



TOWN OF BRUNSWICK

PLANNING BOARD

28 FEDERAL STREET, BRUNSWICK, ME 04011-1583

**TOWN OF BRUNSWICK
PLANNING BOARD
AGENDA
BRUNSWICK STATION
16 STATION AVENUE, BRUNSWICK, ME
ROOM 217
Tuesday, July 10, 2012
7:00 P.M.**

1. **Case Number: 12-014, Crestview Subdivision Amendment:** The Board will review and take action on a **Sketch Plan** application submitted by John Gordon to create a three lot subdivision at 74 Crestview Lane (**Assessor's Map 27 Lot 27**) in the **Coastal Protection 1 (CP1) Zoning District**.
2. Minutes
3. Other Business

It is the practice of the Planning Board to allow public comment on development review applications and all are invited to attend and participate.

Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. Individuals needing auxiliary aids for effective communications please call 725-6659 or TDD 725-5521. This meeting will be televised.

MEMO

To: Planning Board
From: Kris Hultgren, Town Planner
Date: July 6, 2012
Subject: Planning Board Meeting: July 10, 2012

This memo provides information about the agenda in advance of the Board's July 10, 2012 meeting.

Case Number: 12-014, Crestview Subdivision Amendment: The Board will review and take action on a **Sketch Plan** application submitted by John Gordon to create a three lot subdivision at 74 Crestview Lane (**Assessor's Map 27 Lot 27**) in the **Coastal Protection 1 (CP1) Zoning District**.

The Planning Board will review a sketch plan application for a three-lot subdivision submitted by John Gordon. Mr. Gordon seeks permission to amend the previously approved Crestview Subdivision (96-063) by dividing a 7.39 acre lot at 74 Crestview Lane into three lots. Crestview is an Open Space Subdivision with 53.52 acres of land permanently protected by conservation easement. The lot under consideration is subject to the density requirements of the Open Space Subdivision Ordinance (Section 308). The lot is also entirely encumbered by the Rural Brunswick Smart Growth Overlay District (RBSG) and subject to additional restrictions (Section 217).

In 1996, the Planning Board approved the Crestview Subdivision for ten lots (at the time it was called Burgess Subdivision). The dimensional standards for the parcels were reduced because the applicant applied open space ordinance standards and permanently protected an appropriate amount of land in the Coastal Protection 1 Zone (CP1). Based on the amount of land protected, and the density calculation used in CP1, a maximum of 22 units are allowed in the subdivision. There are ten housing units now and the application would add two more units if approved. The sketch plan, as proposed, meets the density standard.

The applicant's parcel is subject to RBSG because it is within a wildlife corridor. The ordinance requires Mr. Gordon mitigate disturbed land on each parcel by permanently protecting an amount of land determined by the RBSG table in Section 217.4 of the Zoning Ordinance. The sketch plan proposes disturbance of about 50% for each parcel. The RBSG requires Mr. Gordon mitigate the disturbed land at a one-to-one ratio meaning he must protect at least as much land as he disturbs. Mr. Gordon shows the disturbed and mitigated land on his sketch plan and the proposal meets the standards of RBSG.

As Board members review the attached packet, you will see submissions from abutter John Sperzel raising concerns about the application. One in particular refers to covenants restricting the lot under consideration. When the subject lot was created in 1994, a

covenant precluded further subdivision of the lot (covenant #6) with another noting that all covenants last for 20 years (covenant #7). These two covenants were expunged from the applicant's deed in 2011. Mr. Sperzel questions this action. Planning staff consulted the town attorney about the process to remove covenants 6 and 7 and was told the creator of the lot and the covenants, Don Burgess, has the right to remove them which he did by signing a Release of Covenant document. This action did not affect the other lots in the Crestview Subdivision because the subject lot was created in 1994, prior to the other lots in the subdivision. In 1996, the subject lot was included in the Crestview Subdivision. Mr. Burgess may release covenants for only the parcel at 74 Crestview without impacting the other lots in the subdivision because it was created two years before the Crestview Subdivision was approved.

Another issue raised by Mr. Sperzel concerns the driveway location proposed for parcel 1-A on the sketch plan. He prefers a different location, about 45 feet to the north. The applicant must obtain a Driveway Entrance Permit from the Department of Public Works detailing appropriate entrances. Director John Foster discussed the permit with the applicant at the Staff Review Committee meeting on June 25. His associate, Jim Higgins, visited the site multiple times. The permit application is still under review by the department. Please see the attached Staff Review Committee notes for more information.

The Conservation Commission reviewed the subdivision on June 13. A draft copy of the meeting minutes is attached.

Staff finds the sketch plan application is complete.

Staff finds the sketch plan meets the technical requirements of a sketch plan application.

Draft Motion 1: The Planning Board finds the sketch plan application complete.

Draft Motion 2: The Planning Board approves the sketch plan as proposed.

If the Board approves the sketch plan, staff will schedule the final plan review once we receive an application.

Minutes

There are two sets of minutes to review and they are attached.

Thank you and please contact the Planning & Development Department with questions.
725-6660 x222 khultgren@brunswickme.org

**BRUNSWICK CONSERVATION COMMISSION
JUNE 13, 2012**

Please turn on your microphones when you speak.

MEMBERS PRESENT: Chairman Kurt Stinson, Amanda Bunker, Jason Coombs (left at 5:06pm), Reg Elwell, and John Kanwit

STAFF PRESENT: Anna Breinich, Jeff Hutchinson (arrived at 5:06pm)

A meeting of the Brunswick Conservation Commission was held on Wednesday, June 13, 2012 at Brunswick Station, Suite 202. Chairman Kurt Stinson called the meeting to order at 4:30 p.m.

1. Approval of Minutes: May 9, 2012

**MOTION BY JOHN KANWIT TO APPROVE THE MINUTES OF MAY 9, 2012.
SECONDED BY REG ELWELL, APPROVED UNANIMOUSLY.**

2. Conservation Commission Activities

- Brunswick Landing
 - RTOS Management Plan Stakeholders Advisory Group Update (Kurt Stinson/Anna Breinich): Kurt Stinson stated that at the last meeting in May, the group talked mainly about trails and noted that there is an effort to decide if there is going to be a trails system that will go around the entire property; this includes more than just the conveyance area. Kurt stated that some of the spaces in the northwest corner may be conveyed earlier; as they come through they will be added to the management plan. Anna Breinich introduced the Bowdoin Fellow, Connor Handy, to the Commission. Anna stated that Connor will be assisting the stakeholder group extensively in particular the trail layout group. Kurt stated that in reference to outreach, the Conservation Commission will have some involvement and there will be discussion at forthcoming meetings. The next recreational trails subcommittee meeting is Thursday, June 21, 2012.
 - Conveyance update (Denise): Postponed to next business meeting.
 - 66 acre site walk with Recreation Commission: Wednesday, June 20th at 5:00pm-please see email for directions.
- **Development Review**
 - 3-lot subdivision of Lot 1, Crestview Estates, in Rural Brunswick Smart Growth Overlay (Kris Hultgren): Kris Hultgren stated that the Conservation Commission has been asked to look over this subdivision as it is in a rural area and because of the open space component as well as the Rural Brunswick Smart Growth (RBSG) Overlay District. Kris reviewed

the Crestview subdivision and noted that the Commission currently monitors some of the easements in Crestview. The lot to be split is 7.39 acres, Map 27 Lot 27, and is proposed to be split into 3 (three) lots; Kris reviewed the Open Space and density allowance for this proposal. Kris reviewed the RBSG Blocks and the RBSG Corridor calculations as well as the areas proposed to be disturbed. Kris stated that at the Planning Board meeting set for Tuesday, July 10, 2012, Planning staff will be recommending that the Sketch Plan be approved as it meets the density requirements for rural space as well as the RBSG Overlay District with the calculations the applicant has provided based on the disturbed area and the land set aside. Anna Breinich referenced the exempt activities which include forest management and activities.

MOTION BY JOHN KANWIT THAT THE PLANNING BOARD FIND THIS PLAN ACCEPTABLE. SECONDED BY AMANDA BUNKER, APPROVED UNANIMOUSLY.

- **Natural Resource Stewardship**
 - Review and Approve of Easement Monitoring Reports (Jeff Hutchinson)
 - Two Echo: Kurt Stinson stated that this report was handed out at the previous meeting of May 9th and stated that Jeff Hutchinson has noted that this was a model easement.

MOTION BY REG ELWELL TO APPROVE THE TWO ECHO EASEMENT MONITORING REPORT. SECONDED BY AMANDA BUNKER, APPROVED UNANIMOUSLY.

- **Natural Resource Inventory and Planning** (*to be discussed in workshop*)
 - Schedule Town-owned open space survey plans for Parks & Recreation properties (Amanda Mahaffey)
 - 2002 From the River to the Bay, 10 years later (Kurt Stinson)
 - Distribute updated action items
- **Public Education**
 - Brief on IF&W grant for Adams Road signage (Anna Breinich): Anna Breinich referenced a paragraph description titled Northern Bay and Casco Bay Interpretative Signage Program in the materials provided to the Commission and stated that this was awarded funding to IF&W in the past month. She reviewed what is currently being proposed and stated that this is just the beginning; as it moves forward, there will be review and comment by the Commission members.

▪ **Subcommittee Updates**

- **Outreach:** Reg Elwell asked about medallions; Anna Breinich stated that they will be ordered shortly. Reg stated that the next step will be to decide what trails need to be marked. Anna discussed the difference in the two medallions that the Commission uses. Amanda Bunker stated that she had met with Angela Twitchel from Brunswick Topsham Land Trust and will be attending the BTLT meetings to keep communication open.
- **Signage:** Please see Public Education.
- **Public Relations:** No update at this time.

3. Other Business

- 2011 Commission Annual Report on Accomplishments (Amanda Bunker/Kurt Stinson): Kurt Stinson and Amanda Bunker reviewed the 2011 Commission Annual Report on Accomplishments handout.

MOTION BY JOHN KANWIT TO APPROVE THE 2011 COMMISSION ANNUAL REPORT ON ACCOMPLISHMENTS. SECONDED BY AMANDA BUNKER, APPROVED UNANIMOUSLY.

- Next business meeting July 11, 2012
- Member of the public asked the status of the Open Space Report; Anna Breinich reviewed the process and what still needs to be accomplished. Reg Elwell stated that this report needs to be completed and suggested establishing a date for completion or submitting the document as is. It was decided that Commission members would assist with completion and Anna would follow-up with Steve Walker.

4. Adjourn into workshop (Natural Resource Inventory and Planning)

The meeting portion was adjourned at 5:32.

Attest:

Tonya Jenusaitis
Recording Secretary



TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
28 FEDERAL STREET
BRUNSWICK, ME 04011

ANNA M. BREINICH, AICP
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660
FAX: 207-725-6663

STAFF REVIEW COMMITTEE

Meeting Notes

6/25/12

1. **Case Number: 12-014, Crestview Subdivision Amendment:** The Committee will review and comment on a **Sketch Plan** application submitted by John Gordon to create a three lot subdivision at 74 Crestview Lane (**Assessor's Map 27 Lot 27**) in the **Coastal Protection 1 (CP1) Zoning District**.

Staff Present: John Foster (Public Works), Jeff Hutchinson (Codes Enforcement Office), Jeff Emerson (Fire Department), Cathy Donovan (Assessing), Anna Breinich (Planning Department), Kris Hultgren (Planning Department).

Applicant: John Gordon, Jim Hopkinson, Malcolm McConnell

Public: John Sperzel, Pem Schaeffer, Kerry Champagne,

John Gordon presents the three-lot subdivision application to the committee.

Kris Hultgren provides additional information about the project by addressing the density of the open-space subdivision and the deed covenants. The project meets the density requirements of the Open-Space Subdivision Ordinance. The Ordinance allows a reduction of the dimensional requirements of the underlying zoning district (CP1) if enough open space is set aside. Based on the amount of open space protected when the subdivision was approved in 1996, the subdivision may contain 22 units. The two new lots proposed by Mr. Gordon would be the 11th and 12th units. The deed covenants for this property once contained a restriction precluding subdivision for 20 years after the creation of the lot. The lot was created in 1994. If the covenant remained, Mr. Gordon could not subdivide until 2014. This covenant was removed by the creator of the lot, Mr. Burgess. The application contains a release of covenant document signed by Mr. Burgess. Town staff reviewed this action with the Town Attorney who concluded that the action is permissible because Mr. Burgess created the lot and the covenants.

John Foster notes the applicant's need to obtain a Driveway Entrance Permit from the Department of Public Works (DPW) for the two new lots. He informed the committee that his associate, Jim Higgins, visited the site and spoke with the applicant about appropriate driveway locations. The driveway location for the middle parcel remains under review by the DPW because the curve in Crestview Lane causes obstructed sight views when exiting the lot. Part of determining the



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appropriate driveway location depends on the speed limit for the road. This is unknown. Captain Mark Walz requested Maine Department of Transportation set a speed limit for Crestview Lane.

John Foster told the applicant that a solid waste impact fee of \$258.56 will be assessed for each new lot.

Jeff Hutchinson asks the applicant about the 50' setback for each lot. The applicant notes these setbacks were established when the subdivision was approved in 1996 and will be maintained.

Jeff Emerson does not comment.

Cathy Donovan does not comment.

Anna Breinich does not comment.

The committee takes public comment. Pem Schaeffer asks about the disturbance boundaries delineated on the plan for each lot. Kris Hultgren explains that these lines depict acceptable areas for structure locations and other ground disturbance based on the lots location within a wildlife corridor and the town's Rural Brunswick Smart Growth Overlay District. For this application, the Overlay requires a one to one mitigation meaning the amount of disturbed land must be matched by at least the same amount of permanently protected land. This one to one mitigation ratio determined using the amount of the lot within the Overlay District (100%) and the amount of each lot proposed for disturbance (approximately 50%). See Section 217 of the Zoning Ordinance for more information.

Kris Hultgren reviews the schedule with the applicant and notes the Planning Board is scheduled to see a sketch plan on July 10.

John K. Gordon
74 Crestview Lane
Brunswick, ME 04011
April 26, 2012

Kurt Hultgren
Dept. of Planning and Development
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

Dear Mr. Hultgren,

Attached is the *Major Development Review Final Application* for 74 Crestview Lane, Map 27, Lot 27. It requests a division of the 7.39 acre parcel into three 2+ acre lots. The area of the lots in the proposed subdivision will be approximately the same square footage as the majority of the parcels in the original subdivision.

The packet includes the completed check list, requested supporting documents - quit claim deed, restrictive covenants and survey of boundaries.

We request this application be acted upon by the Planning Board at their May 22nd meeting, or sooner. If there is any question on the submitted documents, please contact me at 207-841-6402.

Sincerely,

John K. Gordon, Applicant

Attachments

**MAJOR DEVELOPMENT REVIEW
FINAL APPLICATION**

1. Project Name: 74 Crestview Lane Subdivide

2. Project Applicant
Name: John K. Gordon
Address: 74 Crestview Lane, Brunswick, ME 04011
Phone Number: 207-841-6402

3. Authorized Representative:
Name: _____
Address: _____
Phone Number: _____

4. List of Design Consultants. Indicate the registration number, address and phone number
Of any engineer, surveyor, architect, landscape architect or planner used:
 1. Ken Cotton Assoc. – Lic. Site Evaluator #172 - Bailey Rd., Bristol, ME 04539, 207-677-2700. *CALL**
 2. McConnell & Assoc. –PLS# 1323 – 342 Foye Rd., Wiscasset, ME 04578, 207-882-9183 / *350-0617*
 3. *JIM HOPKINSON - 207-772-5845*

5. Physical location of property being affected: 74 Crestview La. Brunswick, ME 04011

6. Lot Size: 7.39 (+-) Acres

7. Zoning District: Coastal Protection Zone

8. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application? Owner of property to be subdivided. Do not own abutting property.

9. Assessor's Tax Map 27 Lot Number 27 of subject property.

10. Brief description of proposed :Subdivide into 3 lots

11. Describe specific physical improvements to be done: 2 future home sites including septic design

Owner Signature: _____

Applicant Signature (if different): _____

Required Attachments (by Applicant):

- Final Plan Check List
- Final Plan Requirement Open Space Developments (if applicable)
- Request for Waivers (if applicabe)

FINAL PLAN REQUIREMENTS

Key: "O" = omit; "S"=submit; "NA"=not applicable; "W" = waiver P=pending

Item	O	S	NA	W	P	Comments
✓ Name of Development		✓				
✓ Scale, date, north point, area, number of lots (if subdivision)		✓				
✓ Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed.		✓				
✓ Certification by a professional land surveyor that the land has been surveyed and the boundaries established in accordance with the State of Maine Board of Licensure for Professional Surveyors standards for Category 1 (Standard Boundary Survey), conditions 1, 2, or 3.		✓				
X Existing zoning district and overlay designation.		✓				Not showing RBSG overlay
✓ Names of engineer and surveyor; and professional registration numbers of those who prepared the plan.		✓				
✓ Names of current owner(s) of subject parcel and abutting parcels.		✓				
✓ Name, location, width of paving and rights-of-way, profile, cross-section dimensions, curve radii of existing and proposed streets; profiles of center-lines of proposed streets, at a horizontal scale of 1" equals 50' and vertical scale of 1 inch equals 5 feet, with all elevations referred to in U.S.G.S. datum.			X			
✓ A general road plan noting circulation, direction, traffic control devices, street lighting and type of lighting proposed.			X			
X Existing and proposed easements associated with the development.			X			Conservation easement deeds
✓ Kind, location, profile and cross-section of all proposed drainage facilities, both within the development and outside of it, and a storm-water management plan which includes the submission requirements listed in the storm-water management checklist available in the Planning Department.				X		
✓ Location of features, natural and artificial, such as water bodies, wetlands, streams, vegetation, railroads, ditches and buildings.		✓				

✓	Location of existing and proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of any private wells.		✓			
✓	Existing and proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability.		✓			
✓	Topography with counter intervals of not more than 2 feet.		✓			5 and 10
✓	A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.			X		
✓	Location of all existing trees over 10 inches in diameter, locations of tree stands, and a plan showing all trees to be removed as a result of the development proposal.				X	
✓	Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site.			X		
✓	Existing locations and proposed locations, widths and profiles of sidewalks.			X		
✓	Location map.		✓			
✓	Approximate locations and dimensions of proposed parking areas.			X		
✓	Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation.					no additional con. lands
✓	Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization.				X	
✓	Reference to special conditions stipulated by the Planning Board, with conditions either set forth in full or on the plan or identified as specific documents filed with the Board.			X		
✓	A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the US Army Corps of Engineers.				X	
X	Dedicated public open spaces, areas protected by conservation easements, and existing and proposed open spaces or recreation areas.		✓			Do not show parcel 1 or 3

OPEN SPACE
IMPACT
FEE

no additional con. lands

✓	An erosion and sedimentation control checklist prepared by the Cumberland County Soil and Water Conservation District.			X		
✓	A statement from the Brunswick-Topsham Water District of conditions under which water will be provided.			X		
✓	A statement from the Brunswick-Topsham Water District of its review and comments on the proposed use if the project involves development within the Aquifer Protection Zone.			X		
✓	A Statement from the Fire Chief recommending the number, size, and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken.					✓
✓	A statement from the Superintendent of the Brunswick Sewer District of the conditions under which the Sewer District will provide sewerage disposal service and approval of the sanitary sewers proposed within the development.			X		
✓	Where a septic system is to be used, evidence of soil suitability.		✓			
✓	All applicable materials necessary for the reviewing entity to review the proposal in accordance with the Criteria of Section 411.					✓
✓	A plan of all buildings with new construction or expansion of an existing facility, including type, size, and footprint, floor layout, setback, elevation of first floor slab, storage, and loading areas.			X		
✓	An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, and signage.			X		
✓	A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems.			X		
✓	The size and proposed location of water supply and sewage disposal systems.		✓			
✓	A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, location and purpose and type of vegetation.			X		

✓	For Open Space Development, a note indicating the total permitted lot count of the entire land tract based upon the <u>density</u> standards in this Ordinance, the number of lots created by the Plan, and the numebr of lots permitted to be subdivided in the future, as well as a table showing setback requirements and impervious surface coverage limits for each lot.			X		
✓	Building envelops showing acceptable locations for principal and accessory structures.			X		

FINAL PLAN/SUPPORTING DOCUMENTS

Key: "O" = omit; "S"=submit; "NA"=not applicable; "W" = waiver P=pending

Item	O	S	NA	W	P	Comments
✓ Documentation of Ownership or contract.		✓				
X Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners association declarations and by-laws, and such other agreements or documents as are necessary to show the manner in which conservation land will be owned, maintained, and protected.		✓				conservation easement language
✓ Draft performance guarantee or conditional agreement.					✓	?
✓ Disclosure of any required permits from the Department of Environmental Protection, Marine Resources, US Army Corps of Engineers, Department of Inland Fisheries and Wildlife, or other agencies, as applicable; or, if a permit has already been granted, a copy of that permit.			X			
✓ Any additional studies required by the Planning Baord, which are deemed necessary in accordance with this Ordiancne.					✓	
✓ Storm water management program for the propped project prepared by a professional engineer.			X			
✓ A storm water management checklist prepared by the Cumebrland County Soil and Water Conservation District made availabel at the Brunswick Department of Planning and Development.			X			

John Gordon Crest View Estates AREA SUMMERY and DENSITY calculations

AREA OF DEVELOPMENT (Plan bk 197, pg. 116)

Lots 1-10 (1997)-	42.86 ac
Road (Crest View Lane)-	03.27 ac
Road (Granite Way addition)	00.08 ac
<u>Conservation Easements</u>	<u>53.52 ac</u>
TOTAL AREA	99.73 ac (ORIGINAL PARCEL)

Total PARCEL area from Plan bk 197, pg 116	106.35 ac
Burgess REMAINING LAND – HOMESTEAD LOT	15.89 ac Not w/ easement

AREA ENCUMBERED with CONSERVATION EASEMENT (bk. 11440, Pg. 29)

Parcel 1 (Gifford-Lot2)	09.80 ac
Parcel 1 (Burgess)	04.16 ac
Parcel 2 (Burgess)	25.21 ac
Parcel 2 (Burgess)	00.43 ac
<u>Parcel 3 (Burgess)</u>	<u>13.92 ac</u>
TOTAL EASEMENT	53.52 ac (OPEN SPACE)

Wetland (P.bk 208, pg. 323)-	07.50 ac
Road (Granite Way)-	00.51 ac (NOT PART OF ORIGINAL DEVELOPMENT)

Total Lot Area	99.73 ac
- minus Wetland 7.5- 0.9	-6.60 ac
<u>- minus Road (R.O.W)</u>	<u>-03.35 ac</u>
NET AREA	089.78 ac

NET DENSITY 89.78 ac / 4 ac per unit = 22 units

Ken Cotton & Associates

Licensed Site Evaluator & Land Use Consultant

338 Carl Bailey Road Bristol, Maine 04539

Telephone & Fax: 207-677-2700

April 11, 2012

John Gordon

P O Box 368

Woolwich, ME 04543

RE: Gordon Property, lots A & B, Crestview Lane, Brunswick, Maine.

Dear Mr. Gordon,

On April 9, 2012 I conducted a site evaluation for sewage disposal alternatives on the subject properties. Based on my evaluation I have determined that each of the lots has at least two sites that are suitable for sewage disposal for a single family dwelling, per the current State of Maine Subsurface Wastewater Disposal Rules.

Test pits were excavated in four areas all of which are suitable for sewage disposal system installation. The test pit locations were marked with blue flagging. The test pit profiles and GPS locations follow:

Lot A - Test Pit #1 (proposed north lot)

<u>inches</u>	<u>color</u>	<u>texture</u>
4 - 0	humus	(organic layer)
0 - 1	white/gray	sandy loam
1 - 6	brown	very fine sandy loam
6 - 12	reddish brown	very fine sandy loam
12 - 19	olive brown	very fine sandy loam
19 - 24	olive gray	very fine sandy loam

No mottling or other evidence of a seasonal high water table.

Restrictive layer at 12".

Bedrock or large rock at 24".

1 - AIII, D Soil Group & Condition

Large sewage disposal system required.

N43.53.00.4 W070.00.29.0 accuracy 20'

Lot A - Test Pit #2 (proposed north lot)

<u>inches</u>	<u>color</u>	<u>texture</u>
0 - 1	humus	(organic layer)
0 - 4	brown	very fine sandy loam
4 - 14	reddish brown	very fine sandy loam
14 - 16	olive gray	very fine sandy loam

No mottling or other evidence of a seasonal high water table.
 Restrictive layer at 14".
 Bedrock or large rock at 16".

1 - AIII, D Soil Group & Condition

Large sewage disposal system required.
 N43.52.01.1 W070.00.26.0 accuracy 24'

Lot B - Test Pit #1 (proposed south lot)

<u>inches</u>	<u>color</u>	<u>texture</u>
0 - 4	humus	(organic layer)
0 - 3	brown	very fine sandy loam
3 - 8	reddish brown	very fine sandy loam
8 - 14	yellowish brown	very fine sandy loam
14 - 19	olive gray	very fine sandy loam

No mottling or other evidence of a seasonal high water table.
 Restrictive layer at 14".
 Bedrock or large rock at 19".

1 - AIII, D Soil Group & Condition

Large sewage disposal system required.
 N43.52.59.8 W070.00.25.2 accuracy 21'

Lot B - Test Pit #2 (proposed south lot)

<u>inches</u>	<u>color</u>	<u>texture</u>
0 - 4	humus	(organic layer)
0 - 6	brown	very fine sandy loam
6 - 11	reddish brown	very fine sandy loam
11 +	olive gray	very fine sandy loam

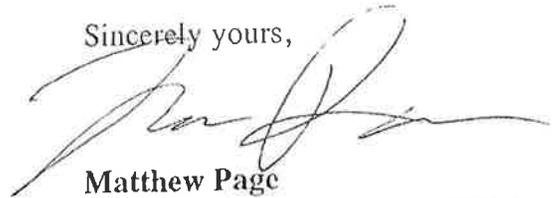
No mottling or other evidence of a seasonal high water table.
Restrictive layer at 11".

1 - D Soil Group & Condition

Large sewage disposal system required.
N43.52.58.7 W070.00.25.2 accuracy 21'

If you have any questions or comments concerning my findings or if you require any additional information please contact me.

Sincerely yours,



Matthew Page

Licensed Site Evaluator #394

H & A Hopkinson & Abbondanza ATTORNEYS

Please respond to our Portland office

- James A. Hopkinson
- Richard J. Abbondanza
- Michelle R. Santiago

January 4, 2011

Mr. and Mrs. J. Donald Burgess
55 Eldermarle Avenue
Tampa, FL 33606-3311

Re: Kerry Champagne

Dear Mr. and Mrs. Burgess:

I am working with Kerry Champagne concerning her property at Crestview Estates in Brunswick, Maine. I understand that you have maintained contact with Kerry over the years since you conveyed to her and her former husband, Peter D. Champagne, the 7.39 acre parcel that became Lot 1 in the Crestview Estates Subdivision. Kerry would like to have you agree to remove the restriction contained in her deed from you that prevents her from subdividing her property. I understand from Kerry that she has discussed this with you a number of times over the years and that you have been willing to do so. In order to accomplish this, I have prepared and enclose a Release of Restrictions for your review and, if you approve, your signatures.

Please review the enclosed Release of Restrictions and if it is acceptable to you, please sign the document and have your signatures witnessed in front of a Notary. After it has been signed, please return the original to me at my Portland address.

Thank you for your attention to this matter. I look forward to hearing from you if you have any questions.

Very truly,



James A. Hopkinson

JAH/mjm

jhopkinson@hablaw.com

Enclosure

G:\CLIENTS\G\Gordon, John K\Burgess.ltr.01042011.mjm.doc
✓ bcc: Mr. John Gordon

RELEASE OF RESTRICTION
Lot 1, Crestview Estates Subdivision
Plan Book 197, Page 116

THIS RELEASE OF RESTRICTION is given by **J. DONALD BURGESS and APRIL A. BURGESS**, of 55 Eldermarle Avenue, Tampa, Florida (hereinafter "Declarants"), to release a certain restriction encumbering Lot 1 as shown and depicted on the Plan of Crestview Estates, dated December 13, 1996 and revised March 24, 1997 and recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 116 (the "Plan") as follows:

WITNESSETH:

WHEREAS, Declarants conveyed Lot 1 as shown on the Plan to Peter D. Champagne and Kerry D. Champagne by deed dated June 3, 1994 and recorded in the Cumberland County Registry of Deeds in Book 1147, Page 281; and

WHEREAS, attached to the Deed were certain restrictive covenants; and

WHEREAS, Restrictive Covenant #6 stated that "The land conveyed herein shall not be further subdivided"; and

WHEREAS, Restrictive Covenant #7 contained an agreement to subject all remaining land of Burgess to the same covenant; and

WHEREAS, Declarants have conveyed certain other properties intended to be subjected to the same restrictive covenants without including the same or similar restriction regarding subdivision of land as contained in said Restrictive Covenant #6; and

WHEREAS, certain of such other parcels have since been subdivided into smaller parcels; and

WHEREAS, the current owners of said Lot 1 desire to further subdivide their property; and

WHEREAS, Declarants are willing to release said premises from the effect of the limitation on subdivision.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarants hereby proceed as follows:

1. Declarants hereby terminate and release, in favor of the current owner of said Lot 1 as shown on said Plan, from any and all effect of Restrictive Covenant #6 as contained in the deed given by Declarants to Peter D. Champagne, et al., dated June 3, 1994 and recorded in the Cumberland County Registry of Deeds in Book 1147, Page 281, it being the intention of Declarants that said Lot 1 may be subdivided without being deemed in violation of any applicable restrictive covenant.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

WITNESS

Gatherin Burgess

J. Donald Burgess
J. Donald Burgess

Gatherin Burgess

April A Burgess
April A. Burgess

STATE OF FLORIDA
County of Hillsborough, ss.

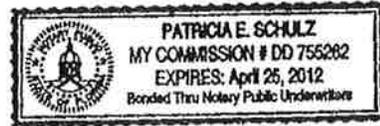
January _____, 2011

Then personally appeared the above-named J. Donald Burgess and April A. Burgess and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Patricia E. Schulz
Notary Public

G:\CLIENTS\G\Gordon.JohnK\Release.Restrictions.Lot1.doc



Received
Recorded Register of Deeds
Nov 08, 2011 01:51:40P
Cumberland County
Pamela E. Lovley

33909
Statutory Short Form
WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, J. DONALD BURGESS and APRIL A. BURGESS, of Brunswick, Cumberland County, State of Maine, in consideration of One Dollar and other valuable consideration, paid by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE, of Topsham, Sagadahoc County, State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE as joint tenants and not as tenants in common, their heirs and assigns forever, with

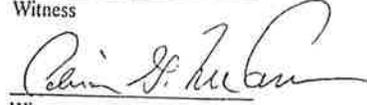
WARRANTY COVENANTS: the real estate described on Exhibit A, attached hereto and made a part hereof by reference.

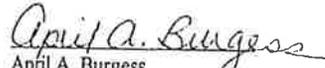
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

IN WITNESS WHEREOF, the said J. DONALD BURGESS and APRIL A. BURGESS have set their hands and seals on this 3rd day of June, 1994.


Witness


J. Donald Burgess


Witness


April A. Burgess

STATE OF MAINE
COUNTY OF CUMBERLAND

June 3, 1994

Personally appeared the above-named J. Donald Burgess and April A. Burgess, who acknowledged the foregoing instrument to be their free act and deed,

BEFORE ME,



Notary Public
Adrian G. McCarron

EXHIBIT A

A certain lot or parcel of land located in the Town of Brunswick, Cumberland County, and State of Maine, which lot is located Southerly of the Church Road, so called and is more particularly described as follows, to wit:

Beginning at an iron rod in the ground on the Southerly edge of a 50' right of way as shown on a standard boundary survey showing proposed easement location and proposed lot sale land of J. Donald Burgess and April A. Burgess, Granite Farm Road, Brunswick, Maine, June 8, 1993, which survey is to be recorded in the Cumberland County Registry of Deeds, which iron rod is eight hundred sixty-four and ninety-four one hundredths feet (864.94'), more or less from the intersection of the Southerly side 50' right of way and Granite Farm Road, so called; thence South 23 degrees 43' 36" West a distance of seven hundred twenty and fifty-six hundredths (720.56') feet to an iron rod set in the ground and other land of J. Donald Burgess and April A. Burgess; thence South 51 degrees 37' 12" East a distance of four hundred twenty feet (420') to an iron rod set and at the edge of the extension of the 50' right of way referred to above; thence in a Northeasterly direction, an arc and a Northwesterly direction and an arc along the edge of said 50' right of way a distance of one thousand one hundred sixty-one and thirty-seven one hundredths feet (1,161.37'), more or less to the point of beginning.

Also conveying a Right of Way for vehicles, pedestrians and all utilities normally associated with residential use, over the full extent of Granite Farm Road and the 50 foot Right of Way shown on the above referenced plan, from Church Road, so called, along Granite Farm Road and along the 50 foot Right of Way which runs along proposed Lots 1 and 2 as shown on said plan.

Meaning and intending to convey and hereby conveying 7.39 acres of land, be it the same more or less, along with the above described Right of Way. The herein described lot is a portion of those premises described in two certain deed to J. Donald Burgess and April A. Burgess, one dated January 16, 1984, and recorded in the Cumberland County Registry of Deeds at Book 6372, Page 280, and the other dated January 11, 1985, and recorded in said Registry at Book 6665, Page 128.

Also including an undivided 1/12 interest in common with the Grantor herein and others, in and to parcel two and parcel three of the Conservation Easement area as identified on a certain survey of the land of J. Donald Burgess and April A. Burgess by Brian Smith, which survey is to be recorded in the Cumberland County Registry of Deeds. The Grantees by their acceptance of this deed hereby acknowledge that the Grantor has reserved the right to create additional lots and that such additional lots as are created will each have conveyed with them an undivided interest in common in and to the said land identified as the Conservation Easement. This additional 1/12 interest may not be further divided by the Grantees herein; nor may it be sold or otherwise disposed of or transferred except that it may be included in any transfer made to a financial institution, bank or other mortgage holder, or the interest maybe transferred to a municipality, or other public or non profit institution.

*RESTRICTIVE COVENANTS
LAND OF DONALD AND APRIL BURGESS*

The above described lot is conveyed subject to the following covenants and restrictions which shall run with and bind the title to the land herein conveyed.

1. The land conveyed hereby shall be used only for single family residential purposes. An additional apartment within the residential structure may be constructed to be occupied by a member of the primary residents immediate family, in the manner commonly known as an "in-law" apartment. No trailers, mobile homes or other temporary structures shall be placed or maintained on said land and used for residential occupancy. Any such trailer, mobile home or other temporary structure may not be hooked up to a water well or a septic system, and only may be stored, on a temporary basis, on such land so long as all appropriate state licenses are obtained. No trade, business or commercial activity of any nature shall be conducted on said land, except as stated below regarding home occupations.

2. Building Specifications: No building, or other structure or installation or anything used for habitation shall be erected, placed, constructed, altered or maintained on the land conveyed herein until the plans with specifications, including the location on the land, have been filed with and approved in writing by the Grantors, their successors and assigns. The gross living area of any dwelling exclusive of porches, breezeways and garage shall be at least 1800 hundred square feet. No building shall exceed 2 1/2 stories.

Buildings shall have exterior siding to be either painted or stained wood, brick or stone.

Building design, including but not limited to roof shapes, building orientation, exterior color, material texture and window treatment shall be of a character harmonious with the natural rural setting of the land. Construction shall be of a type which will not detract from the value of other property on adjacent parcels or of the Grantors remaining property. No structure shall be marketably conspicuous.

All plans for the construction, showing the proposed structures, architectural elevations, and locations upon the lot shall be prepared such that the Grantors or the Grantors' agent prior to the commencement of construction shall have the right to reject such plans if they do not conform to the above aforementioned considerations. Approval shall not be unreasonably withheld. Grantors and Grantors' agent shall give his decision of acceptance or rejection within twenty (20) days of receipt of said plans and this decision shall be final and not subject to any review.

In the event Grantors or Grantors' agent fails to give a decision within twenty (20) days of receipt of said plan, said plan shall be deemed to have been accepted. The provisions of this paragraph shall terminate when all of the lots described on this plan have

been sold and each principle resident's plan approved. All buildings shall have the roof and outside finish completed within one (1) year after construction is begun.

3. No livestock, animals or poultry shall be kept or maintained or allowed on the land herein conveyed other than household pets or horses. No owner may have more than two (2) horses per lot, and no lot may be used for commercial stable purposes. Horses kept on the lot shall be owned by lot owner or the immediate family of the lot owner.

4. No garbage, trash, noxious or offensive objects, junk automobiles or other vehicles which do not pass the State of Maine Motor Vehicle Inspection law shall be kept, maintained or allowed on the land herein conveyed.

5. All buildings, structures, installations and other improvements including sewer and water systems to be erected, maintained or altered upon said land must comply with all state, municipal and other governmental laws, rules and regulations; all outdoor fires must comply with applicable state and municipal laws and ordinances and if any provision herein differs therefrom, such differences shall not be construed as a waiver by the Grantors of the necessity of compliance with the terms hereof.

6. The land conveyed herein shall not be further subdivided.

7. The covenants and restrictions contained in paragraphs 1-12 shall run and bind the land herein conveyed for a period of twenty (20) years from the date of the transfer of the property from Donald and April Burgess to the Grantees, and the Grantors, their successors and assigns, shall have the right at any time or times during said period to proceed at law or in equity against any person violating or attempting to violate any of such provisions. Failure to enforce any provision here contained in any particular instance shall not be deemed a waiver of the right to do so to the same on any subsequent or other violation. The Grantors promise to insert all of the restrictions and covenants in paragraphs 1-12 in all the other lots or parcels of land conveyed from his parcel appearing in Book **, Page which is recorded in the Cumberland County Registry of Deeds. Nothing herein shall prevent the owner or owners of land subject to the within covenants and restrictions from enforcing said covenants and restrictions against the owner or owners of other land so restricted. In the event that the Grantors, or any other lot owner, must go to Court or take other legal action in order to enforce these covenants and is successful in doing so, the owner of the land which was found to be in violation of these covenants shall pay the costs of Court, including legal fees, of the person or persons bringing the action.

8. All lot owners using the right of way leading from Church Road will share equally in the cost of maintaining the same, upon request by Grantors, repairing, clearing and plowing of the private way leading to the premises conveyed, until the Town of Brunswick shall accept said private way as a public way. Any assessment required shall be paid on a quarterly basis and non-payment of said quarterly assessment shall result in a lien being placed upon the land of the lot owner not paying, such lien to be enforced by

** Premises described in two certain deeds to J. Donald Burgess and April A. Burgess, dated January 16, 1984 and recorded in Book 6372, Page 280; and dated January 11, 1985 and recorded in Book 6665, Page 128...

Grantors or any other lot owner. No parking of vehicles, except in emergencies shall be allowed on the private way. It shall be the Grantors' sole responsibility to build the road in such a way that it shall conform to the standards of the Town of Brunswick.

9. The Grantors may, subject to approval by the licensing authorities of the Town of Brunswick, maintain a home occupation on the lot conveyed. Such home occupation shall not violate any ordinance of the Town of Brunswick; shall not unduly burden the road leading from Church Road; shall not involve machinery which makes excessive noise; shall not operate before the hours of 7:00 a.m. or after the hours of 6:00 p.m.; and shall not employ more than one (1) person who is not a member of the lot owners' immediate family.

10. The Grantees agree to preserve, to the maximum extent possible, the natural tree growth on the lots. Absolutely no commercial harvesting of trees is permitted.

11. Outdoor lighting shall be installed in such a manner that it will not shine on other lots, or into the homes of any other person residing in the development. There shall be no sodium vapor light or mercury vapor lights installed on this property.

12. The conservation easement granted to the Town of Brunswick, which easement covers property which is adjacent to or within the very near vicinity of the lots granted herein shall be observed by the landowners herein, and no landowner shall, without obtaining the consent of all lot owners effected, seek to modify or abridge the conservation easement.

RECEIVED
REGISTERED REGISTRY OF DEEDS

94 JUN -7 AM 9:38

CUMBERLAND COUNTY

John B. O'Brien

John J. Sperzel
61 Crestview Lane
Brunswick, ME 04011

May 25, 2012

Mr. Charlie Frizzle, Chair
Planning Board
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

RE: Case 12-014, Crestview Subdivision Amendment

Dear Mr. Frizzle:

Crestview Estates is a 10 lot subdivision that was approved by the Planning Board on December 18, 1996. I am a property owner and an abutter to the proposed Subdivision Amendment.

The deed for each lot conveyed in this subdivision contained covenants and restrictions that are in effect until June 2014. The covenants were reviewed and approved by the Planning Board as part of the approval process. **Paragraph #6 of the covenants prohibits the subdivision of the land conveyed.** I have attached a copy of the original deed and covenants for the property in the Amendment request.

In fairness to all the home owners in Crestview Estates that have been subject to these covenants over the years, I request that the Planning Board not consider this new subdivision until the covenants expire in 2014.

Thank you for your consideration.



John J Sperzel

Cc: Kris Hultgren, Town Planner
ENC: Deed and Covenants

33909
Statutory Short Form
WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, J. DONALD BURGESS and APRIL A. BURGESS, of Brunswick, Cumberland County, State of Maine, in consideration of One Dollar and other valuable consideration, paid by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE, of Topsham, Sagadahoc County, State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE as joint tenants and not as tenants in common, their heirs and assigns forever, with

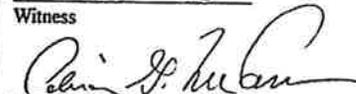
WARRANTY COVENANTS: the real estate described on Exhibit A, attached hereto and made a part hereof by reference.

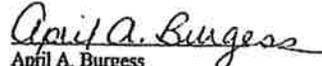
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

IN WITNESS HEREOF, the said J. DONALD BURGESS and APRIL A. BURGESS have set their hands and seals on this 3rd day of June, 1994.


Witness


J. Donald Burgess


Witness


April A. Burgess

STATE OF MAINE
COUNTY OF CUMBERLAND

June 3, 1994

Personally appeared the above-named J. Donald Burgess and April A. Burgess, who acknowledged the foregoing instrument to be their free act and deed,

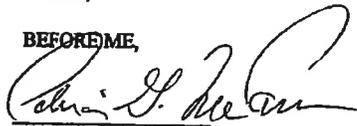
BEFORE ME,

Notary Public/Attorney at Law
Adrian G. McCarron

EXHIBIT A

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*RESTRICTIVE COVENANTS
LAND OF DONALD AND APRIL BURGESS*

The above described lot is conveyed subject to the following covenants and restrictions which shall run with and bind the title to the land herein conveyed.

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2. Building Specifications: No building, or other structure or installation or anything used for habitation shall be erected, placed, constructed, altered or maintained on the land conveyed herein until the plans with specifications, including the location on the land, have been filed with and approved in writing by the Grantors, their successors and assigns. The gross living area of any dwelling exclusive of porches, breezeways and garage shall be at least 1800 hundred square feet. No building shall exceed 2 1/2 stories.

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been sold and each principle resident's plan approved. All buildings shall have the roof and outside finish completed within one (1) year after construction is begun.

3. No livestock, animals or poultry shall be kept or maintained or allowed on the land herein conveyed other than household pets or horses. No owner may have more than two (2) horses per lot, and no lot may be used for commercial stable purposes. Horses kept on the lot shall be owned by lot owner or the immediate family of the lot owner.

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6. The land conveyed herein shall not be further subdivided.

7. The covenants and restrictions contained in paragraphs 1-12 shall run and bind the land herein conveyed for a period of twenty (20) years from the date of the transfer of the property from Donald and April Burgess to the Grantees, and the Grantors, their successors and assigns, shall have the right at any time or times during said period to proceed at law or in equity against any person violating or attempting to violate any of such provisions. Failure to enforce any provision here contained in any particular instance shall not be deemed a waiver of the right to do so to the same on any subsequent or other violation. The Grantors promise to insert all of the restrictions and covenants in paragraphs 1-12 in all the other lots or parcels of land conveyed from his parcel appearing in Book **, Page which is recorded in the Cumberland County Registry of Deeds. Nothing herein shall prevent the owner or owners of land subject to the within covenants and restrictions from enforcing said covenants and restrictions against the owner or owners of other land so restricted. In the event that the Grantors, or any other lot owner, must go to Court or take other legal action in order to enforce these covenants and is successful in doing so, the owner of the land which was found to be in violation of these covenants shall pay the costs of Court, including legal fees, of the person or persons bringing the action.

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10. The Grantees agree to preserve, to the maximum extent possible, the natural tree growth on the lots. Absolutely no commercial harvesting of trees is permitted.

11. Outdoor lighting shall be installed in such a manner that it will not shine on other lots, or into the homes of any other person residing in the development. There shall be no sodium vapor light or mercury vapor lights installed on this property.

12. The conservation easement granted to the Town of Brunswick, which easement covers property which is adjacent to or within the very near vicinity of the lots granted herein shall be observed by the landowners herein, and no landowner shall, without obtaining the consent of all lot owners effected, seek to modify or abridge the conservation easement.

RECEIVED
RECORDED REGISTRY OF DEEDS

94 JUN -7 AM 9:38

CUMBERLAND COUNTY

John B. @ Brin

John J. Sperzel
61 Crestview Lane
Brunswick, ME 04011

June 24, 2012

Mr. Charlie Frizzle, Chair
Planning Board
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

RE: Case 12-014, Crestview Subdivision Amendment

Dear Mr. Frizzle:

I have received a copy of a letter dated June 5, 2012 from James A. Hopkinson Esq. to Kris Hultgren, Town Planner and Patrick J. Scully Esq., Town Attorney, regarding the Crestview Estates Restrictive Covenants.

While I commend Attorney Hopkinson on his diligence in investigating the issues I raised regarding # 6 of said covenants I would be remiss if I didn't respond to the issues he brought forth.

When the Ross/Deihl subdivision was approved on December 5, 2000 I was the only abutting property owner to appear before the board. The one question I asked was if the Crestview Estates Deed Restrictions and Covenants would apply to the subdivided lot. The Planning Board replied that they would.

Ross/Deihl purchased the property knowing that #6 of the covenants was left out and that they could subdivide the lot. I had no knowledge of this. The blame falls on the original developer, Dr. Donald Burgess and Morton Real Estate for not ensuring #6 was included as part of the deed.

I was the third owner of the subdivided lot. My title search, done by Christopher Livesay Esq., showed the covenants were part of the deed. Attached is a copy of the Klatt deed which clearly contains the #6 subdividing restriction.

During each transaction for the Ross/Deihl subdivided lot not one Crestview property owner voiced any objection.

While Attorney Hopkinson's rhetoric on the covenants and the case law he provided make for interesting reading there are a few facts the board should be aware of:

1. Attorney Hopkinson obtained a release of #6 of the covenants on property his client (John Gordon) didn't own. The property was bank owned and he (Hopkinson) did not represent the bank.
2. The release was obtained In January of 2011. John Gordon purchased the property in October 2011. The release was not recorded until November 2011. Throughout the entire foreclosure sale process of at least nine months, John Gordon was the only potential buyer that knew the property could be subdivided.
3. Mr. Gordon has offered the proposed lots for sale in April and May of 2012. This is a violation of Maine Revised Statutes 30A, 4406.

I hope I have provided the Planning Board with additional information on which to make a decision on the Gordon application. In his letter of June 5, 2012, Attorney Hopkinson states "it is not the responsibility of a Planning Board to enforce private deed restrictions" however he seems ready to have Planning Board approval of Crestview Estates II Subdivision revoked if the current subdivision is not approved.

Considering all the facts, once again I ask that you not consider this new subdivision application until the original covenants expire in June 2014.

Thank you for your consideration.

Sincerely,



John J. Sperzel

Cc: Kris Hultgren, Town Planner
Patrick J. Scully, Town Attorney

Enc: Klatt Deed

JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, **J. DOUGLAS DEIHL, JR.** and **CLARA M. ROSS** of Brunswick, County of Cumberland and State of Maine, in consideration of One Dollar and other good and valuable consideration, paid by **RANDOLPH H. KLATT** and **KAREN J. KLATT** of Brunswick, County of Cumberland and State of Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said **RANDOLPH H. KLATT** and **KAREN J. KLATT**, as joint tenants and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land, together with any buildings thereon, bounded and described as follows:

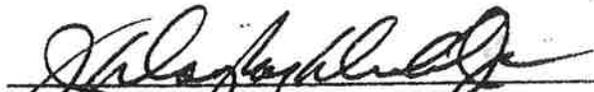
SEE EXHIBIT A ATTACHED HERETO

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said **RANDOLPH H. KLATT** and **KAREN J. KLATT**, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, to them and their use and behoof forever.

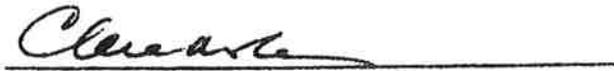
And we do COVENANT with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all encumbrances, that we have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantees, their heirs and assigns, and the survivor of them, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said **J. DOUGLAS DEIHL, JR.** and **CLARA M. ROSS** have hereunto set our hand and seal this 10th day of May, 2002.

WITNESS:



J. DOUGLAS DEIHL, JR.



CLARA M. ROSS

STATE OF MAINE
County of Cumberland

May 10th, 2002

Then personally appeared before me, the above named **J. DOUGLAS DEIHL, JR.** and **CLARA M. ROSS** and acknowledged the foregoing instrument to be their free act and deed.


Susan M. Condit
Notary Public
My Commission Expires September 20, 2003



Attorney at Law/Notary Public

EXHIBIT A

All that certain parcel of land situated on the east side of Camelot Way, in the Town of Brunswick, County of Cumberland and State of Maine, bounded and described as follows:

All of that lot designated "Phase II New Lot B 2.76 Acres" on a Standard Boundary Survey and Subdivision Plan of Crestview Estates Phase II dated November 6, 2000 by Brian Smith Surveying, Inc. Said plan with its record reference is hereby made for a further and more complete description of the lot conveyed herein, recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 2;

Lots A and B on the above referenced plan of Crestview Estates Phase II (Plan Book 201, Page 2) share a common driveway for a distance of 100 feet. Maintenance and repair of this 100 foot stretch shall be shared equally by the owners of Lots A and B.

Also conveying a right-of-way for vehicles, utilities and pedestrians over the 50 foot by 100 foot right-of-way which abuts said lot, and over the full extent of Camelot Way, and over Granite Farm Road, to the town road known as Casco Road, all as shown on the above referenced plan.

The lot conveyed herein is subject to all the notes, covenants and restrictions shown on or referred to on the above referenced plan.

The lot conveyed herein is subject to the Restrictive Covenants for the Burgess Subdivision, Crestview Estates attached hereto as Exhibit B and made a part hereof.

The corners of the conveyed lot are marked with 5/8 inch rebars marked B. Smith -Smith #1175.

Meaning and intending to convey and hereby conveying 2.76 acres of land, more or less, being a portion of the premises conveyed to J. Douglas Deihl, Jr. and Clara M. Ross by deed dated September 29, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15801, Page 313.

**RESTRICTIVE COVENANTS
BURGESS SUBDIVISION, CRESTVIEW ESTATES**

The above described lot is conveyed subject to the following covenants and restrictions which shall run with and bind the title to the land herein conveyed, and all other lots in the Burgess Subdivision which is entitled Crestview Estates, Granite Farm Road, Brunswick, Maine, dated December 13, 1996, and recorded in the Cumberland County Registry of Deeds, Plan Book 197, Page 116.

1. The land conveyed hereby shall be used only for single family residential purposes. An additional apartment within the residential structure may be constructed to be occupied by a member of the lot owner's immediate family, in the manner commonly known as an "in law" apartment. No trailers, mobile homes or other temporary structures shall be placed or maintained on said land and used for residential occupancy. Any such trailer, mobile home or other temporary structure may not be hooked up to a water well or a septic system, and only may be stored, on a temporary basis, on such land so long as all appropriate state licenses are obtained, and it is garaged or otherwise screened from view from the road or reserved field. No trade, business or commercial activity of any nature shall be conducted on said land, unless it is conducted within the residence, has no more than one (1) employee other than the lot owner and immediate family who live within the residence, and does not generate traffic of more than one (1) car per hour.

2. Building Specifications: No building, or other structure or installation or anything used for habitation shall be erected, placed, constructed, altered or maintained on the land conveyed herein until the plans with specifications, including the location on the land, have been filed with and approved in writing by the Grantors, their successors and assigns. The gross living area of any dwelling exclusive of porches, breezeways, and garage shall be at least 1800 square feet. No building shall exceed 2 1/2 stories in height.

Buildings shall have exterior siding to be either natural, painted or stained wood, brick or stone.

Building design, including but not limited to roof shapes, building orientation, exterior color, material texture and window treatment shall be of a character harmonious with the natural rural setting of the land. No structure shall be markedly conspicuous.

All plans for the construction, showing the proposed structures, architectural elevations, and locations upon the lot, shall be submitted to the Grantors or the Grantors' agent prior to the commencement of construction, and Grantors or Grantors' agent shall have the right to reject such plans if they do not conform to the above aforementioned considerations. Approval shall not be unreasonably withheld. Grantors or Grantors' agent shall give their decision of acceptance or rejection within twenty (20) days of the receipt of said plans, and this decision shall be final and not subject to any review.

In the event the Grantors or their agent fail to give a decision within twenty (20) days of receipt of said plan, said plan shall be deemed to have been accepted. The provisions of this paragraph shall terminate when all of the lots within the Burgess Subdivision (Crestview Estates, Phase I

and Phase II) have been sold and each principle residents' plan approved.

All buildings shall have the roof and outside finished, and the restoration of disturbed ground including grading and seeding or mulching, completed within one (1) year after construction is begun.

3. No livestock, animals or poultry shall be kept or maintained or allowed on the land herein conveyed other than household pets or horses. No owner may have more than two (2) horses per lot, and no lot may be used for commercial stable purposes. Horses kept on the lot shall be owned by the lot owner or the immediate family of the lot owner.

4. No garbage, trash, noxious or offensive objects, junk automobiles or other vehicles which do not pass the State of Maine Motor Vehicle Inspection laws shall be kept, maintained or allowed on the land conveyed herein.

5. All buildings, structures, installations and other improvements including sewer and water systems to be erected, maintained or altered upon said land must comply with all state, municipal and other governmental laws, rules and regulations; all outdoor fires must comply with applicable state and municipal laws and ordinances and if any provision therein differs therefrom, such differences shall not be construed as a waiver by the Grantors of the necessity of compliance hereof

6. The land conveyed herein shall not be further subdivided.

7. All lot owners will become members of the Crestview Estates Homeowners Association which shall be responsible for maintaining the rights of way leading from Church Road servicing all the lots in the subdivision, until such time as they may be conveyed to the Town as a public way. The homeowners association shall also be responsible for the maintenance of the common areas within the subdivision. By acceptance of the deed to a lot in the Burgess subdivision (Crestview Estates), the Grantee acknowledges that the Association will be conveyed title to the common areas within the subdivision which are subject to a conservation easement, on or before the Grantors' sale of all of the lots within Phase I and proposed Phase II of the subdivision. Such Homeowners Association will be formed no later than the time of the conveyance of the first lot within the Burgess Subdivision. Additionally:

- (A) All lot owners who have commenced construction of a residence, or completed construction of a residence shall share equally with the other lot owners who have commenced or completed the construction of a residence and with the developer in the costs of plowing and sanding of the road leading from the Church Road through the subdivision, until such time as the road is conveyed to the Town of Brunswick and becomes a public way maintained by the Town.
- (B) The field areas within the common area of the Burgess Subdivision (Crestview Estates) which are subject to a conservation easement shall be maintained as field by mowing or brushhogging at least once per year, under the guidance of the Brunswick Conservation Commission. The Crestview Estates Homeowners

Association shall provide for the management and costs of this responsibility which was a requirement of the Brunswick Planning Board as a condition of subdivision approval. These costs shall be shared equally by all lot owners.

8. The lot owners agree to preserve, to the maximum extent possible, the natural tree growth on the lots. Absolutely no commercial harvesting of trees is permitted. For those lots which abut that portion of the common area which is predominately field, there shall be no cutting within 50' of the common area boundary except to remove dead or diseased wood.

9. Outdoor lighting shall be installed in such manner that it will not shine on other lots, or into the homes of any other person residing in the development. There shall be no sodium vapor lights or mercury vapor lights installed on any lot.

10. The covenants and restrictions contained in Paragraphs 1-9 shall run with and bind the land herein conveyed herein from J. Donald and April A. Burgess to the Grantee until June 30, 2014. The Grantors, their successors and assigns, shall have the right at any time or times during such period to proceed at law or in equity against any person violating or attempting to violate any of the provisions. Failure to enforce any provision herein contained in any particular instance shall not be deemed a waiver of the right to do so as to the same on any subsequent or other violation.

Nothing herein shall prevent the owner or owners of land subject to the within covenants and restrictions from enforcing said covenants and restrictions against the owner or owners of other land so restricted. In the event that the Grantors, or any other lot owner, must go to court or take other legal action in order to enforce these covenants and is successful in doing so, the owner of the land which was found to be in violation of these covenants shall pay the costs of court, including legal fees, of the person or persons bringing the action.

John J. Sperzel
61 Crestview Lane
Brunswick, ME 04011

June 24, 2012

Mr. Kris Hultgren
Town Planner
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

RE: Case 12-014, Crestview Subdivision Amendment

Dear Kris:

I have listed a number off issues that I feel should be addressed during the review of the Crestview Subdivision Amendment Application.

1. New lots 1A and 1B should be subject to the same Covenants and Restrictions as previously approved lots in this subdivision.
2. Who will approve the Building Specifications in the Covenants? (#2 in the Covenants)
3. A 50ft set back from, all property lines should be required. (This is the standard established in the subdivision).
4. What is the maximum disturbed area for lot 1A and 1B allowed under the Brunswick Smart Growth Ordinance 217.4A?
5. How will the disturbed area be monitored to ensure compliance?
6. Proposed disturbed area on Lot #1 needs to be revised to meet setback requirements.
7. A 50ft "no cut" buffer should be required on the back lot line bordering the field. (This is a requirement of the Covenants). This is currently adhered to by the property owners affected. See photo #1 and 2.
8. Curb cuts should remain as set by Brunswick Public Works Department.
9. It is important that lot clearing be limited and selective and focus on providing picturesque settings. Visibility to and from neighbors should be very limited. (This was addressed in Paragraph 20 of the subdivision approval on October 22, 1996). Photos #3, #4 and #5 show the current growth as visible from Crestview Lane.

10. The condition of Crestview Lane from Stone Ridge Dr. down the hill toward Granite Farm Road should be reviewed by Public Works. The shoulders are built up from winter plowing and prevent proper sheeting of runoff into the drainage ditches which probably need cleaning. The road surface is in poor condition in several areas and also has plow damage. (See photos #6, #7 and #8). The additional traffic generated by these lots will only exacerbate the problem.

It was the intent of Don Burgess, the developer of Crestview Estates to create a subdivision that blended with nature, was rural in character, provided privacy to the property owner and was not visible to the casual passerby. The inclusion of the issues I brought forth will help maintain the developer's vision and protect individual property owner's investments.

Thank you for your consideration.



John J. Sperzel

Enc: Photos #1 thru #8



#1 VIEW OF BACK LOT LINES ADJACENT TO FIELDS.



#2 SAME AS #1



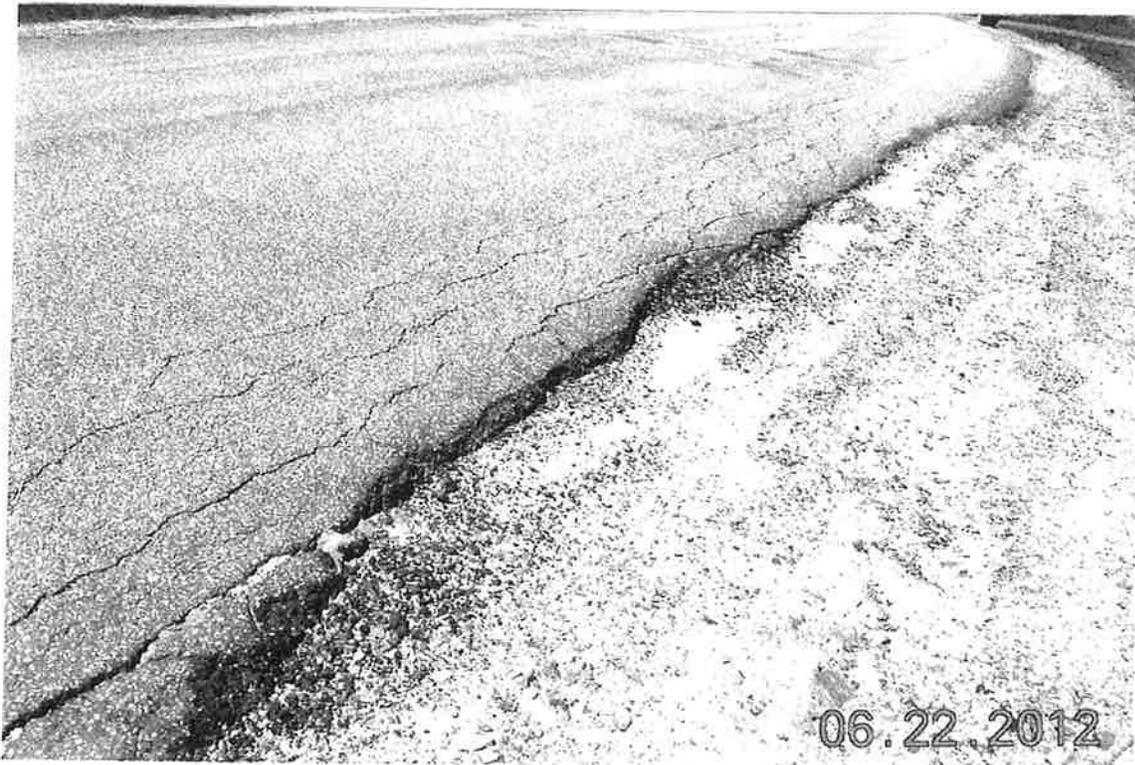
#3 FRONT of LOT 1B



#4 FRONT of LOT 1A



#S VIEW OF CRESTVIEW LANE



8



#6



#7

John J. Sperzel
61 Crestview Lane
Brunswick, ME 04011

June 29, 2012

Mr. Kris Hultgren
Town Planner
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

RE: Case 12-014, Crestview Subdivision Amendment

Dear Kris:

I spoke with Jim Higgins, surveyor for the Town of Brunswick on June 28th concerning the change in placement of the curb cut for proposed lot 1A. The location was moved up the hill approximately 45ft from the original location and is now across from my driveway.

Jim and I spoke about sightlines and it was his opinion that the original location (#1) provided better sight distance at 200ft and was safer from a stopping distance standpoint than the new location (#2), 45ft up the hill. It was also his opinion that it made no difference if the speed limit was 25mph or 35mph, safety was not a concern as stopping distances are 85-95ft respectively. Location #1 also requires less brush removal to maintain a sightline (Brunswick Smart Growth).

I have attached 2 photographs showing 200ft sightlines for both proposed curb cuts. #1 shows the original curb cut at a 200ft sightline and the vehicle is clearly visible. #2 shows the relocated curb cut (#2) at a 200ft sightline and the vehicle is not visible.

Considering Jim Higgins input and the photos I provided, I request that you recommend using the original curb cut (#1). It has a better sightline, is safer and does not have any adverse impact on driveways or side roads.

Thank you for your consideration.



John J. Sperzel



07.01.2012

ORIGINAL CURB CUT
200 FT SIGHTLINE



RELOCATED CURB CUT
200 FT SIGHT LINE



- James A. Hopkinson
- Richard J. Abbondanza
- Caitlin Fullerton DiMillo
- Gerald B. Schofield, Jr.

Please respond to our Portland office

June 5, 2012

Kris Hultgren, Town Planner
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

Patrick J. Scully, Esquire
Bernstein Shur
100 Middle Street, 6th Floor
Portland, Maine 04101

Re: Applicant: John Gordon
Property: 74 Crestview Lane, Brunswick, Maine
Case-12-014 Crestview Estates Amendment

Dear Kris and Pat:

The purpose of this letter is to address certain issues raised by John J. Sperzel concerning the application of John Gordon to subdivide the property at 74 Crestview Lane, Brunswick, Maine into three separate lots. Mr. Gordon's subdivision application has already been submitted and the application fee paid.

Mr. Sperzel has apparently raised an issue with restriction covenant #6 contained in the deed given by J. Donald Burgess and April A. Burgess to Peter D. Champagne and Kerry D. Champagne by deed dated June 3, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11470, Page 281 (the "Champagne deed"). A copy of the Champagne deed is enclosed herewith for your review.

Mr. Gordon has also submitted with his application a copy of the Release of Restriction, Lot 1, Crestview Estates Subdivision, which is recorded in the Cumberland County Registry of Deeds in Book 29108, Page 182 (the "Release of Restriction"). A copy of the Release of Restriction is enclosed herewith.

A review of the Release of Restriction reveals that it not only is a release by the Burgesses of restrictive covenant #6 contained in the Champagne deed, but that it is also recorded evidence of the waiver of the enforcement of restrictive covenant #6 by the acts and actions of the Burgesses and numerous grantees and grantors of parcels acquired through the Burgesses in violation of restrictive covenant #7 contained in the Champagne deed, which parties include, but are not

Kris Hultgren, Town Planner
Town of Brunswick
Patrick J. Scully, Esquire
Bernstein Shur
June 5, 2012
Page 2

limited to, J. Douglas Deihl, Jr., Clara M. Ross, Randolph and Karen Klatt, and John and Patricia Sperzel.

Restrictive covenant #7 contained in the Champagne deed includes the affirmative obligation of the Burgesses, as grantors, to insert all of the restrictions and covenants contained in paragraphs 1-12 of the Champagne deed in all deeds for any other lots or parcels of land conveyed by the Burgesses which are created out of the properties described in Book 6372, Page 280 and Book 6665, Page 128. These two deeds encompass all of the land shown and depicted on the original Crestview Estates Subdivision plan approved March 25, 1997 by the Town of Brunswick Planning Board and recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 116.

By deed dated September 29, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15801, Page 313 (the "Deihl deed") the Burgesses conveyed to J. Douglas Deihl and Clara M. Ross a 15.69 acre parcel of land and a 4.16 acre parcel of land, both located directly opposite the Gordon property on Crestview Lane. These parcels came out of the Burgess properties described in Book 6372, Page 280 and Book 6665, Page 128 and were, therefore, required to be subject to Restrictions 1-12 of the Champagne deed. Attached to the Deihl deed are a series of restrictive covenants, however, the restrictive covenants attached do not include all of the restrictive covenants that were required to be attached by the obligations contained in restrictive #7 of the Champagne deed. Most importantly, restrictive covenant #6 of the Champagne deed was not included as a restriction in the Deihl deed.

Clara Ross and Doug Deihl submitted the property described in the Deihl deed to a subdivision application which was approved by the Town of Brunswick Planning Board on December 5, 2000 as Crestview Estates Phase II, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 2 (the "Crestview Estates II Plan"). The division of the Deihl property into two lots is contrary to and in violation of the restrictions contained in the Champagne deed. This division occurred on property immediately adjacent to land that is owned by John and Patricia Sperzel without any objection from Mr. Sperzel. The Sperzels are still record owners of such land.

On May 10, 2002, Deihl and Ross conveyed New Lot B as shown on the Crestview Estates II Plan, a 2.76 acre parcel that had been created in violation of the restrictive covenants contained in the Champagne deed, to Randolph and Karen Klatt. By deed dated September 5, 2003 and recorded in the Cumberland County Registry of Deeds in Book 20200, Page 56, the Klatts conveyed said Lot B to John J. Sperzel and Patricia Sperzel. Again, all in violation of restrictive covenant #7 contained in the Champagne deed.

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John J. Sperzel and Patricia Sperzel conveyed their interest in said Lot B to Roland and Diane Guerette by deed dated September 30, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23225, Page 96. It should be noted that Town of Brunswick Public Records indicate that Mr. Sperzel purchased said Lot B for \$76,500.00 and sold that property in 2005 for \$114,000.00. Clearly, Mr. Sperzel has benefitted, financially, from the violation of the restrictive covenant contained in the Champagne deed.

There is no record that I have seen of any complaint, formal or informal, made by any party that the division of the 15.69 acre parcel described in the Deihl deed is a violation of the restrictive covenants contained in the Champagne Deed. Accordingly, it can be safely stated that the restrictive covenants have not been enforced.

The Release of Restriction clearly recognizes this lack of enforcement and recognizes the failure of the Burgesses, Deihl, Ross, Klatt and Sperzel to adhere to restrictive covenant #7 contained in the Champagne deed. As such, the Release of Restriction recognizes that a waiver of the restrictive covenant #6 in the Champagne deed against further subdivision had occurred by both the division of the Diehl property and lack of objection, contrary to the Burgess obligations contained in the Champagne deed. The Champagne deed by its very terms made the restrictions contained in the deed enforceable by all current and future lot owners and are clearly restrictions that run with the respective parcels of land. There is no question that, in conducting a title examination for any of the lots purchased in the Crestview Estates Subdivision, including the 15.69 acre parcel described in the Deihl deed, the restrictive covenants contained in the Champagne deed would have been discovered. Specifically, Burgess, Deihl, Ross, Klatt, Sperzel and Guerette would have had actual notice of the Champagne deed restrictions.

Maine Courts have held that parties with the right to enforce a deed restriction can waive such right. In general, for a waiver to occur, Maine Courts have held that it must be shown that there has been a voluntary relinquishment of a known right, benefit or advantage. *Stewart v. Leonard*, 68 A. 638 (1907). Waiver is essentially a matter of intention and the intent to waive may be shown by express declarations or by acts and declarations manifesting in intent or purpose not to claim the right. *Id.* Maine Courts have also held that a waiver may be shown by a course of conduct signifying a purpose not to stand on a right, leading, by reasonable inference, to the conclusion that the right in question will not be insisted upon. See *Dep't of Human Servs. v. Bell*, 711 A.2d 1292, 1295). In this matter, the course of conduct by numerous grantors and grantees acquiring rights in property that were specifically made subject to the affirmative obligations of the Burgesses, as clearly expressed in the Champagne deed, evidenced a sufficient number of waivers, which waivers were shown by a clear course of conduct of subdividing and benefitting, financially and otherwise, from the division of the property described in the Deihl deed, contrary to the requirements of the Champagne deed. Mr. Sperzel, himself, was one of the participants in the violation of the Champagne covenants and benefitted financially from such violation. These

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acts and actions of the various owners, and Mr. Sperzel in particular, clearly evidence a waiver of the restrictive covenant against further division. Accordingly, Mr. Sperzel would be estopped from insisting on the Town of Brunswick Planning Board acting as an enforcement agency of the restrictions that have been released, in writing, and have been released by waiver.

It is also noted that Maine Courts have held that, pursuant to their equity jurisdiction, they will enforce a restrictive covenant only if it is reasonable under the circumstances. *Friedlander v. Hiram Ricker & Sons, Inc.*, 485 A.2d 985 (Me. 1984). The doctrine of relative hardship or "balancing the equities" is applied in situations where enforcement of a restrictive covenant will harm one party without a substantial benefit to the neighboring land. See 9 *Richard R. Powell, Powell on Real Property, Section 60.10(3)* (Michael Allen Wolf ed. 2006). In determining whether a covenant should be enforced pursuant to this doctrine, the inquiry involves the extent of the resulting disproportion between the harm and the benefit to each party caused or to be caused by enforcement of the covenant. See *Restatement (First) of Property Section 563* (1944) ("Injunctive relief against violation of the obligation arising out of a promise respecting the use of land will be denied if the harm done by granting the injunction will be disproportionate to the benefit secured thereby"). In applying the relative hardship or "balancing of the equities" theory of law to the instant case, the property submitted to the Town of Brunswick Planning Board for subdivision is a 7.39 acre parcel of land. All of the other nine numbered lots created by the original Crestview Estates Subdivision were three acres or less with the smallest parcel appearing to be 2.02 acres. Lot B that was created by Crestview Estates Subdivision, Phase II, is a 2.76 acre parcel of land. Mr. Gordon proposes to divide his parcel of land into three separate parcels of land of a size consistent with the remaining lots in the Crestview Estates Subdivision. Furthermore, as Mr. Sperzel has already pointed out, the restrictive covenant terminates by its own terms in 2014. Where other lot owners such as Deihl, Ross, Klatt and Sperzel have received financial benefit from a division of part of the land contrary to the deed restriction and where the restrictions will be released by their own terms, Mr. Gordon is harmed by being required to wait to enjoy the same benefits Mr. Sperzel and others have enjoyed. Clearly, the doctrine of relative hardship would require a finding that enforcement of the restrictive covenant against Mr. Gordon will harm him without a substantial benefit to the neighboring land.

As you well know, it is not the responsibility of a Planning Board to enforce private deed restrictions. To the extent that private deed restrictions are applicable, they impact only the finding of standing to pursue the application made by the applicant. Clearly, Mr. Gordon has established his standing, not only by producing with his application a copy of the deed by which he acquired title to the premises, he has also submitted a validly executed and properly recorded Release of Restrictions signed by the party creating the restrictions, and has shown by acts and actions of numerous parties, including Mr. Sperzel himself, that a waiver of the restrictions has effectively occurred. In addition, the Planning Board well knows that it has been a party to such waiver transactions in that applications were submitted to the Town for review and were

Kris Hultgren, Town Planner
Town of Brunswick
Patrick J. Scully, Esquire
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Page 5

approved to divide land within the original Burgess land holdings. Accordingly, Mr. Gordon has shown satisfactory standing to pursue his application for a three lot subdivision.

It should be noted that notwithstanding any act or action taken by the Brunswick Planning Board, Mr. Sperzel certainly has available to him adequate remedies at law. He may appeal any decision made by the Town of Brunswick Planning Board and he may bring an action against Mr. Gordon to enforce any deed restrictions that he believes he has not already, himself, waived.

Finally, in the event the Planning Board finds that Mr. Gordon's subdivision application cannot move forward due to the Champagne deed restrictions, such a finding would necessitate an additional finding that the lots created by the Crestview Estates II Subdivision be found to be in violation of the Champagne deed restrictions and the approvals given by the Planning Board be revoked as the Crestview Estates II lots would be similarly in violation of the Champagne deed restrictions.

I thank you for taking the time to consider this matter. Mr. Gordon would like to get this issue resolved so that we may move on addressing the more substantive issues related to the subdivision approval.

Very truly,



James A. Hopkinson

JAH/mjm

Email: jhopkinson@hablaw.com

G:\CLIENTS\G\Gordon.JohnK\Crestview\BrunswickPB.05312012.ltr.mjm.doc

33909
Statutory Short Form
WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that we, J. DONALD BURGESS and APRIL A. BURGESS, of Brunswick, Cumberland County, State of Maine, in consideration of One Dollar and other valuable consideration, paid by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE, of Topsham, Sagadahoc County, State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE as joint tenants and not as tenants in common, their heirs and assigns forever, with

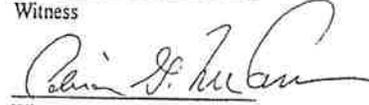
WARRANTY COVENANTS: the real estate described on Exhibit A, attached hereto and made a part hereof by reference.

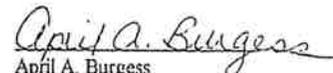
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

IN WITNESS HEREOF, the said J. DONALD BURGESS and APRIL A. BURGESS have set their hands and seals on this 3rd day of June, 1994.


Witness


J. Donald Burgess

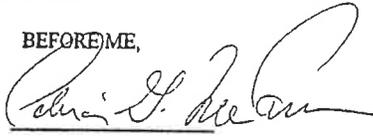

Witness


April A. Burgess

STATE OF MAINE
COUNTY OF CUMBERLAND

June 3, 1994

Personally appeared the above-named J. Donald Burgess and April A. Burgess, who acknowledged the foregoing instrument to be their free act and deed,

BEFORE ME,


Notary Public/Attorney at Law
Adrian G. McCarron

EXHIBIT A

A certain lot or parcel of land located in the Town of Brunswick, Cumberland County, and State of Maine, which lot is located Southerly of the Church Road, so called and is more particularly described as follows, to wit:

Beginning at an iron rod in the ground on the Southerly edge of a 50' right of way as shown on a standard boundary survey showing proposed easement location and proposed lot sale land of J. Donald Burgess and April A. Burgess, Granite Farm Road, Brunswick, Maine, June 8, 1993, which survey is to be recorded in the Cumberland County Registry of Deeds, which iron rod is eight hundred sixty-four and ninety-four one hundredths feet (864.94'), more or less from the intersection of the Southerly side 50' right of way and Granite Farm Road, so called; thence South 23 degrees 43' 36" West a distance of seven hundred twenty and fifty-six hundredths (720.56') feet to an iron rod set in the ground and other land of J. Donald Burgess and April A. Burgess; thence South 51 degrees 37' 12" East a distance of four hundred twenty feet (420') to an iron rod set and at the edge of the extension of the 50' right of way referred to above; thence in a Northeasterly direction, an arc and a Northwesterly direction and an arc along the edge of said 50' right of way a distance of one thousand one hundred sixty-one and thirty-seven one hundredths feet (1,161.37'), more or less to the point of beginning.

Also conveying a Right of Way for vehicles, pedestrians and all utilities normally associated with residential use, over the full extent of Granite Farm Road and the 50 foot Right of Way shown on the above referenced plan, from Church Road, so called, along Granite Farm Road and along the 50 foot Right of Way which runs along proposed Lots 1 and 2 as shown on said plan.

Meaning and intending to convey and hereby conveying 7.39 acres of land, be it the same more or less, along with the above described Right of Way. The herein described lot is a portion of those premises described in two certain deed to J. Donald Burgess and April A. Burgess, one dated January 16, 1984, and recorded in the Cumberland County Registry of Deeds at Book 6372, Page 280, and the other dated January 11, 1985, and recorded in said Registry at Book 6665, Page 128.

Also including an undivided 1/12 interest in common with the Grantor herein and others, in and to parcel two and parcel three of the Conservation Easement area as identified on a certain survey of the land of J. Donald Burgess and April A. Burgess by Brian Smith, which survey is to be recorded in the Cumberland County Registry of Deeds. The Grantees by their acceptance of this deed hereby acknowledge that the Grantor has reserved the right to create additional lots and that such additional lots as are created will each have conveyed with them an undivided interest in common in and to the said land identified as the Conservation Easement. This additional 1/12 interest may not be further divided by the Grantees herein; nor may it be sold or otherwise disposed of or transferred except that it may be included in any transfer made to a financial institution, bank or other mortgage holder, or the interest maybe transferred to a municipality, or other public or non profit institution.

*RESTRICTIVE COVENANTS
LAND OF DONALD AND APRIL BURGESS*

The above described lot is conveyed subject to the following covenants and restrictions which shall run with and bind the title to the land herein conveyed.

1. The land conveyed hereby shall be used only for single family residential purposes. An additional apartment within the residential structure may be constructed to be occupied by a member of the primary residents immediate family, in the manner commonly known as an "in-law" apartment. No trailers, mobile homes or other temporary structures shall be placed or maintained on said land and used for residential occupancy. Any such trailer, mobile home or other temporary structure may not be hooked up to a water well or a septic system, and only may be stored, on a temporary basis, on such land so long as all appropriate state licenses are obtained. No trade, business or commercial activity of any nature shall be conducted on said land, except as stated below regarding home occupations.

2. Building Specifications: No building, or other structure or installation or anything used for habitation shall be erected, placed, constructed, altered or maintained on the land conveyed herein until the plans with specifications, including the location on the land, have been filed with and approved in writing by the Grantors, their successors and assigns. The gross living area of any dwelling exclusive of porches, breezeways and garage shall be at least 1800 hundred square feet. No building shall exceed 2 1/2 stories.

Buildings shall have exterior siding to be either painted or stained wood, brick or stone.

Building design, including but not limited to roof shapes, building orientation, exterior color, material texture and window treatment shall be of a character harmonious with the natural rural setting of the land. Construction shall be of a type which will not detract from the value of other property on adjacent parcels or of the Grantors remaining property. No structure shall be marketably conspicuous.

All plans for the construction, showing the proposed structures, architectural elevations, and locations upon the lot shall be prepared such that the Grantors or the Grantors' agent prior to the commencement of construction shall have the right to reject such plans if they do not conform to the above aforementioned considerations. Approval shall not be unreasonably withheld. Grantors and Grantors' agent shall give his decision of acceptance or rejection within twenty (20) days of receipt of said plans and this decision shall be final and not subject to any review.

In the event Grantors or Grantors' agent fails to give a decision within twenty (20) days of receipt of said plan, said plan shall be deemed to have been accepted. The provisions of this paragraph shall terminate when all of the lots described on this plan have

been sold and each principle resident's plan approved. All buildings shall have the roof and outside finish completed within one (1) year after construction is begun.

3. No livestock, animals or poultry shall be kept or maintained or allowed on the land herein conveyed other than household pets or horses. No owner may have more than two (2) horses per lot, and no lot may be used for commercial stable purposes. Horses kept on the lot shall be owned by lot owner or the immediate family of the lot owner.

4. No garbage, trash, noxious or offensive objects, junk automobiles or other vehicles which do not pass the State of Maine Motor Vehicle Inspection law shall be kept, maintained or allowed on the land herein conveyed.

5. All buildings, structures, installations and other improvements including sewer and water systems to be erected, maintained or altered upon said land must comply with all state, municipal and other governmental laws, rules and regulations; all outdoor fires must comply with applicable state and municipal laws and ordinances and if any provision herein differs therefrom, such differences shall not be construed as a waiver by the Grantors of the necessity of compliance with the terms hereof.

6. The land conveyed herein shall not be further subdivided.

7. The covenants and restrictions contained in paragraphs 1-12 shall run and bind the land herein conveyed for a period of twenty (20) years from the date of the transfer of the property from Donald and April Burgess to the Grantees, and the Grantors, their successors and assigns, shall have the right at any time or times during said period to proceed at law or in equity against any person violating or attempting to violate any of such provisions. Failure to enforce any provision here contained in any particular instance shall not be deemed a waiver of the right to do so to the same on any subsequent or other violation. The Grantors promise to insert all of the restrictions and covenants in paragraphs 1-12 in all the other lots or parcels of land conveyed from his parcel appearing in Book **, Page which is recorded in the Cumberland County Registry of Deeds. Nothing herein shall prevent the owner or owners of land subject to the within covenants and restrictions from enforcing said covenants and restrictions against the owner or owners of other land so restricted. In the event that the Grantors, or any other lot owner, must go to Court or take other legal action in order to enforce these covenants and is successful in doing so, the owner of the land which was found to be in violation of these covenants shall pay the costs of Court, including legal fees, of the person or persons bringing the action.

8. All lot owners using the right of way leading from Church Road will share equally in the cost of maintaining the same, upon request by Grantors, repairing, clearing and plowing of the private way leading to the premises conveyed, until the Town of Brunswick shall accept said private way as a public way. Any assessment required shall be paid on a quarterly basis and non-payment of said quarterly assessment shall result in a lien being placed upon the land of the lot owner not paying, such lien to be enforced by

** Premises described in two certain deeds to J. Donald Burgess and April A. Burgess, dated January 16, 1984 and recorded in Book 6372, Page 280; and dated January 11, 1985 and recorded in Book 6665, Page 128...

Grantors or any other lot owner. No parking of vehicles, except in emergencies shall be allowed on the private way. It shall be the Grantors' sole responsibility to build the road in such a way that it shall conform to the standards of the Town of Brunswick.

9. The Grantors may, subject to approval by the licensing authorities of the Town of Brunswick, maintain a home occupation on the lot conveyed. Such home occupation shall not violate any ordinance of the Town of Brunswick; shall not unduly burden the road leading from Church Road; shall not involved machinery which makes excessive noise; shall not operate before the hours of 7:00 a.m. or after the hours of 6:00 p.m.; and shall not employ more than one (1) person who is not a member of the lot owners' immediate family.

10. The Grantees agree to preserve, to the maximum extent possible, the natural tree growth on the lots. Absolutely no commercial harvesting of trees is permitted.

11. Outdoor lighting shall be installed in such a manner that it will not shine on other lots, or into the homes of any other person residing in the development. There shall be no sodium vapor light or mercury vapor lights installed on this property.

12. The conservation easement granted to the Town of Brunswick, which easement covers property which is adjacent to or within the very near vicinity of the lots granted herein shall be observed by the landowners herein, and no landowner shall, without obtaining the consent of all lot owners effected, seek to modify or abridge the conservation easement.

RECEIVED
REGISTERED REGISTRY OF DEEDS

94 JUN -7 AM 9:38

CUMBERLAND COUNTY

John B O'Brien

RELEASE OF RESTRICTION
Lot 1, Crestview Estates Subdivision
Plan Book 197, Page 116

THIS RELEASE OF RESTRICTION is given by **J. DONALD BURGESS and APRIL A. BURGESS**, of 55 Eldermarle Avenue, Tampa, Florida (hereinafter "Declarants"), to release a certain restriction encumbering Lot 1 as shown and depicted on the Plan of Crestview Estates, dated December 13, 1996 and revised March 24, 1997 and recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 116 (the "Plan") as follows:

W I T N E S S E T H:

WHEREAS, Declarants conveyed Lot 1 as shown on the Plan to Peter D. Champagne and Kerry D. Champagne by deed dated June 3, 1994 and recorded in the Cumberland County Registry of Deeds in Book 1147, Page 281; and

WHEREAS, attached to the Deed were certain restrictive covenants; and

WHEREAS, Restrictive Covenant #6 stated that "The land conveyed herein shall not be further subdivided"; and

WHEREAS, Restrictive Covenant #7 contained an agreement to subject all remaining land of Burgess to the same covenant; and

WHEREAS, Declarants have conveyed certain other properties intended to be subjected to the same restrictive covenants without including the same or similar restriction regarding subdivision of land as contained in said Restrictive Covenant #6; and

WHEREAS, certain of such other parcels have since been subdivided into smaller parcels; and

WHEREAS, the current owners of said Lot 1 desire to further subdivide their property; and

WHEREAS, Declarants are willing to release said premises from the effect of the limitation on subdivision.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarants hereby proceed as follows:

1. Declarants hereby terminate and release, in favor of the current owner of said Lot 1 as shown on said Plan, from any and all effect of Restrictive Covenant #6 as contained in the deed given by Declarants to Peter D. Champagne, et al., dated June 3, 1994 and recorded in the Cumberland County Registry of Deeds in Book 1147, Page 281, it being the intention of Declarants that said Lot 1 may be subdivided without being deemed in violation of any applicable restrictive covenant.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date first above written.

WITNESS

Nathaniel Burgess

J. Donald Burgess
J. Donald Burgess

Nathaniel Burgess

April A Burgess
April A. Burgess

STATE OF FLORIDA
County of Hillsborough, ss.

January ____, 2011

Then personally appeared the above-named J. Donald Burgess and April A. Burgess and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Patricia E Schulz
Notary Public

G:\CLIENTS\G\Gordon.JohnK\Release.Restrictions.Lot1.doc



Received
Recorded Register of Deeds
Nov 08, 2011 01:51:40P
Cumberland County
Pamela E. Lovley

0061923

OK 15801 PG 313

**WARRANTY DEED
JOINT TENANCY**

KNOW ALL MEN BY THESE PRESENTS, THAT we, **J. Donald Burgess and April A. Burgess**, of Brunswick, Cumberland County, Maine, in consideration of One Dollar and other good and valuable consideration, paid by **J. Douglas Deihl, Jr. and Clara M. Ross**, of Standish, Cumberland County, Maine, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said **J. Douglas Deihl, Jr. and Clara M. Ross** as joint tenants and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land, together with any buildings thereon, bounded and described as follows:

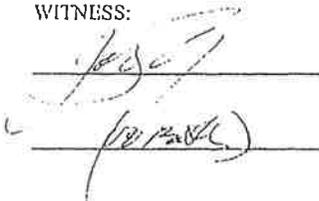
SEE EXHIBIT A ATTACHED HERETO

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said **J. Douglas Deihl, Jr. and Clara M. Ross**, as joint tenants and not as tenants in common, and their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivors of them, to them and their use and behoof forever.

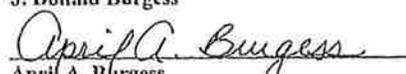
And we do COVENANT with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all encumbrances, that we have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantees, their heirs and assigns, and the survivor of them, and the heirs and assigns of the survivor of them, forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we the said **J. Donald Burgess and April A. Burgess** have hereunto set our hands and seals this 29th day of September, 2000.

WITNESS:





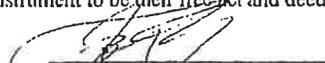
J. Donald Burgess


April A. Burgess

STATE OF MAINE
County of Cumberland

September 29, 2000.

Then personally appeared before me, the above named **J. Donald Burgess and April A. Burgess** and acknowledged the foregoing instrument to be their free act and deed.



Notary Public/Attorney at Law

MAINE REAL ESTATE TAX PAID

BK 580 1 PG 314

Exhibit A—

A certain lot or parcel of land, together with the improvements (if any) thereon, located in the Town of Brunswick, County of Cumberland and State of Maine, more particularly described as follows, to wit:

Beginning at a point on Crestview Lane (formerly known as Camelot Way) which point is the northwest corner of Lot #9 as shown on a Standard Boundary Survey and Major Subdivision Plan of Crestview Estates Granite Farm Road, Brunswick, Maine for J. Donald Burgess, which plan was approved by the Brunswick Planning Board on March 25, 1997 and is recorded in the Cumberland County Registry of Deeds, Plan Book 197, Page 116;

Thence S 33° 09' 10" E along the northeasterly boundary of Lot 9 on said Plan a distance of 658.82' to a 5.8 rebar set in the ground;

Thence N 57° 24' 42" E a distance of 186.83' to a rebar set in the ground;

Thence S 83° 29' 34" E a distance of 200.00' to land now or formerly of John R. Chester;

Thence N 3° 21' 57" E along land of said Chester a distance of 632.75' to 3 and 1/4" disc set in the ground;

Thence S 83° 29' 47" E a distance of 181.28' to a 1 1/4" rod set in the ground;

Thence N 28° 41' 30" E along land now or formerly of Mary J. Penner, land of McCauley Lord and Carol A. Lestock, and land now or formerly of Richard and Sara Porter a distance of 645.74' to a 1" pipe found in the ground, marking the corner of land now or formerly of Daniel W. Cecil and Nancy J. Hynes;

Thence N 84° 01' 35" W along said land of Cecil and Hynes a distance of 941.59';

Thence S 17° 11' 42" W along said land of Gepford a distance of 324.37' to a rebar set in the ground at the northeast corner of Lot number 10 on the aforementioned Plan;

Thence S 17° 38' 12" E along said Lot #10 a distance of 476.34' to a rebar set in the ground;

Thence turning on a Delta of 12° 43' 12" with a radius of 475' and Arc of 105.45' along the southerly lot line of said Lot #10 to a rebar set in the ground;

Thence N 83° 07' 43" W a distance of 219.73' to a rebar set in the ground;

Thence turning on a Delta of 75° 31' 21" with a radius of 25' and Arc of 32.95' along the lot line to a rebar set in the ground at the sideline of Crestview Lane;

BK 580 | PG 315

Thence Southwesterly along the side of Crestview Lane a distance of 88.44' to the point of beginning.

Meaning and intending to convey a lot containing 19.85 acres, and shown on the above referenced Plan as two lots one entitled Remaining Land of J. Donald Burgess and April A. Burgess not encumbered by Conservation Easement (15.69 acres) and one entitled Remaining Land of J. Donald and April A. Burgess encumbered by Conservation Easement (4.16 acres).

Also conveying, in common with the Grantor and others, a right of way for vehicles, pedestrians and all utilities normally associated with residential use, including without limitation cable television, phone, electricity, water, gas, and sewer, over the full extent of the Granite Farm Road and Camelot Way now known as Crestview Lane as laid out on said plan.

Also including an undivided interest in common with the Grantor herein and others, in and to parcel two and parcel three of the Conservation Easement area as identified on said Plan. This interest in common in the land shown as subject to the Conservation Easement may not be further divided by the Grantees herein, nor may it be sold or otherwise disposed of or transferred except that it may be included in any transfer made to a financial institution, bank or other mortgage holder as a portion of the property given to secure any loan, or the interest may be transferred to a municipality, or other public or non profit institution.

**Restrictive Covenants
Burgess Subdivision, Crestview Estates**

The above described parcel is conveyed subject to the following covenants and restrictions which shall run with and bind the title to the land herein conveyed, and all other lots in the Burgess Subdivision which is entitled Crestview Estates, Granite Farm Road, Brunswick, Maine dated December 13, 1996, and Recorded in the Cumberland County Registry of Deeds, Plan Book 197, Page 116.

1. The land conveyed hereby shall be used only for single family residential purposes. An additional apartment within the residential structure may be constructed to be occupied by a member of the lot owner's immediate family, in the manner commonly known as an "in law" apartment. No trailers, mobile home or other temporary structures shall be placed or maintained on said land and used for residential occupancy. Any such trailer, mobile home or other temporary structure may not be hooked up to water well or septic system, and only may be stored, on a temporary basis, on such land so long as all appropriate state licenses are obtained, and it is garaged or otherwise screened from view from the road or reserved fields. No trade, business or commercial activity of any nature shall be conducted on said land, unless it is conducted within the residence, has no more than one (1) employee other than the lot owner and immediate family who live within the residence, and does not generate traffic of more than one (1) car per hour.

2. **Building Specifications.** No building, or other structure or installation or anything used for habitation shall be erected, placed, constructed, altered or maintained on the land conveyed herein until the plans with specifications, including the location on the land, have been filed with and approved in writing by the Grantors, their successors and assigns. The gross living area of any dwelling exclusive of porches, breezeways and garage shall be at least 1800 square feet. No building shall exceed 2 ½ stories in height. Buildings shall have exterior siding to be either natural, painted or stained wood, brick or stone. Building design, including but not limited to roof shapes, building orientation, exterior color, material texture and window treatment shall be of a character harmonious with the natural rural setting of the land. No structure shall be markedly conspicuous. All plans for the construction, showing the proposed structures, architectural elevations, and locations upon the lot, shall be submitted to the Grantors or the Grantors' agent prior to the commencement of construction, and Grantors or Grantors' Agent shall have the right to reject such plans if they do not conform to the above aforementioned considerations. Approval shall not be unreasonably withheld. Grantors or Grantors' Agent shall give their decision or acceptance or rejection within twenty (20) days of the receipt of said plans, and this decision shall be final and not subject to any review.

In the event the Grantors or their Agent fail to give a decision within twenty (20) days of receipt of said plan, said plan shall be deemed to have been accepted. The provisions of this paragraph shall terminate when all of the lots within the Burgess Subdivision (Crestview Estates), Phase I and Phase II have been sold and each principle residents' plan approved. All buildings shall have the roof and outside finished, the restoration of disturbed ground including grading and seeding or mulching, completed within one (1) year after construction is begun.

3. No livestock, animals or poultry shall be kept or maintained or allowed on the land herein conveyed other than household pets or horses. No owner may have more than two (2) horses per lot, and no lot may be used for commercial stable purposes. Horses kept on the lot shall be owned by the lot owner or the immediate family of the lot owner.
4. No garbage, trash, noxious or offensive objects, junk automobiles or other vehicles which do not pass the State of Maine Motor Vehicle Inspection laws shall be kept, maintained or allowed on the land conveyed herein.
5. All buildings, structures, installations and other improvements including sewer and water systems to be erected, maintained or altered upon said land must comply with all state, municipal and other governmental laws, rules and regulations; all outdoor fires must comply with applicable state and municipal laws and ordinances and of any provision therein differs therefrom, such differences shall not be construed as a waiver by the Grantors of the necessity of compliance hereof.
6. All owners will become members of the Crestview Estate Homeowners Association. The homeowners association shall also be responsible for the maintenance of the common areas within the subdivision. By acceptance of the deed to a lot in the Burgess Subdivision (Crestview Estates), the Grantee acknowledges that the Association will be conveyed title to the common area within the subdivision which are subject to a conservation easement, on or before the Grantors' sale of all of the lots within Phase I and a proposed Phase II of the subdivision. Such Homeowners Association will be formed no later than the time of the conveyance of the first lot within the Burgess Subdivision. Additionally:
 - (A) The field areas within the common area of the Burgess Subdivisions (Crestview Estates) which are subject to a conservation easement shall be maintained as field by mowing or brushhogging at least once per year, under the guidance of the Brunswick Conservation Commission. The Crestview Estates Homeowners Association shall provide for the management and costs of this responsibility which was a requirement of the Brunswick Planning Board as a condition of subdivision approval. These costs shall be shared equally by all lot owners.

7. The lot owners agree to preserve, to the maximum extent possible, the natural tree growth on the lots. Absolutely no commercial harvesting of trees is permitted. For those lots which abut that portion of the common area which is predominately field, there shall be no cutting within 50' of the common area boundary except to remove dead or diseased wood.
8. Outdoor lighting shall be installed in such manner that it will not shine on other lots, or into the homes of any other person residing in the development. There shall be no sodium vapor lights installed on any lot.
9. The covenants and restrictions contained in Paragraphs 1-8 shall run with and bind the land herein conveyed from J. Donald and April A. Burgess to the Grantees until June 30, 2014. The Grantors, their successors and assigns, shall have the right at any time or times during such period to proceed at law or in equity against any person violating or attempting to violate any of the provisions. Failure to enforce any provision herein contained in any particular instance shall not be deemed a waiver of the right to do so as to the same on any subsequent or other violation.
Nothing herein shall prevent the owner or owners of land subject to the within covenants and restrictions from enforcing said covenants and restrictions against the owner or owners of other land so restricted. In the event that the Grantors, or any other lot owner, must go to court or take other legal action in order to enforce these covenants and is successful in doing so, the owner of the land which was found to be in violation of these covenants shall pay the costs of court, including legal fees, of the person or persons bringing the action.

RECEIVED
RECORDED REGISTRY OF DEEDS

2000 OCT 24 AM 9:36

CUMBERLAND COUNTY

John B. Abrein

Warranty Deed

{Statutory Short Form}

KNOW ALL MEN BY THESE PRESENTS, that RANDOLPH H. KLATT AND KAREN J. KLATT, of Brunswick, Maine, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid by JOHN J. SPERZEL AND PATRICIA SPERZEL, of Brunswick, Maine, the receipt whereof is hereby acknowledged, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said JOHN J. SPERZEL AND PATRICIA A. SPERZEL, as Joint Tenants, with Warranty Covenants, their heirs, successors and assigns forever, as follows:

A certain lot or parcel of land with the buildings thereon situated in Brunswick, County of Cumberland and State of Maine, and being more particularly described as follows:

All that lot designated "Phase II new Lot B 2.76 Acres" on a Standard Boundary Survey and Subdivision Plan of Crestview Estates Phase II dated November 6, 2000 by Brian Smith Surveying, Inc., recorded in the Cumberland County Registry of Deeds at Plan Book 201, Page 2. Said Plan with its record, reference is hereby made for a further and more complete description of the lot conveyed herein.

Lots A and B on the above referenced plan of Crestview Estates Phase II share a common driveway for a distance of 100 feet. Maintenance and repair of this 100 foot stretch shall be shared equally by the owners of Lots A and B.

Also conveying a right-of-way for vehicles, utilities and pedestrians over the 50 foot by 100 foot right-of-way which abuts said lot, and over the full extent of Camelot Way, and over Granite Farm Road, to the town road known as Casco Road, all as shown on the above referenced plan.

Subject However, to those notes, covenants and restrictions shown or referred to on the above referenced plan.

Further Subject However, to those Restrictive Covenants for Burgess Subdivision, Crestview Estates, as described in the deed to the Grantors herein recorded in the Cumberland County Registry of Deeds at Book 17649, Page 091.

MAINE RES ESTATE TAX PAID

The corners of the herein conveyed lot are marked with 5/8 inch rebars marked "B. Smith-Smith #1175".

Meaning and intending to convey and hereby conveying, all that property described in a deed to Grantors herein by J. Douglas Deihl, Jr. and Clara M. Ross, dated May 10, 2002 and recorded in the Cumberland County Registry of Deeds at Book 17649, Page 091.

To HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said John J. Sperzel and Patricia A. Sperzel, as joint tenants, their heirs, successors and assigns, to their own use and behoof forever.

IN WITNESS WHEREOF, the said Randolph H. Klatt and Karen J. Klatt have hereunto set their hand and seal this 5th day of September 2003.

SIGNED, SEALED AND DELIVERED
in the presence of

Randolph H. Klatt
Randolph H. Klatt

Karen J. Klatt
Karen J. Klatt

STATE OF MAINE
COUNTY OF Sagadahoc

9/5, 2003

Then personally appeared the above named RANDOLPH H. KLATT AND KAREN J. KLATT and acknowledged the foregoing instrument to be his free act and deed.

Robert Dauphinee
Notary Public/Attorney at Law
ROBERT DAUPHINEE
Notary Public, Maine
My Commission Expires April 11, 2008

Received
Recorded Register of Deeds
Sep 16, 2003 09:47:12A
Cumberland County
John B. D. Brien

WARRANTY DEED

Know All Men By These Presents That We, John J. Sperzel and Patricia Sperzel of 61 Crestview Drive, Brunswick, County of Cumberland and State of Maine,

for consideration paid, grant to Roland D. Guerette and Diane L. Guerette of 24 Old Farm Road, Topsham, County of Sagadahoc and State of Maine as Joint Tenants

with **WARRANTY COVENANTS:**

A certain lot or parcel of land together with any buildings thereon situated in Brunswick County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

In Witness Whereof, we have hereunto set our hand(s) this 30th day of September, 2005.

MAINE REAL ESTATE TAX PAID

Bonnie L. Campbell
Witness

John J. Sperzel
John J. Sperzel
Patricia Sperzel
Patricia Sperzel

State of Maine
County of Cumberland

ss.

On this 30th day of September, 2005, personally appeared before me the above named

John J. Sperzel and Patricia Sperzel and acknowledged the foregoing to be his/her/their free act and deed.

Bonnie L. Campbell
Notary Public, Attorney at Law

Return to: Roland D. Guerette

BONNIE L. CAMPBELL
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES FEBRUARY 14, 2008

Exhibit A - Deed

A certain lot or parcel of land with the buildings thereon situated in the Town of Brunswick, County of Cumberland and State of Maine, and being more particularly described as follows:

All that lot designated "Phase II new Lot B 2.76 Acres" on a Standard Boundary Survey and Subdivision Plan of Crestview Estates Phase II dated November 6, 2000 by Brian Smith Surveying, Inc., recorded in the Cumberland County Registry of Deeds at Plan Book 201, Page 2. Said Plan with its record, reference is hereby made for a further and more complete description of the lot conveyed herein.

Lots A and B on the above referenced plan of Crestview Estates Phase II share a common driveway for a distance of 100 feet. Maintenance and repair of this 100 foot stretch shall be shared equally by the owners of Lots A and B.

Also conveying a right-of-way for vehicles, utilities and pedestrians over the 50 foot by 100 foot right-of-way which abuts said lot, and over the full extent of Camelot Way, and over Granite Farm Road, to the town road known as Casco Road, all as shown on the above referenced plan.

Subject, However, to those notes, covenants and restrictions shown or referred to on the above referenced plan.

Further Subject However, to those Restrictive Covenants for Burgess Subdivision, Crestview Estates, as described in the deed to the Grantors herein recorded in the Cumberland County Registry of Deeds at Book 17649, Page 091.

This lot is further subject to the restriction that no trees shall be cut or removed from a buffer of 30' feet wide adjoining Lot 39 on said Plan.

Reference is hereby made to a deed from Randolph H. Klatt and Karen J. Klatt dated September 5, 2003 to John J. Sperzel and Patricia Sperzel and recorded in the Cumberland County Registry of Deeds in Book 20200, Page 6

Reviewed/Initialed



Received
Recorded Register of Deeds
Oct 04:2005 11:34:10A
Cumberland County
John B O'Brien

COPY

74 Crestview Lane
Brunswick, Maine 04011
May 30, 2012

J. Scott Davis, Bar Counsel
Board of Overseers of the Bar
97 Winthrop Street, P.O. Box 527
Augusta, Maine 04332-0527

Re: B.C.F. # 12-170-James A. Hopkinson, Esquire
74 Crestview Lane, Brunswick, Maine

Dear Mr. Davis:

This letter is in response to a grievance complaint filed against Attorney James A. Hopkinson by John J. Sperzel.

In Mr. Sperzel's complaint, Mr. Sperzel alleges that Attorney Hopkinson did not represent me. However, such is not the case. Attorney Hopkinson has been my attorney for all times relative to Mr. Sperzel's complaint and for times prior to Mr. Sperzel's complaint.

At the time Attorney Hopkinson wrote to Mr. and Mrs. J. Donald Burgess of Tampa, Florida, he was my attorney, working for me and at my direction and request. My ex-husband, Peter D. Champagne, and I purchased from the Burgesses a 7.39 acre parcel in Brunswick, Maine. We purchased the property on June 3, 1994, prior to the creation of the Crestview Estate Subdivision by the Burgesses. The lots created in the Crestview Estate Subdivision are significantly smaller than the 7.39 acre parcel of land that we purchased. When the Burgesses were proceeding through approvals of the Crestview Estates Subdivision, they approached my husband and me and proposed that they include our lot in their development. We decided to wait until our children were older to divide the property. As a result of these initial conversations with the Burgesses, my ex-husband and I had numerous additional conversations over the years with the Burgesses regarding a release of the restriction on division of our lot that was contained in our deed. The Burgesses have been well aware that the reason we had requested the restriction be removed was for the specific purpose of subdividing the land to allow further development of the lot. Each time we had raised the issue with the Burgesses, they had stated that they would execute any necessary documents to remove the restriction from our lot so that we could subdivide our lot into a size compatible with the remaining Crestview Estate Subdivision lots. One of the reasons the Burgesses had originally approached us about developing the land was because they wanted the lots to be more uniform in size. It was not until recently, after my divorce from my husband was completed, that I pursued the formality of obtaining and recording a release of the restriction. Mr. Hopkinson's letter accurately addresses these facts.

Before Attorney Hopkinson wrote to the Burgesses, I had called them to let them know he would be writing to them and would be forwarding to them the documentation to release the deed restriction. I have maintained a good relationship with the Burgesses and they were aware of my

divorce and the financial situation that my ex-husband had left me in. They knew I was having difficulty with my finances.

Mr. Sperzel apparently believes that Attorney Hopkinson misrepresented to the Burgesses the fact that I consider 74 Crestview Estate to be "my property". What Mr. Sperzel fails to advise you of is the fact that I have lived at 74 Crestview Estate from approximately June 1994, without interruption, through, to and including the date of this letter. Prior to our divorce my ex-husband, alone, had borrowed funds for his business that he did not repay, and it took a great deal of work by myself, and by Attorney Hopkinson, to ensure that I was not forced to move from my property. These efforts were successful. Notwithstanding the actions by the bank I have never had to move from my residence. Although the bank completed its foreclosure during times that we were negotiating, I never had to move from my home.

Attorney Hopkinson also represents John Gordon. He represents Mr. Gordon with my knowledge and consent. Mr. Gordon's actions have and will also help ensure that I am able to remain in my house.

Mr. Sperzel's motivation in writing the complaint to you regarding my attorney, an individual who I do not believe he has ever met, is solely in an effort to interfere with the subdivision application that has been submitted by John Gordon to the Town of Brunswick to approve the subdivision that I have envisioned completing for a number of years. It is this subdivision of the property that will assist in ensuring that I am able to remain in my home for the foreseeable future. Mr. Gordon is doing this with my knowledge and consent. I have a history with Mr. Sperzel doing things that have caused me to fear for my safety and I have previously had to involve the police.

It is interesting to note that Mr. Sperzel complains of my and my attorney's actions in subdividing my property, notwithstanding the fact that the subdivision of the lot is being done publicly and is not being carried out in a clandestine fashion. The subdivision application is a matter of public record for which property owners like Mr. Sperzel receive written notice. Mr. Sperzel has been the beneficiary of a similar release and relaxation of the restrictions in that he bought a lot adjacent to his property that was not allowed to be created due to the same restrictions contained in my deed. My deed contains a two way restriction that required the Burgesses to restrict other lots from further subdivision. The Burgesses sold a lot that was then subdivided and Mr. Sperzel purchased the lot without a release from me or my ex husband. Public records show that Mr. Sperzel purchased the lot in 2003 for \$76,500.00 and sold the lot in 2005 for \$114,000.00, all without obtaining approval from us.

I urge you to find that Mr. Sperzel's complaint is without merit and is motivated only by his desire to stop the division of my lot.

Very truly,



Kerry Champagne



Town of Brunswick, Maine

INCORPORATED 1739

OFFICE OF PLANNING AND DEVELOPMENT

28 FEDERAL STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

May 25, 2012

John Gordon
74 Crestview Lane
Brunswick, Maine

Re: Case Number 012-014 - Crestview Subdivision Amendment

Dear John:

This letter is to inform you that your application to amend the Crestview Subdivision, submitted to the Planning and Development Office on April 30, 2012, is incomplete. Once you submit the following materials staff can find the application complete and forward it to the Staff Review Committee and Planning Board for review.

To complete the application, please submit the following items referenced by Zoning Ordinance Section:

- 1) Section 412.2.B.5 – *Existing zoning district and overlay zone designations*: The Rural Brunswick Smart Growth Overlay Zone is not shown on your submitted plan.
- 2) Section 412.2.B.10 – *Existing and proposed easements associated with the development*: You only show one of the three conservation easement parcels associated with this development on your submitted plan.
- 3) Section 412.2.B.26 – *Dedicated public open spaces, areas protected by conservation easements, and existing and proposed open spaces or recreation areas*. You only show one of the three conservation easements parcels associated with this development on your submitted plan.
- 4) Section 412.2.C.2 – *Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners' association declaration and by-laws, and such other agreements or documents as are necessary to show the manner in which conservation land will be owned, maintained, and protected*: The conservation easement deeds associated with the development were not submitted.

Thank you and please call me with questions.

Sincerely,

Kris Hultgren
Town Planner

Cc Anna Breinich, Director, Planning and Development Department



RICHARD J. REZZO
Chief of Police

Town of Brunswick, Maine

INCORPORATED 1739

Police Department

187 Brunswick St., Brunswick, Maine 04017-1531

Phone: (207) 735-1174 • Fax: (207) 735-4827

www.brunswickpd.org

e-mail: info@mainesaked.org

MARC R. HAGAN
Deputy Chief

MARK M. WALTZ
Captain

July 3, 2012

Mr. Derek Olson
Maine Department of Transportation
Augusta, Maine 04333

Re: Crestview Lane, Brunswick

Dear Mr. Olson:

We would like to request that a speed limit be set for *Crestview Lane* in Brunswick.

Thank you for your assistance in this matter. Please do not hesitate to contact me if you have any questions.

Sincerely,

Mark M. Waltz,
Captain

MMW/tt

Kris Hultgren

From: Anna Breinich
Sent: Tuesday, July 03, 2012 12:40 PM
To: Kris Hultgren
Subject: Fw:
Attachments: Crestview Lane Brunswick.pdf

Sent from my Verizon Wireless 4G LTE DROID

-----Original message-----

From: Captain Mark Waltz <mwaltz@brunswickpd.org>
To: "derek.olson@maine.gov" <derek.olson@maine.gov>
Cc: John Foster <jfoster@brunswickme.org>, 'Chief' <rrizzo@brunswickpd.org>, "mhagan@brunswickpd.org" <mhagan@brunswickpd.org>, Anna Breinich <abreinich@brunswickme.org>, Gary Brown <gbrown@brunswickme.org>
Sent: Tue, Jul 3, 2012 16:04:12 GMT+00:00
Subject: null

Derek –

Good morning and welcome to the area!

John Foster tells me that you are now the person we should request speed limits from. We would like to request that a speed limit be set for Crestview Lane in Brunswick (letter attached). I think John might have mentioned it to you in a recent phone conversation.

Crestview Lane leads into a residential subdivision and ends with a cul-de-sac. One end of the street is very rural and passes through a farm, the other end (where the houses are) would likely meet the definition of a compact area.

Please do not hesitate to contact me if you need anything further from us. I'm sure I will be running into you soon at one project meeting or another.

Thanks,

Mark

Captain Mark M. Waltz
Brunswick Police Department
28 Federal Street
Brunswick, ME 04011
(207) 725-5521
(207) 725-6627 (Fax)

Planning Staff to
Conservation Commission
6/15

Crestview Subdivision Amendment
Open Space Subdivision/Rural Brunswick Smart Growth Overlay
Case Number: 12-014
74 Crestview Lane: Map 27, Lot 27

The Conservation Commission is asked to review and comment on two issues for the Crestview Subdivision Amendment: The density allowance based on the amount of open space protection and the habitat disturbance mitigation based on the Rural Brunswick Smart Growth Overlay District (RBSG).

Density Allowance and Open Space Protection

A calculation of overall density is part of this packet. It details the total area of the original subdivision as 99.73 acres less wetlands and ROW (89.78 ac). In the Coastal Protection 1 (CP1) Zone at least 50 acres of open space must be permanently protected to qualify as an Open Space Subdivision. This was accomplished by permanently protecting 53.52 acres. The density factor in the Coastal Protection 1 Zone is 4 acres per unit. This means a total of 22 units ($89.78 / 4$) could be developed within this development. To this point the subdivision has ten. An additional two units is permissible.

Rural Brunswick Smart Growth Overlay District

The subject parcel (Map 27, Lot 27) is within the Rural Brunswick Smart Growth (RBSG) Overlay District and entirely encumbered by a Wildlife Corridor.

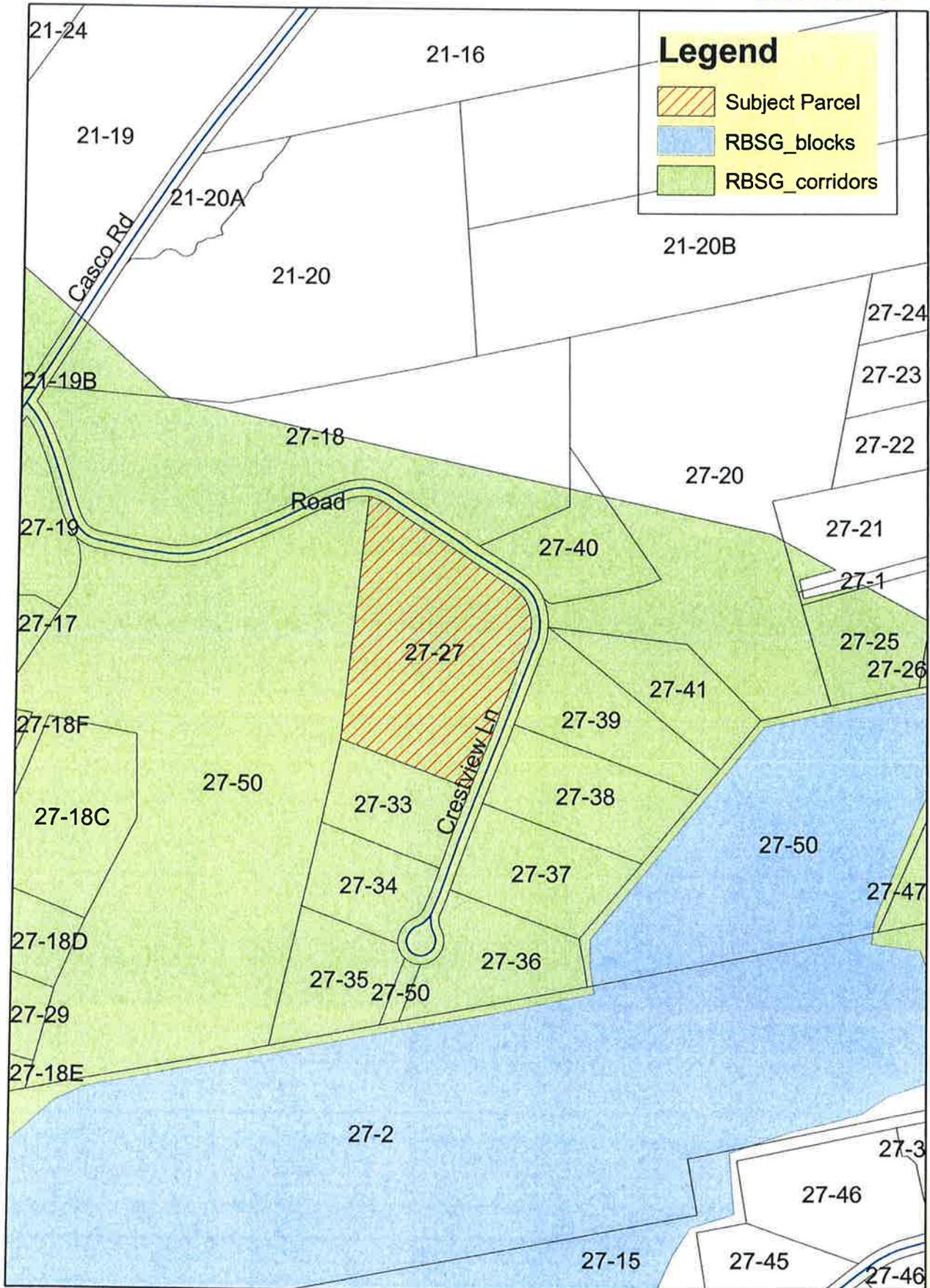
Section 217 of the Zoning Ordinance details the standards of the RBSG District. The table in Section 217.4 describes the requirements for habitat disturbance mitigation for parcels within a Wildlife Corridor.

In this case the original or "mother" parcel is the subject parcel because it was created by a conveyance from the original owner prior to the 1996 subdivision and then included as part of the 1996 subdivision. This parcel is 7.39 acres and is entirely within the RBSG Wildlife Corridor. The proposed disturbed area is 2.8 acres (0.9 acres + 0.9 acres + 1 acre). The area of overlay district within the original parcel proposed for disturbance is approximately 38%. Again, the area of the original or "mother" parcel within the overlay is 100%. According to the table in Section 217.4 this requires a 1:1 mitigation. This means the applicant must permanently protect at least 2.8 acres of the original parcel. The attached map shows enough remaining land on the original parcel to meet this standard.

The Conservation Commission is asked to review the proposed area for permanent protection and offer comment to the Planning Board. The Planning Board meets to review the protected lands at its Sketch Plan meeting on July 10.

Crestview Subdivision - RBSG

Planning Staff
to Conservation
Commission 6/15



**BRUNSWICK PLANNING BOARD
TUESDAY, MAY 22, 2012**

MEMBERS PRESENT: Chairman Charlie Frizzle, Vice Chair Margaret Wilson, Jeff Peters, Dana Totman, Richard Visser and Steve Walker

STAFF PRESENT: Anna Breinich and Kris Hultgren

A meeting of the Brunswick Planning Board was held on Tuesday May 22, 2012 at the Municipal Meeting Facility at Brunswick Station, 16 Station Ave. Chairman Charlie Frizzle called the meeting to order at 7:00 P.M.

Case Number: 12-013, Brunswick Station Site Plan and Subdivision Extension (Assessor's Map U16, Lots 1, 1A, 15, 19, and 21).

Kris Hultgren reviewed his Memo to the Planning Board dated May 17, 2012 and stated that the developers are requesting an extension of their site plan and subdivision approvals. He stated that the plan was originally approved in June, 2008 and a site plan extension was granted in 2010. Kris stated that they are seeking another 2 (two) year site plan extension along with a subdivision extension good for 5 (five) years. Kris stated that Kevin Clark from Sitelines for JHR Development was present to answer any questions; no questions were asked.

MOTION BY DANA TOTMAN TO APPROVE THE EXTENSION OF THE BRUNSWICK STATION SITE PLAN FOR 2 (TWO) YEARS AND THE BRUNSWICK STATION SUBDIVISION PLAN FOR 5 (FIVE) YEARS. SECONDED BY JEFF PETERS, APPROVED UNANIMOUSLY.

Police Station Design Review: The Village Review Board will join the Planning Board to review a presentation by the police station architects.

Village Review Members Present: Chair Emily Swann, Vice Chair Janet Roberts, Betsy Marr, Laurie Leader arrived at 7:10 and Brooks Stoddard arrived at 7:15

Brett Donham from Donham & Sweeny Architects also representing Douglass Richmond Architects stated that he has met with the Police Department Building Committee roughly ten times for design review and noted that the building designs and layout represent the most appropriate way to put this use on this site located at the corner of Stanwood Street and Pleasant Street. Mr. Donham stated that he is here tonight to identify any adjustments in the design that may steer the committee in another direction or affect the cost estimate of the building. He explained that the intent is to present to the Building Committee on June 12th the most accurate cost estimate possible.

Mr. Donham presented a power point presentation to the Planning Board and the Village Review Board.

Chairman Charlie Frizzle of the Planning Board asked members if they had questions. Richard Visser asked if the entrance and exits were placed as far away from the intersection as possible. Mr. Donham stated that the Stanwood entrance/exit is as far back as possible and added that there are intentions that a slip lane will be added in the future. Mr. Donham stated that the entrance/exit on Pleasant Street is being effected by the location of a 30 caliber Oak tree which they wish to retain. Emily Swann of the Village Review Board stated that it is appropriate that they intend on keeping the large shady trees as they set tone and continuity.

Margaret Wilson of the Planning Board asked about expansion space and Mr. Donham replied that there is expansion included in the layout; some of the furniture located on the first floor can be removed and in the future expanding out the back and front will be manageable with the current setbacks but noted that they may run into issues with the footprint.

Brooks Stoddard of the Village Review Board commended the architects for the care that they have put into the design of the building.

Dana Totman of the Planning Board, asked if the parking area to the east was a circle or if people will have to go back south to exit. Mr. Donham replied that people will need to go back south and go out the main entrance and noted that people parking there will be employees. Dana stated that in reference to the exits/entrances, if the lower portion of Pleasant Street were to become two-way, issues may arise for those attempting to make a left hand turn into the parking lot, but noted that there isn't typically a lot of traffic going into a police station. Mr. Donham stated that they currently envision the Stanwood Street entrance/exit as the entrance/exit for the Police.

Betsy Marr of the Village Review Board suggested that the window trim be dark green instead of white. Mr. Donham replied that he will note this suggestion for the Building Committee to consider.

Margaret Wilson of the Planning Board stated that she is worried about headlights and the neighbors at night and noted that there will be a number of initial plants but that they will be small in the beginning; she would like consideration for a sweep if people do not exit from the far east. Mr. Donham replied that he will take another look but noted that there are fewer employees exiting/entering for the night shift. Mr. Donham noted that the house located in the lower southeast corner is raised quite a bit, but he will check again.

Janet Roberts of the Village Review Board noted that the Pleasant Street side overhang seems to break up the massing of the building but that it is very utilitarian; she asked what other designs will be available. Mr. Donham replied that there are many options available as well as smaller improvements that will be made as they move further into the process.

Jeff Peters of the Planning Board stated that he would like to see another traffic study through the intersection. He stated that he would like to see how the traffic impact /

pattern will be affected on Stanwood Street with the anticipated police entrance/exit location.

Steve Walker noted that the front setbacks seem roomy and asked if it would make sense to bump the building closer to the street. Mr. Donham stated that the Building Committee asked them to look at this and show the committee what the building would look like creeping closer to the street, but noted that they have been asked to leave space at the corner to leave room for a future roundabout.

Chairman Charlie Frizzle of the Planning Board opened the meeting to the public hearing.

Rita Worthing stated that the hip roof helps reduce the mass of the building. She stated that she originally felt that the building should be closer to the street, but with the financing situation she realized that the building couldn't be so close in order to keep the massing down.

Chairman Charlie Frizzle of the Planning Board closed the public hearing.

Chairman Charlie Frizzle of the Planning Board closed the joint workshop with the Village Review Board.

Case Number: 12-015, Unitarian Church Construction: The Board will review and take action on a joint **Sketch Plan and Final Plan** application submitted by the Unitarian Universalist Church of Brunswick, Maine to construct a single-story 6,044 square foot footprint addition to an existing 1,728 square foot building located on the site; **(Assessor's Map U13 Lot 73 & 74) in the Town Center 1 (TC1) Zoning District.**

Kris Hultgren reviewed his Memo to the Planning Board dated May 17, 2012 and stated that this proposal is to replace the building burnt down in 2011. The proposed structure would attach to an existing 1,728 square foot building and would have a footprint of 6,044 square feet. Kris stated that the applicant plans to use existing parking with similar traffic impacts as the former building. Kris noted that the applicant received approval from the Village Review Board for the design of the building at their meeting of May 15, 2012.

Kurt Neufeld from Sitelines stated that in 2011 the church sustained substantial structural damage due to 100 year old faulty wiring. He stated that after considering moving to church owned property on Gurnet Road, they realized that the church fabric was in the downtown area. Kurt stated that the original location is small and they intend to take what was a two-story church to a one-story church with useful area. The changes to the location will include a landscaping change on the corner of Pleasant and Middle Street with 3 (three) new trees, bushes and shrubs. Kurt stated utilities are all set and Central Maine Power will drop a new line; they are currently seeking to place the lines on Middle Street underground. The entrance will be located on Middle Street. Kurt reviewed the building plans and the location where they intend to join the new addition to the Pennell

House. He stated that elements of the design include a frosted glass tower, the existing bell in the bell loft, rose window, highlight windows on the sides, green roof with plants, and clappard siding.

MOTION BY MARGARET WILSON THAT THE MAJOR DEVELOPMENT REVIEW APPLICATION IS DEEMED COMPLETE. SECONDED BY RICHARD VISSER, APPROVED UNANIMOUSLY.

Richard Visser noted that there was a fair amount of discussion in the Staff Review Committee about parking and asked how many the sanctuary seats. Kurt Neufeld replied that he believed it seats roughly 250 people and noted that the new design is much more efficient than the old church. Richard stated that usually a church is considered full at 70% with roughly 2.3 persons per vehicle; in the past this has been workable, but asked staff if there needs to be any waivers since it is new construction. Kris replied no and stated that the Codes Enforcement Officer and Planning Staff met with the applicant specifically about parking and based on the analysis of the old building square footage and the new building square footage, along with the fact that the sanctuary is technically smaller, the grandfathering clause still applies.

Steve Walker noted that in the Village Review Board notes for Pleasant Street, they asked Sitelines to look into adding an eyebrow and asked if this was added. Kurt Neufeld replied that it was added.

Chairman Charlie Frizzle opened the public hearing; no public present and the public hearing was closed.

MOTION BY STEVE WALKER THAT THE BOARD WAIVE THE FOLLOWING REQUIREMENTS:

1. Section 412.2.B.8- Name, location and width of paving for proposed roads
2. Section 412.2.B.14- Location of proposed cross section of sanitary sewers
3. Section 412.2.B.16- Class A Soil Survey

SECONDED BY MARGARET WILSON, APPROVED UNANIMOUSLY.

MOTION BY STEVE WALKER THAT THE SKETCH AND FINAL PLAN IS APPROVED WITH THE FOLLOWING CONDITION.

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and material submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing official, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.

SECONDED BY DANA TOTMAN, APPROVED UNANIMOUSLY.

Other

No other business.

Minutes

MOTION BY MARGARET WILSON THAT THE MINUTES OF MARCH 13, 2012 BE APPROVED. SECONDED BY RICHARD VISSER, APPROVED AMONG THOSE PRESENT.

Adjourned

This meeting was adjourned at 8:40 P.M.

Attest

Tonya D. Jenusaitis
Recording Secretary

**BRUNSWICK PLANNING BOARD
TUESDAY, JUNE 5, 2012**

MEMBERS PRESENT: Chairman Charlie Frizzle, Vice Chair Margaret Wilson, Jeff Peters, Dana Totman, Richard Visser and Steve Walker

STAFF PRESENT: Kris Hultgren

A meeting of the Brunswick Planning Board was held on Tuesday June 5, 2012 at the Municipal Meeting Facility at Brunswick Station, 16 Station Ave. Chairman Charlie Frizzle called the meeting to order at 7:00 P.M.

Case Number: 12-017 Atlantic Coast Towing: The Board will hold a public hearing on a Special Permit application submitted by Rachel and Charles Lounder for a towing service on a parcel located at 84 Old Bath Road (**Assessor's Map 45, Lot 2A**) in the **Mixed Use 1 (MU1) Zoning District.**

Kris Hultgren stated that this was an application submitted by Rachel and Charles Lounder to move their towing business from 64 Water Street to 84 Old Bath Road. He stated that the applicant is seeking approval of a Special Permit before moving forward to development review and noted that there has been no public comment regarding this application.

Rachel Lounder, applicant, stated that she and her husband are looking to settle into a property where they can live and watch the business at the same time. She stated that the property is 5 acres and they will need to build a garage in the future but they would like to have the Special Permit before moving forward.

MOTION BY DANA TOTMA THAT THE SPECIAL PERMIT IS DEEMED COMPLETE. SECONDED BY JEFF PETERS, APPROVED UNANIMOUSLY.

Margaret Wilson asked if the current business has a garage; Rachel Lounder replied that they do not have a garage where they live now, but they do use other facilities/locations that do have garages. Margaret asked if the garage was essential and Charles Lounder replied that a garage is essential due to the nature of some of the vehicles that they tow for the police and also to make minor repairs on the towing vehicles. Charles stated that they are on the Brunswick Police towing list and they are contracted with AAA; for AAA they have instances where the owner is out-of-state and the vehicles need to be indoors due to an accident and the police sometimes need the vehicle secured for evidence.

Chairman Charlie Frizzle opened the meeting to the public hearing; no public present and the public hearing was closed.

MOTION BY MARGARET WILSON THAT THE SPECIAL PERMIT IS APPROVED WITH THE FOLLOWING CONDITION:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and material submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing official, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.

SECONDED BY RICHARD VISSER, APPROVED UNANIMOUSLY.

Other

- Meeting to be held on June 26 for a sketch plan to construct a medical office building in the Cooks Corner Zoning District.

Minutes

MOTION BY STEVE WALKER THAT THE MINUTES OF MARCH 27, 2012 BE APPROVED. SECONDED BY DANA TOTMAN, APPROVED AMONG THOSE PRESENT.

Adjourned

This meeting was adjourned at 7:09 P.M.

Attest

Tonya D. Jenusaitis
Recording Secretary