantor by Quitclaim Deed of Tammy Gilman dated August 16, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30969, Page 32 including those rights acquired by Tammy Gilman by deed of Peter S. Gilman dated February 15, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29376, Page 317

What rights?

22-14-4

WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, P.T.G. PROPERTIES, INC., a Maine corporation, of the Town of Windham, County of Cumberland and State of Maine, for consideration paid, grants to LEVI P. ROBBINS and BRIANNA D. ROBBINS, of Windham, and having a mailing address is 4 Florida Drive, Windham, Maine, in the County of Cumberland and State of Maine, as joint tenants with **WARRANTY COVENANTS**, the land in the Town of Windham, County of Cumberland and State of Maine, described as follows:

That certain lot or parcel of land situated on the northwesterly side of Cross Ridge Drive, Windham, Maine and more particularly described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said P.T.G. Properties, Inc., as hereunto set its hand and seal this 25th day of the month of February, 2014.

WITNESS:

P.T.G. Properties, Inc.

By:

Peter S. Gilman
Its President

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

February 25, 2014

Then personally appeared the above named Peter S. Gilman, the President of P.T.G. Properties, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and individually.

Before me,

Jill A. Gerrish
NOTARY PUBLIC
State of Maine
My Commission Expires 7/10/2019

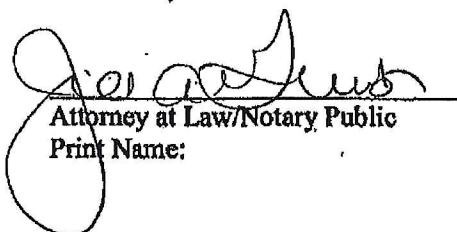

Attorney at Law/Notary Public
Print Name:

EXHIBIT A

A certain lot or parcel of land situated on the Northwesterly side of Cross Ridge 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 37°34'42" W a distance of 50.00 feet and then S 52°25'18" W a distance of 1.00 feet from a 5/8" capped rebar found set in the ground on the Gray-Windham Town Line at the Easterly corner of land of the Grantor and the Northerly corner of land now or formerly of Kenyon R. & Eileen D. Clark (21,781/215);

Thence S 52°25'18" W across land of the Grantor and along the side line of Cross Ridge Drive 391.08 feet to a point;

Thence S 70°24'49" W continuing across land of the Grantor and along the said side line of Cross Ridge Drive 64.86 feet to a point being the intersection of the said side line of Cross Ridge Drive with the Northeasterly side line of a 50 foot wide private right of way;

Thence N 26°55'43" W continuing across land of the Grantor and along the said side line of the said private right of way 150.00 feet to a point and land now or formerly of Jerry W. and Bethany E. Hunt described in deed recorded in the Cumberland County Registry of Deeds in Book 25910, Page 285;

Thence N 61°25'04" E continuing along land of said Hunt 255.00 feet to a point;

Thence N 38°47'55" E continuing along land of said Hunt 215.10 feet to the point of beginning. Containing 50,181 square feet.

All bearings are Magnetic of the year 1958.

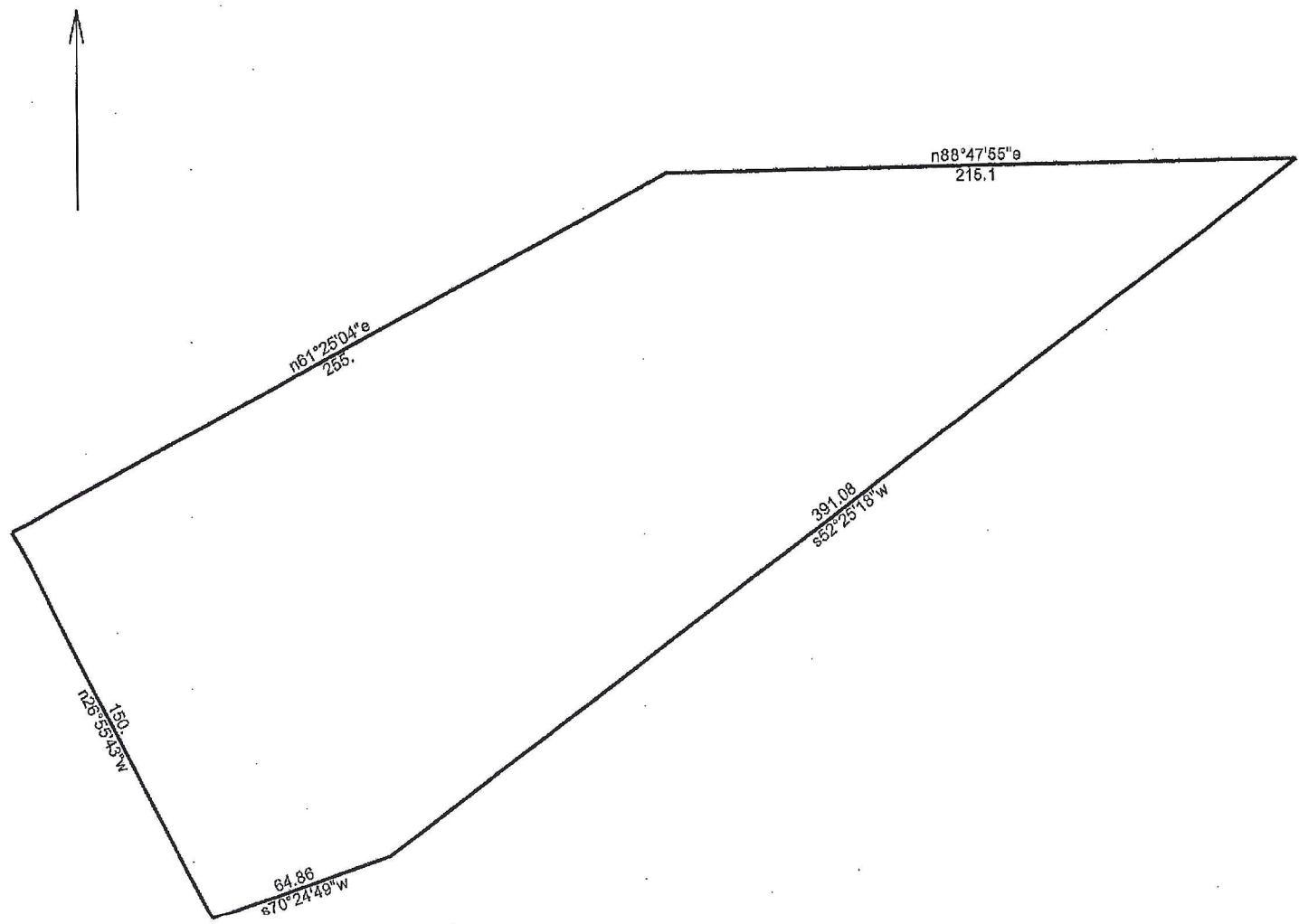
This conveyance is made together with the rights in common with others in and to the said private 50-foot wide right of way known as Cross Ridge Drive, except to include the fee for that portion of the extension thereof granted to Tammy Gilman by deed of Peter S. Gilman dated February 15, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29376, Page 31 subject to the possible rights of others, as it runs Northeasterly and then Northwesterly from the Smith Road to and along the above described lot. These right-of-ways are intended to be used for any and all purposes for which a Town Road would be used including utilities.

Reference is made to Plan of Cross Ridge Drive & Lockland Drive made for Peter Gilman, dated April 2008 and recorded in the Cumberland County Registry of Deeds in Plan Book 208, Page 255.

Both parcels above described are conveyed subject to the terms of the Road Maintenance Agreements of record.

Received
Recorded Register of Deeds
Aug 27/2013 03:24:57P
Cumberland County
Pamela E. Lovley

2
This was
removed
from the Deed
2



22-14-4

1/14/2019

Scale: 1 inch= 57 feet

File:

Tract 1: 1.1520 Acres (50181 Sq. Feet), Closure: n00,0000e 0.00 ft. (1/511262), Perimeter=1076 ft.

01 s52.2518w 391.08
 02 s70.2449w 64.86
 03 n26.5543w 150.
 04 n61.2504e 255.
 05 n88.4755e 215.1

22-14-1

DLN: 1001740012445

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENT: That we, Stephen D. Jack and Joyce E. Jack, of 35 Gross Ridge Drive, Windham, ME 04062, for consideration paid, grant to Harry R. Tideswell, IV, of 5665 Trystin Tree Drive, Medina, OH 44256, with WARRANTY COVENANTS:

A certain lot or parcel of land, with the buildings thereon, situated on the Southeasterly side of Cross Ridge Drive and the Northeasterly side of Alpine Drive in the Town of Windham, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) found set in the ground at the intersection of the Southeasterly side line of Cross Ridge Drive and the Northeasterly side line of Alpine Drive;

Thence N $70^{\circ}24'49''$ E along Cross Ridge Drive 62.57 feet to a point;

Thence N $52^{\circ}25'20''$ E continuing along the said Cross Ridge Drive 400.01 feet to a 5/8" capped rebar (#1328) found set in the ground on the Gray/ Windham Town Line;

Thence S $37^{\circ}34'42''$ E along the said Town Line 247.00 feet to a point;

Thence S $66^{\circ}39'41''$ W across land of the Grantor 472.93 feet to a point on the said side line of Alpine Drive;

Thence N $38^{\circ}00'11''$ W along the said side line of Alpine Drive 150.00 feet to the point of beginning. Containing 2.00 acres.

This conveyance is made together with the rights in common with others in and to the said Cross Ridge Drive as it runs in a generally Northeast direction from the Smith Road to and along the above described lot and the said Alpine drive as it runs from the said Cross Ridge Drive Southeasterly along the above described lot. These roads are intended to be used for any and all purposes for which a Town Road would be used including utilities.

All bearings are Magnetic of the year 1958.

Also conveying herewith a right of way over said Alpine Drive as redefined in said Amended Road Maintenance/Easement Agreement and subject to the terms of said Amended Road Maintenance/Easement Agreement and of the original underlying Road Maintenance/Easement Agreement dated February 20, 2003 and recorded in the Cumberland County Registry of Deeds

in Book 19047, Page 133, as well as with the benefit of and subject to the various easements contained in a certain deed from Peter Gilman, et al. dated February 20, 2003 and recorded in said Registry of Deeds in Book 19047, Page 125. ← *description attached*

Reference is hereby made to a deed to Stephen D. Jack and Joyce E. Jack by virtue of a warranty deed from Kenyon R. Clark et al. dated 03/08/2012 and recorded at the Cumberland County Registry of Deeds in Book 29415, Page 86.

EXECUTED this 15 day of February, 2017.

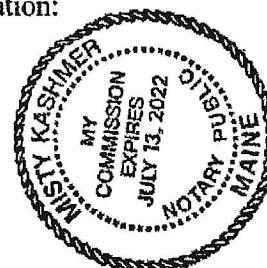
Stephen D. Jack
Stephen D. Jack

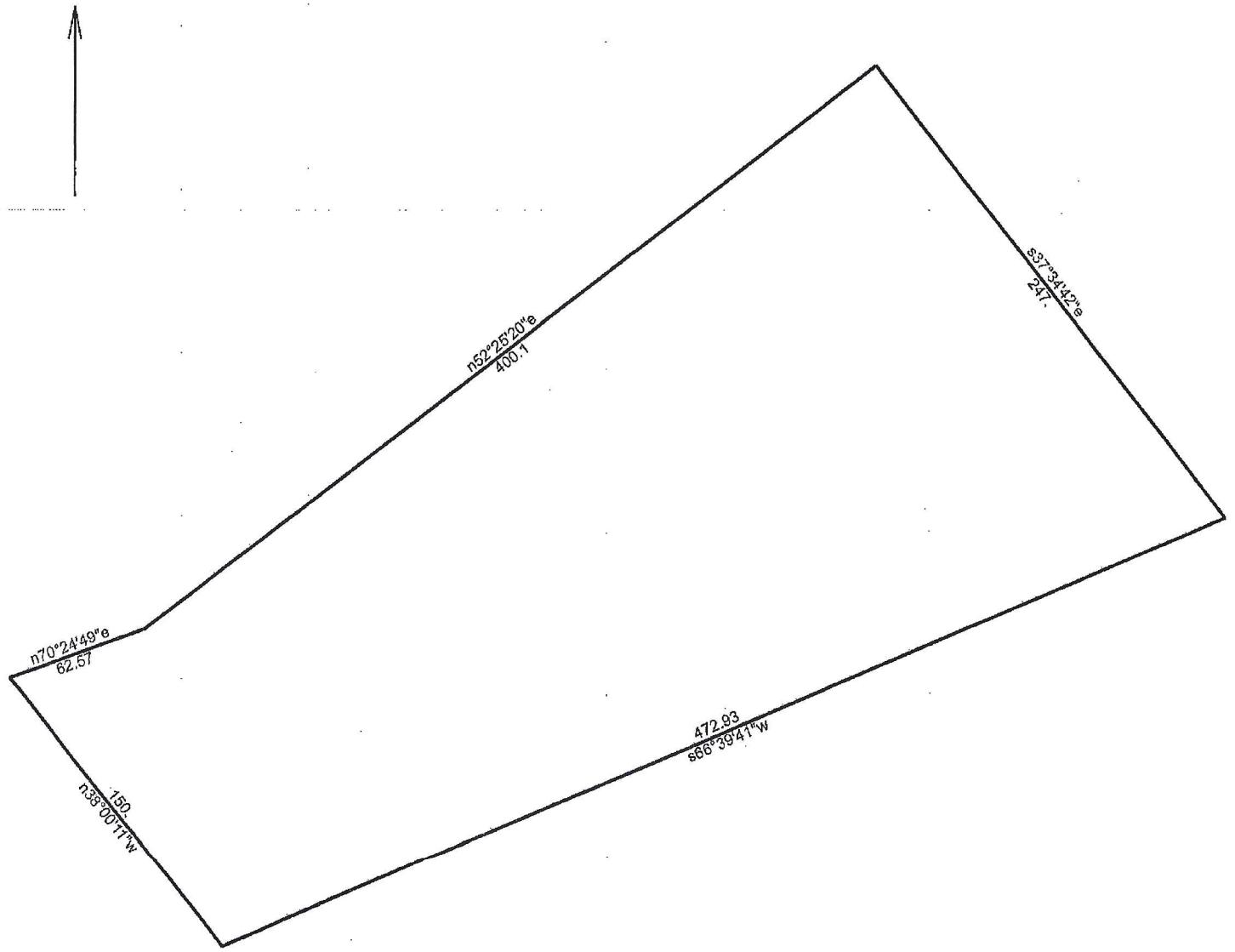
Joyce E. Jack
Joyce E. Jack

State of Maine
County of Cumberland

Then personally appeared before me on this 15 day of February, 2017, the said Stephen D. Jack and Joyce E. Jack and acknowledged the foregoing to be their voluntary act and deed.

U. M. Smith
Notary Public/Justice of the Peace
Commission expiration:





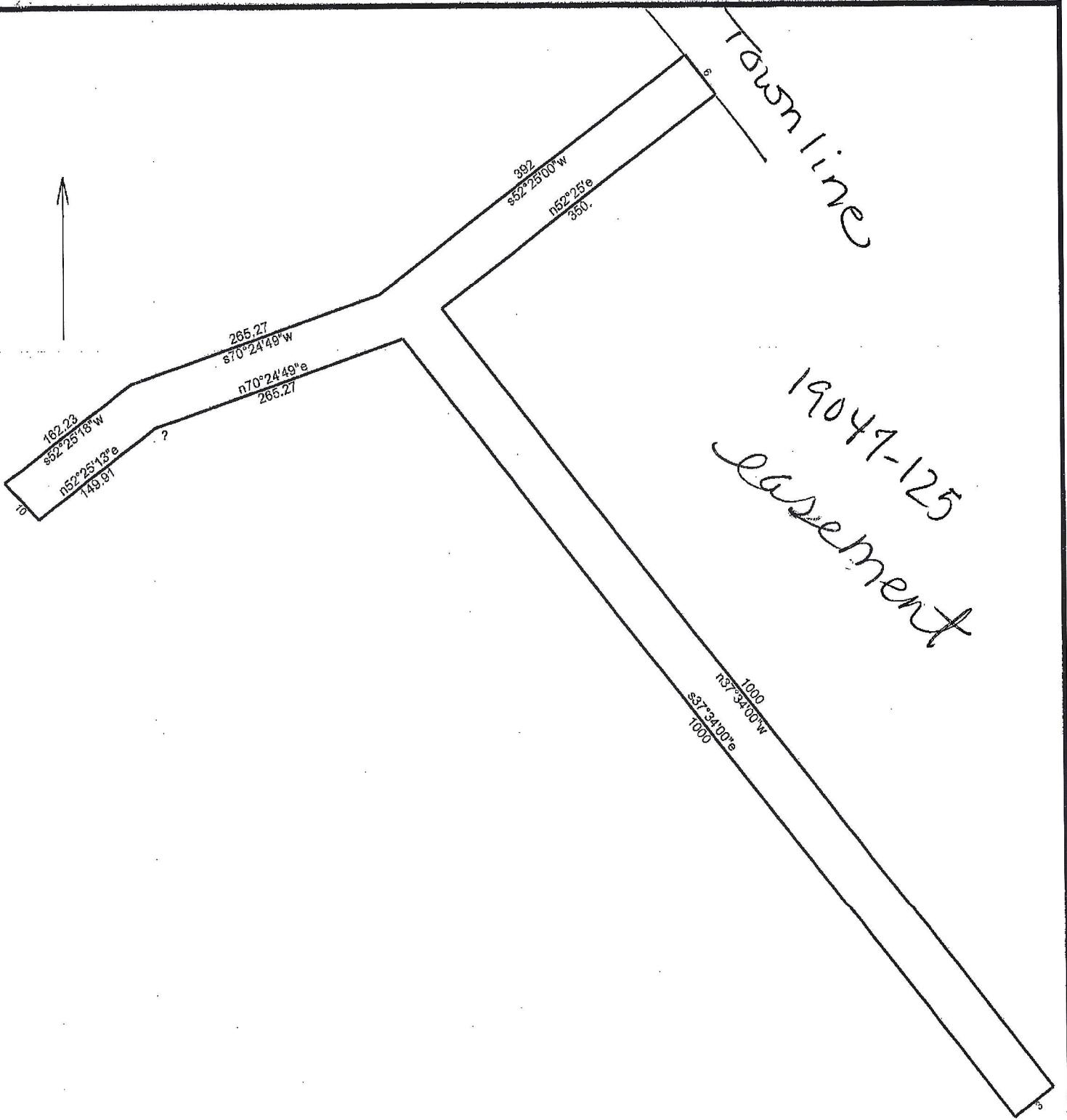
22-14-1

1/14/2019

Scale: 1 inch= 68 feet File:

Tract 1: 2,0020 Acres (87208 Sq. Feet), Closure: s54.3610w 0.10 ft. (1/13428), Perimeter=1333 ft.

01 n70.2449e 62.57
 02 n52.2520e 400.1
 03 s37.3442e 247.
 04 s66.3941w 472.93
 05 n38.0011w 150.



1/14/2019

Scale: 1 inch= 135 feet File:

Tract 1: 2.0862 Acres (90874 Sq. Feet), Closure: n00.0000e 0.00 ft, (1/951462), Perimeter=3735 ft.

01 n70,2449e 265.27	10 s42,3032e 50.19
02 s37,3400e 1000	11 n52,2513e 149.91
03 n52,25e 50	
04 n37,3400w 1000	
05 n52,25e 350,	
06 n37,3400w 50,	
07 s52,2500w 392	
08 s70,2449w 265.27	
09 s52,2518w 162.23	

