

AGENDA NOTES

Gorham Town Council Regular Meeting
November 14, 2017 – 6:30pm
Burleigh H. Loveitt Council Chambers

1. Public Hearing # 1 – Item # 9292

Action to consider a proposed moratorium of Retail Marijuana Establishments and Retail Marijuana Social Clubs. (Admin. Spon.)

At a May 2017 meeting of the Town Council, a moratorium on retail sales and social clubs of consumer marijuana was postponed until the December 2017 Town Council meeting. At that time, the legislature was working on a regulatory framework to accommodate the 2016 referendum that legalized recreational marijuana in Maine. That legislation was vetoed by the Governor in early November of this year creating much uncertainty as to how retail sales and social clubs will be regulated and permitted in 2018.

With the uncertainty surrounding the rollout of the referendum legalization it is the recommendation of town staff and legal counsel that the Town Council enact a moratorium on cannabis retail sales and social clubs for one hundred and eighty days to allow the Town time to draft an ordinance and determine how the legislature is going to proceed. The moratorium, if enacted, can be extended by the Town Council if needed.

2. Item # 9293

Action to consider adopting Council Rules for 2017-2018 year. (Admin Spon.)

The most recently adopted version of the Town Council rules is attached. In 2016 the start time was amended to reflect the 6:30pm start time of the Town Council.

3. Item # 9294

Action to consider accepting Woodspell Road, as a Public Road. (Admin. Spon.)

Woodspell Road, located off of Longfellow Road, has met the requirements to be considered for public street acceptance by the Town Council, pending the acceptance of the maintenance bond. Town staff have reported no issues with the road and that it meets Town specifications and that all legal requirements have also been met.

4. Item # 9295

Action to consider selling a small parcel of land located off Huston Road. (Admin. Spon.)

Several months ago, abutting property owners of Map 111, Lot 27 off of Huston Road Extension approached the Town to purchase an approximately 36'x 80' non-conforming lot that has been under Town ownership for some time. The neighbors have been maintaining the property for years, mowing the lawn, etc. Initially there was a question as to whether or not the sale of the lot would create a landlocked parcel, but after inquiring with our assessor, there are title issues with the property behind this parcel and the tax maps are not necessarily accurate. She believes that the potential sale of the front lot would not create a problem. This order would allow Town staff to put the property out to bid with a minimum bid of \$500.

5. Item # 9296

Action to consider adopting a Property Tax Assistance Ordinance for the Town of Gorham. (Admin. Spon.)

Several months ago the Town Council had a presentation from the Town of Scarborough on their Property Tax Assistance Ordinance which essentially grants a property tax rebate to certain senior citizens that live in the community and meet certain income and age requirements. The purpose of this type of ordinance is to help seniors who have lived in their community for many years, but have a limited or fixed income that doesn't allow for rising property taxes.

The draft ordinance proposed for review and referral to the Ordinance Committee is based more on the Town of Cumberland's Property Tax Assistance Ordinance. This ordinance as currently drafted allows for certain levels of property tax rebates under the following conditions:

- Applicant to the program must be at least 70 years old.
- Applicant can be either a renter or property owner.
- Must have been a resident of Gorham and resided in the same property for the last 10 years.
- Taxes must have been already paid in order to obtain a rebate.
- Rebate calculated as $[(\text{Property Taxes}/\text{Income}) \times 100 = \text{Benefit base as percent of income.}]$
- Maximum benefit of \$300 as currently drafted, various levels for different benefit base percentages.
- Town Council would need to fund a "program fund" for payments.
- If the program fund does not have enough money in any given year then payments will be prorated.
- One applicant per household.

The current draft lists the Clerk's Office and the Town Manager as administrators of this ordinance. Our contract assessor does not offer administering this ordinance as a service and the impact on staff time will need to be further reviewed in the future. The fiscal impact of this program is uncertain as well and staff will attempt to create an estimate based on other communities with similar programs.

RULES OF THE GORHAM TOWN COUNCIL

Approved by the Town Council: November 18, 2016

SECTION 1. TOWN COUNCIL MEETINGS

1.1 Within seven days after the Municipal Election, the Council shall hold an organizational meeting for the purpose of electing a Chairman and the following committees with each Council member serving on two standing Committees to include either (1) the Finance Committee or Ordinance Committee and either (2) the Appointments/Personnel Committee or Economic Development/Capital Improvements Committee.

Organizational Meeting

1. Finance Committee
2. Ordinance Committee
3. Appointments/Personnel Committee
4. Economic Development/Capital Improvements Committee

The members of the Council to serve on the Finance, Ordinance, Appointments/Personnel, and Economic Development/Capital Improvements Committees shall be chosen by a majority of the Council and the Chair of the Council shall serve as an ex-officio member, having no vote on any Committees. Committees shall serve at the pleasure of the Council and will receive and act upon only those items and will perform only such duties as have been specifically referred to each Committee by Council action.

1.2 The regular meetings of the Town Council shall be held in the Gorham Municipal Center, or such other facilities as the Town Council may designate from time to time, at 6:30 p.m., current time, on the first Tuesday of each calendar month. When said day falls on a holiday or on Election Day, the regular meeting shall be held on the following Tuesday, at the same time and place. The date of any regular meeting may be changed by an order or resolve passed at the previous meeting upon the vote of five members of the Council, provided, however, that said change in date will still provide for one regular meeting each month.

Regular Meetings

1.3 Special Meetings may be called by the Chairman, and in case of the Chairman's absence, disability or refusal, may be called by three members of the Town Council. Notice of such meeting shall be served in person or delivered to the residence of each member of the Town Council at least twenty-four (24) hours before the time for holding said special meeting, unless all members sign a waiver of said notice. The call for said special meeting shall set forth the matters to be acted upon at said meeting, and nothing else shall be voted upon at such special meeting.

Special Meetings

SECTION 2. CONDUCT OF BUSINESS

2.1 A majority of the members of the Town Council shall constitute a quorum for the transaction of business, but a smaller number may adjourn from time to time. At least twenty-four (24) hours' notice of the time and place of holding such adjourned meeting shall be given to all members who are not present at the meeting from which adjournment is taken, unless such absent members sign a waiver of said notice.

Quorum Adjourned Meetings

2.2 The Town Council shall act only by ordinance, order or resolve. All ordinances, orders, and resolves shall be confined to one subject, which shall be clearly expressed in the title.

Enactment Form

2.3 All Orders approved by the Town Council that ask the voters of Gorham, through a referendum vote, to approve an expenditure of funds, shall include a statement advising voters of the estimated impact on property taxes of said expenditure.

Referendum Requirement

2.4 Initiatives to amend or enact a Town Ordinance, prior to their referral to a committee or an administrative official for development and drafting, and inquiries to committees not related to Town Ordinance shall be placed on a Council agenda for provisional approval. If the ordinance initiative obtains the provisional approval of a majority of Councilors, it may then be referred to the appropriate committee, board or administrative official for further development and drafting.

Initiatives to Amend or Enact Ordinances

2.5 In all votes of command, the form of expression shall be "Ordered"; and of opinions, principles, facts, or purposes, the form shall be "Resolved".

Order and Resolve Style

2.6 Every ordinance, order or resolve shall have a full reading unless the reading is dispensed with by the unanimous vote of those present, in which case reading shall be by title only.

Full Reading: Waiver

2.7 The yeas and nays shall be taken upon the passage of all ordinances and entered upon the record of the proceedings of the Town Council by the Clerk. The yeas and nays shall be taken on the passage of any order or resolve when called for by any member of the Town Council. Every ordinance, order and resolve shall require, on passage, the affirmative vote of four members of the Town Council.

Yeas and Nays Taken: When

2.8 No ordinance, except emergency ordinances as defined in Article II, Section 213.1 of the Charter, shall take effect and be in full force until 30 days from and after it shall have received publication as required by Section 213 of the Charter.

Ordinances: Effective When

2.9 Orders or resolves shall take effect immediately upon passage.

Orders, Resolve Effective

2.10 No ordinance, order, or resolve shall be in order for action at any meeting of the Town Council unless such ordinance order or resolve shall be filed in the office of the Town Manager on or before noon of the Wednesday prior to the regular meeting held on the first Tuesday of each month, and before noon of the fourth secular day next prior to the day of any other meeting. Delivery of all items to the members of the Town Council in accordance with the foregoing, if by postal service, shall be postmarked no later than Thursday prior to the regular meeting.

Item for Meetings: Filed When

2.11 Any item to be placed on the agenda of the Council or recommended for consideration of the Council must be sponsored by a member of the Council, or by the Town Manager or in the instance when an item is recommended for action by one of the Council's standing committees, shall be sponsored by the Committee with the Committee's vote reflected. Those items sponsored by the Manager shall normally be restricted to routine town administration.

Items Sponsored By

2.12 Any person wishing to address the Town Council will be given the opportunity to do so in accordance with the following procedures:

Procedure for Addressing Council

1. Persons wishing to address the Council on an item which appears on the agenda shall wait until the public hearing is opened on the particular item or, if there is no public hearing, until the consideration of such item is announced, at which time they may

address the Council on that particular item. Public comment on an agenda item or during a public hearing is encouraged to be limited to no more than five minutes by any one speaker. The Chair is granted the discretion to allow an extension of time if deemed necessary.

The public shall be encouraged to limit their comments to items directly relating to the actual agenda item, and not to repeat statements made by prior speakers. The Chair may decide questions of relevance. The Chair shall not allow comments of a personal or derogatory nature, as they relate to the applicant, Councilors or other speakers.

Once the public hearing has been closed or public comment has ceased on an agenda item that did not have a public hearing, the Council shall begin its deliberation and no further public comment will be taken. The Chair may, at its discretion, allow additional clarification of the facts adduced at the public hearing and individual Councilors may ask specific questions through the Chair of either the public or staff to further inform themselves prior to completing their deliberations.

2. Persons wishing to address the Council on an item not appearing on the agenda shall do so only on invitation from Council or after disposition of all items appearing on the agenda.

3. Any person wishing to address the Council shall so signify by raising a hand and/or standing. After being recognized by the Chairman and giving adequate identification he or she may address the Council. When, in the opinion of the Chairman, their identify has not been adequate for those assembled, the Chairman shall request further information before permitting the person to speak.

4. Persons present at Council meetings are requested not to applaud or otherwise express approval or disapproval of any statements made or actions taken at such meeting.

2.13 A copy of the record of Council decisions taken at a formal meeting shall be attested and posted by the Town Clerk within three working days at one or more places within the Town of Gorham. Such minutes shall constitute the official record of the actions on all Ordinances, Resolutions, Orders and Votes taken by the Council; such posting shall constitute publication within the meaning of Section 902 of the Town Charter and the date of such posting shall be the date of publication for the purpose of determining the required time for filing petitions under this

Posting of Minutes

SECTION 3. COUNCIL CHAIR AND MEETING PROCEDURES

3.1 The Chairman shall take the chair at the time appointed for the meeting, call the members to order, cause the roll to be taken, and, a quorum being present, shall proceed with the order of business.

Chairman to be Presiding Officer

3.2 The Chairman shall preserve decorum and order, may speak to points of order in preference to other members, and shall decide all questions of order subject to an appeal to the Council by motion regularly seconded, and no other business shall be in order until the question on appeal is decided. The Council may also, at its first meeting or thereafter during the year, elect a Vice Chairman or Chairman Pro Tempore from among its members to exercise all the powers of Chairman during the temporary absence or disability of the Chairman.

Preserve Decorum, Decide All Questions of Order

3.3 The Chairman shall declare all votes, but if any member doubts a vote, the Chairman shall cause a return of the members voting in the affirmative and in the negative without debate.

**Declare Votes:
Cause Return
Of Votes**

3.4 When a question is under debate, the Chairman shall receive no motion but to:

**Debate:
Rules of**

- (1) adjourn
- (2) lay on the table
- (3) for the previous question
- (4) postpone to a day certain
- (5) refer to a committee or some administrative official
- (6) amend
- (7) postpone indefinitely

which several motions shall be precedence in the order in which they stand arranged.

3.5 The Chairman shall consider a motion to adjourn as always in order except on immediate repetition; and that motion, and the motion to lay on the table, or to take from the table, and the motion for the previous question, shall be decided without debate.

**Motion to
Adjourn: Lay
on Table**

3.6 When a vote is passed, it shall be in order for any member who voted in the majority, or in the negative on a tie vote, to move a reconsideration thereof at the same, or the next regular meeting, but not afterwards; and when a motion of reconsideration is decided, that vote shall not be reconsidered. No motion to reconsider a vote passed at a previous meeting shall be in order for consideration at the next regular meeting unless an item to that effect is contained on the agenda for such next regular meeting or unless five of the members present consent to such reconsideration. A petition once presented to and acted upon by the Town Council shall not again be received by the Town Manager for presentation to the Council in the same or substantially the same form during the term of the present Council. A member of the Town Council, voting with the majority on the original petition, shall be privileged to reintroduce such a petition.

Reconsideration

3.7 Upon the motion for the previous question being made and seconded, the Chairman shall put the question in the following form: "Voting is now on whether there shall be further debate on (state the motion)." All debate shall then be suspended. If the motion for the previous question is adopted by a majority of the Councilors present, the motion to which it applied shall be voted at once.

**Motion for
Previous
Question**

3.8 No debate shall be allowed on a motion for the previous question. Neither is it susceptible of amendment. All questions of order arising incidentally thereon must be decided without discussion whether appeal be had from the chair or not.

**Not to be
Debated or
Amended**

3.9 Every member present when a question is put shall give their vote, unless the Council, for special reasons, shall excuse that Councilor. Application to be so excused must be made before the Council is divided, or before the calling of the yeas and nays, and decided without debate.

**Member
Excused from
Voting: When**

3.10 Every motion shall be reduced to writing, if the Chairman shall so direct.

**Motion to be Reduced
to Writing: When**

3.11 Any member may require the division of a question when the sense will admit it.

Division of Question

3.12 A motion for referral to a committee or administrative official, until it is decided, shall preclude all amendments of the main question.

Motion for Referral

3.13 All questions relating to priority of business to be acted upon shall be decided with discussion limited to Council members, but any Councilor may solicit information from any other person.

Priority of Business

3.14 The rules shall not be dispensed with or suspended unless five of the members of the Council consent thereto. No rule or order shall be amended or repealed without notice, in writing, being given at the preceding meeting.

Suspension of Rules: Amendment or Repeal

3.15 In all cases where the parliamentary proceedings are not determined by the foregoing rules and orders, "Robert's Rules of Order" shall be taken as authority to decide the course of proceedings.

Parliamentary Proceedings

SECTION 4. COUNCIL COMMITTEES

4.1 The Finance Committee shall consist of three members of the Council. Said Finance Committee shall act by majority vote. The Council Chairman shall serve as an ex-officio member of said committee, having no vote on the committee. The members of the Finance Committee shall be appointed annually by vote of the Council. The Chairman shall be elected by a majority vote of the Committee members.

Finance Committee

The Finance Committee shall have the power and duty to review monthly and annual financial reports, meet with the Town Auditors and review the annual audit, review the warrants for the expenditure of Town funds, and advise the Town Manager on matters of current expenditures within the Municipal Budget.

The Council may refer matters relating to Town finances brought to its attention by either the Town Manager or the Finance Committee, to the Finance Committee, which shall study the same and make appropriate recommendations to the entire Council.

4.2 The Ordinance Committee shall consist of three members of the Council. Said Ordinance Committee shall act by majority vote. The Council Chairman shall serve as an ex-officio member of said Committee, having no vote on the committee. The members of the Ordinance Committee shall be appointed annually by vote of the Council. The Chairman shall be elected by a majority vote of the Committee members.

Ordinance Committee

In addition to those other powers which the Council may, from time to time assign to it, the Ordinance Committee, when requested by the Council, shall review proposed ordinances or amendments and make recommendations to the Council prior to final action.

4.3 The Appointments/Personnel Committee shall consist of these members of the Council and act by majority vote. The Council Chairman shall serve as an ex-officio member of said committee, having no vote on the committee. Among such other powers as the Council may from time to time assign to said committee, it shall recommend to the entire Council persons for appointment to various positions and offices which are properly to be filled by the Council, except that the Committee shall not make recommendations as to the composition of committees of the Council, such as the Finance Committee, Ordinance Committee, Economic Development/Capital Improvements Committee, or the Appointments Committee, or to any other standing or ad hoc committees

Appointments/Personnel Committee

of the Council which may hereafter be established. In addition to those other personnel matters which the Council may, from time to time, assign to it, the Committee shall review and make recommendations to the Council on methods of evaluating Council employees and implementing such evaluations.

4.3.1 Appointments Procedure.

1. Prior to recommending an applicant for service on the Planning Board, Board of Appeals or Economic Development Corporation, the Chair of the Appointments/Personnel Committee shall contact the Council Chair and the Chair of the volunteer board or committee to discuss the appointment or reappointment of the applicant.
2. Prior to recommending an applicant for service, the Town Council's Appointments/Personnel Committee may interview the applicant.
3. The meeting agenda, the applications to be considered, and any other supporting documents shall be sent to Appointments/Personnel Committee members, in a timely manner, prior to the proposed meeting.
4. Applicants are encouraged to attend a meeting of the committee to which they wish to be appointed.

4.4 The Economic Development/Capital Improvements Committee shall consist of three members of the Council and act by majority vote. The Council Chairman shall serve as an ex-officio member of said committee, having no vote on the committee. The Committee shall review matters that are sent to it by the Town Council and generally include topics regarding economic development, capital projects and capital equipment.

Economic Development/ Capital Improvements Committee

4.5 All Committees of the Town Council, including standing committees and special committees, shall keep recorded minutes of their meetings except that portions of meetings held in executive session may be exempt from this provision except where required by law. Meeting agendas should be posted to the Town Web site in a timely manner prior to a proposed meeting. Meeting minutes are encouraged to be taken and posted to the Town website.

Board and Committee Reporting

SECTION 5. CONDUCT OF COUNCIL MEMBERS

5.1 Councilor inquiries concerning routine Town business should notify the Town Council Chair and then the Town Manager. In accordance with Section 218 of the Town Charter, Council Members shall not give any orders to Town Staff. Direct inquiries by Councilors, on such matters, to Department heads, should be avoided.

Contacting Staff

5.2 No member of the Town Council shall represent to anyone or knowingly allow anyone to infer that he/she speaks on behalf of the Town Council unless, by Order of the Council, a Councilor has been officially designated as its Representative to another organization.

Speaking on behalf of Town Council

5.3 Council members shall be respectful of other Council members and members of the public and use appropriate business decorum during meetings.

Respect Others

5.4 Council members must be mindful of the need to preserve the integrity of the Town Council and the Town when conducting the people's business. When a member of the Town Council has a conflict of interest or the appearance of a conflict of interest on an item under consideration by the Council, the Council member shall follow the following 3 step process:

Conflicts of Interest

1. Disclose the conflict or potential conflict to the other Council members and the public.
2. Tell the Council whether or not you believe you can discuss the item and treat all of the parties fairly and fulfill your duty as a Council member to vote in the best interest of the entire Town.
3. Ask the Town Council to vote on whether the Council member shall be recused from participating and voting on the item, or continue to participate and vote.

Street Acceptance Report

Woodspell Road

Longfellow Woods Subdivision

Normand Berube Builders / Longfellow Woods Home Owners Association

November 8, 2017

Request: The applicant, Normand Berube Builders and the Longfellow Woods Home Owners Association is requesting street acceptance of Woodspell Road in the Longfellow Woods Subdivision located off Longfellow Road.

Street Classification: Rural access **Length:** 1,500 feet (0.28 miles)

Description: The Longfellow Woods Subdivision was approved by the Gorham Planning Board on April 6, 2015. The subdivision was approved under the Town's Rural Manufactured Housing (R-MH) District standards. The subdivision was approved in one phase. The Longfellow Woods Subdivision consists of ten (10) single-family residential lots and a 3.78 acre open space. All of the lots within the subdivision have direct access off Woodspell Road which is approximately 1,500 feet in length which terminates in a hammer head turn around. The subdivision has ten (10) lots and all have been issued Certificates of Occupancy. Final paving has been completed and inspected by the Town's Public Works Director.

Utilities: The subdivision is served by public water, septic systems and underground utilities.

Fire Protection: The single family homes within the Longfellow Woods Subdivision have public water and are served by two (2) new fire hydrants as approved by the Gorham Fire Chief.

Inspections, Engineering Certification and Record Drawings: The Town contracted with Woodard and Curran for inspection services, while BH2M, provided construction services to the developer. The applicant's engineer has certified the road has been constructed according to the approved plans and has provided the required test results, documents and record drawings. The Director of Public Works has reviewed these documents and as-built drawings and found them to be acceptable for street acceptance.

Legal Documents: The offer of cession for the roadway, the proposed roadway deed, appropriate drainage and utility easements, and the required transfer tax form have been reviewed by legal counsel and are in order for acceptance.

Performance & Road Maintenance Guarantees: The amount of the one-year maintenance guarantee has been set at \$5,000.00 by the Public Works Director and the Town has received the required guarantee.

PLANNING DEPARTMENT STREET ACCEPTANCE CHECKLIST

(To be completed by the Town Planner)

Street Name: Woodspell Road

Subdivision/Project Name Longfellow Woods Subdivision

OWNER/Developer Normand Berube Builders, Inc.

Street Classification Rural Access Street Length 1,500 feet (0.28 miles)

Type of Approval: X Final [] Acceptance Prior to Final Paving

Verification of occupancy permits for 100% of the housing units in the subdivision.

Total number of lots 10

Number of occupancy permits issued 10, 100%

Number of lots in phase 10

Number of occupancy permits issued 10, 100%.

Please mark each of the following items Yes, No or NA (Not applicable)

- 1. X Letter of Cession.
2. X Road Deed (includes center of hammer head).
3. X Transfer Tax Form.
4. X Easement deeds for road drainage.
5. Other documents
6. X Reviewed by Town Attorney and approved on
7. X Fire pond/dry hydrant installations reviewed & approved by Fire Chief.
8. X PWD: Water/Final Inspection Report received.
9. X PWD: Sewer/Final Inspection Report received.
10. X As-Built drawings delivered to: X Engineer X Public Works X Planner.
11. X Maintenance Guarantee Acct.: Amount \$5,000 Type LOC Date 11-9-17
13. X Road Improvement Acct.: Amount \$5,000. Date Established 11-14-17
15. X Legal Documents & Plan ROW provided to Town Clerk. Date 11-14-17
16. X Public Works Director's Final Report.

Note any incomplete items or compliance issues: N/A



TOWN OF GORHAM

PLANNING OFFICE

75 South Street, Suite 1
 Gorham, Maine 04038
 PHONE: (207) 222-1620

APPLICATION: STREET ACCEPTANCE

A separate application with fee must be submitted for EACH street. The application fee is non refundable regardless of whether the Town Council accepts or does not accept the street as a public way.

FEE FOR PLAN REVIEW:

\$500.00 Plus \$50 for Public Notice

Amount Paid:

Date:

PROPERTY DESCRIPTION	Parcel ID	Map	11	Lot	22.001	Zoning District	r-mh	Total Land Area	21.835 AC
	Physical Address		Lonfellow Rd - Gorham , Me						

PROPERTY OWNER'S INFORMATION	Name	Normand Berube Builders, Inc.	Name of Business	
	Phone	(207) 883-8270	Mailing Address	1040 Portland Road Suite Two Saco, Me. 04072
	Fax	(207) 283-3961		
	Email	nberubeldrs@maine.rr.com		
APPLICANT'S AGENT INFORMATION	Name	BH2M	Name of Business	
	Phone	(207) 839-2771	Mailing Address	28 State Street Gorham, Me. 04038
	Fax	(207) 839-8250		
	Email			

NOTICE: A decision by the Planning Board to grant permission to an applicant to subdivide and develop land is not a guarantee that the Town Council will automatically accept any roads that are constructed in said development as public roads. The Town Council is not obligated to accept any road as a public way when the Council determines it is not in the public's best interest, even if the proposed road is located in an approved subdivision and otherwise meets all specifications for a public road.

STREET NAME:	Woodspell Rd	With suffix: (Dr, Ln, Ave, St, etc.)		
Length of Street	1500 feet	SUBDIVISION NAME	Longfellow Woods	Type A Acceptance
Dead End Street	Y / N	y	Number of Lots Served:	10
				Final Acceptance
	yes			

PROJECT STATUS::	Number	Work Completed As of [DATE]	Gorham Land Use and Dev. Code, Chap. II, Sec. V, E. 4. f. - A street may be accepted by the Town Council prior to final paving provided that 150% of the cost of completion, as estimated by the Town Engineer, is deposited in a road improvement account with the Town. Unexpended funds will be returned to the developer upon completion.
Dwelling Units Built/ Under Construction	10	All complete	
Occupancy Permits Issued	10	All complete	
PAVEMENT:	Work Completed As of [DATE]		
Base Pavement	All complete		
Final Pavement	All complete		

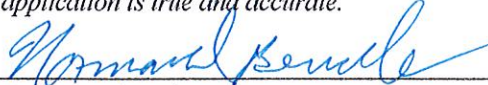
Public Sewer	Y / N	n	If yes, provide date of final inspection Provide a copy of the final inspection report from Portland Water Dist.	Mo. Da. Yr.
Public Water	Y / N	y	If yes, provide date of final inspection Provide a copy of the final inspection report from Portland Water Dist.	Mo. Da. Yr 8-28-2015

THIS REQUEST FOR STREET ACCEPTANCE MUST BE ACCOMPANIED BY: ONE ORIGINAL PACKET AND 2 SETS OF COPIES.

YES	NO	EACH PACKET MUST INCLUDE THE FOLLOWING ITEMS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A current offer of cession letter. (This generally requires an updating of the letter of cession submitted with the application for final subdivision approval. The letter should specify that the road and related improvements are being offered without request for compensation)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A warranty deed for the roadway. (This deed may be submitted in draft form for review and approval by the Town Attorney. Any revisions requested by the Town Attorney must be made to the deed and the signed original provided to the Planning Department before the Town Council acts on this application).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of any associated easements documents (drainage, fire pond, conservation, etc.), must be reviewed and approved by the Town Attorney and which will be offered to the Town for acceptance before the Town Council acts on this application. These can be referenced in the road deed or provided in a separate deed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A current Real Estate Transfer form. (Completed and signed by the property owner)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A copy of the recorded subdivision plan referenced in the proposed deed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A copy of the Record Drawings (As Built). (Once Record Drawings are approved by staff, applicant will submit 1 Auto Cad, 1 mylar, and 2 paper copies of same)
<input type="checkbox"/>	<input type="checkbox"/>	A one-year maintenance warranty. (The applicant must warranty all public improvements for a period of one year from the date of acceptance and must be prepared to supply a one-year maintenance guarantee to the Town in the form of a Letter of Credit, a Cash Escrow Account, or a Bond. The proposed form of the guarantee must be reviewed by the Town Attorney prior to finalization. The amount of the guarantee is determined by the Public Works Director or Town Engineer at the time of his final inspection. At the conclusion of the one-year warranty period, the owner shall request the Public Works Director or Town Engineer (as applicable) to prepare a second written report of inspection prior to the release of the maintenance guarantee).
<input type="checkbox"/>	<input type="checkbox"/>	A letter from the developer's engineer that the road proposed for acceptance as a Town Way was constructed to the appropriate standards as specified in the Town's Land Use and Development Code.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A copy of the most current Subdivision Declaration and Homeowners' Association documents, including documentation showing that the Homeowners' Association has been formed.

I understand that the Town Council is under no legal obligation to accept this road as a public way. I also understand that the application fee is non refundable even if the Town Council does not accept this road as a public way. I hereby certify, to the best of my knowledge, the information contained in this application is true and accurate.

1/25/17
Date


Signature of Applicant
NORMAND BERUBE
Print (or type) name

PLEASE RETURN COMPLETED APPLICATION TO THE TOWN PLANNER

NOTE: The Application for Street Acceptance will not be heard by the Town Council until all required documentation is submitted by the applicant and reviewed by Town staff.

REVIEW STEPS

Staff Review: Once all application documents have been received, the Planning Department and the Town Attorney will review the documents. The Inspecting Engineer and the Public Works Director will inspect the road that is proposed for acceptance and issue a report. Applicants should expect this step to take approximately one month, if the applicant has submitted all necessary documents and if all documents submitted were in order. The Town Council will not consider an application to accept a road until said application with all documentation is complete and the fee is paid in full.

Town Council Acceptance: Once it has been determined that all documents are in order, the item will be placed on the next Town Council agenda for their consideration on whether to approve the road as a public way if they determine it is in the public's best interest.

FINAL INSPECTION

Requested by: Contractor
 Project Name: Longfellow Woods
 Municipality: Gorham

Pre Final or Final: Final
 Main FC #'s: 10945
 Hyd FC #'s: 10947

Date:

8/28/2015

Pressure Test (P/F): P
 CL2 Test (P/F): P
 Date: 6/12/2015
 Date: 6/12/2015

ASSET:

Air Valves:
 Function properly and gate box set to grade

Blow-Offs:
 Function properly and gate box set to grade

Hydrants:
 Function properly and set to grade
 Cold water test Hydrant
 Static Pressure

Gate Valves:
 Function properly and gate box set to grade
 Record # of turns

Services:
 Rod accessible and service box set to grade

INDICATE IF MAIN IS IN SERVICE: **YES**
 INDICATE IF FINAL PASSED: **YES**

Digital Fieldbook: (Y/N)

GPS'D: (Y/N)

Hansen:

Asset Attributes populated (Y/N):

Asset Service Status updated (Y/N):

Asset Valve Status updated (Y/N):

Static Pressure Test entered: 'Inspection - Water Hydrant Flow Test' (Y/N):

Service Cards turned into Dispatch (Y/N):

Ties acquired (Y/N):

RB Discs removed (total):

INSPECTOR: JEFF HASKELL

DEFICIENCIES:

STATION/LOT:

PASS

Pass

PASS

PASS

PASS

RECORD DOCUMENTATION COMPLETED:

Y

Y

Y

Y

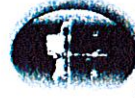
Y

Y

Y

Y

Y



Portland Water District
 FROM SEBAGO LAKE TO CASCO BAY

NORMAND BERUBE BUILDERS, INC.

1040 PORTLAND RD. SUITE TWO SACO, MAINE 04072

883-8270 or 283-3961 Fax : 283-4039

E-Mail ; nberubebldrs@maine.rr.com

January 25, 2017

David O. Cole, Town Manager
Town of Gorham
270 Main Street
Gorham, Me 04038-1382

Re: Offer of Cession for Woodspell Road, Longfellow Woods Subdivision,
Tax Map #11, Lot # 22.001

Dear Mr. Cole:

On behalf of Normand Berube Builders, Inc., we are pleased to offer this written offer of cession and deeds for Woodspell Road and all associated utility easements and rights of way, as shown on the Longfellow Woods Subdivision plans, prepared by BH2M. This offer is made without demand for compensation. This roadway has been constructed to service ten lots in the Longfellow Woods Subdivision as approved by the Gorham Planning Board.

A copy of the final subdivision plan showing roadways and associated easements is now enclosed. Normand Berube Builders, Inc. has constructed this roadway to Town standards in accordance with the approved plans and under the supervision of the Town's inspectors.

If you require any additional information regarding our request, please contact me.
Thank you for your cooperation in this matter.

Sincerely,



Normand Berube

President

Normand Berube Builders, Inc.



MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION
TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County
CUMBERLAND

2. Municipality/Township
GORHAM

3. GRANTEE/PURCHASER
3a) Name LAST or BUSINESS, FIRST, MI: TOWN OF GORHAM
3b) SSN or Federal ID:
3c) Name, LAST or BUSINESS, FIRST, MI:
3d) SSN or Federal ID:
3e) Mailing Address: 270 MAIN STREET
3f) City: GORHAM
3g) State: ME
3h) Zip Code: 04038

4. GRANTOR/SELLER
4a) Name, LAST or BUSINESS, FIRST, MI: NORMAND BERUBE BUILDERS, INC.
4b) SSN or Federal ID: 01-0352156
4c) Name, LAST or BUSINESS, FIRST, MI:
4d) SSN or Federal ID:
4e) Mailing Address: 1040 PORTLAND ROAD, SUITE 2
4f) City: SACO
4g) State: ME
4h) Zip Code: 04072

5. PROPERTY
5a) Map: 11 Block: Lot: 22 Sub-Lot: 1
5b) Type of property:
5c) Physical Location: WOODSPELL ROAD
5d) Acreage:
Check any that apply:
[] No tax maps exist
[] Multiple parcels
[X] Portion of parcel

6. TRANSFER TAX
6a) Purchase Price (If the transfer is a gift, enter "0") 0.00
6b) Fair Market Value (enter a value only if you entered "0" in 6a) or if 6a) was of nominal value) 1000.00
6c) Exemption claim - [X] Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.
GIFT OF REAL PROPERTY TO GOVERNMENTAL ENTITY

7. DATE OF TRANSFER (MM-DD-YYYY)
8. WARNING TO BUYER-If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.
[] CLASSIFIED

9. SPECIAL CIRCUMSTANCES-Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:
10. INCOME TAX WITHHELD- Buyer(s) not required to withhold Maine income tax because:
[] Seller has qualified as a Maine resident
[] A waiver has been received from the State Tax Assessor
[X] Consideration for the property is less than \$50,000
[] Foreclosure Sale

11. OATH
Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:
Grantee _____ Date _____ Grantor _____ Date _____
Grantee _____ Date _____ Grantor _____ Date _____

12. PREPARER
Name of Preparer: BARBARA J. DRESSER, ESQ. Phone Number: 207-710-0749
Mailing Address: 146 MAIN STREET, SUITE 204 E-Mail Address:
SACO, ME 04072 Fax Number:

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **NORMAND BERUBE BUILDERS, INC.**, a Maine corporation, with an established place of business in Saco, County of York, State of Maine, hereby grants to the **TOWN OF GORHAM**, a Maine municipal corporation, with its principal location being in the Town of Gorham, County of Cumberland, State of Maine, with a mailing address of 270 Main Street, Gorham, ME 04038, with warranty covenants, for highway purposes, the land located in the Town of Gorham, County of Cumberland and State of Maine, being more particularly described as follows:

A certain strip or parcel of land located on the southeasterly sideline of Longfellow Road, so-called, in said Town of Gorham, being shown as Woodspell Road on the plan titled "Final Subdivision Plan, Longfellow Woods, Longfellow Road, Gorham, Maine" for Normand Berube Builders, Inc., dated June 2014, by Berry Huff McDonald Milligan, Inc. and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 101, and being more particularly described as follows:

Beginning at a granite monument set on the southeasterly sideline of said Longfellow Road at the northwesterly corner of Lot #1 as shown on aforesaid plan;

Thence in a general southerly direction along said Lot #1 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument set; said granite monument set being S 12° 41' 57" W a tie distance of 28.28 feet from said previous granite monument set;

Thence S 32° 18' 03" E along said Lot #1 a distance of 620.78 feet to a granite monument set and the northwesterly corner of Lot #3;

Thence in a general southerly direction along said Lot #3 and along a circular curve to the right, circumscribed by a radius of 300.00 feet, an arc length of 133.19 feet to a granite monument set; said granite monument set being S 19° 34' 54" E a tie distance of 132.10 feet from said previous granite monument set;

Thence S 06° 51' 45" E along said Lot #3, along Lot #5, along Lot #7 and along Lot #9 a distance of 740.71 feet to a granite monument set and Open Space as shown on aforesaid plan;

Thence S 83° 08' 15" W along said Open Space a distance of 50.00 feet to a granite monument set and the southeasterly corner of Lot #10;

Thence N 06° 51' 45" W along said Lot #10 a distance of 30.00 feet to a granite monument set;

Thence in a general northwesterly direction along said Lot #10 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument set; said granite monument set being S 51° 51' 45" W a tie distance of 28.28 feet from said previous granite monument set;

Thence S 83° 08' 15" W along said Lot #10 a distance of 30.00 feet to a granite monument set;

Thence N 06° 51' 45" W along said Lot #10 a distance of 50.00 feet to a granite monument set;

Thence N 83° 08' 15" E along said Lot #10 a distance of 30.00 feet to a granite monument set;

Thence in a general northeasterly direction along said Lot #10 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument set; said granite monument set being N 38° 08' 15" E a tied distance of 28.28 feet from said previous granite monument set;

Thence N 06° 51' 45" W along said Lot #10, along Lot #8, along Lot #6 and along Lot #4 a distance of 620.71 feet to a pk nail set in an existing driveway;

Thence in a general northerly direction along said Lot #4 and along a circular curve to the left, circumscribed by a radius of 250.00 feet, an arc length of 111.00 feet to a granite monument set and the southeasterly corner of Lot #2; said granite monument set being N 19° 34' 54" W a tie distance of 110.09 feet from said previous granite monument set;

Thence N 32° 18' 03" W along said Lot #2 a distance of 620.78 feet to a granite monument to be set;

Thence in a general westerly direction along said Lot #2 and along a circular curve to the left, circumscribed by a radius of 20.00 feet, an arc length of 31.42 feet to a granite monument set and the southeasterly sideline of said Longfellow Road; said granite monument set being N 77° 18' 03" W a tie distance of 28.28 feet from said previous granite monument set;

Thence N 57° 41' 57" E along said Longfellow Road a distance of 90.00 feet to the point of beginning.

The above described Woodspell Road parcel contains 78,023 square feet (1.79 acres). All bearings refer to magnetic north as observed in 2000.

The above-described parcel is conveyed together with a perpetual easement 10 feet in width, for purposes of the installation, maintenance and repair of drainage and access to utilities,

and being located along the easterly sideline of the above-described Woodspell Road parcel, across Lot #1, Lot #3, Lot #5, Lot #7 and Lot #9, and depicted as "10' Easement" on said Plan, reference to which is made for a more particular description.

The above-described parcel is further conveyed together with a perpetual easement 10 feet in width, for purposes of the installation, maintenance and repair of drainage and access to utilities, and being located along the westerly sideline of the above-described Woodspell Road parcel, across Lot #4", and depicted as "10' Easement" on said Plan, reference to which is made for a more particular description.

The above-described parcel is conveyed together with a perpetual easement 10 feet in width and 50 feet in length, for purposes of the installation, maintenance and repair of drainage and access to utilities, and being located along the westerly sideline of the above-described Woodspell Road parcel, the location of which being within Lot 2, and depicted as "10'x50' Drainage Easement" on said Plan, reference to which is made for a more particular description.

IN WITNESS WHEREOF, the said NORMAND BERUBE BUILDERS, INC., has caused this instrument to be signed and sealed in its corporate name and behalf by Normand O. Berube, its President, thereunto duly authorized, this _____ day of _____, 2016.

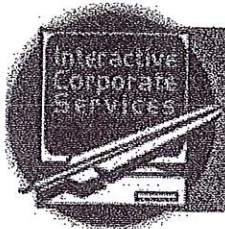
NORMAND BERUBE BUILDERS, INC.

_____ By: _____
Normand O. Berube
Its President

STATE OF MAINE
COUNTY OF _____, ss. _____, 2016

The above-named Normand O. Berube, in his capacity as President of Normand Berube Builders, Inc., and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation.

Before me, _____
Notary Public/Attorney at Law
Name:
Commission Expires:



MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Wed Jan 25 2017 09:47:21. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
LONGFELLOW WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION	20160021ND	NONPROFIT CORPORATION (T13-B)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
07/13/2015	N/A	MAINE

Other Names (A=Assumed ; F=Former)

NONE

Clerk/Registered Agent

DAVID R. ORDWAY
PO BOX 1179
SACO, ME 04072

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\(\\$10.00\)](#)

[Long Form with
amendments
\(\\$10.00\)](#)

**LONGFELLOW WOODS SUBDIVISION
DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND COMMON EASEMENTS**

This Declaration of Protective Covenants, Conditions, Restrictions and Common Easements, made this 13th day of March, 2015, by **NORMAND BERUBE BUILDERS, INC.**, a Maine corporation with an established place of business in Saco, York County, Maine (hereinafter called "Declarant"); and

WHEREAS, Declarant owns, by deed from Jean M. Wilhelmsen, a/k/a Jean Margaret Wilhelmsen, dated August 8, 2014, and recorded in the Cumberland County Registry of Deeds in Book 31702, Page 38, certain real estate situated in the Towns of Gorham and Westbrook, Cumberland County, Maine, and depicted upon a certain Subdivision Plan entitled "Final Plan – Longfellow Woods", dated June, 2014, revised through February 20, 2015, approved by the Town of Gorham on February 17, 2015, approved by the City of Westbrook on March 3, 2015, prepared by BH2M, and to be recorded in said Registry of Deeds (hereinafter called the "Plan"), as Lots No. 1 through 10, Open Space, and one interior roadway known as Woodspell Road; and

WHEREAS, Declarant desires to develop a Ten (10) lot residential subdivision on property to be known as Longfellow Woods (Lots No 1 through 10 collectively called "Property", the "lots" or in the singular "lot"); and

WHEREAS, Declarant desires to assure quality standards for the wholesome development of the Property and to promote the interests and welfare of each owner of a part of the Property and therefore, desires to subject the Property to protective covenants and common easements, all as set forth hereinafter; and

WHEREAS, Declarant has been required by the Town of Gorham to form a Homeowners' Association in the event said Town does not accept Woodspell Road, the interior road in Longfellow Woods, as a public way; the formation of which shall be for the purpose of ownership and maintenance of said roadway, Open Space, and storm water detention pond ("wet pond"), and maintenance of the easements and buffers noted on the aforementioned plan.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, leased and otherwise used and disposed of subject to the protective covenants and common easements set forth herein, all of which are declared to be in furtherance of a uniform scheme of mutual equitable servitudes upon each and every portion thereof, in favor of each and every other portion thereof, and to create reciprocal rights and privity of contract and estate between all persons acquiring or owning an interest in any portion thereof, which protective covenants and common easements shall be determined to run with the

land and be a burden and benefit upon and to, and be enforceable by, all persons having any interest in any portion of the Property.

ARTICLE I DEFINITIONS

Section 1: "Longfellow Woods" shall mean and refer to the lots and the property which are made subject to the terms of this Declaration, as the same may be amended from time to time.

Section 2: "Declarant" shall mean and refer to Normand Berube Builders, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development of the Longfellow Woods subdivision and if, in the conveyance to such successor or assign, the Declarant expressly transfers to such party Declarant's rights hereunder.

Section 3: "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, Restrictions and Common Easements applicable to the property and as recorded in the Cumberland County Registry of Deeds, as the same shall be amended from time to time.

Section 4: "Lot" shall mean and refer to those numbered parcels shown upon the plan. Lot shall also mean any residential lot or parcel of land which Declarant elects to make subject to the terms of this Declaration and which is shown upon a survey plan or plans recorded in the Cumberland County Registry of Deeds.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, including contract companies, but excluding those having such interest merely as security for the performance of an obligation.

Section 6: "Property" shall mean and refer to that certain real property hereinbefore described and shown on the plan, together with the rights and easements for ingress, egress and utilities in, on, over and across Woodspell Road as shown on the plan. In addition, the property shall include any lot or lots which may be created from any other property of the Declarant, whether now owned or acquired in the future, which is contiguous to the original property or contiguous to any property which has been so added (herein the "Additional Property"); provided, however, that any such additional property will only become subject to the terms and provisions of this Declaration upon an amendment executed by the Declarant, expressly making such additional property subject to the terms hereof.

Section 7: "Homeowners' Association" shall mean the Longfellow Woods Subdivision Homeowners' Association. Said Homeowners' Association shall be responsible for the maintenance of the Open Space, storm water detention pond ("wet pond"), and the easements and buffers noted on the aforementioned plan, independent of who owns and maintains the road.

Section 8: Road "maintenance" shall refer to and include, but not be limited to, snow plowing, sanding, repair, replacement and upkeep of the drainage and erosion control systems.

ARTICLE II PROTECTIVE COVENANTS AND RESTRICTIONS

Each conveyance by Declarant, its successors and assigns, of any lot within the Property shall be subject to the following protective covenants and restrictions:

Section 1: Subject to the rights of the Declarant set forth in ARTICLE VI of this Declaration, each lot conveyed shall be used only as a single family residence. No trade, business, profession or commercial trade of any nature shall be conducted on the lots unless it: (a) is conducted within the residence located on the lot; and (b) has no employees other than the lot owner; and (c) is not advertised on the lot, except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area. Any use or signage allowed by this Section must comply with all applicable requirements of the Zoning Ordinance of the Town of Gorham, Maine.

Section 2: No poultry, swine, dog kennels, livestock or other animals, except household pets normally housed in a single family residence, shall be kept on the Property.

Section 3: Except in the development of the lots by the Declarant, no business or commercial vehicle or vehicles of similar nature shall be brought upon, or be maintained or be permitted to remain on the Property, except that a business vehicle normally used by a lot owner in his occupation may remain on the Property.

Section 4: No more than one principal residential building shall be maintained at any time on any lot.

Section 5: No dwelling or other building erected on any lot shall be covered with tar paper, asphalt siding or corrugated metal siding, but shall be covered with clapboards, shingles, brick, vinyl siding or other materials of like quality.

Section 6: A lot owner shall at all times prevent the accumulation of rubbish and debris on his lot, and the Declarant shall have the right to remove any rubbish or debris which is in violation of this provision at the lot owner's expense after having given the lot owner at least ten (10) days written notice of its intention to exercise that right.

Section 7: No junk automobiles or other vehicles which do not display a current registration sticker may be kept or maintained on the Property unless parked in a garage.

Section 8: Any dwelling or other structure on the Property which is destroyed or damaged in whole or in part by fire, windstorm or other casualty must be rebuilt, or all debris

removed and the affected portion of the Property restored to its natural condition without delay.

Section 9: No lot shall be further subdivided.

Section 10: No generators for the generation of electric power shall be installed, maintained or used on any lot except during the initial period of construction of the principal residential dwelling on the lot and during any power outage.

Section 11: During any time in which Woodspell Road is posted prohibiting the transport of heavy loads, lot owners shall not bring any heavy equipment into the Property. Any lot owner who violates this provision shall be liable for the costs of repair of any resulting damage to the interior road of the Property.

Section 12: All dwellings or other buildings constructed on the Property shall have a floor space of at least 1,600 square feet (not including the garage), have an attached two-car garage, and all driveways shall be paved. Each lot owner shall submit his/her architectural design to the Declarant for approval prior to construction. The exterior finish and color of all buildings constructed on the Property shall be subject to Declarant's approval.

Section 13: All houses shall be properly numbered with the numbers being visible from the street year-round.

Section 14: LONGFELLOW WOODS SUBDIVISION HOMEOWNERS' ASSOCIATION, a non-profit, non-stock corporation, will be organized under the laws of the State of Maine (hereinafter called the "Association"). The Association shall be responsible for ownership and snowplowing, maintenance and repair of the roadway, areas labeled "Open Space", the storm water detention pond (wet pond), maintenance of the easements and buffers, all as more fully shown on said plan, and compliance with the MDEP Operations & Maintenance Plan attached hereto as Exhibit 1. All other areas of the "Open space" shall be left in its natural condition. Each owner of a lot shall automatically become a member of the Association. Upon termination of interest of any owner in a lot, membership and any interest in the Association shall thereupon automatically terminate and transfer and inure to the next owner of said lot. Each owner of a lot shall be bound by the By-Laws of the Association, as the same may be amended from time to time, and each owner of a lot shall comply strictly with said By-Laws of the Association. No holder of a mortgage of a lot shall be considered as a lot owner until such holder shall acquire title to the lot by foreclosure, by deed in lieu of foreclosure, or by maintaining possession of the lot.

Section 15: The restrictions set forth in Appendix A attached hereto shall be incorporated into any deed for the conveyance of Lots 1 and 2.

Section 16: Notwithstanding any of the foregoing restrictions, the Association may, upon the application of any lot owner and with the vote of two-thirds of the lot owners, waive any of the foregoing covenants and restrictions, with the exception of Sections 14 and 15 above.

Section 17: Hunting and the use of fire arms is prohibited on that portion of the Property located within the City of Westbrook. "No hunting" signs shall be posted along the boundary of the City of Westbrook.

ARTICLE III EASEMENTS

Section 1: Creation of Easements. The following easements are hereby created:

(a) The Declarant reserves the right to maintain on the Property such advertising signs as may comply with the applicable governmental regulations, which signs may be placed in any location on the property and may be relocated or removed, all at the sole discretion of the Declarant. This easement shall continue until the Declarant has conveyed all lots to owners other than the Declarant.

(b) The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Article shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, remove and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches, pump stations and leach fields, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through, along and on the Property. Notwithstanding the foregoing provisions of this Article, any such easement through a lot shall be located either in substantially the same location as such facilities or similar facilities that existed at the time of first conveyance of the lot by Declarant or occupancy of the lot by its occupants.

(c) The lots shall be and are hereby made subject to an easement in favor of the Declarant, and the agents, employees and independent contractors thereof, for the purpose of the inspection, upkeep, maintenance, repair and replacement, if applicable, of the lots and any improvements and fixtures located thereon, pursuant to its rights to enforce the provisions of this Declaration.

(d) All easements, rights and restrictions described and mentioned in this Article are easements appurtenant, running with the land and the property, and (except as may be otherwise expressly provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

Section 2: Reservation of Easement. So long as the Declarant has title to any lot or any other portion of the Property, the Declarant reserves the right to grant to any third party any license or easement in, on, over or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable

judgment, to be necessary or desirable for the development or improvement of the Property. Any such license or easement granted hereunder shall be located so as not to materially interfere with the use or occupancy of the lots by their occupants, and may be recorded by the Declarant at its sole cost and expense. Declarant will obtain Planning Board approval prior to the granting of said easement rights.

ARTICLE IV DURATION

Section 1: The protective covenants and common easements and the other provisions of this Declaration, as set forth herein, and as the same may be amended from time to time, shall run with and be a burden upon the lots and shall inure to the benefit of and be enforceable by the Declarant and any other owners of any portion of the Property, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time all of said provisions shall be automatically extended for successive periods of five (5) years unless an instrument signed by the owners of three-quarters (3/4) of the lots has been recorded, agreeing to terminate this Declaration as of a specified date following such recording date.

ARTICLE V SUPPLEMENTAL DECLARATIONS

Section 1: This Declaration may be amended from time to time by a Supplemental Declaration duly executed by either (i) the Declarant, so long as it is the owner of all of the lots or (ii) after the Declarant shall have conveyed a lot, by the owners of lots within the Property. No such amendment shall render invalid any use or subdivision of land within the Property existing in accordance with this Declaration at the time of recording of such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration and with applicable zoning and other land use regulations.

ARTICLE VI DECLARANT'S RIGHTS

Section 1: The conveyance of the lots to owners shall be subject to the right of Declarant, until the construction, marketing and sale of all lots is completed, to:

- (a) Change the size, number, layout and location of any lot or improvement for which a purchase and sale agreement has not been executed by the Declarant or with respect to which the purchaser is in default under a purchase and sale agreement. The change or changes shall be effective upon the recording by the Declarant or an amendment to this Declaration and/or the recording by the Declarant of a modified site plan indicating the changes made. Any reserved rights under this Section require prior

Planning Board approval as amendments to the subdivision plan.

(b) Connect with and make use of utility lines, pipes and conduits located on the Property for construction and sale purposes, provided that the Declarant shall be responsible for the cost of services so used.

(c) Install and maintain signs and lighting for sale purposes.

(d) With respect to any lots remaining unsold by Declarant, Declarant may let or lease such lots to any person or persons as Declarant sees fit.

(e) Amend the restrictions as set forth in Article II by recording an amendment to the Declaration of Protective Covenants in the Cumberland County Registry of Deeds.

This Article VI shall not be amended without the consent of the Declarant so long as the Declarant owns any part of the Property.

ARTICLE VII ROAD MAINTENANCE BY DEVELOPER

Woodspell Road shall be constructed to Town of Gorham standards and shall be private until the Town of Gorham accepts said road. Until such time as the Town of Gorham accepts said Woodspell Road, all lots will be subject to the following:

Section 1: All lots shall be benefitted by an appurtenant easement over Woodspell Road, the road shown on the plan, for purposes of ingress and egress and location of utilities and all customary uses. It is the intention of the Developer to petition the Town of Gorham to accept the roadway as a public road to be maintained by the Town of Gorham.

Section 2: Said road will require plowing and sanding in the winter and other repair, maintenance and replacement, as well as the upkeep of the drainage and erosion control systems as originally approved by the Town of Gorham, as hereinafter set forth. In order to clearly identify the matters associated therewith, a Road Maintenance Agreement of even date and to be recorded herewith in the Cumberland County Registry of Deeds, reference to which is hereby made for its terms and conditions. NOTE: The removal of snow and ice from sidewalks shall not be the responsibility of Developer, the Town of Gorham, or any other organization.

Section 3: The Developer shall be responsible for maintaining and plowing the road, for the upkeep of the drainage and erosion control systems, and compliance with the MDEP Operations & Maintenance Plan attached hereto as Exhibit 1 until the conveyance of the 5th lot in the development. After said conveyance, the Developer shall convey the road, together the associated 10 foot wide easements for drainage and utilities depicted on the Plan, to either the Town or the Association. If the Town does not accept the conveyance of the road, the

Association shall accept the deed to the road. Upon acceptance of the deed, all obligations and responsibilities of the Developer with respect to the road shall terminate and cease.

Section 4: After the conveyance of the 5th lot in the development, the Developer shall convey the Open Space to the Association.

ARTICLE VIII ASSOCIATION RESPONSIBILITIES

Section 1: As of the date of the conveyance of the Woodspell Road by the Developer to the Association, the Association shall perform and be responsible for the maintenance, resurfacing, improvement, clearing and repair of, and snow removal from said Woodspell Road, for the payment of any real estate property taxes assessed on said Road, compliance with the MDEP Operations & Maintenance Plan set forth in Exhibit 1 attached hereto, and for the cost of labor, equipment, materials and management relating to the Road and supervision thereof. The Open Space shall be conveyed by the Developer to the Association after the conveyance of the 5th lot in the development. As of the date of the conveyance of the Open Space by the Developer to the Association, the Association shall perform and be responsible for the maintenance of said Open Space, storm water detention pond (wet pond), easements and buffers noted on the Plan, compliance with the MDEP Operations & Maintenance Plan set forth in Exhibit 1 attached hereto, the cost of labor, equipment, materials and management relating said maintenance, and for the payment of any real estate property taxes assessed said areas. Assessments by the Association upon the lots and the owners thereof shall be used exclusively for the purposes of maintenance, resurfacing, improvement, clearing and repair of and snow removal from Woodspell Road, payment of any real estate property taxes assessed on the property conveyed by Developer to the Association, and the cost of labor, equipment, materials and management relating to the Road and/or said Open Space, storm water detention pond (wet pond), easements and buffers, and supervision thereof, and for such other purposes as shall be permitted by the By-Laws of the Association (hereinafter collectively called the "Common Expenses"), which said purposes may include maintenance of any open space or common areas. The Association shall also maintain liability insurance for the roadway and Open Space areas in an amount of not less than one million dollars (\$1,000,000.00).

Section 2: No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Board of Directors shall estimate the common expenses for the following calendar year and shall present such estimate to the members at the Annual Meeting as the proposed annual budget for such calendar year. The annual assessment required to meet annual estimated common expenses for each calendar year shall be approved by the members of the Association at their Annual Meeting.

Section 3: All assessments shall be billed no later than the second Wednesday in December in each calendar year by the Treasurer of the Association. Bills shall be delivered to the respective lot owners at the address recorded in the Secretary's records, either personally or by placing the bill in the United States Postal Service mail, postage prepaid, addressed to the lot owner as aforesaid. All sums so assessed and billed shall become due no later than the

succeeding January 1.

Section 4: The members of the Association may, from time to time, at special meetings, levy additional assessments for the purposes previously provided by the same majority of votes as required for the annual assessments.

Section 5: If the assessment to a lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall be a lien upon the lot, together with interest at the annual rate of twelve (12%) per annum, costs of collection and reasonable attorney's fees.

Section 6: The Association will be responsible for the maintenance of the drainage easements as shown and depicted on the Longfellow Woods subdivision plan.

ARTICLE IX MISCELLANEOUS

Section 1: Enforcement. By the acceptance of a Lot deed, each owner covenants and agrees to comply with the covenants and restrictions set forth in this Declaration. Except as provided in Section 5 of this ARTICLE IX, any failure to so comply shall be grounds for an action against the offending owner to recover damages or for injunctive relief, or both. Such action may be maintained by any aggrieved owner or by the Declarant so long as it owns any part of the Property. The person violating the restriction shall be responsible for all costs, including attorney's fees, in any enforcement action.

Section 2: Waiver. No delay or omission on the part of the Declarant or any lot owner in enforcing the covenants set forth herein, or in seeking a remedy for breach thereof, shall be construed as a waiver of any right to enforce or to seek such remedy or acquiescence in such breach.

Section 3: Severability. In the event any one or more of the provisions of this Declaration shall be found for any reason by a court of competent jurisdiction to be unenforceable or null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provisions of this Declaration.

Section 4: Construction. Wherever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

Section 5: Arbitration. In the event a dispute arises between two or more owners, such owners may submit the dispute to arbitration and the result thereof shall be binding and conclusive upon the parties. Upon the written request of either party to the dispute, each party at the dispute shall appoint one person as an arbitrator to hear and determine the dispute and if two arbitrators so chosen shall be unable to agree, then they shall select a third arbitrator whose decision shall be final and conclusive upon the parties. The expenses of such arbitration shall be borne by the losing party, or in such proportion as the arbitrators shall decide. The arbitration

shall be conducted in accordance with the rules of the American Arbitration Association

Section 6: Amendments. Except as limited in Article VI, the restrictions set forth in Article II may be amended from time to time by a three-fourth (3/4) majority vote of the lot owners. Any amendment to the Protective Covenants shall be in writing signed by three-fourths (3/4) of the lot owners and recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the said Normand Berube Builders, Inc., has caused this Declaration of Protective Covenants and Common Easements to be executed in its name and behalf by Susan M. Berube, its President, thereunto duly authorized, on this 13th day of March, 2015.

WITNESS:

NORMAND BERUBE BUILDERS, INC.

Margolaine C Dube

BY: Susan M Berube
Susan M. Berube
Its President

STATE OF MAINE
York COUNTY, ss.

March 13th, 2015

Then personally appeared the above named Susan M. Berube, in her capacity as President of Normand Berube Builders, Inc., and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Normand Berube Builders, Inc.

Before me, Margolaine C Dube
Notary Public/Attorney at Law
Name: Margolaine C Dube
Commission Expires 9-16-17

SEAL

APPENDIX A
DEED RESTRICTIONS FOR LOTS 1 AND 2
LONGFELLOW WOODS

1. Restrictions on Restricted Buffer Area. Unless the owner of the Restricted Buffer Area, or any successors or assigns, obtains the prior written approval of the MDEP, the Restricted Buffer Area must remain undeveloped in perpetuity. To maintain the ability of the Restricted Buffer Area to filter and absorb stormwater, and to maintain compliance with the Stormwater Management Law and the permit issued thereunder to the Declarant, the use of the Restricted Buffer Area is hereinafter limited as follows.
- a. No soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material may be placed, stored or dumped on the Restricted Buffer Area, nor may the topography of the area be altered or manipulated in any way;
 - b. Any removal of trees or other vegetation within the Restricted Buffer Area must be limited to the following:
 - (i) No purposefully cleared openings may be created and an evenly distributed stand of trees and other vegetation must be maintained. An "evenly distributed stand of trees " is defined as maintaining a minimum rating score of 24 points in any 25 foot by 50 foot square (2500 square feet) area, as determined by the following rating scheme:

Diameter of tree at 4½ feet above ground level	Points
2 - 4 inches	1
4 - 8 inches	2
8 - 12 inches	4
>12 inches	8

Where existing trees and other vegetation result in a rating score less than 24 points, no trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained;

- (ii) No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed except that one winding path, that is no wider than six feet and that does not provide a downhill channel for runoff, is allowed through the area;
- c. No building or other temporary or permanent structure may be constructed, placed or permitted to remain on the Restricted Buffer Area, except for a sign, utility pole or fence;
 - d. No trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment may be permitted on the Restricted Buffer Area;
 - e. Any level lip spreader directing flow to the Restricted Buffer Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

Any activity on or use of the Restricted Buffer Area inconsistent with the purpose of these Restrictions is prohibited. Any future alterations or changes in use of the Restricted Buffer Area must receive prior approval in writing from the MDEP. The MDEP may approve such alterations and changes in use if such alterations and uses do not impede the stormwater control and treatment capability of the Restricted Buffer Area or if adequate and appropriate alternative means of stormwater control and treatment are provided.

2. Enforcement. The MDEP may enforce any of the Restrictions set forth in Section 1 above.
3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Restricted Buffer Area. If the Restricted Buffer Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions to the extent that any of the Restricted Buffer Area is included within such owner's property.
4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Restricted Buffer Area and by the MDEP.
5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a land use restriction running with the land as a burden and upon the title to the Restricted Buffer Area.
6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

EXHIBIT 1

OPERATIONS & MAINTENANCE PLAN

For: LONGFELLOW WOODS SUBDIVISION

The applicant, Normand Berube Builders Inc., will be responsible for all maintenance of the entire site until the roadway is accepted by the Town of Gorham. At that time the Town of Gorham will be responsible for all operation and maintenance responsibilities within the public right-of-way and the Longfellow Woods Home Owners Association will be responsible for all other stormwater facilities which include the wet pond outside the public right of way. The following is a summary of the required maintenance:

Roadways

(Note: Once Road is accepted by the Town of Gorham, maintenance will be performed by the Gorham Public Works Department)

1. On-site inspection of the roads on an annual schedule or after a significant period of rainfall.
 - a.) All low spots of pooling water shall be regraded to direct the water off the pavement.
 - b.) Areas of erosions shall be repaired immediately.
 - c.) Sweeping the roadway free of sand after the winter season should be completed annually.

Stormdrain Inlet & Outlet

(Note: Once Road is accepted by the Town of Gorham, maintenance will be performed by the Gorham Public Works Department)

1. On-site inspection of the rip-rap surrounding the stormdrain inlets and outlets on a monthly schedule or after a significant period of rainfall.
 - a.) Carefully inspect to determine if high flows have caused scour beneath the rip-rap or dislodged any of the stones. If repairs are needed, they should be accomplished immediately.

Vegetated Swale with Check Dams

1. On-site inspection of the vegetated ditches on a monthly schedule or after a significant period of rainfall.
 - a.) Ditches should be inspected to repair erosion problems, remove any accumulated debris and to check the condition and integrity of the check dams.

Storm Drain System Includes Catchbasins

(Note: Once Road is accepted by the Town of Gorham, maintenance will be performed by the Gorham Public Works Department)

1. Inspect catchbasin inlets, culvert entrances and field inlets on a monthly basis for debris or conditions, which could inhibit flow entry. Remove debris.
2. Inspect all catchbasin structures on an annual basis.
 - a.) Check that rim elevations are properly set to optimize flow entry.
 - b.) Measure and record silt accumulation, if any.
3. Check pipelines on an annual basis to determine silt accumulation, if any.
4. Inspect swales, channels, and ditches on a semi-annual basis.
 - a.) Check for debris that may inhibit flow – remove as warranted.
 - b.) Note and remove excessive vegetation – mow monthly.
 - c.) Note any erosion or non-vegetated areas, which could lead to erosion.

Forested Buffers

1. Inspect forested buffers on an annual basis.
 - a) Inspect buffers for evidence of erosion or areas of concentrated flow.
 - b) Inspect buffers for signs of development encroachment within the deed restricted buffer.
2. Buffers are deed restricted with no cutting of vegetation or development in the buffers except as stated in Appendix A of the Longfellow Woods Subdivision Declaration of Protective Covenants, Conditions, Restrictions, and Common Easements.

Wet Ponds

1. Inlet & Outlet Inspections: The inlet and outlet of the basin should be checked periodically to ensure that flow structures are not blocked by debris. Inspections should be conducted monthly during wet weather conditions from March to November.
2. Erosion & Instability: Basins should be inspected annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure, and loss of storage volume due to sediment accumulation. Corrective action should be taken immediately upon identification of problems.
3. Embankment Maintenance: Embankments should be maintained to preserve their integrity as impoundment structures, including, but not necessarily limited to,

vegetative maintenance (mowing, control of woody vegetation), rodent control, erosion control and repair, and outlet control structure maintenance and repair. Basins should be mowed no more than twice a year during the growing season to maintain maximum grass heights less than 12 inches. All accumulated trash and debris shall be removed.

4. Sediment Removal: Sediment should be removed from the pretreatment structure at least annually and from the basin when necessary.
5. Measurement of Sediment Accumulation: Inspect for sediment accumulation. If sediment reaches 2' in depth, the pond shall be drained and the sediment removed.
6. Gravel Trench Outlet Inspection: The gravel trench outlet should be inspected after every major storm in the first few months to ensure proper function. Thereafter, the gravel trench should be inspected at least once every six months. Inspection consists of verifying that the pond is slowly emptying through the gravel filter for a short time (12-24 hours) after a storm and that potentially clogging material such as accumulations of decaying leaves are not preventing discharge through the gravel.
7. Gravel Replacement: The top several inches of the gravel in the outlet trench must be replaced with fresh material when water ponds above the permanent pool for more than 72 hours. The removed sediments should be disposed of in an acceptable manner.
8. Maintenance Dredging: Wet ponds lose 0.5-1.0% of their volume annually due to sediment accumulation. Dredging is required when accumulated volume loss reaches 15%, or approximately every 15-20 years.
9. Outlet Control Structures: Remove covers and check for clogging, debris accumulation or structural problems a minimum of two times per year and clean as needed.

Housekeeping

1. Use attached "Inspection & Maintenance Log" and keep records in three-ring binder.
2. See attached Appendix B "Inspection and Maintenance" from MDEP Stormwater Regulations.
3. See attached "Appendix C" from MDEP Stormwater Regulations for performance standards.

APPENDIX B

LONGFELLOW WOODS SUBDIVISION
 STORMWATER MANAGEMENT
 INSPECTION & MAINTENANCE LOG

FACILITY:		YEAR:	
LOCATION:		CONTRACTOR:	
FUNCTION:		DEP PROJ. MANAGER:	
DATE OF INSPECTION:		INSPECTOR:	
ITEM ID	DESCRIPTION OF CONDITIONS	MAINTENANCE ACCOMPLISHED	DATE OF MAINTENANCE
ROADWAYS (By Town)			
STORMDRAIN INLET & OUTLET (By Town)			
STORMDRAIN SYSTEM (By Town)			
VEGETATED SWALES (By HOA)			
CHECK DAMS (By Contractor)			
CATCH BASINS & FIELD INLETS (By Town)			
WET POND (By HOA)			
VEGETATED BUFFERS (By HOA)			

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made by NORMAND BERUBE BUILDERS, INC., a Maine Corporation, with a place of business in Saco, York County, Maine, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of lots of land located on a private road known as Woodspell Road which is situated on the southerly side of Longfellow Road in the Towns of Gorham and Westbrook, Cumberland County, Maine (hereinafter referred to as the property"); and

WHEREAS, Developer desires to develop a residential subdivision consisting of of Lots 1 through 10, Open Space and a private roadway in the subdivision known as "Longfellow Woods" (collectively called "Property"); and

WHEREAS, the Property is traversed by a roadway to be known as "Woodspell Road," all the same is depicted on a plan entitled "Final Plan – Longfellow Woods", Longfellow Road, Gorham, Maine, by BH2M, dated June, 2014, revised through February 20, 2015, approved by the Town of Gorham on February 17, 2015, approved by the City of Westbrook on March 3, 2015, to be recorded in the Cumberland Registry of Deeds, which roadway is currently a private road; and

WHEREAS, said roadway will require plowing and sanding in the winter and other repair, maintenance and replacement from time to time. Said maintenance shall also include any and all work necessary to maintain the drainage and erosion control systems as originally approved by the Town of Gorham; and

WHEREAS, the Developer, its successors and assigns, wishes to provide for the future maintenance, repair and upkeep of said roadway by providing methods and procedures for decision making, enforcement and collection with respect thereto.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged by all, the Developer, for itself, its successors and assigns, hereby agrees as follows:

1. The ownership of the fee interest in the roadway shall remain in the Developer's name until the transfer of the fifth lot. Upon the sale of the fifth lot, the Developer shall convey, by quitclaim deed, all its right, title and interest in and to said roadway to the "Longfellow Woods Subdivision Homeowners' Association" (hereinafter referenced as Homeowners'

Association) subject to all easements, rights-of-way, privileges and subject to all provisions of this Agreement, with said Association to be established prior to said conveyance.

2. During the period of ownership of said roadway by the Developer, and the period of ownership of its successors in interest and assigns, Developer shall have the right to grant appropriate easements and rights of way for the installation of utilities and for ingress and egress to all Property served by said roadway.

3. The owners of the lots which are accessed by said road shall, jointly and severally, be obligated to maintain, repair, plow, sand and replace the aforementioned road. Said maintenance shall include any and all work to maintain the drainage and erosion control systems as originally approved by the Town of Gorham.

4. Any and all decisions with respect to the nature and extent of the work to be done, the individual or entity to be employed, the total amount of money to be expended, or any and all other matters or questions, shall be made and decided by the Homeowners' Association. Each of the aforesaid lot owners shall be entitled to one vote. The owners of each lot shall, for the purposes of this Agreement, be considered as one person and shall be entitled to a single vote regardless of the number of owners or the form of ownership of said lot.

5. Each lot owner shall contribute a fractional share of the total cost of the maintenance of the private road, which fraction shall be a numerator of one over a denominator equal to the total number of lots accessed by said road.

6. Each lot owner's proportionate share of the reasonable charges for the work undertaken pursuant to this Agreement shall constitute a debt owed to the Homeowners' Association which may be collected in any court of competent jurisdiction of this State, and said debt shall constitute a lien upon the lot or lots owned by the party failing to contribute his or her proportionate share of the cost. The lien established hereby may be enforced by any party to this Agreement, his heirs, successors or assigns, by a lien action following the procedure as set forth at Title 10 of the Maine Revised Statutes Annotated, §3251 et seq. which establishes the procedure for enforcing a mechanic's lien.

7. The Homeowners' Association shall act on behalf of lot owners in contracting to have work done and collecting the contribution of each lot owner.

8. Under no circumstances may the Homeowners' Association close the private road to travel or discontinue maintenance without unanimous approval by all lot owners.

9. This Agreement and the covenants and conditions herein contained shall be deemed to be real covenants running with the land and benefitting and burdening the land described in deeds to all lots on aforesaid plan.

10. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

11. This Agreement and the covenants and conditions herein contained shall be binding upon the lot owners thereto, their successors, heirs and assigns, and shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, Normand Berube Builders, Inc., has caused this instrument to be signed and sealed in its corporate name and behalf by Susan M. Berube, its President, thereunto duly authorized, this 13th day of March, 2015.

WITNESS:

NORMAND BERUBE BUILDERS, INC.

Margolane C. Dube

By: Susan M. Berube
Susan M. Berube
Its President

STATE OF MAINE

York COUNTY, ss.

March 13th, 2015

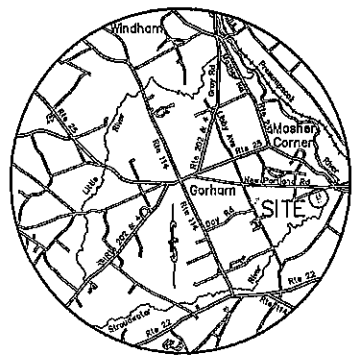
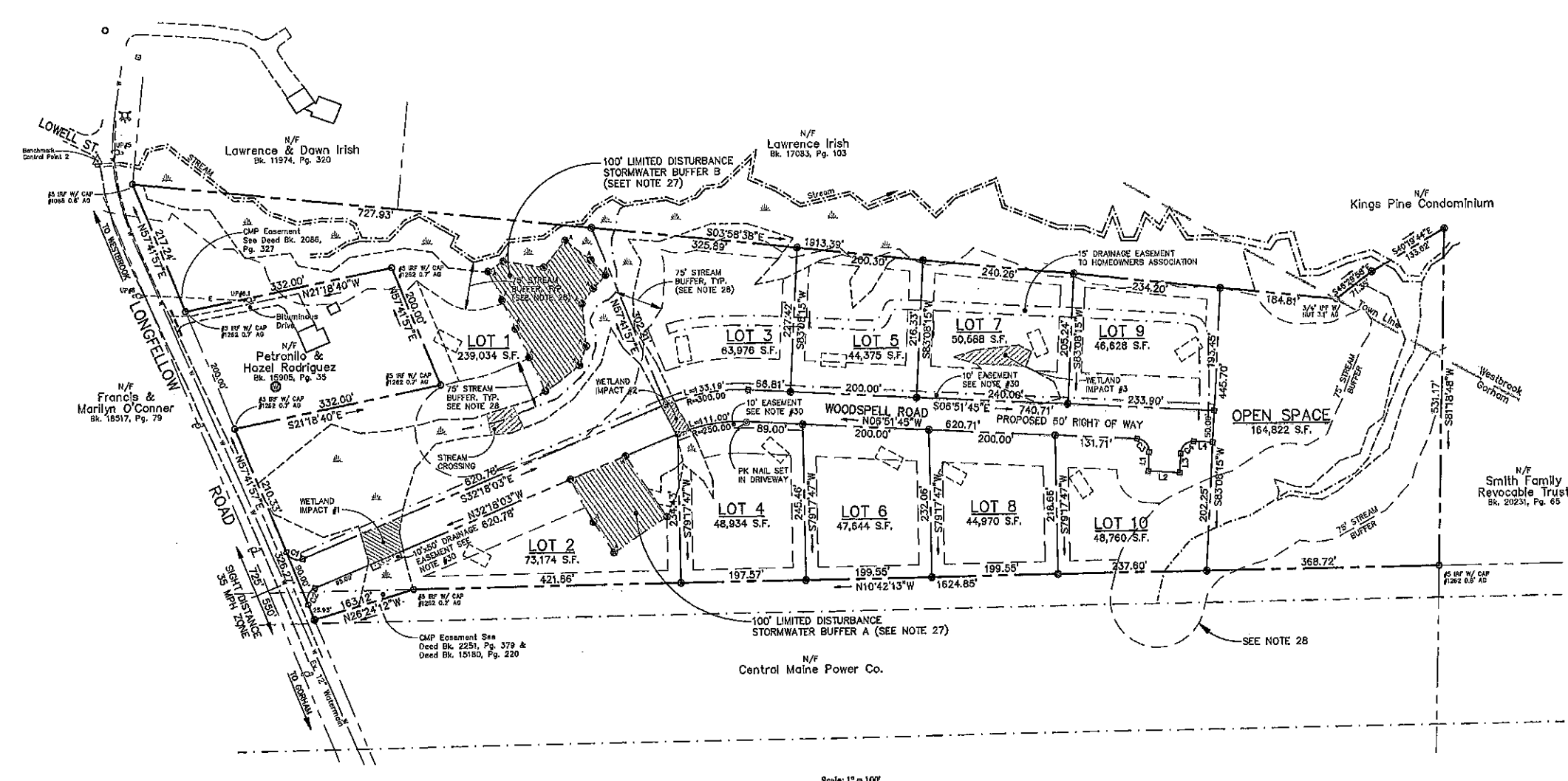
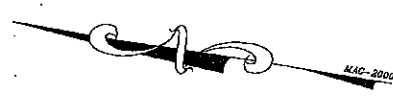
Personally appeared the above named Susan M. Berube, President of Normand Berube Builders, Inc., and acknowledged the foregoing instrument to be her free act and deed in her said capacity, and the free act and deed of said Normand Berube Builders, Inc.

Before me,

Margolane C. Dube
Notary Public / Attorney at Law
Name: Margolane C. Dube
Commission Expires: 9-16-17

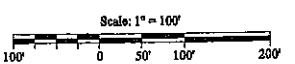
SEAL

Received
Recorded Register of Deeds
Mar 17, 2015 01:23:50P
Cumberland County
Nancy A. Lane



- WESTBROOK CONDITIONS OF APPROVAL**
- APPROVAL IS DEPENDENT UPON, AND LIMITED TO, THE PROPOSALS AND PLANS CONTAINED IN THE APPLICATION AND PLANS DATED JULY 1, 2014 AND REVISED TO JANUARY 15, 2015. NOIR MODIFICATIONS AS MAY BE REQUIRED BY THE TOWN OF GORHAM AND MAINE DEP AND SUPPORTING DOCUMENTS AND ORAL REPRESENTATIONS SUBMITTED AND APPROVED BY THE APPLICANT, AND CONDITIONS, IF ANY IMPOSED BY THE PLANNING BOARD, AND ANY VARIATION FROM SUCH PLANS, PROPOSALS AND SUPPORTING DOCUMENTS AND REPRESENTATIONS ARE SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING BOARD.
 - MYLAIRS MUST BE SUBMITTED TO THE CITY WITHIN 30 DAYS OF PLANNING BOARD APPROVAL OR THE APPROVAL SHALL BE NULL AND VOID.
 - PRIOR TO THE PLANNING BOARD SIGNING THE MYLAIR, THE APPLICANT SHALL PAY THE COST OF THE REQUIRED NOTICE TO ADJUTERS AND ANY REQUIRED ADJUSTMENTS FEES.
 - PURSUANT TO WESTBROOK LAW, THERE SHALL BE NO USE OF PATIARNS ON WESTBROOK PROPERTY, THIS IS REFLECTED IN THE DECLARATION OF COVENANTS GOVERNING USE OF THE PROPERTY.

- GORHAM CONDITIONS OF APPROVAL**
- THAT THIS APPROVAL IS DEPENDENT UPON, AND LIMITED TO, THE PROPOSALS AND PLANS CONTAINED IN THE APPLICATION AND SUPPORTING DOCUMENTS SUBMITTED BY THE APPLICANT AND THAT THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE TOWN OF GORHAM AND MAINE DEP, EXCEPT FOR THOSE PERMITS WHICH THE TOWN PLANNING BOARD MAY APPROVE.
 - THAT THE APPLICANT SHALL PROVIDE PROPERTY LINE INFORMATION AND SIZE INFORMATION OF AUTO-CAD FORMAT TO THE TOWN PLANNING BOARD.
 - THAT THE APPLICANT SHALL BE PROPERLY HARBORED WITH THE NUMBER BEING VISIBLE FROM THE STREET YEAR AROUND.
 - THAT A FIRE HYDRANT SHALL BE INSTALLED AT THE INTERSECTION OF LONGFELLOW ROAD AND WOODSPELL ROAD WITH FIRE HYDRANTS BEING PLACED EVERY THIRTIETH FEET FROM THE FIRST FIRE HYDRANT AT THE CORNER.
 - THAT THE FIRE HYDRANT AND WATER MAIN MUST BE INSTALLED AND IN SERVICE BEFORE RAINFALL PERMITS ARE ISSUED PER NFA FIRE PREVENTION CODE 11.
 - A) THAT WOODSPELL ROAD SHALL BE LIMITED TO LESS THAN 1,000 DEAD END LENGTH UNLESS ALL THE HOUSES LOCATED ON WOODSPELL ROAD ARE SPRINKLER SYSTEMS WITH THE RESPONSIBILITY OF THE TOWN OF GORHAM SPRINKLER DEPARTMENT.
 - THAT WOODSPELL ROAD SHALL BE 23 FEET IN WIDTH FROM CURB TO CURB AND THE APPLICANT SHALL SUBMIT A FINISH PLAN AND MYLAIR SHOWING THIS WIDTH.
 - THE STREET NAME SHALL BE APPROVED BY THE POLICE AND FIRE CHIEFS.
 - THE SHEETS SHALL BE PROPERLY NAMED AND BOUND WITH THE APPROVED STREET NAME AND STREET SIDES SHALL BE PLACED AS SHOWN ON THE PLANS AND CONSTRUCTION.
 - THAT THE APPLICANT SHALL ESTABLISH AN INSPECTION RECORD USING THE APPROVAL OF THE TOWN ENGINEER.
 - THAT THE APPLICANT SHALL HAVE A PRE-CONSTRUCTION MEETING WITH TOWN STAFF, THE TOWN INSPECTOR, DESIGN ENGINEER, AND CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
 - THAT THE APPLICANT IS RESPONSIBLE FOR RECORDING THE APPROVED LONGFELLOW WOODS SUBDIVISION ASSOCIATION DOCUMENTS WITHIN 30 DAYS OF THE DATE OF APPROVAL OF THE SUBDIVISION BY THE PLANNING BOARD AND A RECORDED COPY OF THE SUBDIVISION ASSOCIATION DOCUMENTS SHALL BE RETURNED TO THE PLANNING DEPARTMENT PRIOR TO A PRE-CONSTRUCTION MEETING BEING HELD.
 - THAT PRIOR TO THE START OF CONSTRUCTION A PROFESSIONAL AND LICENSED SURVEYOR SHALL PLACE THE TOWN LIMITED GUARANTEE BOUNDARIES AND THE 75' STREAM BUFFERS.
 - THAT CONSTRUCTION TRAFFIC IS PROHIBITED FROM TRAVELING OVER LONGFELLOW ROAD BEYOND THE TOWN LINE.
 - THAT PRIOR TO THE PLANNING BOARD'S ENDORSEMENT OF THE FINAL PLAN THE APPLICANT SHALL PROVIDE TOWN STAFF A COPY OF THE MAINE DEP PERMIT APPROVAL.
 - THAT DURING THE CONSTRUCTION OF LONGFELLOW WOODS SUBDIVISION THE DEVELOPER IS RESPONSIBLE FOR PREVENTING DAMAGE TO EXISTING UTILITIES AND PREVENTING FLOODING FOR LONGFELLOW ROAD AND WOODSPELL ROAD USING THE REQUIREMENTS OF THE PUBLIC WORKS DEPARTMENT.
 - THAT AT SUBSTANTIAL COMPLETION OF THE PROJECT, DESIGN AS SIDE WALK-OUT, LONGFELLOW ROAD SHALL BE GRADED WITH 8% SLOPE AND ASPHALT TOPPED WITH 1.5" RICH OVERLAY OF THE SALK MATERIAL FROM THE SUBDIVISION PROPERTY CORNER BEYOND THE ROAD INTERSECTION TO THE TOWN LINE APPROXIMATELY 1,000 FEET BEYOND THE APPROVAL OF THE PUBLIC WORKS DEPARTMENT.
 - THAT THE PERFORMANCE GUARANTEE FOR THE PROJECT SHALL INCLUDE THE OFF-SITE IMPROVEMENTS TO LONGFELLOW ROAD AS OUTLINED IN THE PUBLIC WORKS DEPARTMENT'S 30-14 MEMO TO THE TOWN PLANNING BOARD.
 - THAT THE PLANNING BOARD CHAIRMAN IS AUTHORIZED BY THE PLANNING BOARD TO SIGN THE RECORDS OF FACT ON BEHALF OF THE ENTIRE BOARD.
 - THAT THE SUBDIVISION PLAN SHALL NOT BE RELEASED FOR RECORDING AT THE DANFORTH COUNTY REGISTER OF DEEDS UNTIL THE DESIGN PERFORMANCE GUARANTEE HAS BEEN FULLY RECEIVED AND THE APPROVAL OF TOWN STAFF, AND THE SUBDIVISION PLAN IS REQUIRED TO BE RECORDED WITHIN ONE YEAR OF ORIGINAL APPROVAL OR THE APPROVAL, RECORDS WILL AND VOID.
 - THAT DURING THE CONSTRUCTION OF LONGFELLOW WOODS SUBDIVISION THE DEVELOPER SHALL MAINTAIN A COPY OF THE RECORDS SUBDIVISION PLAN SHALL BE RETURNED TO THE TOWN PLANNING BOARD PRIOR TO A PRE-CONSTRUCTION MEETING BEING HELD.



- NOTES:**
- OWNER/APPLICANT: NORMAND BERUBE BUILDERS, INC. 1040 FORTLAND ROAD SACO, MAINE
 - ENGINEER: STEVEN J. BLAKE II, P.E. #11665 BH2M 28 STATE STREET GORHAM, MAINE
 - SURVEYOR: ROBERT C. LIBBY JR., PLS #2190 BH2M
 - WETLANDS & SITE EVALUATION: MARK HAMPTON, CSS #216, SE#263 MARK HAMPTON ASSOCIATES PORTLAND, MAINE
 - DEED REFERENCE: BK. 31702, PG. 38
 - TAX MAP REFERENCE: MAP 11, LOT 22.001
 - ZONING: R-4H
 - PROJECT AREA: 21.835 AC. (3,784 AC. OPEN SPACE)
 - PROPOSED USE: 10 SINGLE FAMILY DEVELOPMENT
 - MINIMUM STANDARDS: LOT AREA: 50,000 S.F. FRONTAGE: 200' SETBACK (FRONT/SIDE/REAR): 30'/20'/20'
 - SEWER SERVICE: INDIVIDUAL ON SITE SEWAGE DISPOSAL
 - WATER SERVICE: PUBLIC WATER
 - ELECTRIC/TELEPHONE: UNDERGROUND
 - ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENTATION CONTROL BMP'S, LATEST REVISION.

- PLAN REFERENCE: A. STANDARD BOUNDARY SURVEY PLAN OF PROPERTY, 101 LONGFELLOW ROAD, GORHAM, MAINE FOR BETSY WILHELMSEN, DATED MAY 22, 2000, BY STEPHEN J. MARTIN, PLS.
- BASIS OF BEARING: BEARINGS OF NORTH ORIENTATION SHOWN ARE MAGNETIC NORTH AS OBSERVED IN 2000 AND ARE BASED UPON PLAN REF. 15A.
- SITE BENCHMARK: SURVEY CONTROL POINT #2, PK NAIL SET AT THE CORNER OF LONGFELLOW ROAD & LOWELL STREET, ELEV. = 70.07' (USGS)
- WETLAND IMPACTS: WETLAND IMPACT #1 = 3,283 S.F. WETLAND IMPACT #2 = 1,179 S.F. WETLAND IMPACT #3 = 2,828 S.F. TOTAL = 7,090 S.F.
- THE NAME OF THE STREET SHALL BE APPROVED BY THE POLICE AND FIRE CHIEFS. STREET SIGN SHALL BE IN PLACE WHEN ROAD IS CONSTRUCTED.
- ALL HOUSES TO BE PROPERLY NUMBERED AND NUMBERS BE VISIBLE FROM THE STREET YEAR AROUND.
- OPEN SPACE SHALL NOT BE USED FOR FUTURE BUILDING LOTS. A PART OR ALL OF THE COMMON OPEN SPACE MAY, AT THE OPTION OF THE TOWN, BE DEDICATED FOR ACCEPTANCE BY THE TOWN FOR OPERATION AS A MUNICIPAL RECREATION FACILITY.
- PROPOSED ROAD HAS BEEN DESIGNED TO THE TOWN OF GORHAM RURAL ACCESS ROAD STANDARD. PROPOSED ROAD SHALL BE A PRIVATE WAY UNTIL SUCH TIME, IF EVER, IT IS ACCEPTED BY THE TOWN OF GORHAM. ALL MAINTENANCE, INCLUDING BUT NOT LIMITED TO REPAIR, SNOW REMOVAL, SANDING AND MAINTENANCE OF DRAINAGE FACILITIES AND SIMILAR SERVICES SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND/OR HOMEOWNERS ASSOCIATION UNTIL SUCH TIME THAT THEY ARE ACCEPTED BY THE TOWN. ALL MAINTENANCE AND SIMILAR SERVICES OF STORMWATER DRAINAGE FACILITIES NOT LOCATED IN THE WOODSPELL ROAD R.O.W. SHALL REMAIN THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- PRIOR TO ISSUANCE OF THE FINAL OCCUPANCY PERMIT THE DEVELOPER MUST SUBMIT AN ACCURATE FINAL SET OF AS BUILT RECORD DRAWINGS STAMPED BY THE APPLICANT'S ENGINEER.

- THERE SHALL BE NO FURTHER SUBDIVISION OF THIS LAND, NOR BUILDINGS CONSTRUCTED UPON WITHOUT FURTHER PLANNING BOARD APPROVAL AND WHICH WOULD CAUSE THE NET RESIDENTIAL DENSITY TO EXCEED THE DENSITY PERMITTED IN THE RURAL DISTRICT.
- WAINERS: ACCESS TO ADJUTING UNDEVELOPED LAND + NITRATE STUDY
- ALL DRIVEWAY LOCATIONS SHALL BE LOCATED ALONG WOODSPELL ROAD.
- DRIVEWAY APRONS ARE REQUIRED TO HAVE 4" BITUMINOUS CONCRETE. THE PAVED APRON WILL EXTEND FROM THE EDGE OF THE EXISTING ROADWAY EDGE TO THE LIMIT OF THE PUBLIC RIGHT OF WAY. PAVED APRONS WILL BE A MINIMUM OF 12 FEET IN WIDTH HAVING FIVE FOOT RADIUS, MINIMUM.
- REFER TO HOMEOWNERS ASSOCIATION DOCUMENTS FOR DEED RESTRICTION LANGUAGE. INSPECTIONS BY A PROFESSIONAL ENGINEER WILL CONSIST OF A VISIT TO THE SITE PRIOR TO CONSTRUCTION TO ESTABLISH THE APPROPRIATE LOCATION OF BUFFERS THAT NEED TO BE RETAINED AND UNDISTURBED. GENERAL FOREST USE MEANS THAT THE LAND MUST BE MAINTAINED WITH A FOREST COVER AND UNDISTURBED SOIL, DUFF LAYER GROUND COVER VEGETATION, AND UNDERSTORY VEGETATION. TIMBER MAY BE HARVESTED ON A SELECT BASIS PROVIDED THAT NO MORE THAN 40% OF THE VOLUME IS HARVESTED WITHIN ANY 10 YEAR PERIOD.
- NO DISTURBANCE WITHIN THE 75' STREAM SETBACK SHOWN ON LOT 1, 3, 10 & OPEN SPACE HAS BEEN PERMITTED OTHER THAN THE DRIVEWAY FOR LOT 1 AND THE OUTFALLS FOR THE WETPOND. ANY DISTURBANCE WITHIN THE 75 FT SETBACK WILL NEED TO BE APPROVED BY BOTH THE TOWN OF GORHAM AND THE STATE OF MAINE.
- THE PROJECT IS SUBJECT TO THE CONDITIONS OF APPROVAL ISSUED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FOLLOWING PERMITS: STORMWATER MANAGEMENT LAW PERMIT # L-25586-NJ-A-N NATURAL RESOURCES PROTECTION ACT PERMIT # L-25586-TB-B-N
- 10' DRAINAGE AND UTILITY EASEMENT PROVIDED FOR TOWN OF GORHAM AND CMP FOR DRAINAGE MAINTENANCE & TRANSFORMER ACCESS.

GORHAM NET RESIDENTIAL DENSITY CALCULATIONS

TOTAL PARCEL AREA (GORHAM)	933,329 S.F.
1 15X TOTAL ACRES	139,999 S.F.
2 ISOLATED LAND	0 S.F.
3 100 YEAR FLOOD ZONE	0 S.F.
4 WETLANDS	141,226 S.F.
5 EASEMENTS	2,654 S.F.
6 STREAM CHANNEL	0 S.F.
7 SUSTAINED SLOPES	22,073 S.F.
8 BORROW PIT	15,102 S.F.
9 VERY POORLY DRAINED SOILS	0 S.F.
10 POORLY DRAINED SOILS	0 S.F.
11 OTHER AREAS	0 S.F.
NET AREA	613,992 S.F.

SPACE STANDARD FOR RURAL ZONE

MINIMUM DENSITY - 50,000 S.F./LOT
NET RESIDENTIAL DENSITY: 613,992 S.F. = 10.23 LOTS
NET RESIDENTIAL DENSITY: 60,000 S.F.

TAX MAP AND STREET ADDRESS

SUBD. LOT #	MAP BLOCK	LOT STREET #	STREET NAME	
1	11	22	101	WOODSPELL RD.
2	11	22	102	WOODSPELL RD.
3	11	22	103	WOODSPELL RD.
4	11	22	104	WOODSPELL RD.
5	11	22	105	WOODSPELL RD.
6	11	22	106	WOODSPELL RD.
7	11	22	107	WOODSPELL RD.
8	11	22	108	WOODSPELL RD.
9	11	22	109	WOODSPELL RD.
10	11	22	110	WOODSPELL RD.

SHEET INDEX

1. FINAL SUBDIVISION PLAN
2. STANDARD BOUNDARY SURVEY
3. NET RESIDENTIAL DENSITY CALCULATIONS
4. ROADWAY PROFILE (sta. 0+00 TO 7+50)
5. ROADWAY PROFILE (sta. 7+50 TO 15+00)
6. WET POND PLAN
7. DETAILS A
8. DETAILS B
9. DETAILS C

- LEGEND**
- GRANITE MONUMENT TO BE SET
 - #3 IRON ROD "LIMITED DISTURBANCE BUFFER"
 - 5/8" IRON ROD W/ CAP TO BE SET
 - IRON PIPE/ROD FOUND
 - UTILITY POLE
 - TEST PIT LOCATION
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - WETLANDS
 - PROPERTY LINE
 - EDGE OF PAVEMENT
 - ABOVE GROUND
 - NOW OR FORMERLY
 - TREELINE
 - STREAM
 - EASEMENT
 - SETBACK

LINE/CURVE DATA

L1 - S83°08'15"W 30.00'
L2 - S06°51'45"E 50.00'
L3 - N83°08'15"E 30.00'
L4 - S06°51'45"E 30.00'
C1 - R=20.00', L=31.42'
C2 - R=20.00', L=31.42'
C3 - R=20.00', L=31.42'
C4 - R=20.00', L=31.42'

I CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS TECHNICAL STANDARDS OF PRACTICE FOR A STANDARD BOUNDARY SURVEY WITH THE FOLLOWING EXCEPTIONS:



ROBERT C. LIBBY JR. PLS #2190

ALL MONUMENTATION FOR THE RIGHT OF WAY OF WOODSPELL ROAD AND FOR ALL LOTS 1 TO 10 HAVE BEEN SET.

RECORD DRAWING

REVISION	NO.	DATE	DESCRIPTION
	1	9/22/16	Record Drawing

BH2M

For: **Normand Berube Builders, Inc.**
1040 Fortland Road
Saco, Maine

By: **Herry, Haff, McDonald, Milligan Inc.**
Engineers, Surveyors

28 Stone Street
Corvallis, Maine 04908
Tel: (207) 838-2274
Fax: (207) 838-0550

FINAL SUBDIVISION PLAN

LONGFELLOW WOODS

LONGFELLOW ROAD
GORHAM, MAINE

DESIGNED	DATE
W. Thompson	June 2014
DRAWN	SCALE
Dept.	As Noted
CHECKED	JOB. NO.
R. Libby Jr.	13125
SHEET	
1	
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TAX MAP 11, LOT 22.001