

**From:** Dustin Roma <dustin@dmroma.com>  
**Sent:** Friday, February 22, 2019 7:07 AM  
**To:** Amanda L. Lessard  
**Cc:** 'William Haskell'  
**Subject:** Newbury Ridge Subdivision - Formerly Windleigh Ridge  
**Attachments:** Newbury Ridge Subdivision Plans 2019\_2\_21.pdf; 18029 - EXHIBIT A.pdf; 18029 - EXHIBIT B.pdf

Hi Amanda,

Attached are revised plans for the Newbury Ridge Subdivision (Formerly Windleigh Ridge Subdivision). We changed the name on all the plans at Margaret's request, so hopefully the Board can vote on this project as the "Newbury Ridge Subdivision" to avoid any future confusion.

We revised the level lip spreader location so that we have more room for the buffer, and dimensioned the flow path at 75 feet.

Proposed Monument and Iron Pin symbols were added to the legend on the Subdivision Plan. We have shown pins to be set for the lots on the Subdivision Plan in what we believe to be sufficient quantity for homeowners to be able to establish building envelopes in the field based on the allowed clearing limits shown on the plans.

Regarding the sight distance at the driveway, I visited the site on Wednesday and the snow piles make it impossible to accurately confirm what I had measured in the Fall. Based on what I saw from sitting in the existing driveway on Wednesday I can understand why Gorrill-Palmer is concerned that sight distance may still be an issue, but I have to refer back to what we measured in the Fall before snow. It makes a big difference to be standing at the left side of the existing driveway, which is currently under a snow pile, because this is where a driver would be sitting in a parked car under the new driveway scenario. If you are standing at the left edge of the existing driveway rather than in the middle of the existing driveway, a driver can see cars approaching all the way from Windham Center Road, which is how we got the 400 foot sight distance measurement. Although we only had a couple of members present at the Site Walk, it was good that we could all stand and witness the cars coming up the hill to confirm that they could be seen all the way to Windham Center Road provided that the road was built in the location that we are currently showing it, and not centered on the existing driveway. It is also important to note that we will be clearing a 25-foot width of forested area so that the driveway will be much more visible to cars that are approaching from Windham Center Road.

I've also attached the two proposed Land Swap Exhibits for reference.

Thanks and please let me know if there are any additional questions with our revised plans or response to comments.

**Dustin M. Roma, P.E.**



PO Box 1116, Windham, ME 04062

**CONTRACT FOR PURCHASE AND  
SALE OF REAL ESTATE**

Windham, Maine

Effective Date of Contract: August 22, 2018

**RECEIVED OF** ~~Daigle Financial & Development~~, its successors and/or assigns, hereinafter called the **Purchasers**, the sum of **Two Thousand 00/100 Dollars (\$2,000.00)** as earnest money and in part payment on account of the purchase price of the herein described real estate, hereinafter called the Property, being land only situated off of Nash Road, Windham, Cumberland County, State of Maine. The said earnest money or deposit is received and held by the Seller's attorney, as escrow agent, subject to all of the following conditions of this Contract.

1. **PARTIES:** The **Seller** or **Sellers** herein is Janice L. Beattie (fka Gibson), living at and having a mailing address of 3 Nash Road, Windham, ME. The **Purchaser** or **Purchasers** herein is ~~Daigle Financial & Development, LLC a duly~~ **organized Maine Limited Liability Company**, and having a mailing address of PO Box 142, Westbrook, ME 04098.
 

Benjamin Daigle (BD) 2/11/19  
2-12-19 JLB
2. **PERIOD OF ACCEPTANCE:** This Contract shall be construed as an offer to contract when signed by the first Party, either Purchaser or Seller. Unless accepted by signature of the other Party within five (5) days of the first Party's signing, the offer shall become void. Upon signature by both Parties the offer shall become a binding Contract for the Purchase and Sale of Real Estate and having an Effective Date of the same date as when signed by the second party, whether Purchaser or Seller.
3. **PURCHASE AND SALE OBLIGATIONS:** The Parties hereby agree that the Seller shall sell and the Purchaser shall buy, **UPON THE TERMS AND CONDITIONS AS HEREIN SET FORTH**, the herein described real estate, hereinafter called the Property, being land and improvements thereon situated at 3 Nash Road, Windham, Cumberland County Maine.
4. **DESCRIPTION OF PROPERTY:** The Property is described as being land with improvements thereon, located at 3 Nash Road, Windham, Cumberland County, Maine, being a portion of the premises described in deeds recorded in the Cumberland County Registry of Deeds in Book 9885, Page 180; Book 8924, Page 317 and Book 8924, Page 318, identified as Lot #3 on survey plan recorded in Plan Book 217, Page 453, attached hereto.
5. **PURCHASE PRICE:** The **TOTAL** purchase price shall be **Two Hundred Twenty Thousand and 00/100 Dollars (\$220,000.00)**, and shall be paid as follows:
  - a. **Two Thousand and 00/100 Dollars (\$2,000.00)** in earnest money to be deposited with the Seller's attorney, to be paid upon acceptance of this Contract. The deposit shall be held by Seller's attorney until closing.
  - b. **Two Hundred Eighteen Thousand and 00/100 Dollars (\$218,000.00)** is to be paid by

certified or bank check upon delivery of the Deed.

- c. This contract is not subject to financing.
6. **TITLE AND DATE OF CLOSING:** A good and sufficient warranty deed with covenant showing good and merchantable title in accordance with the standards adopted by the Maine Bar Association shall be delivered to Purchaser or Purchaser's assignee and **this transaction shall be closed and the Purchaser shall pay the balance due and execute all necessary papers six (6) months from the effective date of this contract**, unless otherwise agreed upon between the Purchaser and Seller. Further, provided that should Seller find another property to purchase and contract to purchase, Seller may close on a sooner date in order to coordinate closing on Seller's purchase, to allow for proceeds from this transaction to be available to Seller for purchase of the new property. Seller shall, in such event, give Purchaser at least 2 weeks' notice in advance of such closing to allow Purchaser to make arrangements to be ready for closing.
7. **SELLER'S OBLIGATION TO CURE TITLE DEFECTS:** If Seller is unable to convey good and merchantable title in accordance with the provisions of the previous paragraph by reason of a title defect, then the Seller shall have a reasonable time period, not to exceed sixty (60) days, from the time the defect is discovered, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser may, at his option, withdraw said earnest money and be relieved from all obligations. The Seller hereby agrees to make a good-faith effort to cure any title defect during such time period. Seller shall pay any expenses reasonably required to cure any title defect.
8. **DEED:** The Property shall be conveyed by a warranty deed, and shall be free and clear of all liens, attachments, judgments, restrictions, rights of way, tenancies, temporary estates, and other encumbrances, but shall be **subject to** all applicable land use regulations, reasonable restrictive covenants of record, and public utility easements serving the premises of record, as well as any items referred to in this document or the legal description in the Seller's deed for the Property.
9. **POSSESSION/OCCUPANCY:** Possession shall be transferred and delivered at closing unless otherwise agreed to in writing between the parties, provided, however, that the Seller shall have a two (2) week period following closing to retain possession in order to make proper arrangements to relocate, and such period shall be rent free to Seller. This condition shall survive the closing.
10. **RISK OF LOSS:** The risk of loss or damage to the Property by fire or otherwise, including condemnation by governmental authority, until transfer of title, is assumed by the Seller. The above described Property is to be delivered in substantially the same condition as of the date of this contract unless otherwise stated.
11. **PRORATIONS:** The following items shall be prorated as of closing:
- a. Real estate taxes based upon the municipality's fiscal year, as of closing.

12. **PROPERTY DISCLOSURE FORM:** Purchaser acknowledges receipt of Property Disclosure Form. Purchaser waives all inspections and contingencies. Purchaser acknowledges that the Property is being sold "as is, where is" without any representations or warranties by Seller as to condition or habitability.
13. **DISPUTE RESOLUTION:** If a dispute arises concerning the provisions of this contract or the performance of the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):
- Binding arbitration as regulated by the Maine Uniform Arbitration Act, with
    - a. the parties agreeing to accept as final the arbitrator's decision [ ];
    - Nonbinding arbitration, with the parties free to not accept the arbitrator's
    - b. decision and to seek satisfaction through other means, including a lawsuit [ ];
    - or
    - c. Mediation, with the parties agreeing to enter into good faith negotiations through
      - a. neutral mediator in order to attempt to resolve their differences [ X ].
14. **DEFAULT:** Should Purchaser fail to make any of the payments, or any part thereof, or to perform any of the covenants on his part made or entered into, this contract shall, at the option of the Seller, be terminated without in any way affecting Seller's rights against Purchaser for additional damages, or Seller's right to employ all available legal and equitable remedies. Should Seller fail to perform any of the covenants on his part made or entered into, this contract shall, at the option of the Purchaser, be terminated without in any way affecting Purchaser's rights against Seller for damages, or Purchaser's right to employ all available legal and equitable remedies, including specific performance.
15. **TIME:** Time is an essential part of this contract.
16. **HEIRS/ASSIGNS:** All covenants and agreements herein contained shall extend to, enure to the benefit of, and be obligatory and binding upon the heirs, devisees, personal representatives, successors and assigns of the respective parties.
17. **GOVERNING LAW:** This contract, executed in duplicate originals, shall be governed and construed in accordance with the laws of the State of Maine and sets forth the entire agreement and contract between the Purchaser and Seller.
18. **PRIOR STATEMENTS:** This contract completely expresses the obligation of the parties, and this contract is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not contained in this contract made by the other or on his behalf. Any verbal representations, statements and agreements are not valid unless contained herein.



19. DEED/TRANSFER TAX: The Seller shall prepare the Deed and Transfer Tax Form, and is responsible for costs associated with same. Purchaser will be responsible for preparing this contract and the normal closing documents, including closing statement, and is responsible for costs associated with same. Each party shall pay their share of any transfer tax.
20. NO BROKER: Seller hereby represents and warrants to Purchaser and Purchaser hereby represents and warrants to Seller that no real estate broker has been involved with the sale contemplated hereunder and that no real estate broker is entitled to any commission with respect to this sale. In the event that any real estate broker shall claim to be entitled to any fee or commission with respect to this sale, then the party on whose behalf such broker shall claim to have acted shall defend against such claim and shall indemnify and hold the other party harmless from and against any such claim. This representation shall survive the closing.
21. OTHER CONTINGENCIES (please initial any additions): NONE

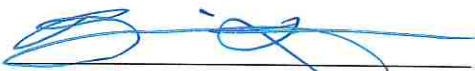
A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Sellers acknowledge that State of Maine law requires buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Sellers from the State of Maine Bureau of Taxation.

NOTICE: THIS MAY BE A LEGALLY BINDING CONTRACT. READ IT CAREFULLY. YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE SIGNING THIS DOCUMENT. A COPY OF THIS CONTRACT IS TO BE RECEIVED BY BOTH PARTIES, AND BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED.

Purchaser, having waived inspections and contingencies regarding the Property, hereby offers to purchase and agrees to purchase the Property at the price and upon the terms and conditions set forth herein.

2-12-19 JLB  
Benjamin Daigle (BD) 2/11/19  
Daigle Financial & Development, LLC

  
By: Benjamin Daigle, Member

Date: 8-22-18

Witness Julie Lease Galipeau

Seller hereby offers to sell to Purchaser, accepts the offer to purchase of Purchaser, and agrees to deliver the above described Property and deed to the Property at the price and upon the terms and conditions set forth herein.

  
Janice L. Beattie - Seller

Date: 8-22-18

Witness Sydney Gagnon

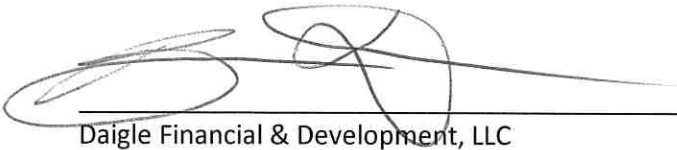
February 12, 2019

## Land Swap Agreement

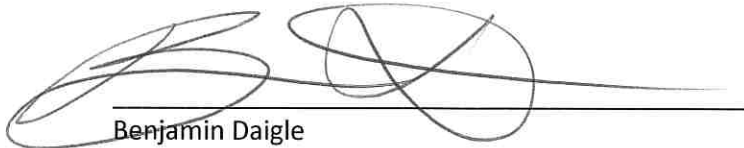
Daigle Financial and Development LLC owns a 7.8 +/- acre property identified as lots 1, 2 and 3A on a plan titled Land of Janice L. Beattie prepared by Land Services, Inc. and recorded in Cumberland County Registry of Deeds Plan Book 217 page 453.

Ben Daigle has entered into a purchase and sale agreement with Janice Beattie to purchase a 1.8 acre parcel identified as Lot 3 on said plan referenced above.

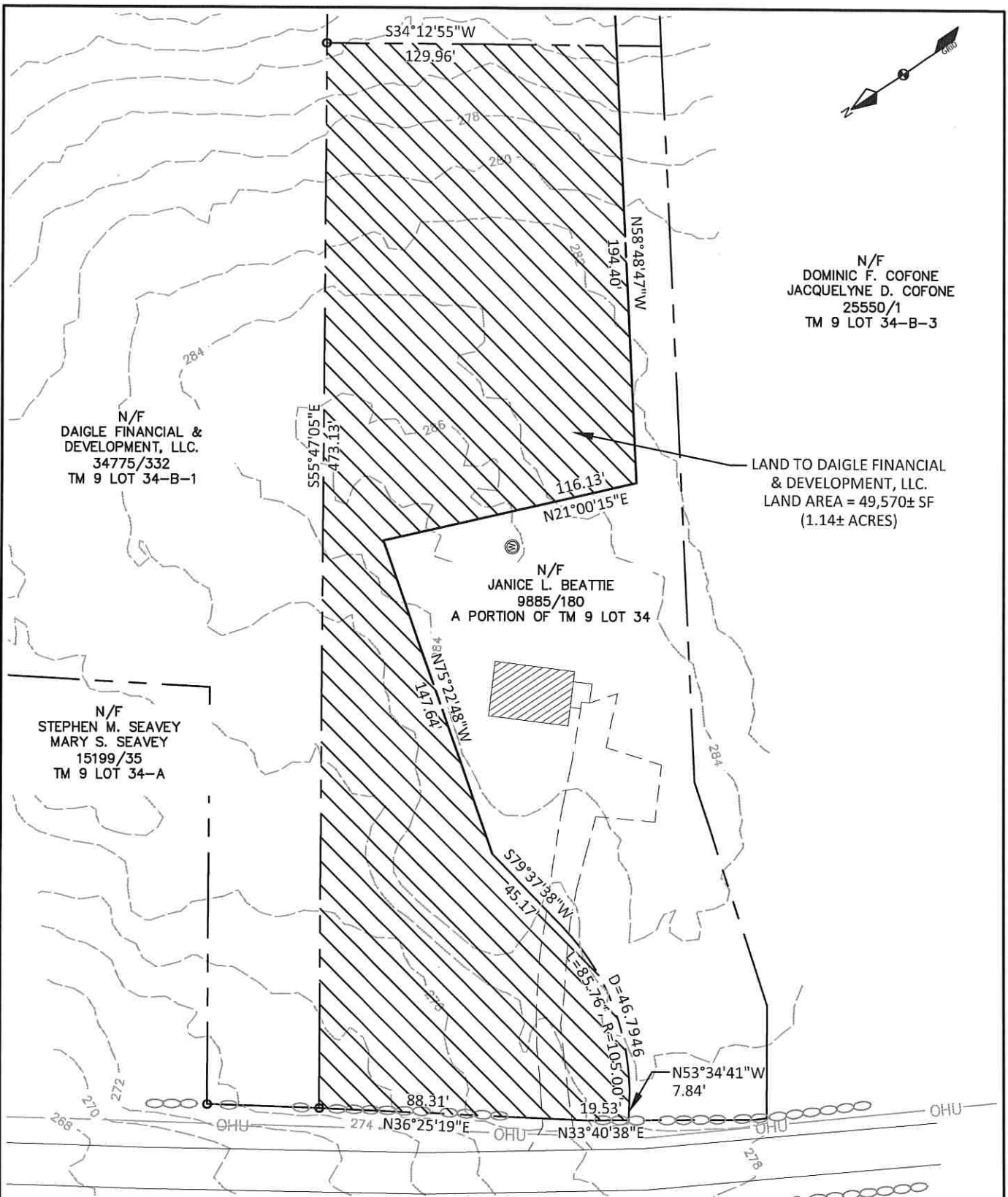
Upon purchasing Lot 3, Ben Daigle intends to swap approximately 1.14 acres of land with Daigle Financial and Development LLC as shown on the attached Exhibit A and Exhibit B drawings.

  
\_\_\_\_\_  
Daigle Financial & Development, LLC

2/12/19  
\_\_\_\_\_  
Date:

  
\_\_\_\_\_  
Benjamin Daigle

2/12/19  
\_\_\_\_\_  
Date:



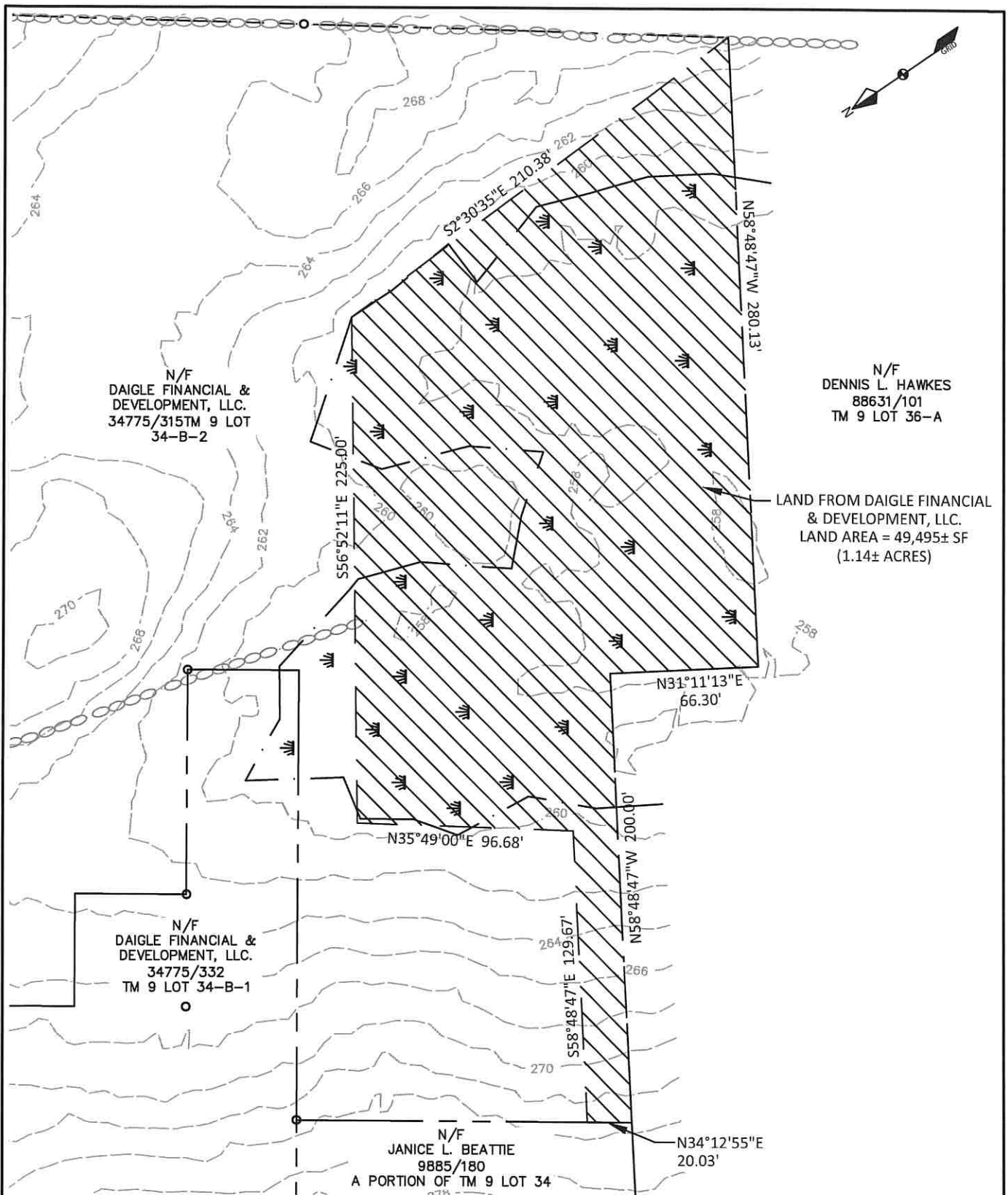
# EXHIBIT A - LAND TO DAIGLE FINANCIAL & DEVELOPMENT, LLC.

**DM ROMA**

CONSULTING ENGINEERS

P.O. BOX 1116  
WINDHAM, ME 04062  
(207) 310 - 0506

SCALE: 1"=60'  
DATE: 2-12-2019  
JOB NUMBER: 18029



# EXHIBIT B - LAND FROM DAIGLE FINANCIAL & DEVELOPMENT, LLC.

**DM ROMA**

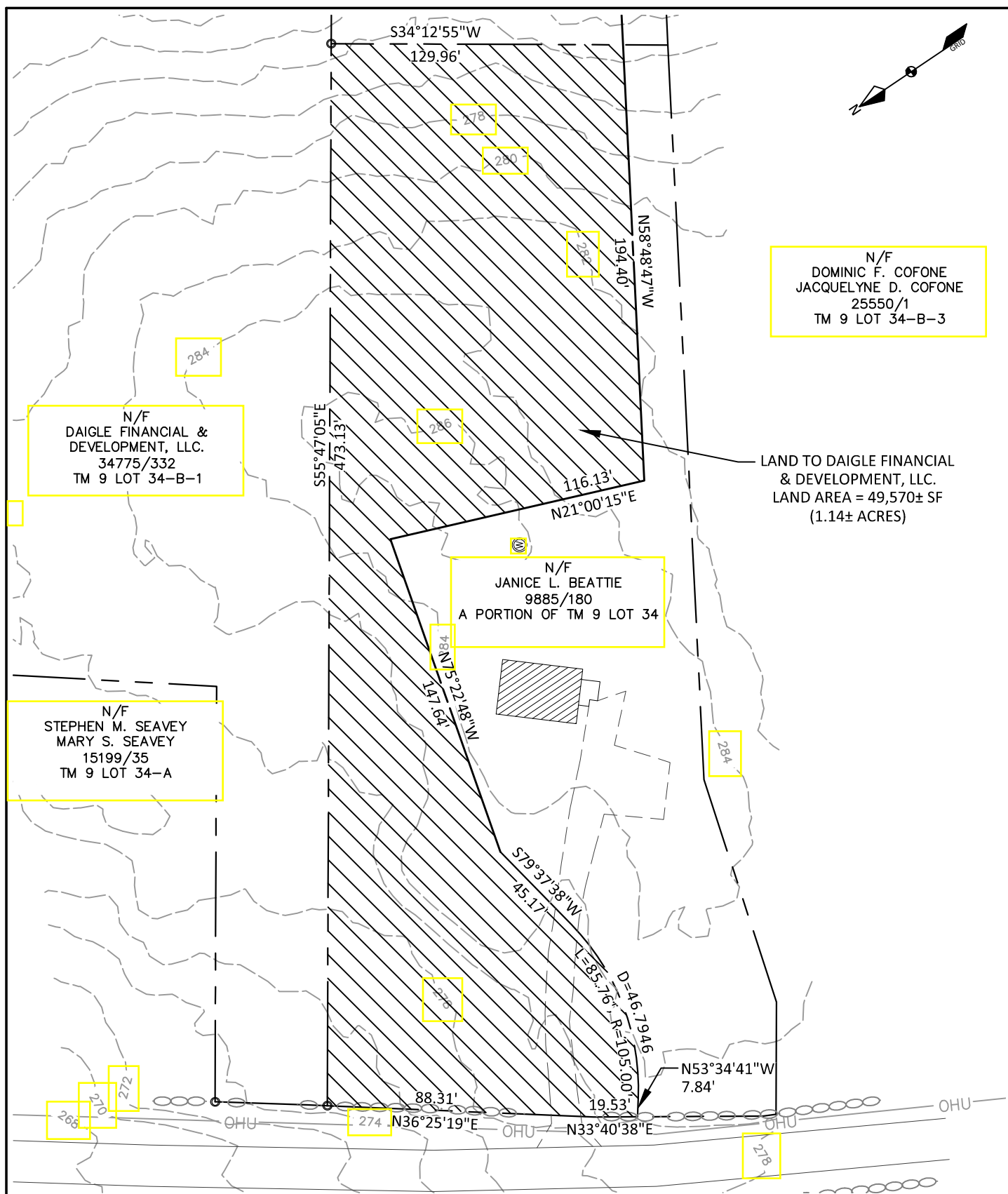
CONSULTING ENGINEERS

P.O. BOX 1116  
WINDHAM, ME 04062  
(207) 310 - 0506

SCALE: 1"=60'  
DATE: 2-12-2019  
JOB NUMBER: 18029





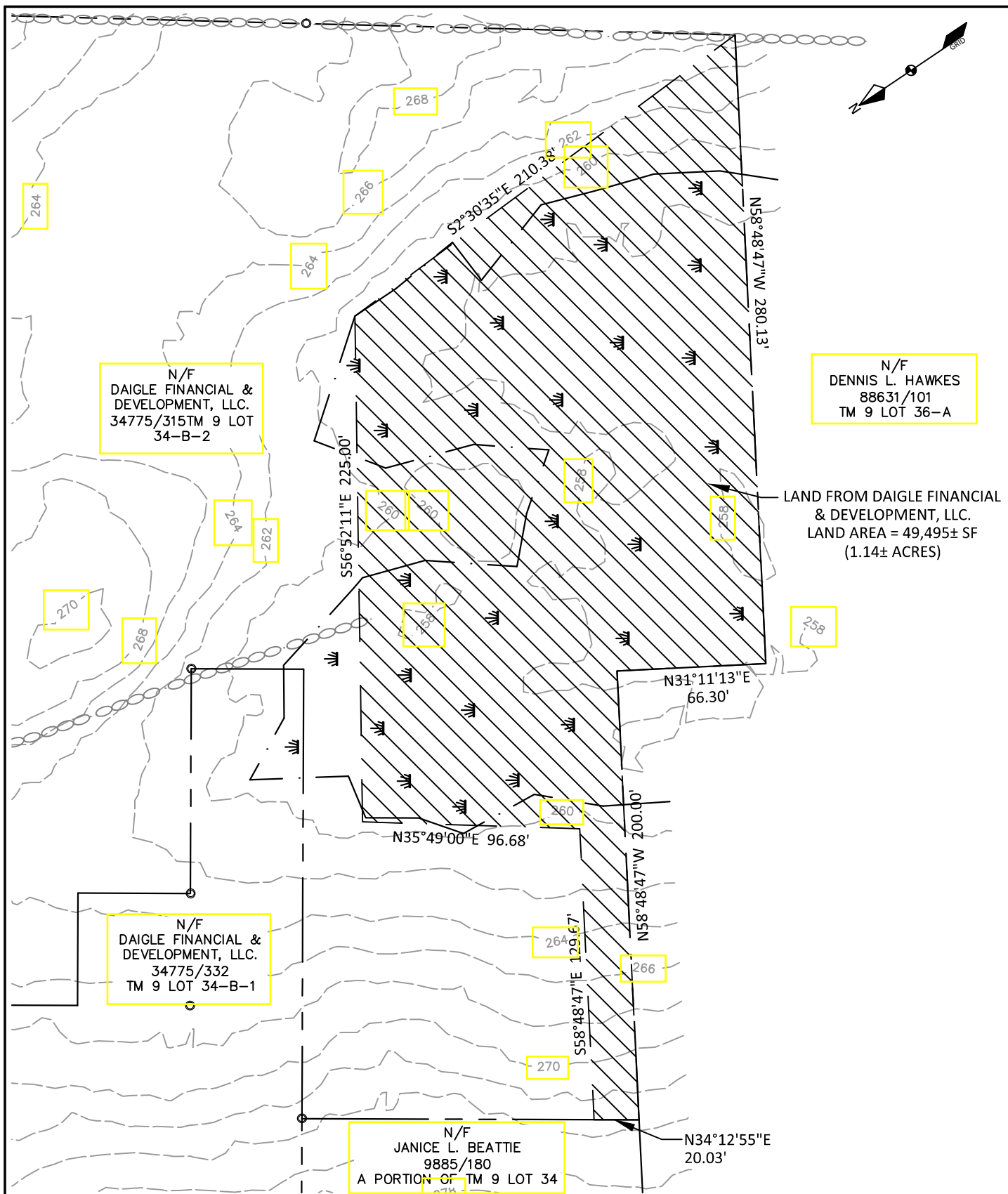


# EXHIBIT A - LAND TO DAIGLE FINANCIAL & DEVELOPMENT, LLC.

**DM ROMA**  
CONSULTING ENGINEERS

SCALE: 1"=60'  
DATE: 2-12-2019  
JOB NUMBER: 18029

P.O. BOX 1116  
WINDHAM, ME 04062  
(207) 310 - 0506



LAND FROM DAIGLE FINANCIAL & DEVELOPMENT, LLC.  
LAND AREA = 49,495± SF  
(1.14± ACRES)

# EXHIBIT B - LAND FROM DAIGLE FINANCIAL & DEVELOPMENT, LLC.

**DM ROMA**  
CONSULTING ENGINEERS

SCALE: 1"=60'  
DATE: 2-12-2019  
JOB NUMBER: 18029

P.O. BOX 1116  
WINDHAM, ME 04062  
(207) 310 - 0506

# TOWN OF WINDHAM, MAINE

## STREET NAME REQUEST / APPROVAL FORM

Name of Applicant: \_\_\_\_\_ Ben Daigle \_\_\_\_\_ Phone # \_\_\_\_\_ 939-1173 \_\_\_\_\_

Date of Application: \_\_\_\_\_ 2/19/2019 \_\_\_\_\_

Proposed Street is a: Private Way \_\_\_\_\_ Subdivision Road ☒ X \_\_\_\_\_ Other \_\_\_\_\_

Proposed Names of New Street (in order of preference)

1) \_\_\_\_\_ Newbury Ridge \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

New Street Accesses off: \_\_\_\_\_ Nash Road \_\_\_\_\_ Between Numbers: \_\_\_\_\_ 3 & 5 \_\_\_\_\_

Which is off: \_\_\_\_\_ between Windham Center Road & Roosevelt Trail \_\_\_\_\_

Which is off: \_\_\_\_\_

Tax Map and Lot number(s) of access points: \_\_\_\_\_ Map 9 Lot 34B01 \_\_\_\_\_

Number of Lots accessed by new street: \_\_\_\_\_ 3 \_\_\_\_\_

Length of New Street (in feet): \_\_\_\_\_ 670' \_\_\_\_\_

Name of Subdivision, if applicable: \_\_\_\_\_ Windleigh Ridge Estates \_\_\_\_\_

### **PLEASE RETURN THIS COMPLETED FORM TO THE:**

Assessing Department  
Town of Windham  
8 School Road  
Windham, Maine 04062  
or [kltaylor@windhammaine.us](mailto:kltaylor@windhammaine.us)

**\*And submit a plan or sketch showing the road to be named, location of all driveway entries and distances from the cross road.**

For Office Use Only Below this Line

Street Name Approved \_\_\_\_\_ NEWBURY RIDGE \_\_\_\_\_

by:    
Fire Chief – Brent Libby Addressing Officer – Kara L. Taylor

Date: \_\_\_\_\_ 02/20/19 \_\_\_\_\_ Date: \_\_\_\_\_ 2/19/2019 \_\_\_\_\_

### **PROPERTY LOCATIONS ARE AS FOLLOWS:**

Name Change: Newbury Ridge replaces the previously approved name Windleigh Ridge Drive.



**DRAFT**

**Declaration of Existence and Maintenance  
Of Private Way Known as WINDLEIGH RIDGE DRIVE  
Windham, Cumberland County, Maine**

**Benefitting Lots Owned By Developer  
Daigle Financial and Development, LLC**

**THIS DECLARATION** dated this February \_\_\_\_, 2019 (herein called the "Declaration"), by Benjamin Daigle, Sole Member of **Daigle Financial and Development, LLC**, (hereinafter the 'Developer') of Windham, Cumberland County, Maine, with a mailing address of PO Box 142, Westbrook, ME 04098, **witnesseth:**

**WHEREAS**, the Declarant is the owner of certain parcels of land abutting the Nash and Windham Center Roads in Windham, Cumberland County, Maine., and further being described as **Lot 1, Lot 2, Lot 3**, and a parcel shown as a proposed private way to be known as Windleigh Ridge Drive, all as shown on a certain plan entitled "Subdivision Plan, \_\_\_\_\_ Subdivision, Windham, Maine, for Daigle Financial & Development, LLC," prepared by DM Roma, Consulting Engineers, PO Box 1116, Windham, ME 04062., dated \_\_\_\_\_, revised through \_\_\_\_\_, approved by the Windham Planning Board on \_\_\_\_\_, 2019, and recorded (or to be recorded) in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_\_, Page \_\_\_\_\_; and

**WHEREAS**, the portion of the parcel designated on said plan as Windleigh Ridge Drive has been approved by the Town of Windham Planning Board as a private way, and the location and boundaries of which approved private way are as shown on said recorded plan; and

**WHEREAS**, the Declarant is desirous of outlining and declaring the respective rights, duties and obligations of the Developer and owners of Lot 1, Lot 2 and Lot 3 as shown on said plan with regard to the further improvement, use, maintenance, repair and plowing and snow removal of /from the approved private way to be known as Windleigh Ridge Drive (hereinafter "private way");

**WHEREAS**, the Developer has caused a Non-Profit Corporation titled **WINDLEIGH RIDGE HOMEOWNERS AND ROAD ASSOCIATION, INC.** to be authorized and incorporated in the State of Maine in order to, in the future, receive the fee interest in the private way and to allow for the appropriate maintenance and upkeep for the private way by the then owners of the premises served by the private way.

**NOW, THEREFORE**, in consideration of the premises, the Declarant and Developer hereby covenant between themselves and the future owners of Lots 1-4 served by Windleigh Ridge Drive and agree that Lot 1, Lot 2, and Lot 3 shall each be conveyed together with, and share a common perpetual easement for access purposes over and across Windleigh Ridge Drive as shown on the said plan, for establishing, constructing using and maintaining a roadway over and across the private way, and for establishing, constructing, using and maintaining utility lines over, under and across said private way to provide services to said lots;

**AND FURTHERMORE**, the Declarants hereby declare that Lot 1, Lot 2 and Lot 3, shall each be held, transferred, sold and conveyed subject to the following covenants, agreements, liens and charges relating to the

improvement, maintenance, repair and snow plowing of and snow removal from Windleigh Ridge Drive as delineated on said plan:

1. Once the roadway is constructed by the Developer, approved by the Town of Windham and until all of the lots being served by the private way, the Developer shall provide all maintenance, etc. and services for the benefit of all of the lots. As each lot is sold to a third party, then that third party owner shall, on a pro rata basis of 33 1/3% each, be responsible for said maintenance fees. Once all of the lots have been sold, then the owners of Lot 1-3 shall jointly and severally be responsible for a fractional share each in the pro rata amount of 33 1/3%, of the necessary cost of improving, maintaining, repairing, plowing snow removal or similar services for Windleigh Ridge Drive as shown on the plan.

2. If, at any time, circumstances change such that the private way (Windleigh Ridge Drive) provides access to and serves additional improved lots other than Lots 1 - 3, then upon the occurrence of such event, the owner, or owners, of each additional individual lot served or in the case of a lot which is improved with more than one dwelling unit, each dwelling unit, which is provided access and served by the private way, shall thereafter jointly and severally be responsible for an equal share (based on the number of individual lots provided access and served by the private way) of the necessary cost of improving, maintaining, repairing, plowing and/or snow removal or similar services for the private way. Any lot served by the private way shall bear a fractional share of the said private way expenses whether or not such lot is improved with a dwelling unit and shall be held responsible for the payment of the pro rata share assigned to that lot as of the date of the conveyance to the new third party lot owner.

3. Once the private way is fully constructed and accepted by the Town of Windham, and until such time as the underlying fee interest of Windleigh Ridge Drive is conveyed to Windleigh Ridge Homeowners and Road Association, Inc. any substantive decisions concerning the private way, including the improvement, maintenance, repair and plowing of or snow removal from the private way shall be made by majority vote of, or written consent of a majority of, all of the then owners of lots provided access and served by the private way. Each lot shall be entitled to one (1) vote through its owner(s) regardless of the number of dwelling units on that lot.

5. Each third party lot owner(s), upon receipt, and acceptance of said deed for a lot, said owner then automatically, agrees and understands that said acceptance of the deed, he/she/they become(s) a member of the Windleigh Ridge Homeowners and Road Association, Inc. And are thereafter bound by its Bylaws then in effect.

4. The duties and obligations imposed by this Declaration shall run with the land.

5. The respective duties and obligations imposed by this Declaration shall be transferred to respective donees or purchasers of Lot 1, Lot 2, and Lot 3 (and other lots actually served by the private way), and that upon such transfer of all of the Lots, and the conveyance of the underlying fee interest of Windleigh Ridge Drive to the Homeowners and Road Association the Developer is no longer bound by these duties and obligations and is relieved from any further obligations relative to Windleigh Ridge Drive.

6. The Declarant, for itself and its successors and assigns, acknowledge, understand and agree that the Town of Windham is not responsible for the maintenance, repair, plowing, of or snow removal from, or similar services for the approved private way as shown on the said plan.

7. In the event that any or all of Windleigh Ridge Drive is ever approved and accepted as a public way or way, then upon acceptance of said Windleigh Ridge Drive as a public way this Declaration and the rights and obligations herein shall terminate as to any portion of River View Drive so accepted.

Dated this February \_\_\_\_, 2019

Daigle Financial and Development, LLC

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By: **Benjamin Daigle**  
**Its Sole Member**



State of Maine  
County of Cumberland, ss.

February \_\_, 2019

Then personally appeared the above named **Benjamin Daigle** individually and as the Sole Member of Daigle Financial and Development, LLC, acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Daigle Financial and Development, LLC.

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Laurence P. Minott, Jr., Esq.  
Maine Attorney at Law  
Bar Roll: 3525