

From: Stephen J. Puleo
Sent: Wednesday, February 19, 2025 3:08 PM
To: Amanda L. Lessard
Subject: FW: Lisa Drive
Attachments: Langerman Notes.pdf

Another comment from Mr. Langerman.

From: Brian Langerman <brianlangerman@gmail.com>
Sent: Wednesday, February 19, 2025 2:56 PM
To: Aaron Hunter <ahunter@sebagotechnics.com>
Cc: Stephen J. Puleo <sjpuleo@windhammaine.us>; Robert Cloutier <bob@cloutierbuilding.com>; Gregory W Files <gregorywfiles@hotmail.com>; Remi McDonald <rmcdonald@sebagotechnics.com>; Jordan Gagnon <jgagnon@sebagotechnics.com>
Subject: Lisa Drive

External sender <brianlangerman@gmail.com>
Make sure you trust this sender before taking any actions.

Hi Aaron,

This document is filled with errors. Here is the response from my legal council upon review of the deeds and the document. **These changes need to be made prior to the planning board meeting next week.** I am willing to grant the change to the ROW over my existing property if these conditions are met and the changes made to the document as requested. These errors are pretty substantial given the importance of the process, lack of attention to the document and the 3 months of time it's taken to produce and draft.

I will await the changes.

Mr. Puleo,

Please incorporate the attached document into the record with the assertion that these changes need to be made forthwith by Mr. Cloutier's representative and prior to the next planning board meeting or my acceptance to allow the ROW change on my land may be rescinded. I cannot agree to the document as written containing the plethora of errors that it does. I am trying my best to accommodate Mr. Cloutier and his delemia, but this process is proving to be very costly for me and burdensome of my use of time. I would like it done and over with, but it is imperative that it is done correctly. Thank you.

Respectfully,

Brian Langerman

NOTE PAGES OF YOUR DEED 95 BOOK 23231 P 161
WERE RECORDED OUT OF ORDER

Boundary Line Agreement & Maintenance Agreement

WHEREAS the parties own adjacent lots in the Town of Windham, County of Cumberland, and State of Maine as further described herein; and

WHEREAS the properties are adjacent to either Lisa Drive and/or Jules Drive, which are private roads and rights of way, in the Town of Windham, County of Cumberland and State of Maine.

WHEREAS issues have been identified with the use of said Lisa Drive and Jules Drive which the landowners wish to address;

WHEREAS the parties to this agreement wish to clarify the boundaries and configuration of said Lisa Drive and Jules Drive and the adjacent lots.

NOW THEREFORE the parties agree as follows:

1. Parties.

*DELETE MONIQUE
DECEASED
6.14.2005*

A. In this Agreement, "Cloutier" means Vaughn Robert Cloutier and **Monique A. Cloutier** individuals with a mailing address of 44 Roosevelt Trail, Windham ME 04062 and is the owner of the following property: Known as Tax Map 11, Lot 49D defined in the deed at the Cumberland County Registry of Deeds (CCRD) in Book 33679, Page 206 which is referred to herein as **Lot A**.

*SHOULD BE
MICHAEL*

B. In this Agreement, "Langerman" means Brian Michael Langerman Trustee of the **Brian M. Langerman Revocable Living Trust** **Ryan A. Pierce** with a mailing address of 15 Lisa Drive, Windham ME 04062 and which is owner of the following property: Known as Tax Map 11, Lot 49 and as further described in the Warranty Deed recorded in the CCRD in Book 40739, Page 96 which is referred to herein as **Lot B**.

*DELETE
RYAN A. PIERCE*

C. In this Agreement, "Zajac" means Adam G. Zajac an individual with a mailing address of 4 Lisa Drive, Windham, ME 04062 and is the owner of the following property: Known as Tax Map 11, Lot 49B and further described in the Deed recorded at the CCRD in Book **34292**, Page 119 which is referred to herein as **Lot C**.

*SHOULD BE
32492 P 119*

D. In this Agreement, "Manchester & Summers" means Cathleen Manchester and Ruth Summers individuals with a mailing address of 1083 Intervale Road, New Gloucester, ME 04260 and is the owner of the following property: Known as Tax Map 11, Lot 49, D05 as described in the Deed recorded at the CCRD in Book 39463, Page 84 which is referred to herein as **Lot D**.

E. In this Agreement, "Sferes" means Nicholas Ralph and Julie Sferes individuals with a mailing address of 10 Jules Drive, Windham ME 04062 and

are the owners of the following property: Known as Tax Map 11, Lot 49, B02 as described in the Deed recorded at the CCRD in Book 40452, page 251 which is referred to herein as **Lot E**.

2. Prior Agreements.

- A. Easement Deed. From Winston D. Rosendahl, Trustee of the Winston D. and Pearl L. Rosendahl ABC Trust dated May 6, 1991, to Robert Cloutier and Monique A. Cloutier. Said deed dated May 19, 2004, and recorded at the CCRD in Book 21296, Page 171,
- B. Road Maintenance Agreement for Lisa Drive dated May 19, 2004, and recorded at the CCRD in Book 21296, page 176.
- C. Maintenance Agreement, Private Rd. dated February 15, 2002, and recorded at the CCRD in Book 17632, Page 167.

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B 17362

3. Purpose of Agreement. This Agreement is entered into between the parties to adjust the property descriptions and boundary lines of the aforementioned Easements and to modify the Road Maintenance Agreement in compliance with the requirements of the Town of Windham.

4. Agreement. The parties hereto agree upon the new description of the Right of Way known as Lisa Drive and Jules Drive as attached hereto as Exhibit A and B.

The parties have each in turn viewed this Boundary Line Agreement and Maintenance Agreement and the Exhibits attached hereto and accept and desire the same to be the true and correct boundary lines and maintenance agreement between them and admit this to be the location of all boundary lines as described in their respective deeds.

5. Establishment of Lisa Drive & Jules Drive. The parties agree that Lisa Drive & Jules Drive are defined as set forth on the attached Exhibit A and Exhibit B.

Said rights of ways include the right of ingress/egress by foot or vehicle and also the right to install and maintain power and utilities for the properties benefited thereunder.

6. The following restrictions imposed upon Lot B under the Deed found at CCRD Book 23231, Page 163 are hereby rescinded:

- A. The restriction found at CCRD Book 23231, Page 162, in the second to last sentence of the first paragraph which currently reads: "Further, said right of way or easement shall run with the land and is restricted to serve one single-family residence as it exists on the herein-conveyed parcel, which parcel is a portion of the land described in deed recorded in Cumberland County Registry of Deeds in Book 15134, Page 255."

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This section is hereby modified to read: "Further, said right of way or easement shall run with the land which is a portion of the land described in deed recorded in Cumberland County Registry of Deeds in Book 15134, Page 255."

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- B. The last 6 paragraphs found in the document recorded at CCRD Book 23231, Page 164 are hereby terminated. The following wording is hereby revoked:

"This conveyance is made further subject to the following restrictions, which shall run with the land and be binding upon the Grantees, their heirs, successors and/or assigns:

1. The further subdividing of the herein-conveyed parcel is prohibited.
2. All commercial enterprises are prohibited, including without limitation the operation of a repair or storage yard for vehicles, except that a home-based business without commercial traffic shall be acceptable.
3. Animal husbandry is prohibited, except that domestic pets may be kept, but specifically prohibiting the kenneling or keeping of pit bull dogs.
4. Removal of trees as they currently exist along the southerly and southwesterly line is prohibited, except that the Grantees shall have the right to remove diseased trees or those in danger of falling. The Grantee shall also have the right to clear new growth and undergrowth.
5. The erecting or placing of storage or other-type sheds upon the property shall be done in compliance with zoning and set-back ordinances, and shall be maintained in a neat condition, including painting or vinyl siding as applicable."

7. The responsibility of maintenance and plowing expenses for the private ways known as Lisa Drive and Jules Drive shall be shared by the aforesaid Parties, their heirs, successor and/or assigns, as such private way serves said land of the parties, as follows:

- A. From the southeasterly side of River Road to the Second Fork in Lisa Drive the cost of maintenance and plowing shall be shared as follows:
1. Lot B shall be responsible for 25% of said cost.
 2. Lot C shall be responsible for 25% of said cost.
 3. Lot D shall be responsible for 25% of said cost; and
 4. Lot E shall be responsible for 25% of said cost.
- B. From the second fork in Lisa Drive to Lot E the cost of maintenance and plowing shall be shared as follows:

1. Lot C shall be responsible for 33.3% of said cost;
2. Lot D shall be responsible for 33.3% of said cost; and
3. Lot E shall be responsible for 33.3% of said cost.

8. Lot B is hereby granted access over and across Monique Drive, a proposed private way to abut Lot B and to be constructed in the future over Lot A. Said access to Monique Drive shall include the right of ingress/egress by foot or vehicle and also the right to install and maintain power and utilities for the properties benefited thereunder. Upon completion, the parties abutting Monique Drive agree to enter into a Road Maintenance Agreement and to share the cost of maintenance of said **Monique** Drive on an equitable basis. *Monique*

9. Any provisions of the previously recorded Easements or Maintenance Agreements not inconsistent with the terms of this Agreement shall remain in full force and effect.

10. **Recordation.** The parties shall cause or permit this agreement along with any survey plat showing the agreed boundary and descriptions to be recorded in the Cumberland County Registry of Deeds.

Upon Approval by the Town of Windham Planning Board of the Subdivision Plan of Monique Drive Subdivision for ROBERT CLOUTIER, Mr. Cloutier will cause to be recorded a copy of the Proposed Subdivision Plan attached hereto as Exhibit C.

11. **Effect.** The boundaries agreed upon will be permanent and binding upon the heirs and assigns of the undersigned parties.

THE PARTICIPATION OF LOT B IN THE MAINTENANCE OF MONIQUE DRIVE SHALL COMMENCE ~~AND~~ AT THE POINT OF CONSTRUCTION OF A DRIVEWAY FROM SAID LOT TO DIRECTLY TO SAID MONIQUE DRIVE.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed
this:

SIGNED, SEALED AND DELIVERED in the presence of:

_____, 2025
Date

Vaughn Robert Cloutier

_____, 2025
Date

~~Monique A. Cloutier~~

_____, 2025
Date

Brian Michael Langerman Trustee of
The Brian M. Langerman Revocable
Living Trust

SHOULD BE
MICHAEL

_____, 2025
Date

Adam G. Zajac

_____, 2025
Date

Cathleen Manchester

_____, 2025
Date

Ruth Summers

_____, 2025
Date

Nicholas Ralph Sferes

_____, 2025
Date

Julie Sferes

State of _____)
_____ County)

_____, 2025

Then _____ personally _____ appeared

_____ and acknowledged the foregoing instrument to be his/her/its free act and deed.

Before me,

Notary Public

Printed Name of Notary