

April 3, 2017

Ben Smith, Planning Director
Town of Windham
8 School Road
Windham, ME 04062

**Re: Subdivision Plan Amendment
Tax Map 21 Lot 2A
Little Mountain, LLC – Applicant**

Dear Ben:

Enclosed please find our application to amend the Subdivision Plan for the parcel identified on the Town of Windham Assessor's Map 21 Lot 2A. The proposal is to create a 21,965 square foot parcel shown on the enclosed plan as Lot 2A and to convey the remaining 2.1 acres to the abutting landowner Big Mountain, LLC. A request to amend the Site Plan approval associated with this parcel has been submitted concurrent with this application.

The 40-foot shared driveway easement will be revised as described on the attached draft deeds and depicted on the enclosed amended subdivision plan. We suggest that a Condition of Approval be attached that requires the easement deeds to be executed prior to recording of the Amended Subdivision Plan in the Registry of Deeds.

Upon your review of the enclosed information please contact me if you have any questions or if you require any additional information.

Sincerely,
DM ROMA CONSULTING ENGINEERS

Dustin M Roma

Dustin M. Roma, P.E.
President

Cc: Kevin Bosworth, Little Mountain LLC

Project Name: JMC SELF STORAGE EXPANSION

Tax Map: 21 **Lot:** 2A

Estimated square footage of building(s): 20,900 SF OF PUBLIC WAREHOUSING USE

If no buildings proposed, estimated square footage of total development/disturbance:

Contact Information

1. Applicant

Name: BIG MOUNTAIN, LLC

Mailing Address: 3 OLD FORT RD, CAPE ELIZABETH, ME 04107

Telephone: 653 - 6339

Fax:

E-mail: KMBOSWORTH@GMAIL.COM

2. Record owner of property

☒ (Check here if same as applicant)

Name: LITTLE MOUNTAIN, LLC

Mailing Address: 3 OLD FORT RD, CAPE ELIZABETH, ME 04107

Telephone: 653 - 6339

Fax:

E-mail: KMBOSWORTH@GMAIL.COM

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: DUSTIN ROMA

Company Name: DM ROMA CONSULTING ENGINEERS

Mailing Address: 59 HARVEST HILL RD, WINDHAM, ME 04062

Telephone: 310 - 0506

Fax:

E-mail: DUSTIN@DMROMA.COM

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Dustin M Roma 4 - 3 - 17
Signature Date

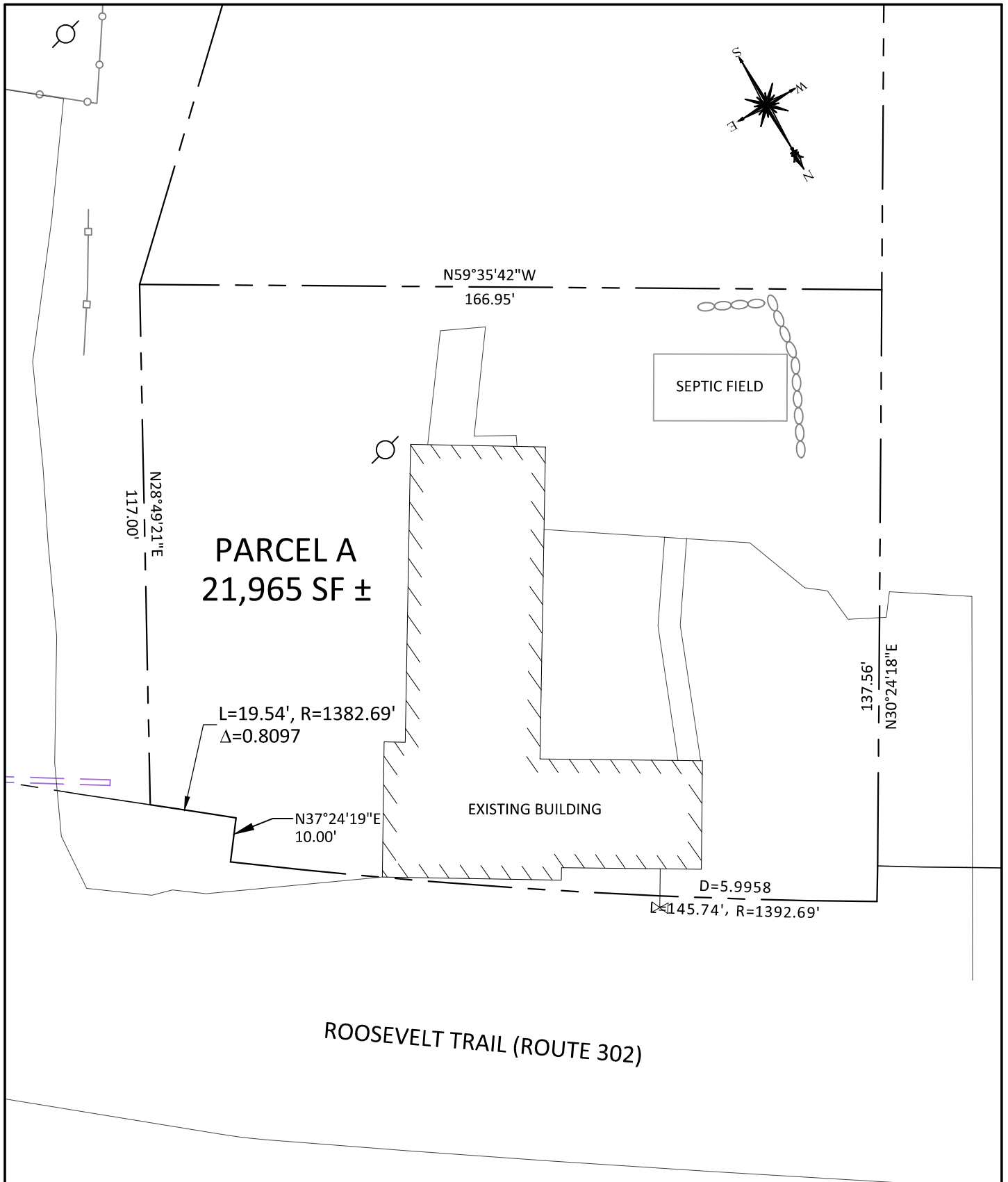


EXHIBIT A

ROOSEVELT TRAIL
WINDHAM, ME

SCALE: 1"=30'
DATE: 02-09-2017
JOB NUMBER: 15021

DM ROMA

CONSULTING ENGINEERS

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

QUITCLAIM WITH COVENANT DEED

KNOW ALL BY THESE PRESENTS, that LITTLE MOUNTAIN, LLC, a Maine limited liability company with a mailing address of 3 Olde Fort Road, Cape Elizabeth, ME, 04107, hereby GRANTS unto DOUBLE A PROPERTIES, LLC, a Maine limited liability company with a mailing address of 8 Storm Drive, Windham, ME 04062, with QUITCLAIM COVENANT, the land with the buildings and improvements thereon situated at 968 Roosevelt Trail, in the Town of Windham, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, KEVIN BOSWORTH, as Manager of LITTLE MOUNTAIN, LLC, has executed this deed as an instrument under seal this ____ day of _____, 2017 in his said capacity on behalf of said limited liability company.

LITTLE MOUNTAIN, LLC

Witness

By: _____
Kevin Bosworth, Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

_____, 2017

Then personally appeared before me the above-named KEVIN BOSWORTH, as Manager of LITTLE MOUNTAIN, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said limited liability company.

Notary Public / Maine Attorney at Law
Print Name:
Commission Expires:

EXHIBIT A

Grantor: Little Mountain, LLC

Grantee: DOUBLE A PROPERTIES, LLC

Property: Part of 968 Roosevelt Trail, Windham, Maine (Part of Tax Map 21, Lot 2A)

A certain parcel of land situated on the southwesterly side of Route 302, also known as Roosevelt Trail, in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Beginning on the southwesterly sideline of Route 302 at the northerly corner of land now or formerly of McNulty Enterprises, Inc. as described in a deed recorded in Book 15833 Page 132 in the Cumberland County Registry of Deeds (CCRD) and the southeasterly corner of land of Little Mountain, LLC as described in a deed recorded in Book 32945 Page 150 CCRD;

Thence S 44° 57' 27" W, by and along said land of McNulty Enterprises, Inc., a distance of 117.00 feet;

Thence N 43° 56' 08" W along a retained portion of said land of Little Mountain, LLC, a distance of 166.95 feet to other land now or formerly of Double A Properties, LLC as described in a deed recorded in Book 33815 Page 132 CCRD;

Thence N 46° 02' 54" E, by and along said other land of Double A Properties, LLC, a distance of 248.18 feet to the southwesterly sideline of Route 302;

Thence by and along the sideline of Route 302 the following courses and distances:

N 47° 02' 55" E a distance of 8.00 feet;

Southeasterly along a curve, concave to the right, having a radius of 1392.69 feet, an arc distance of 145.74 feet;

S 53° 02' 55" W a distance of 10.00 feet;

Southeasterly along a curve, concave to the right having a radius of 1382.69 feet, an arc distance of 19.54 feet to the Point of Beginning.

The parcel contains approximately 21,957 square feet.

Meaning and intending to convey Proposed Lot A as shown on a Plan entitled Boundary Survey, 968 Roosevelt Trail, Windham, Maine, made for Little Mountain, LLC, by Survey, Inc., dated March, 2017, approved by the Windham Planning Board on _____, 2017, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____ (the "Approved Plan"), and being a portion of the premises described in a deed into Little Mountain, LLC recorded in Book 32945, Page 150 in said Registry of Deeds.

DRAINAGE EASEMENT: Subject to and reserving a 20' wide drainage easement (*which*

easement continues southwesterly over retained land of Little Mountain, LLC) shown on a Plan entitled Boundary Survey, 968 Roosevelt Trail, Windham, ME 04062, made for 968 Roosevelt Trail, LLC, by Survey, Inc., dated July 2015, approved by the Windham Planning Board on January 11, 2016, and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 21, such drainage easement for the benefit of the remaining adjacent land of Little Mountain, LLC and others. Provided, nonetheless, that the fee owner of the above-described parcel shall defend, indemnify and hold harmless the fee owner of the retained adjacent land of Little Mountain, LLC from all claims, costs or expenses (including reasonable attorneys' fees) arising from the actions or inaction of the fee owner of the above described parcel in connection with said drainage easement (e.g., impairing the rights of any holder thereof).

UTILITY EASEMENT: **Subject to** an existing perpetual fifteen foot wide utility easement along the southeasterly boundary of the above described parcel (*which easement continues southwesterly over retained land of Little Mountain, LLC*) for the installation, use, maintenance and replacement of utilities, above-ground or below-ground, as set forth in an Easement Deed from 698 Roosevelt Trail, LLC to McNulty Enterprises recorded in Book 32945, Page 156 CCRD (the "McNulty Utility Easement"), such utility easement rights being subject to the specific conditions and benefits allocated between the utility easement holder and the fee holder as more particularly described in said McNulty Utility Easement.

FURTHER, there is **hereby reserved** over the above-described parcel a perpetual fifteen foot wide utility easement, in common with grantee and with the holder of said McNulty Utility Easement, and being coincident with that portion of the McNulty Utility Easement over the above-described parcel in location, conditions and benefits, for the installation, use, maintenance and replacement of utilities, above-ground or below-ground, for the benefit of the remaining adjacent land of Little Mountain, LLC, its successors and assigns. Provided, nonetheless, that the fee owner of the above-described parcel shall defend, indemnify and hold harmless the fee owner of the retained adjacent land of Little Mountain, LLC from all claims, costs or expenses (including reasonable attorneys' fees) arising from the actions or inaction of the fee owner of the above described parcel in connection with the McNulty Utility Easement (e.g., impairing the rights of the holder of the McNulty Utility Easement).

COMMON DRIVEWAY ACCESS EASEMENTS:

Subject to a perpetual twenty foot wide pedestrian and vehicular access easement along the northwesterly boundary of the above described parcel, and **with the benefit of** a perpetual twenty foot wide pedestrian and vehicular access easement over other adjacent land now of Double A Properties, LLC as described in a deed recorded in Book 33815 Page 132 CCRD, such reciprocal access easements being intended to create a common driveway (the "Common Driveway Easements") and being more particularly described in a deed from 968 Roosevelt Trail, LLC to Little Mountain, LLC recorded in Book 32945, Page 150 CCRD, said Common Driveway Easement rights being subject to the specific conditions and benefits allocated between the respective easement holders and fee holders as set forth in said deed, all as modified by a Partial Termination of Reciprocal Easements of even or recent date between Little Mountain, LLC and Double A Properties, LLC to be recorded herewith, releasing rights with respect to the retained adjacent land of Little Mountain, LLC and a portion of the existing land of Double A Properties, LLC and modifying certain rights of easement holders.

PUBLIC UTILITY EASEMENT: Subject to pole line easement rights as set forth in an instrument to Central Maine Power Company and New England Telephone and Telegraph Company recorded in Book 2238, Page 18 CCRD.

PARTIAL TERMINATION OF RECIPROCAL ACCESS EASEMENTS

THIS AGREEMENT is made between LITTLE MOUNTAIN, LLC, a Maine limited liability company with a mailing address of 3 Olde Fort Road, Cape Elizabeth, ME, 04107 ("Little Mountain"), and DOUBLE A PROPERTIES, LLC, a Maine limited liability company with a mailing address of 8 Storm Drive, Windham, ME 04062 ("Double A").

WHEREAS, Little Mountain owns certain property at 968 Roosevelt Trail, Windham, Maine as described in a deed from 968 Roosevelt Trail, LLC recorded in the Cumberland County Registry of Deeds in Book 32945, Page 150 of the Cumberland County Registry of Deeds (the "Little Mountain Parcel"); and

WHEREAS, Double A owns certain property at 970 Roosevelt Trail, Windham, Maine as described in a deed from 968 Roosevelt Trail, LLC recorded in the Cumberland County Registry of Deeds in Book 33815, Page 132 of the said Registry of Deeds (the "Double A Parcel"); and

WHEREAS, the Little Mountain Parcel and the Double A Parcel are subject to reciprocal access easement rights to facility a common driveway, as described in said deed at Book 33815, Page 132 (the "Common Driveway Easements"); and

WHEREAS, Little Mountain is conveying to Double A the northeasterly portion of the Little Mountain Parcel ("Proposed Lot A") containing the entire frontage on the Route 302 public way, and shown as Proposed Lot A on a Plan entitled "Boundary Survey 968 Roosevelt Trail, Windham, Maine" for Little Mountain, LLC by Survey, Inc. dated March 2017 (Job No. 15-015) and approved by the Windham Planning Board on _____, 2017 and to be recorded in said Registry of Deeds (the "Little Mountain Plan"); and

WHEREAS, Little Mountain and Double A wish to modify the Common Driveway Easements to limit the area of such easements to those shown on the Little Mountain Plan, and clarify the rights and obligations relating to the Common Driveway Easements relative to Proposed Lot A to be conveyed to Double A and the balance of the Little Mountain Parcel to be retained by Little Mountain (the "Back Parcel").

NOW THEREFOR, in consideration of the mutual promises set forth herein, Little Mountain and Double A agree as follows:

1. Little Mountain, on behalf of itself, its successors and assigns, hereby releases unto Double A, its successors and assigns, any interest in that portion of the Common Driveway Easements upon the Double A Parcel which extends southwesterly of the easement areas shown on the Little Mountain Plan, intending hereby to limit the Common Driveway Easements upon the Double A Parcel to that portion immediately adjacent to (i) the Proposed Lot A's northwesterly boundary, and (ii) the first twenty feet of the Back Parcel's northwesterly boundary which is southwesterly of the southwesterly boundary of Proposed Lot A.
2. Double A, on behalf of itself, its successors and assigns, hereby releases unto Little Mountain, its successors and assigns, any interest in that portion of the Common Driveway Easements upon the Little Mountain Parcel which extends southwesterly of the easement areas shown on

the Little Mountain Plan, intending hereby to limit the Common Driveway Easements upon the Little Mountain Parcel to that portion upon Proposed Lot A.

3. Double A and Little Mountain agree that the Back Parcel portion of the Little Mountain Parcel retained by Little Mountain following the conveyance of Proposed Lot A to Double A, shall retain, in common with others, the benefit of the Common Driveway Easements over the Double A Parcel and Proposed Lot A, subject to the following limitations:
 - a. The fee owner of Proposed Lot A shall defend, indemnify and hold harmless the fee owner of the Back Parcel from all claims, costs or expenses (including reasonable attorneys' fees) arising from the actions or inaction of the fee owner of Proposed Lot A with respect to the Common Driveway Easements (e.g., impairing the rights of any other holder of such Common Driveway Easements).
 - b. If the Common Driveway Easements are used to develop a common driveway serving only Proposed Lot A and the Double A Parcel, and not serving as an access for the Back Parcel, then the fee owner of Proposed Lot A shall bear equally with the fee owner of the Double A Parcel all costs of maintenance or repair of said common driveway and shall indemnify and hold harmless the fee owner of the Back Parcel from all claims, costs or expenses associated therewith (including reasonable attorneys' fees). Until such time as the fee owner of the Back Parcel has requested or consented to the extension of such common driveway to serve the Back Parcel, the fee owner of the Back Parcel shall defer to the fee owner of Proposed Lot A in all matters under the Common Driveway Easements requiring agreement with the fee owner of the Double-A Parcel but which do not involve a common driveway serving the Back Parcel.
 - c. Upon the construction (at the request or with the consent of the fee owner of the Back Parcel) of a common driveway that does serve the Back Parcel, the fee owner of the Back Parcel shall thenceforth become responsible for an equal share of that half of the cost borne by the fee owner of Proposed Lot A (i.e., one-quarter of the total cost) arising from any subsequent construction, repair or maintenance of said common driveway pursuant to the Common Driveway Easements.
4. As modified above, the Common Driveway Easements are hereby ratified and confirmed as being in full force, touching and concerning the Double A Parcel, Proposed Lot A and the Back Parcel, and continuing to run with the land.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ____ day of _____, 2017

LITTLE MOUNTAIN, LLC

By: _____
Kevin Bosworth, Manager

DOUBLE A PROPERTIES, LLC

By: _____
Name:
Title:

STATE OF MAINE
COUNTY OF CUMBERLAND, ss _____, 2017

Then personally appeared before me the above-named KEVIN BOSWORTH, as Manager of LITTLE MOUNTAIN, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said limited liability company.

Notary Public / Maine Attorney at Law
Print Name:
Commission Expires:

STATE OF MAINE
COUNTY OF CUMBERLAND, ss _____, 2017

Then personally appeared before me the above-named _____, as Manager of DOUBLE A PROPERTIES, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said limited liability company.

Notary Public / Maine Attorney at Law
Print Name:
Commission Expires: