

**12-014 Crestview
Subdivision
Amendment**

BERNSTEIN SHUR

COUNSELORS AT LAW

207-774-1200 main
207-774-1127 facsimile
bernsteinshur.com

100 Middle Street
PO Box 9729
Portland, ME 04104-5029

Patrick J. Scully
207 228-7201 direct
pscully@bernsteinshur.com

July 26, 2012

Anna Breinich, AICP
Director of Planning and Development
Town of Brunswick
28 Federal Street
Brunswick, ME 04011

Re: Crestview Estates Lot 1

Dear Anna:

You have asked me to address two questions related to the Crestview Subdivision Amendment application pending before the Brunswick Planning Board. I have reviewed the materials in the Planning Board's files, the current proposed amendment to the subdivision and the original 1996 approved subdivision plan for Crestview Estates. I have also reviewed the written comments filed by the applicant's counsel and by other persons including a Crestview Estates lot owner.

A. The Covenant Restricting Future Subdivision of Lot 1

The first question relates to a one-time covenant of record restricting future subdivision of Lot 1. The original June 3, 1994 deed from Donald and April Burgess to Peter and Kerry Champagne creating Lot 1 included a series of twelve restrictive covenants, including Covenant #6, which provided: "The land conveyed herein shall not be further subdivided." Covenant 7 provided that the 12 restrictive covenants "shall run and bind the land herein conveyed for a period of twenty (20) years from the date of transfer" Accordingly, absent other events, the restrictive covenants would no longer affect Lot 1 beginning June 3, 2014. Donald and April Burgess subsequently executed a Release of Restrictive Covenant #6 as it applies to Lot 1, which Release was recorded on November 8, 2011. The Release recites that the Burgesses "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 Restrictive Covenant #6" and that "certain of such other parcels have since been subdivided into smaller parcels."

I understand that there is a disagreement between the applicant and a neighbor as to whether the Release is effective as to Lot 1, and whether the Planning Board should approve the pending application given this dispute.

The original 1996 subdivision plan contains a reference to the restrictive covenants and other deed restrictions affecting Lots 1-10. However, it does not appear that the Planning Board conditioned its approval on the existence of any of the restrictive covenants or intended to assume a role in interpreting or enforcing them.

It is my opinion that the Planning Board should find that the Release is sufficient to allow it to act on the subdivision application at this time. It demonstrates that the original grantor has released Covenant #6 knowingly and affirmatively, and therefore the grantor could not attempt to enforce this covenant thereafter. It is unclear as both a factual and a legal matter whether other lot owners in Crestview Estates have been harmed by the Release and whether a court would permit such lot owners to attempt to enforce this covenant during the next 22 months despite the Release. However, that potential dispute is a private, civil matter among the lot owners. It is not the responsibility or role of the Planning Board to address or resolve such questions. The Planning Board should generally make a determination of whether an applicant has sufficient "right, title and interest," to pursue a development. If the documents presented by the applicant make such a showing, the application should go forward. The proper forum for the resolution of title or boundary disputes or disputes about the enforceability of private restrictive covenants is the court system.

B. The Scope of the Subdivision Review

Another question has been raised as to whether the Planning Board should consider this application as a new subdivision affecting only Lot 1, or should consider it as an amendment of the 1996 Crestview Estates subdivision and consider the larger 10 lot subdivision and the associated land protected by a conservation easement. It is my opinion that in reviewing the pending application, the Planning Board should treat it as an amendment to the original 1996 subdivision, and should apply the subdivision ordinance and other applicable land use criteria to the application in the context of the larger property first reviewed and subdivided in 1996. Otherwise the Planning Board would lose jurisdiction of lot splits and other activities that, viewed in isolation could trigger limited or no review opportunities, but could have significant impacts on a significant development previously reviewed and approved.

30-A M.R.S.A. §4407 of the State subdivision statute expressly contemplates once subdivision approval has been granted, the Planning Board must review any changes to the subdivision plan as an amendment, and must determine whether the proposed amendment meets the subdivision review criteria. Section 407.7 of the Brunswick Zoning Ordinance requires approval of any amendments to a previously approved subdivision plan, and treats such amendments as Major Projects unless they qualify as minor modifications. Section 407.7 clearly requires the Planning Board in reviewing such amendments to consider the entire subdivision and not simply the site of the

proposed amendment. Accordingly, it is my opinion that in reviewing this application the Planning Board should treat it as an amendment to the original 1996 subdivision and determine whether, with the amendment, the subdivision as a whole complies with the requirements of the subdivision statute and the Ordinance.

Please let me know if you have any questions.

Very truly yours,



Patrick J. Scully

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 Heston - 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 density standards in this Ordinance, the number of lots created by the Plan, and the number 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 envelopes 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 Board, which are deemed necessary in accordance with this Ordinance.					✓	
✓ Storm water management program for the proposed project prepared by a professional engineer.			X			
✓ A storm water management checklist prepared by the Cumberland County Soil and Water Conservation District made available 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".

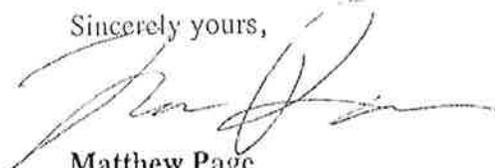
1 - D Soil Group & Condition

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

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

Please respond to our Portland office

January 4, 2011

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

Re: Kerry Champagne

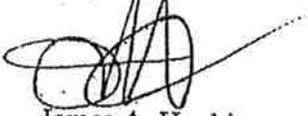
Dear Mr. and Mrs. Burgess:

I am working with Kerry Champagne concerning the her property at Crestview Estates in Brunswick, Maine. I understand that you have maintained contact with Kerry over the years since you conveyed to she 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

hopkinson@hablaw.com

Enclosure

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

511 Congress Street ■ Suite 801 ■ Portland, Maine 04101
Telephone 207-772-5845 ■ Facsimile 207-874-2330

746 High Street ■ Bath, Maine 04530
Telephone 207-386-0400 ■ Facsimile 207-386-0334

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

Kathleen M. Burgess

J. Donald Burgess
J. Donald Burgess

Kathleen M. Burgess

April A. Burgess
April A. Burgess

STATE OF FLORIDA
County of Hillsborough, ss.

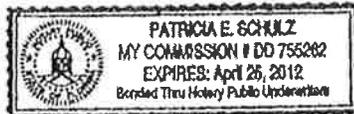
January ____, 2011

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.John\Release.Restrictions.Lot1.doc



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

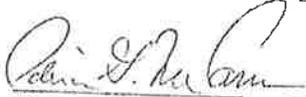
33909
Statutory Short Form
WARRANTY DEED

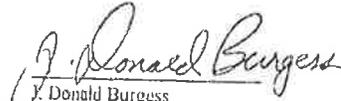
KNOW ALL PERSONS BY THESE PRESENTS that we, J. DONALD BURGESS and APRIL A. BURGESS, of Brunswick, Cumberland County, State of Maine, in consideration of One Dollar and other valuable consideration, paid by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE, of Topsham, Sagadahoc County, State of Maine, the receipt 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.

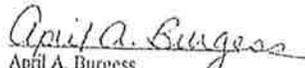
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

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,

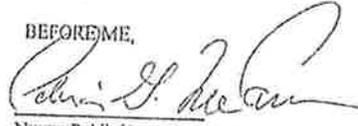
BEFORE ME,

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 may be 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

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

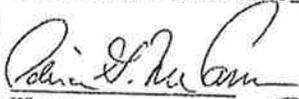
33909
Statutory Short Form
WARRANTY DEED

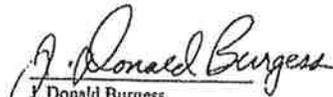
KNOW ALL PERSONS BY THESE PRESENTS that we, J. DONALD BURGESS and APRIL A. BURGESS, of Brunswick, Cumberland County, State of Maine, in consideration of One Dollar and other valuable consideration, paid by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE, of Topsham, Sagadahoc County, State of Maine, the receipt 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

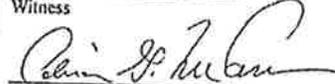
WARRANTY COVENANTS: the real estate described on Exhibit A, attached hereto and made a part hereof by reference.

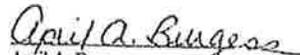
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

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

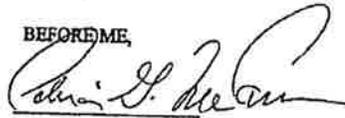

April A. Burgess

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

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 may be 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

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:

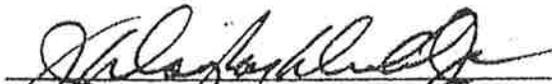
SEE EXHIBIT A ATTACHED HERETO

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.

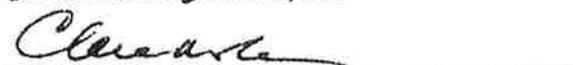
And we do COVENANT with the said Grantees, as aforesaid, that we are lawfully seized in fee of the premises, that they are free of all encumbrances, that we have good right to sell and convey the same to the said Grantees to hold as aforesaid, and that we and our heirs shall and will WARRANT and DEFEND 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.



Attorney at Law/Notary Public

Eugen M. Gordon
Notary Public
My Commission Expires December 31, 2004

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.

A handwritten signature in black ink, appearing to read "John J. Sperzel". The signature is fluid and cursive, with the first name "John" and last name "Sperzel" clearly distinguishable.

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



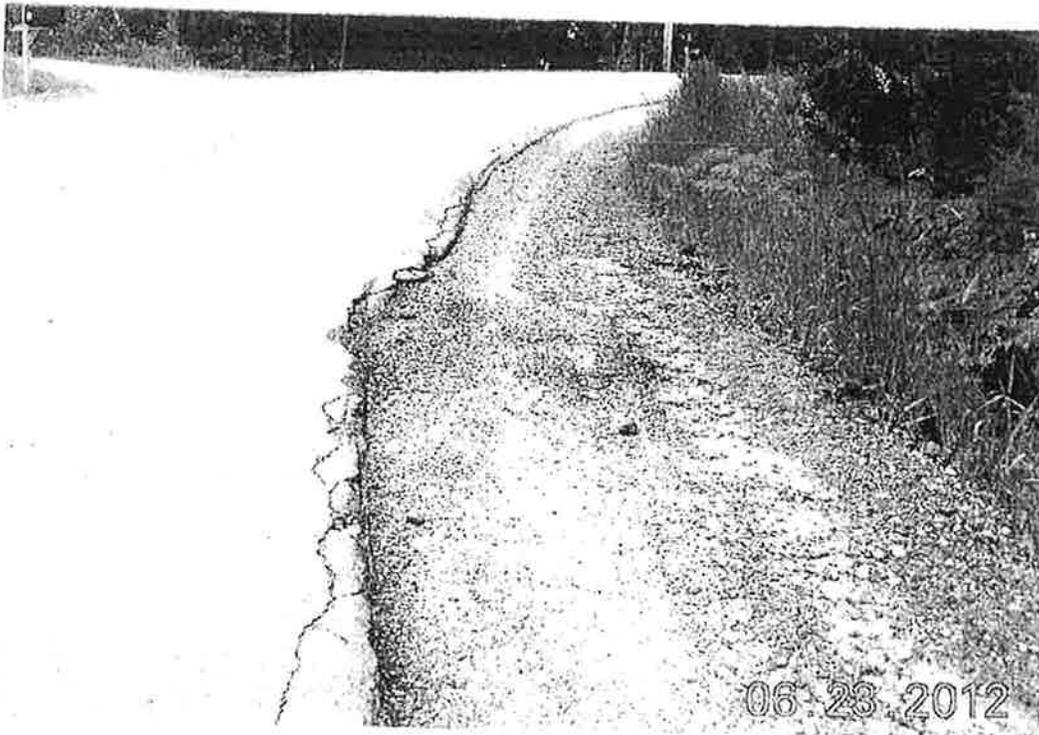
#4 FRONT of LOT 1A



#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



07.01.2012

RELOCATED CURB CUT
200 FT SIGHT LINE

H A Hopkinson & Abbondanza ATTORNEYS

- 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.

Kris Hultgren, Town Planner
Town of Brunswick
Patrick J. Scully, Esquire
Bernstein Shur
June 5, 2012
Page 3

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

Kris Hultgren, Town Planner
Town of Brunswick
Patrick J. Scully, Esquire
Bernstein Shur
June 5, 2012
Page 4

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
Bernstein Shur
June 5, 2012
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

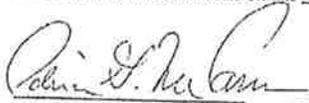
33909
Statutory Short Form
WARRANTY DEED

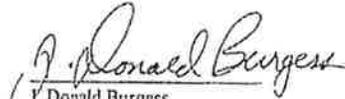
KNOW ALL PERSONS BY THESE PRESENTS that we, J. DONALD BURGESS and APRIL A. BURGESS, of Brunswick, Cumberland County, State of Maine, in consideration of One Dollar and other valuable consideration, paid by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE, of Topsham, Sagadahoc County, State of Maine, the receipt 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.

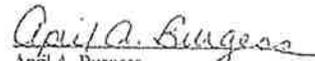
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

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,

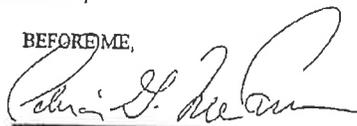
BEFORE ME,

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 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. @Bwin

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

Nathaniel Burgess

J. Donald Burgess
J. Donald Burgess

Nathaniel Burgess

April A Burgess
April A. Burgess

STATE OF FLORIDA
County of Hillsborough, ss.

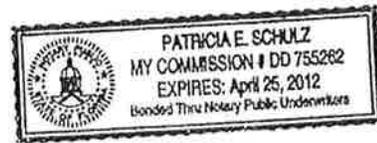
January ____, 2011

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.John\Release.Restrictions.Lot1.doc



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

0061923

BK1580 | PG3 | 3

**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 Delit, 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 Delit, 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:

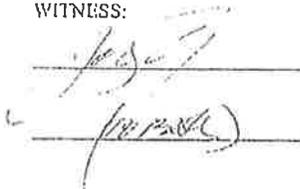
SEE EXHIBIT A ATTACHED HERETO

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said J. Douglas Delit, 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

OK 15801 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. Leutock, 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 3 | 5'

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 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 nforementioned 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.

OK 5801 PG 3181

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. Albright

The corners of the herein conveyed lot are marked with 5/8 inch rebar 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.

Bobbi Dauphinee
Notary Public/Attorney at Law
BOBBI 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 Erien

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.

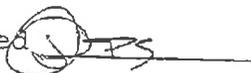
Also conveying a right-of-way for vehicles, utilities and pedestrians over the 50 foot by 100 foot right-of-way which abuts said lot, and over the full extent of Camelot Way, and over Granite Farm Road, to the town road known as Casco Road, all as shown on the above referenced plan.

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. Rizzo
Chief of Police

Town of Brunswick, Maine

INCORPORATED 1789

Police Department

2500 STATE ST. BRUNSWICK, MAINE 04017

PHONE: (207) 735-1774 FAX: (207) 735-6821

www.brunswickpd.org

[email: info@brunswickpd.org](mailto:info@brunswickpd.org)

Mark R. Hayes
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.

**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

John J. Sperzel
61 Crestview Lane
Brunswick, ME 04011

July 10, 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:

My wife and I purchased our property at 61 Crestview Lane, from Donald and April Burgess in November, 1999. Our property is subject to covenants that, among other things, prevent us from further dividing our lot. (See attached covenants).

Similar covenants are attached to all the lots in our subdivision, including the lot with the street address of 74 Crestview Lane. (See attached covenants). While this lot may have been created a few years prior to other lots in the subdivision, by virtue of having been created from the same "tract or parcel of land" within a 5 year period it is part of the same subdivision. Tellingly, the covenants are the same/similar as well. These covenants both burden and benefit all the lot owners in the subdivision.

The applicant, John Gordon, sought and apparently obtained a release from certain of these covenants from Donald Burgess, the original creator of the subdivision. However, Mr. Burgess neither retained the right to grant a unilateral release and no longer benefits from these covenants. It is the owner of the lots in the subdivision that benefit from the covenants. As a result, Mr. Burgess lacks any legal authority to release Mr. Gordon from the covenants. **Goudreau v. Pine Springs Road and Water, LLC 2012 ME 70 Para 20.** ("Once the first lot is sold, the grantor's right to unilaterally amend the covenants continues only if either the grantor specifically reserves that right or if the benefit of the covenants is personal to the grantor.") Neither of these situations applies.

I am also concerned that the proposed lots will change the character of the neighborhood, the very character the covenants sought to promote. It is also worth noting that had only a single new lot been proposed, I never would have taken issue with the covenants.

Thank you for your consideration.



John J. Sperzel

Enc; Covenants (2)

WARRANTY DEED
JOINT TENANCY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, **J. DONALD BURGESS** and **APRIL A. BURGESS**, of Brunswick, Cumberland County, and State of Maine, in consideration of One Dollar and other good and valuable consideration, paid by **JOHN J. SPERZEL** and **PATRICIA A. SPERZEL** of Pikeville, County of Wayne, State of North Carolina, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said **JOHN J. SPERZEL** and **PATRICIA A. SPERZEL**, 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 **JOHN J. SPERZEL** and **PATRICIA A. SPERZEL**, 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 8th day of November 1999.

WITNESS:

J. Donald Burgess

J. DONALD BURGESS

April A. Burgess

APRIL A. BURGESS

STATE OF MAINE
County of CUMBERLAND

November 8, 1999

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.

Susan M. Conde

Notary Public/~~Attorney at Law~~

SEAL

SUSAN M. CONDE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES SEPTEMBER 19, 2002

MAINE REAL ESTATE TAX PAID

EXHIBIT A
CRESTVIEW ESTATES

A certain lot or parcel of land situated in the Town of Brunswick, County of Cumberland, and State of Maine, and being lot numbered nine (9) on a plan of Lots, Crestview Estates, Granite Farm Road, Brunswick, Maine, dated December 13, 1996 and recorded in the Cumberland County Registry of Deeds in Plan Book 197, Page 116, to which plan, with its record reference is hereby made for a further and more complete description of the premises hereby conveyed.

Meaning and intending to convey and hereby conveying, a portion of premises conveyed to Grantors herein by deed of George F. VanCott et al. dated January 16, 1984 and recorded in the Cumberland County Registry of Deeds at Book 6372, Page 280.

Also conveying, in common with the Grantor and others, a right of way for vehicles, pedestrians and all utilities normally associated with residential use, over the full extent of Granite Farm Road and Crestview Way 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. 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 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.

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) horse 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 Estate 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 fields by mowing or bushhogging 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 Donald and April 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
1999 NOV 10 PM 12:27
CUMBERLAND COUNTY
John B O'Brien

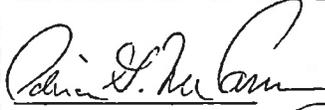
33909
Statutory Short Form
WARRANTY DEED

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.

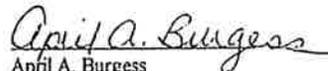
TO HAVE AND TO HOLD the same, together with all the privileges, rights and appurtenances thereto belonging to the said by PETER D. CHAMPAGNE and KERRY B. CHAMPAGNE forever.

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 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

**Draft Findings of Fact
Major Development Review
Final Plan
Review Date: July 31, 2012**

Project Name: Crestview Subdivision Amendment
Case Number: 12-014
Tax Map: Map 27, Lot 27
Applicant: John Gordon
74 Crestview Lane
Brunswick, Maine 04011

PROJECT SUMMARY

The sketch plan application amends a previously approved Open Space Subdivision: Burgess (96-063). The applicant, John Gordon, proposes to split his 7.39 acre lot into three lots. There is a single-family home on the property and Mr. Gordon will retain this lot. The property is in the Coastal Protection 1 (CP1) Zoning District.

The subject lot is covered by the Rural Brunswick Smart Growth Overlay District and subject to ground disturbance limitations and mitigation of disturbed areas in accordance with Section 217 of the Zoning Ordinance.

The proposed subdivision is outside the town's growth district and the undeveloped lots would be serviced by on-site well and private wastewater disposal system.

Motion 1: That the Final Plan is deemed complete.

The following waivers have been requested by the applicant:

1. 412.2.B.11 – Kind, location, cross section of all drainage facilities, etc.
2. 412.2.B.17 – Location of trees over 10 inches in diameter
3. 412.2.B.25 – Wetlands Map
4. 412.2.C.17 – Landscaping Plan

Staff recommends approval of the requested waiver.

Review Standards from Section 411 of the Town of Brunswick Zoning Ordinance

411.1 Ordinance Provisions

The property is located in the Coastal Protection 1 (CP) Zoning District. As an Open Space Development approved in 1996, the proposed amendment is subject to Section 308 of the Zoning Ordinance. When the subdivision was approved in 1996, 53.52 acres of open space were set aside from 99.73 of gross area and 10 lots created. After subtracting wetlands and right-of-way land (9.95 acres) from the gross area and applying the CP1 density factor of four acres, a total of 22 lots may be created as part of the Open Space Subdivision. This application creates a total of 12 lots in the Crestview Subdivision. The subject lot is encumbered by the Rural Brunswick Smartgrowth Overlay District (RBSG) and subject to standards in Section 217 of the Zoning Ordinance. The lot is 100% covered by RBSG and mitigation of disturbed land is required. Based on the table in Section 217.4, the applicant must permanently protect as much land on each lot as is disturbed. The subdivision plan shows the 1 to 1 mitigation. The Conservation Commission reviewed and approved of the areas proposed for disturbance and mitigation. The application meets the standards for Open Space Subdivisions and the Rural Brunswick Smart Growth Overlay District and other applicable standards in the Coastal Protection 1 Zoning District. *The Board finds that the provisions of Section 411.1 are satisfied.*

411.2 Preservation of Natural Features

The parcel is within a wildlife corridor and Rural Brunswick Smart Growth standards in Section 217 of the Zoning Ordinance apply. The application shows the areas of disturbance and mitigation in accordance with Section 217. The development does not occur within a flood hazard area and there are no steep slopes on the property. The project does not occur within or cause harm to any land which is not suitable for development. *The Board finds that the provisions of Section 411.2 are satisfied.*

411.3 Surface Waters, Wetlands and Marine Resources

No water bodies, streams or vernal pools are identified on the site. A wetlands study was conducted during the 1996 subdivision approval showing no wetlands on the subject parcel. The town's photo interpreted wetlands mapping confirms no wetlands on site. The development will not adversely affect the Mare Brook watershed or the water quality of Casco Bay or its estuaries. *The Board finds that the provisions of Section 411.3 are satisfied.*

411.4 Flood Hazard Areas

Based on the Flood Insurance Rate Map, community panel # 230042 0026 B, effective date, 1/3/1986, the project site is located within Zone C, described as areas of minimal flooding and outside the regulatory 100-year flood zone. The development activity does not occur within a FEMA flood hazard area and therefore minimizes any risk of flooding. *The Board finds that the provisions of Section 411.4 are satisfied.*

411.5 Stormwater Management

A stormwater management plan is not applicable based on the small scale nature of the project. *The Board finds that the provisions of Section 411.5 are not applicable.*

411.6 Groundwater

There are no adverse impacts to groundwater anticipated from this development. No activities are proposed or anticipated that will extract groundwater for commercial purposes. The Board finds that the development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater. *The Board finds that the provisions of Section 411.6 are satisfied.*

411.7 Erosion and Sedimentation Control

At the time the undeveloped lots are developed, the developer will have to show, through the building permit process, how erosion and sedimentation are controlled. The proposed subdivision will not cause unreasonable soil erosion or reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. *The Board finds that the provisions of Section 411.7 are satisfied.*

411.8 Sewage Disposal

The subdivision will be served by subsurface wastewater disposal. A soil survey was conducted by Ken Cotton and Associates and submitted as part of the subdivision application. The soil survey includes test pit logs for the undeveloped lots. The proposed densities on the parcel are below the threshold for a hydro-geological study of septic system impacts. The on-site waste water disposal system will be designed in accordance with all applicable local, state and federal requirements. *The Board finds that the provisions of Section 411.8 are satisfied.*

411.9 Water Supply

On-site individual wells will service the subdivision. The lot owner installing a well on the vacant parcels is required to follow all rules and regulations set forth by the State Plumbing Code. The proposed development has a water source that is adequate to serve the proposed development, and that will have no adverse impact on existing water supplies. *The Board finds that the provisions of Section 411.9 are satisfied.*

411.10 Aesthetic, Cultural and Natural Values

The proposed project is consistent with adjacent uses and will not have any undue adverse effect on the scenic or natural beauty of the area, historic sites, or significant wildlife habitat identified by the Maine Department of Environmental Protection and Inland Fisheries & Wildlife or by the Town of Brunswick, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline. *The Board finds that the provisions of Section 411.10 are satisfied.*

411.11 Community Impact

The subdivision is located on Crestview Lane in the Coastal Protection 1 (CP1) District. A solid waste impact fee of \$258.56 has been established by the Director of Public Works for each lot. Water and sewer services will be handled privately by each lot owner. The project can be served by municipal emergency services. The proposed development is likely to have a minimal impact on school enrollment. *The Board finds that the provisions of Section 411.11 are satisfied.*

411.12 Traffic

Jim Higgins of the Public Works Department conducted a sight distance analysis for the proposed subdivision to make sure that potential driveway locations meet MDOT safety specifications for site distance as there is a curve of the road nearby. As part of this evaluation it was determined that no speed limit is set for Crestview Lane. The Brunswick Police Department requested MDOT set a speed limit and this process is underway and ongoing. The applicant must receive a driveway entrance permit from the Department of Public Works once the speed limit for the road is set. The approval is conditional upon the applicant receiving a driveway entrance permit from the Department of Public Works and updating the final plan, if necessary, in accordance with the permit. The traffic associated with the development is minor and the level of service within 200 feet of any existing or proposed curb-cut shall be maintained. *The Board finds that the provisions of Section 411.12 are satisfied, conditional upon the applicant receiving a Driveway Entrance Permit from the Department of Public Works and updating the final plan, if necessary, in accordance with the permit.*

411.13 Pedestrian and Bicycle Access and Safety

The Board finds that the development will accommodate bicyclists and addresses pedestrian access, safety and circulation both within the site and to points outside the site. *The Board finds that the provisions of Section 411.13 are satisfied.*

411.14 Development Patterns

The proposed development is residential and located in the Rural Area of town on Crestview Lane. There are a number of residential homes in the area. This modification to a previously approved subdivision continues the existing development pattern. As proposed, the development is respectful of Brunswick's historic development pattern and will have no adverse impact on adjacent residential areas. *The Board finds that the provisions of Section 411.14 are satisfied.*

411.15 Architectural Compatibility

The architecture of the dwelling unit will be determined by the new lot owner and is not applicable to approve the subdivision application. *The Board finds that the provisions of Section 411.15 are not applicable.*

411.16 Municipal Solid Waste Disposal

The estimated solid waste impact fee is \$258.56 for lots 1A and 1B and shall be paid prior to receiving a building permit. It is a condition of approval. *The Board finds that the provisions of Section 411.16 are satisfied, conditional upon the applicant paying the solid waste impact fee prior to receiving a building permit.*

411.17 Recreation Needs

The proposed subdivision is part of an Open Space Subdivision approved in 1996 and 53.52 acres of open space was set aside and approved by the Planning Board as appropriate open space. The land set aside and permanently protected mitigates the impact on the town's recreational lands and as a result the development will not cause an unreasonable burden on the municipality's ability to provide recreational services. *The Board finds that the provisions of Section 411.17 are satisfied.*

411.18 Access for Persons with Disabilities

The subdivision application does not require the implementation of specific requirements of the Americans with Disabilities Act. *The Board finds that the provisions of Section 411.18 are not applicable.*

411.19 Financial Capacity and Maintenance

The scope of the project is small and does not require extraordinary financial capacity to complete or maintain the development. *The Board finds that the provisions of Section 411.19 are satisfied.*

411.20 Noise and Dust

There are no anticipated impacts with regard to noise or dust. *The Board finds that the provisions of Section 411.20 are satisfied.*

411.21 Right, Title and Interest

The project applicant, John Gordon, owns the subject parcel and has sufficient right, title and interest in the property. *The Board finds that the provisions of Section 411.21 are satisfied.*

411.22 Payment of Application Fees

The applicant has paid all application fees. *The Board finds that the provisions of Section 411.22 are satisfied.*

**DRAFT MOTIONS
CRESTVIEW SUBDIVISION AMENDMENT
CASE NUMBER
12-014**

Motion 2: That the Board waives the following requirements:

1. 412.2.B.11 – Kind, location, cross section of all drainage facilities, etc.
2. 412.2.B.17 – Location of trees over 10 inches in diameter
3. 412.2.B.25 – Wetlands Map
4. 412.2.C.17 – Landscaping Plan

Motion 3: That the Final Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, 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.
 2. That prior to receiving a building permit, the applicant shall receive a Driveway Entrance Permit from the Department of Public Works and update the final plan, if necessary, in accordance with the permit.
 3. That prior to receiving a building permit, the applicant shall pay a solid waste impact fee in the amount of \$258.56 for lots 1A and 1B.
-
- Please note that subdivision approvals by the Planning Board shall expire at the end of five years after the date of Final Plan approval unless all infrastructure work associated with the development is completed (Section 407.4.C of the Brunswick Zoning Ordinance).

12-022 Maine Woolens

**MAJOR DEVELOPMENT REVIEW APPLICATION
BUILDING EXPANSION
15 PAUL STREET, BRUNSWICK, MAINE
TAX MAP U26, LOT 12**

Prepared For

Maine Woolens LLC
15 Paul Street
Brunswick, ME 04011

Prepared By

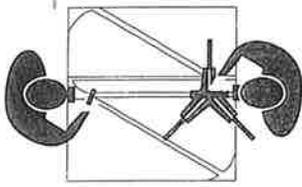
Sitelines P.A.
8 Cumberland Street
Brunswick, Maine 04011

July 10, 2012

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

Table of Contents

Cover Letter	
Attachment A	Application Form, Checklists & Agent Authorization
Attachment B	Right, Title, and Interest
Attachment C	Supporting Correspondence
Attachment D	Supporting Graphics
Attachment E	Photographs
Attachment F	Building Plans
Attachment G	Site Plans



July 10, 2012
Rev. 7/24/12

2048-7

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

Re: Major Development Review Final Application
BUILDING EXPANSION
15 PAUL STREET, BRUNSWICK, MAINE
Tax Map U26, Lot 12

Dear Kris:

On behalf of Maine Woolens LLC, Sitelines, PA is pleased to submit a Major Development Review Final Application, drawings, and supporting materials for the expansion of an existing commercial building, with associated infrastructure to be located along Paul Street. The proposed building expansion will be a single-story building without a basement. An application fee of \$788.60 is included with this package.

PROPERTY

Maine Woolens LLC owns a parcel of land located at 15 Paul Street. A copy of the deed is enclosed with this letter. The parcel contains 0.79± acres and has frontage on Paul Street. The proposed site has previously been developed, and is currently occupied by a single-story 8,668 s.f. footprint commercial building and associated infrastructure. The building is currently occupied by Maine Woolens LLC and is used for light manufacturing uses. The existing improvements result in approximately 15,388 s.f. (0.35 acres) of impervious area. The property is served by public water, public sewer, natural gas, and underground electric and communication utilities. The property is located in the Intown Railroad Corridor Zone (MU2), in which Industry, Class I is a Permitted Use.

PROJECT DESCRIPTION

As part of the proposed development, the existing 8,668 s.f. commercial building will be expanded to include a 7,886 s.f. single-story building to be used for additional storage, office, and manufacturing space. The existing parking lot will be reconfigured and enlarged in order to accommodate the parking demand for the expansion. The current design represents approximately 25,590 s.f. (0.59 acres) of impervious surface, or an increase of 10,202 s.f. (0.23 acres). The development provides a total of 11 parking spaces, including one (1) ADA compliant spaces. The site will be accessed via an existing driveway curb cut from Paul Street. The existing pole at the site entrance supporting the mailbox and area lighting will be removed and a new mail box and project sign pole installed. An ornamental pear tree and perennials will be planted at the entrance to increase the project aesthetics. No traffic permitting is anticipated for the project as there is no

SITELINES, PA

ENGINEERS ■ PLANNERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS
8 Cumberland Street ■ Brunswick, ME 04011 ■ TEL 207-725-1200 ■ FAX 207-725-1114 ■ www.sitelinespa.com

retail store front at this location. Total project costs are estimated at 1.3 million dollars. Construction is anticipated to begin in August 2012 and will last 3 months.

Based on the specifics of the project, the applicant will request waivers for the following application items:

- Class A Soil Survey. The project is located on soils suitable for the proposed use. The site is served by municipal water and sewer, so no wells or subsurface disposal systems will be required, which may necessitate a soils survey.
- Profile, cross-section dimensions, curve radii of existing streets. No changes are proposed to Paul Street.
- Profile of water and sewer service lines. Existing service connections are proposed to meet the anticipated requirements.
- Parking space requirements. The proposed development provides 11 spaces, which is adequate for the owner. Refer to the response to *SECTION 512 OFF-STREET PARKING* for more information.

PERFORMANCE STANDARDS

To facilitate your review of our proposal, the following standards are summarized in accordance with **CHAPTER 5: DEVELOPMENT REVIEW PLAN STANDARDS** of the Ordinance.

501 PRESERVATION OF NATURAL FEATURES AND NET SITE AREA:

There are no existing features on the site that would be considered of natural, scenic, or historic character to the Town. Existing vegetation on the site and at the perimeter will be maintained to the extent possible.

502 FLOOD HAZARD AREA:

The project area is located in Zone C (Areas of Minimal Flooding) of the Flood Insurance Rate Maps (FIRMs) for Cumberland County, Maine. The project area is located on Panel 15 of 35 (Community Panel 230042-0015-B, Effective June 3, 1986). An excerpt of the applicable FIRM is enclosed.

503 STEEP SLOPES AND EMBANKMENTS:

There are no steep slopes or embankments greater than 25% located on the property.

504 STORM WATER MANAGEMENT:

Stormwater runoff from the buildings and parking lot will be directed to a new catch basin within the parking lot, where it will be conveyed and discharged to the existing drainage system within Paul Street. No substantial amount of stormwater runoff from the new development will be directed to abutting properties. As the project results in less than one acre of disturbed area, no stormwater permitting is required for the project.

505 GROUNDWATER:

The project will be serviced by public sewer and water. The proposed building addition will be constructed with a shallow foundation including an underdrain to dewater the areas immediately



adjacent to the exterior footing. There are no adverse impacts to groundwater anticipated from this development.

506 EROSION AND SEDIMENTATION:

The disturbed areas of the site will be isolated through the use of silt fencing and other measures to minimize the transport of sediment from the site. The project has been designed to incorporate Best Management Practices as outlined in the Maine Erosion and Sediment Control BMPs as published by the Maine Department of Environmental Control, current edition. Specific provisions for permanent and temporary erosion control features have been provided in the construction drawings. The contractor will be bound to meet the performance standards of the BMPs including erosion control, stabilization, maintenance, and inspection requirements.

507 SEWAGE DISPOSAL:

The proposed development will be serviced by an existing sewer service that serves the existing building.

508 WATER SYSTEM:

The domestic water service for the proposed building will be serviced by the existing water service that serves the existing building. A 6" fire service will be extended from the water main within Paul Street to serve the proposed building.

509 COMMUNITY FACILITIES IMPACT ANALYSIS:

The proposed project is similar in size and scope to surrounding commercial developments and integrates nicely with the abutting residential properties. A Community Facilities Impact Analysis is not anticipated for the proposed development.

510 DEVELOPMENT IMPACT FEES:

As the project is an expansion of an existing commercial building, and no additional traffic is anticipated as a result of the project, it is not anticipated that a development impact fee will be required for the proposed development.

511 DEVELOPMENT OF NEW STREETS:

There are no new streets proposed for this project.

512 OFF STREET PARKING:

The existing parking lot will be reconfigured and enlarged in order to accommodate the parking demand for the expansion. Per the Brunswick Zoning Ordinance, for industrial/warehouse uses, 2 parking spaces are required per 1,000 s.f. of floor area. As such, for the existing and proposed buildings, a total of 17 parking spaces are required. As proposed, the development provides a total of 11 parking spaces, including one (1) ADA compliant space. Per discussions with the owner, 11 parking spaces will be more than adequate for the existing and proposed buildings. They currently employ six (6) people, and with the addition of the new building, an additional one (1) or two (2) employees may be hired. The applicant requests that a waiver be granted for a reduction in the required number of parking spaces.



513 CURB CUTS:

The project proposes to utilize the existing entrance off Paul Street. No new curb cuts are proposed for the project.

514 OFF STREET LOADING:

A loading area has been provided for the project. As the building sees a limited amount of delivery truck traffic, a loading dock is not applicable for the use. The current loading area provides a large enough area for a truck to be located outside of the parking area while materials are loaded/unloaded via forklift or hand-truck and delivered to the building. Delivery visits to the site are primarily box trucks. A tractor-trailer type vehicle currently picks up finished product approximately twice per month. With the additional capacity, the larger vehicle may visit the site three to four times per month; however, the additional will allow for more inventory of raw materials and finished product on-site as well.

515 APPEARANCE ASSESSMENT:

The proposed project is similar in size and scope to surrounding commercial developments and integrates nicely with the abutting residential properties. The site is located in area which there is a mix of commercial, light industrial, and residential properties, as well as a railroad abutting the rear of the site. The buildings are located toward the rear of the parcel and will be minimally visible from the street. Existing houses at Paul Street will contribute to screen the facilities from view. New landscape plantings to the left of the entrance will provide additional screening and enhancement. Where the fence is to be re-set adjacent to the westerly neighbor, an 8' cedar privacy fence will be installed and an ornamental tree planted to buffer the site. The plantings proposed and selected to remain were reviewed on-site with Peter Baecher, Town Arborist, who concurred they are appropriate for the project. The addition will have metal siding, which will be added to the existing building façade at the entrance. The siding will be a maroon or burgundy color. An architectural elevation of the building façade is included with this submission for reference.

516 BUILDING CONFIGURATION:

The existing building is in non-conformance with the building setbacks. The proposed expansion will be located such that it does not create a further non-conformity with respect to the building setbacks. The existing building and proposed expansion are oriented facing Paul Street. The building expansion is intended to have an appearance similar to the abutting commercial, light industry, and residential buildings.

517 PRESERVATION OF HISTORIC RESOURCES:

There have been no historic resources previously identified on the site. The existing site development does not have historic significance due to its nature, age, and land use.

518 ACCESS FOR PERSONS WITH DISABILITIES:

The project will comply in all aspects with the requirements of the ADA in regard to access. One (1) ADA compliant space has been provided for the development.

519 RECREATIONAL REQUIREMENTS FOR RESIDENTIAL DEVELOPMENTS:

As the project is not a residential development, this section is not applicable.



520 FISCAL CAPACITY:

Based on similar developments the applicant has been involved in, it is anticipated that the costs of development will be approximately 1.3 million dollars. A copy of the Certificate of Good Standing for Maine Woolens LLC, from the Secretary of State, has been enclosed with this letter.

521 PERFORMANCE GUARANTEE:

There are no improvements anticipated within the public right-of-way for transportation or utility needs. A performance guarantee is consequently not anticipated unless determined to be required for other needs.

522 HOME OWNERS/PROPERTY OWNERS ASSOCIATION:

There is no home owners/property owners association proposed by this project.

523 PROTECTED CONSERVATION LAND:

There is no protected conservation land proposed or involved with this project.

524 NOISE AND DUST:

Best Management Practices as outlined in the Maine Erosion and Sediment Control BMP's as published by the Maine Department of Environmental Control, will be utilized to control noise and dust during construction. Noise will be limited through the compliance of the site contractor with the standard hours of construction per Section 524.1. The proposed use will occur almost exclusively within the building and are the same as those under current operation. Upon construction completion, there are no anticipated impacts with regard to noise or dust. The noise resulting from roof mounted HVAC was discussed at the Staff Review Committee meeting. We discussed the matter with the applicant who indicated there is not rooftop or other external HVAC equipment proposed for the addition. A note has been added to the plan indicating the same.

We look forward to meeting with you and the Planning Board at their July 31, 2012 meeting to review and approve the project. Should you have any questions, please call.

Very truly yours,

Curtis Y. Neufeld, P.E.
Vice President

Enclosures

cc: Larry Nadeau, Maine Woolens LLC



Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

Attachment A
Application Form, Checklists & Agent Authorization

A completed copy of the Major Development Review Application Form and Checklist is enclosed. A letter from the Applicant authorizing Sitelines PA to act as their agent is also enclosed.

**MAJOR DEVELOPMENT REVIEW
FINAL PLAN APPLICATION**

1. Project Name: Building Expansion

2. Project Applicant
Name: Maine Woolens LLC c/o Larry Nadeau
Address: 15 Paul Street
Brunswick, ME 04011
Phone Number: 207-576-6839

3. Authorized Representative
Name: Sitelines, PA. Attn: Curtis Y. Neufeld, P.E.
Address: 8 Cumberland Street
Brunswick, ME 04011
Phone Number: 207-725-1200 xt. 18

4. List of Design Consultants. Indicate the registration number, address and phone number
Of any engineer, surveyor, architect, landscape architect or planner used:
 1. Engineer: Curtis Y. Neufeld, P.E. #9779, Sitelines, P.A., 207-725-1200 xt. 18
 2. Surveyor: Kevin P. Clark, PLS #2245, Sitelines, P.A., 207-725-1200 xt. 14
 3. _____

5. Physical location of property being affected: 15 Paul Street

6. Lot Size: 0.79 acres

7. Zoning District: MU2

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? Refer to Cover Letter

9. Assessor's Tax Map U26 Lot Number 12 of subject property.

10. Brief Description of proposed: Refer to Cover Letter

11. Describe Specific Physical Improvements to be Done: Refer to Cover Letter

Owner Signature: _____

Applicant Signature (if different): _____

Required Attachments (by Applicant):

- Final Plan Check List
- Final Plan Requirements for Open Space Developments (if applicable)
- Request for Waivers (if applicable)
- Required Copies of Final Plan

Required Attachment (by Planning and Development Department):

- Listing of all owners of property within 200-foot radius of property under review.

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		X				
Scale, date, north point, area, number of lots (if subdivision)		X				
Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed.		X				
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.		X				
Names of engineer and surveyor; and professional registration numbers of those who prepared the plan.		X				
Names of current owner(s) of subject parcel and abutting parcels.		X				
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		Waiver Requested (see narrative)
A general road plan noting circulation, direction, traffic control devices, street lighting and type of lighting proposed.		X				
Existing and proposed easements associated with the development.		X				
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.		X				No water bodies, wetlands, streams, or railroads exist on parcel.

Location of existing and proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of any private wells.		X				
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.				X		Waiver Requested (see narrative)
Topography with counter intervals of not more than 2 feet.		X				
A Class A (high intensity) Soil Survey prepared in accordance with the standards of the Maine Association of Professional Soil Scientists.				X		Waiver Requested (see narrative)
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.		X				
Approximate locations and dimensions of proposed parking areas.		X				
Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation.			X			No open spaces proposed
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			No special conditions known
A wetlands map drawn by a specialist delineating wetland boundaries in accordance with the methods prescribed by the US Army Corps of Engineers.			X			No wetlands located on the parcel
Dedicated public open spaces, areas protected by conservation easements, and existing and proposed open spaces or recreation areas.			X			No open spaces or recreation areas proposed

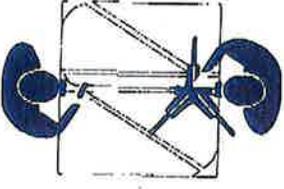
For Open Space Development, a note indicating the total permitted lot count of the entire land tract based upon the destiny standards in this Ordinance, the number of lots created by the Plan, and the numebr of lots permitted to be subdivided in the future, as well as a table showing setback requirements and impervious surface coverage limits for each lot.			X			No open spaces proposed
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.		X				
Draft performance guarantee or conditional agreement.			X			None Anticipated
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.			X			None Anticipated
Storm water management program for the propesd project prepared by a professional engineer.		X				
A storm water management checklist prepared by the Cumberlnd County Soil and Water Conservation District made availabel at the Brunswick Department of Planning and Development.	X					

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.		X				
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.			X			
All applicable materials necessary for the reviewing entity to review the proposal in accordance with the Criteria of Section 411.		X				
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.		X				
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				



July 2, 2012

2048-2

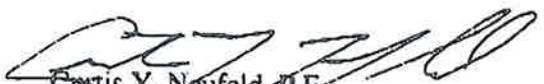
Mr. Larry Nadeau
Maine Woolens LLC
15 Paul Street
Brunswick, ME 04011

**Re: Designation of Agent Authorization
Building Expansion, 15 Paul Street, Brunswick, ME 04011**

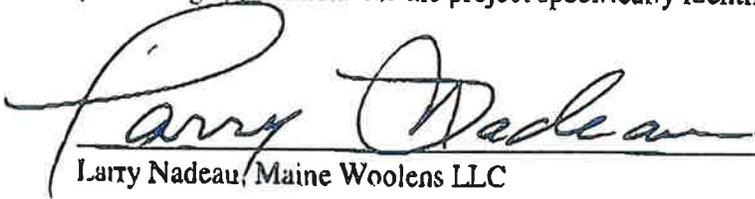
Dear Larry:

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for Maine Woolens, LLC, for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the proposed building expansion located at 15 Paul Street in Brunswick, ME.

Sincerely,


Curtis Y. Neufeld, P.E.
Vice President

The undersigned hereby gives Sitelines, PA the authority to act as agent for Maine Woolens LLC, for the specific purpose of preparation and submission of local and state permitting applications for the project specifically identified above.


Larry Nadeau, Maine Woolens LLC
7-2-2012
Date

SITELINES, PA

ENGINEERS • PLANNERS • SURVEYORS • LANDSCAPE ARCHITECTS
8 Cumberland Street • Brunswick, ME 04011 • TEL 207-725-1200 • FAX 207-725-1114 • www.sitelinespa.com

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

Attachment B
Right, Title, and Interest

A copy of the current deed is included with this attachment.

LOCUS

2048

Doc# 59870 Bk:26412 Pg: 248

THIS IS BEHIND
~~BEAR~~
ST. PIERRE
LOT

WARRANTY DEED
Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

Know All Persons by these Presents, That **Clifford M. Kilfoil and Doris Kilfoil**, of 11 Apple Tree Lane, Brunswick, Maine 04011, for consideration paid, grants to **Maine Woolens, LLC**, a California company doing business at 15 Paul Street, Brunswick, Maine 04011, with **WARRANTY COVENANTS**, the land in Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

v-26/12

Two certain lots or parcels of land in Brunswick, County of Cumberland and State of Maine and being all that property described on the attached Exhibit A.

Witness my hand and seal this 17th day of the month of October, 2008.

Signed, Sealed and Delivered
in presence of

Witness Clifford M. Kilfoil
Clifford M. Kilfoil

Witness Doris Kilfoil
Doris Kilfoil

State of Maine
Sagadahoc; ss.

October 17, 2008

Then personally appeared the above named **Clifford M. Kilfoil and Doris Kilfoil** and acknowledged the foregoing instrument to be their free act and deed.

Before me, [Signature]
Notary Public/Attorney at Law

Printed Name

Exhibit A – Property Description

A certain lot or parcel of land in the Town of Brunswick, County of Cumberland and State of Maine, south of, but not adjacent to, Paul Street, being bounded and described as follows:

Commencing at a point which marks the southwesterly corner of that property which Raymond R. St. Pierre and Bessy L. St. Pierre took by deed recorded in the Cumberland County Registry of Deeds at Book 10299, Page 269 and which point is on the easterly bound of that property conveyed to Clifford M. Kilfoil by deed recorded in the Cumberland County Registry of Deeds at Book 12050, Page 291; thence South Fourteen Degrees One Minute West (S 14° 01' W) along the easterly bound of said Kilfoil's property to the Maine Central Railroad right of way; thence South Seventy-eight Degrees Forty-eight Minutes Forty Seconds East (S 78° 48' 40" E) along the Maine Central Railroad right of way Seventy-five feet (75') to a point; thence North Fourteen Degrees One Minutes East (N 14° 01' E) to the southeasterly corner of that property conveyed to said St. Pierre by the deed recorded at Book 10299, Page 269; thence northwesterly along the southerly bound of the property now or formerly of St. Pierre Seventy-five feet (75'), more or less, to the point of beginning.

The above described parcel is a rectangular shaped parcel of land Seventy-five feet (75') in width running from land now or formerly of St. Pierre to land now or formerly of Maine Central Railroad and is a portion of the property conveyed to the Grantors by deed recorded in the Cumberland County Registry of Deeds at Book 11990, Page 343.

Received
Recorded Register of Deeds
Oct 23, 2008 09:38:45A
Cumberland County
Pamela E. Lovien

LOCUS
MAIN PARCEL

U-26/12

MAINE REAL ESTATE TAX PAID

WARRANTY DEED
Maine Statutory Short Form

Know All Persons by these Presents, That **Clifford M. Kilfoil**, of 11 Apple Tree Lane, Brunswick, Maine 04011, for consideration paid, grants to **Maine Woolens, LLC**, a California company doing business at 15 Paul Street, Brunswick, Maine 04011, with **WARRANTY COVENANTS**, the land in Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

Two certain lots or parcels of land in Brunswick, County of Cumberland and State of Maine and being all that property described on the attached Exhibit A.

Witness my hand and seal this 17 day of the month of October, 2008.

Signed, Sealed and Delivered
in presence of

Witness

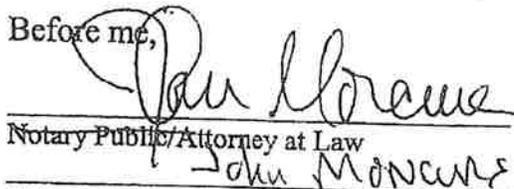

Clifford M. Kilfoil

State of Maine
Sagadahoc; ss.

October 17th, 2008

Then personally appeared the above named **Clifford M. Kilfoil** and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Notary Public/Attorney at Law

Printed Name

John Monahan

Exhibit A – Property Description

A certain lot or parcel of land with the buildings thereon located on the South side of Paul Street, known as No. 15 Paul Street, in the Town of Brunswick, County of Cumberland, State of Maine and more particularly described as follows:

Beginning on the South line of Paul Street at the intersection of the Northwest corner of Lot No. 36 and the Northeast corner of land herein conveyed. Thence South $14^{\circ} 31'$ West a distance of 66.49 feet along the West sideline of Lot No. 36 to an iron pin set in said sideline. Thence South $14^{\circ} 01'$ West a distance of 240.86 feet to this line's intersection with the North sideline of Maine Central Railroad right-of-way and an iron pin set. Thence North $78^{\circ} 48' 40''$ West a distance of 75.08 feet along the North sideline of said Maine Central Railroad's Northerly sideline to an iron pin set in said sideline. Thence North $12^{\circ} 25' 15''$ East a distance of 153.95 feet to an iron pin set in said line and the Southeast corner of land of one Jewett. Thence North $15^{\circ} 26'$ East a distance of 99.64 feet along said Jewett's Easterly sideline to an iron pin set in said sideline and other land of said Jewett. Thence South $72^{\circ} 35'$ East a distance of 26.31 feet along the South sideline of said Jewett land to an iron pin set. Thence North $14^{\circ} 31'$ West along the East sideline of said Jewett property a distance of 63.8 feet to that line intersection with the South sideline of said Paul Street and the Northeast corner of said Jewett land. Thence East along the South sideline of said Paul Street a distance of 50.06 feet to an iron pipe set in said sideline, the Northwest corner of Lot No. 36 and the point of beginning.

The above legal description taken from property plan of land owned by Howard W. Shaw, et al., Paul Street, Brunswick, Maine dated July 3, 1980, surveyed by Howard F. Babbidge and revised July 9, 1980, Registered Land Surveyor No. 5.

Being the same premises conveyed to Clifford M. Kilfoil by warranty deed dated July 31, 1995 and recorded in the Cumberland County Registry of Deeds in Book 12050, Page 291.

Received
Recorded Register of Deeds
Oct 23, 2008 09:36:43A
Cumberland County
Pamela E. Lovley

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

Attachment C
Supporting Correspondence

This attachment includes supporting correspondence from Brunswick Town departments and local utility districts. A copy of the Certificate of Good Standing and a list of abutters is enclosed, as well.

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this second day of July 2012.



A handwritten signature in black ink, reading 'Charles E. Summers, Jr.', written over a horizontal line.

Charles E. Summers, Jr.
Secretary of State

Additional Addresses

Legal Name	Title	Name	Charter #	Status
MAINE WOOLENS, LLC	Registered Agent	JOHN POLLOCK	20090217FC	GOOD STANDING
Home Office Address (of foreign entity)		Other Mailing Address		
15 PAUL STREET BRUNSWICK, ME 04011				

ABUTTING PROPERTY OWNERS TO
15 PAUL STREET, BRUNSWICK, MAINE

MAP-U26 LOT-5
SAVINGS BANK OF MAINE
PO BOX 190
190 WATER ST
GARDINER, ME 04345-0190

MAP-U26 LOT-10
KILFOID, CLIFFORD M & DORIS B JT
446B CASTLE BAY DR
HAMPSTEAD, NC 28443-2198

MAP-U26 LOT-11
ST PIERRE, RAYMOND R & BESSIE L JT
13 PAUL ST
BRUNSWICK, ME 04011

MAP-U26 LOT-12
MAINE WOOLENS LLC
15 PAUL ST
BRUNSWICK, ME 04011

MAP-U26 LOT-13C
JEWETT, IRENE F
17 PAUL ST
BRUNSWICK, ME 04011

MAP-U26 LOT-14
BRAGDON, ELIZABETH M LE
23 CHURCH ROAD
BRUNSWICK, ME 04011

MAP-U26 LOT-15
MAINE CENTRAL RR CO
C/O GUILFORD TRANS. INDUSTRIES
IRON HORSE PK
N BILLERICA, MA 01862

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

Attachment D Supporting Graphics

This attachment includes supporting materials and graphics for the application. This includes an excerpt of the FEMA flood rate insurance map (FIRM) and reduced size copies of the tax map. An excerpt of the applicable USGS 7.5 minute quadrangle map is provided for reference.



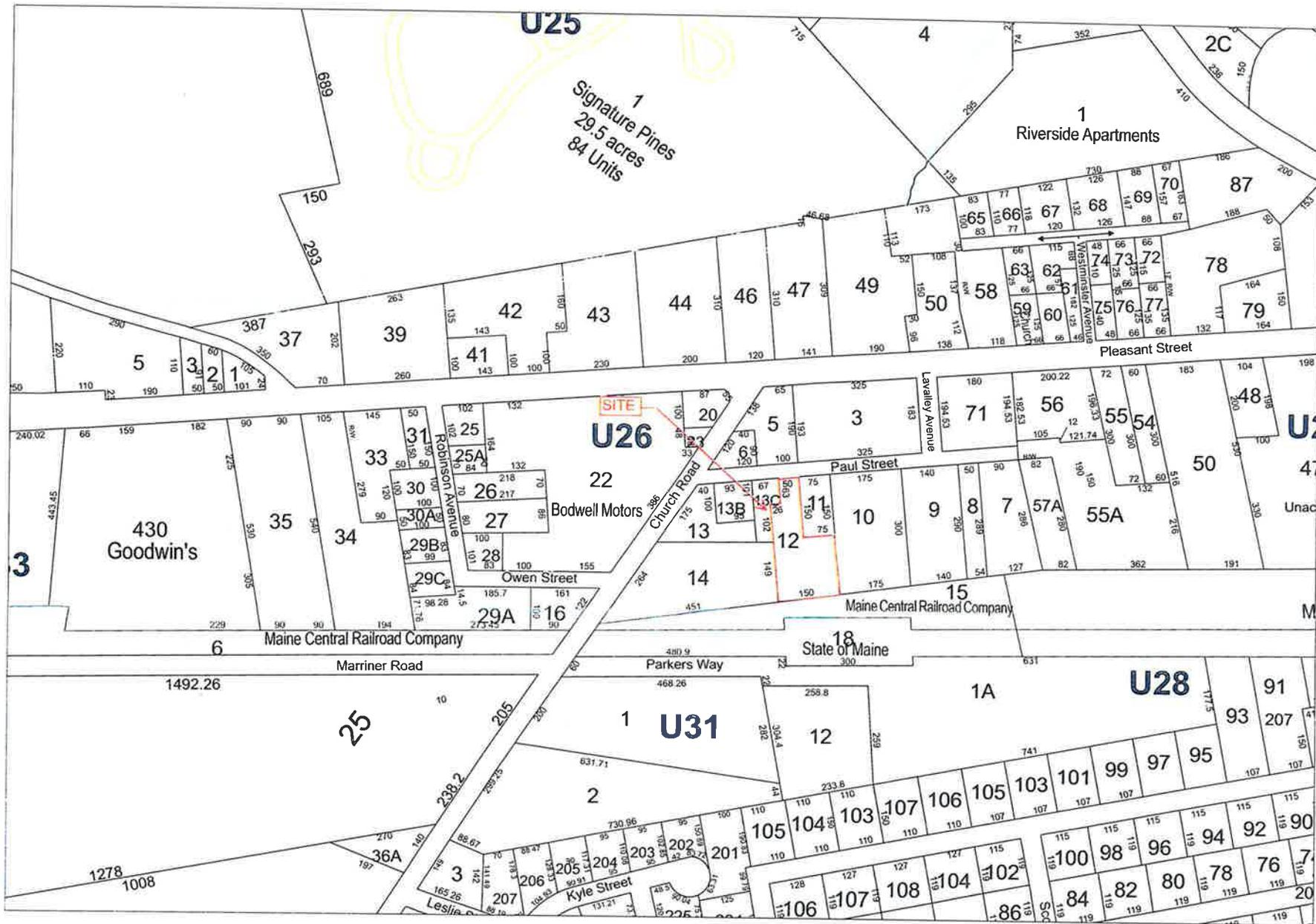
Cleaveland Pear - Spring



Cleaveland Pear - Summer



Northern Bayberry Shrub



Town of
BRUNSWICK
Maine



- Legend**
- Public Road
 - Private Road
 - ROW
 - Water
 - Hydrography Line
 - ROW Property Access
 - Other Road
 - Town Boundary
 - Unac
 - Other Lot Boundary
 - Parcels_Lines

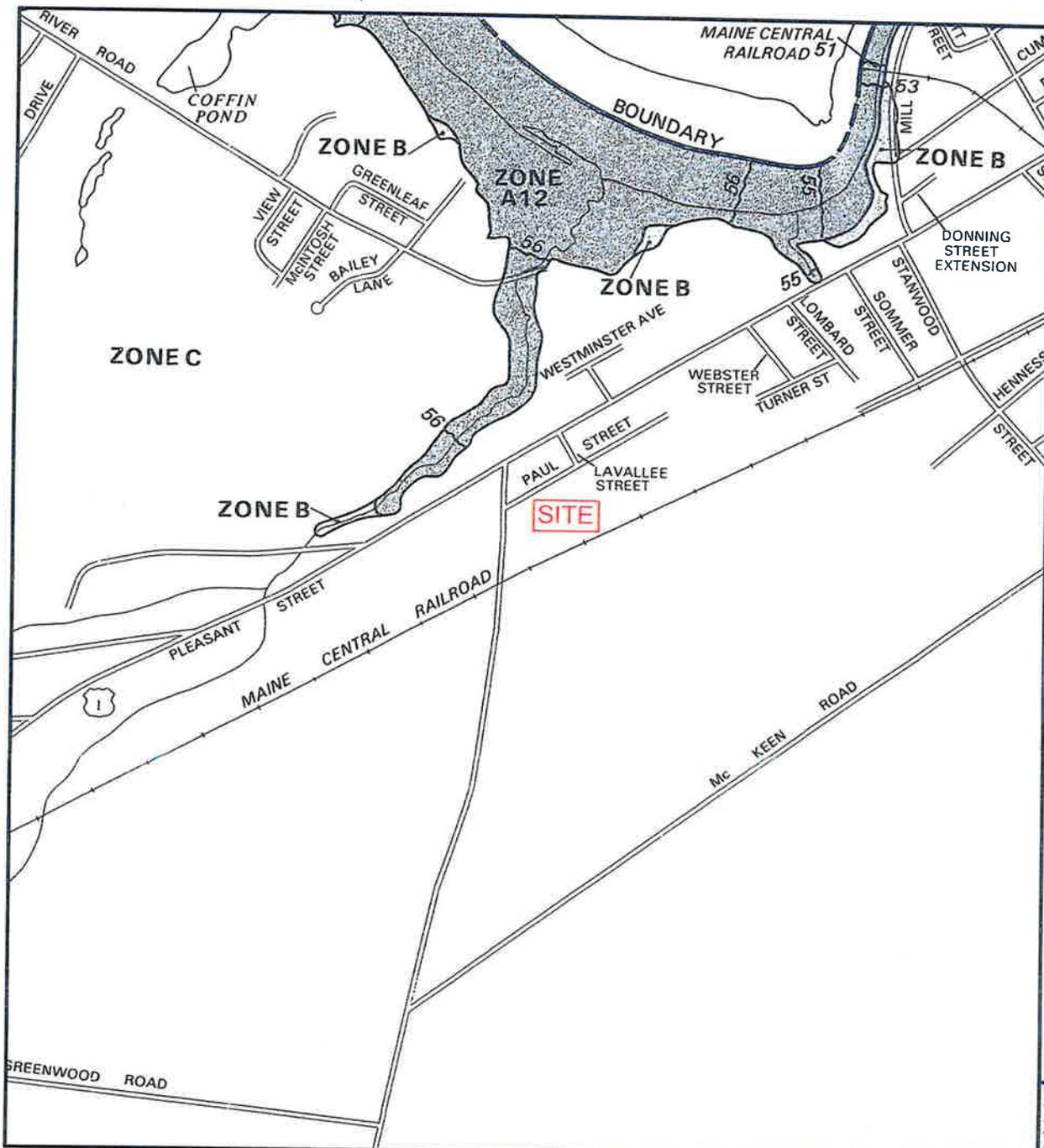
Disclaimer:
The information is provided as a
reference only and is not to be
used for any purpose.
The Town of Brunswick shall not be
held responsible for the accuracy or
omission of this data.
Copyright Town of Brunswick



1 inch = 100 feet

Revised To: April 1, 2011
Maps Prepared by:
Town of Brunswick

MAP
U26



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
BRUNSWICK, MAINE
CUMBERLAND COUNTY

PANEL 15 OF 35
(SEE MAP INDEX FOR PANELS NOT PRINTED)

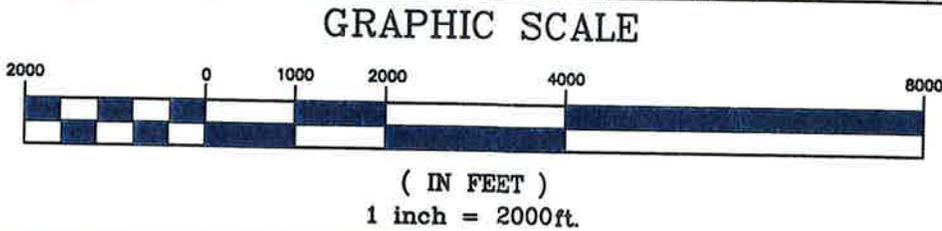
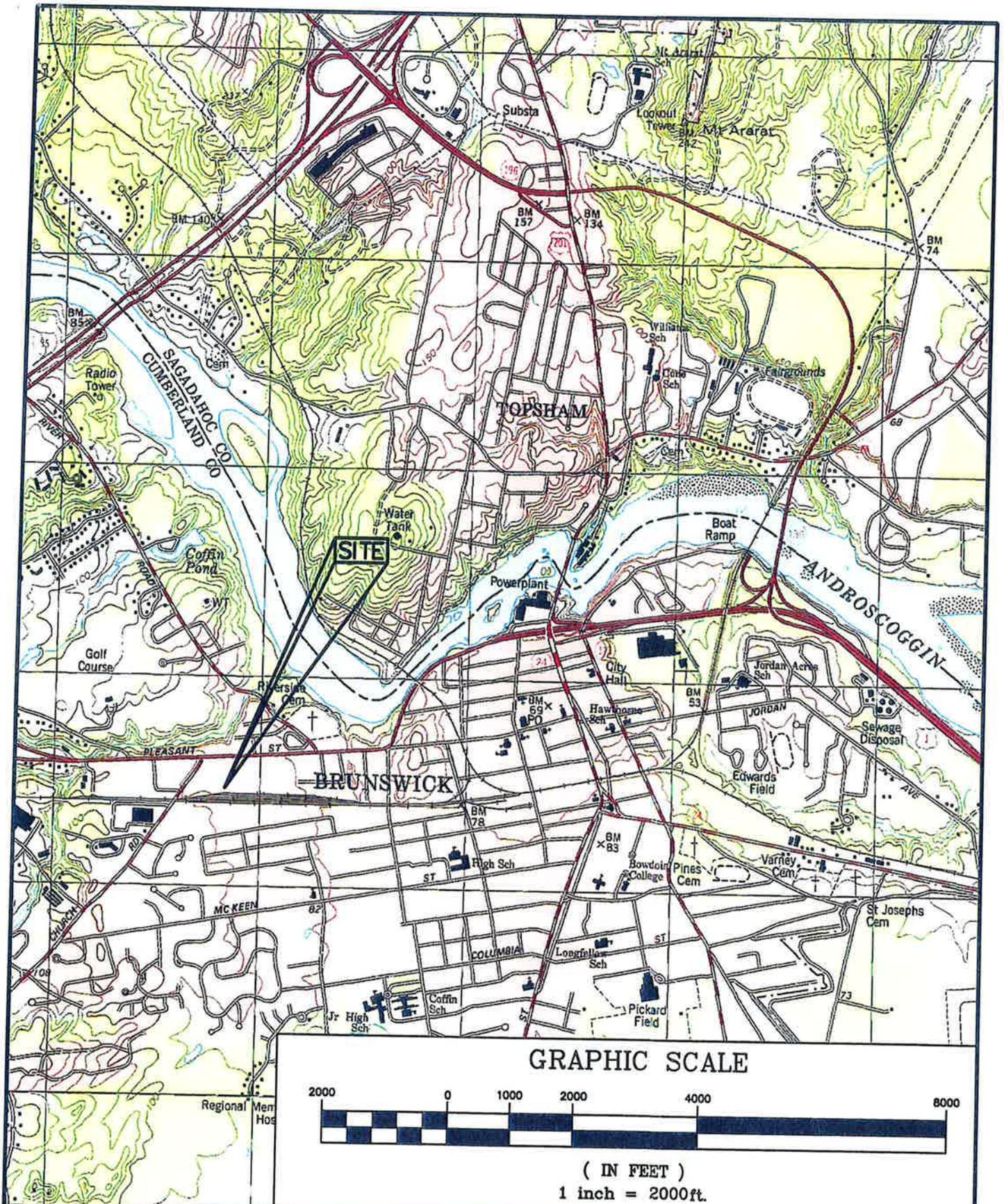
COMMUNITY-PANEL NUMBER
230042 0015 B

EFFECTIVE DATE:
JANUARY 3, 1986



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



SITELINES
ENGINEERS PLANNERS

8 CUMBERLAND ST. BRUNSWICK, ME 04011
(207) 725-1200 FAX 725-1114

USGS LOCATION MAP
BUILDING EXPANSION
MAINE WOOLENS LLC
15 PAUL STREET, BRUNSWICK, MAINE

DATE: 07/3/2012
SCALE: 1"=2000'
JOB: 2048
FILE: 2048USGS

SHEET: 1 OF 1

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

Attachment E
Photographs

Photographs of the project are included for reference.



Photograph 1: Looking East on Paul Street at Site Entrance



Photograph 2: View of Site Entrance. Light pole to be removed.



Photograph 3: Bird's Eye View of Site



Photograph 4: Birds Eye View of Vicinity

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

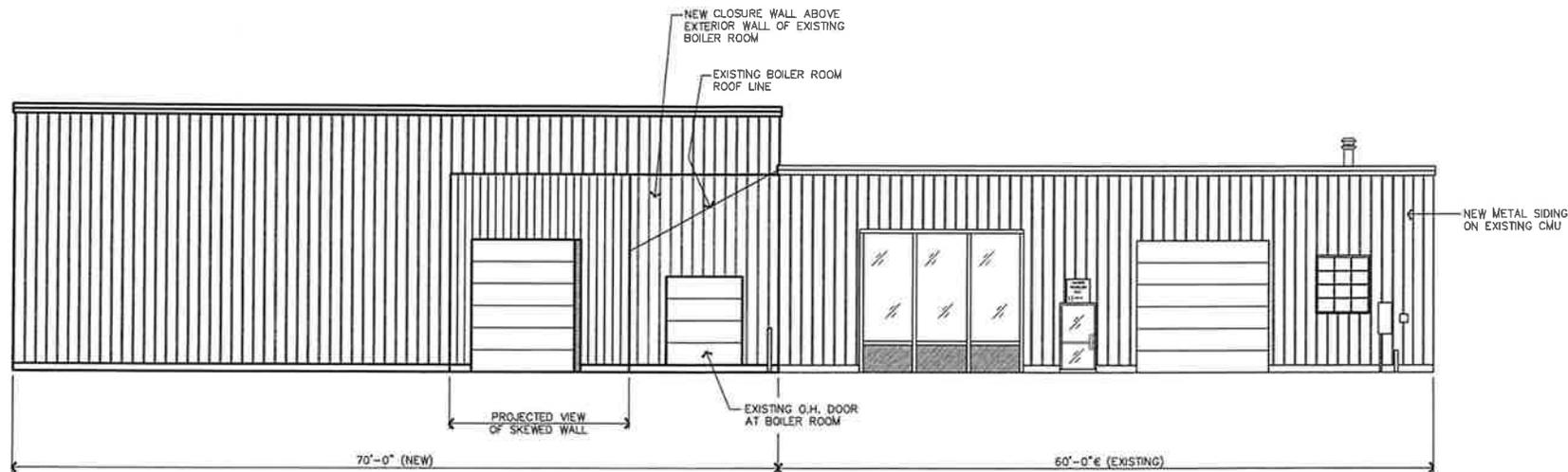
Attachment F
Building Plans

Reduced floor plan and building elevation(s) are included for review.

Major Development Review Application
Maine Woolens Building Expansion
15 Paul Street, Brunswick, Maine
July 10, 2012

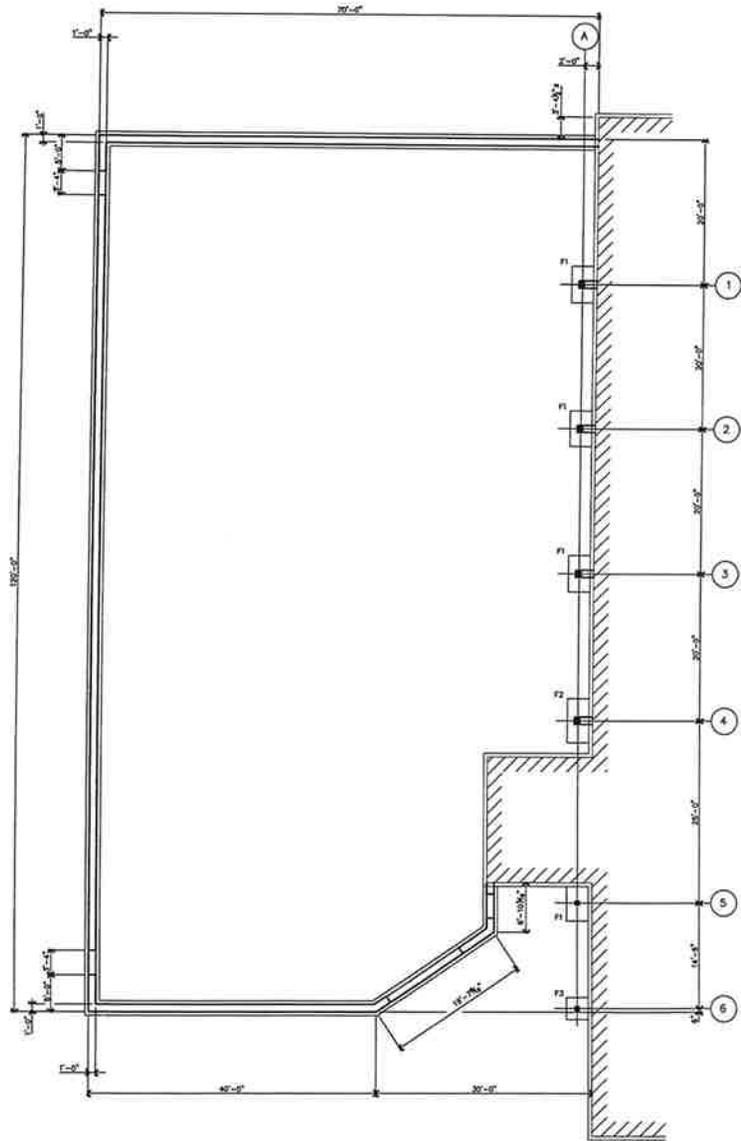
Attachment G
Site Plans

Reduced project site plans are included for review. A separate plan set of full size plans are also provided.

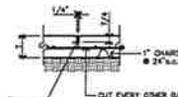
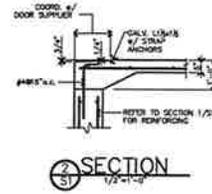
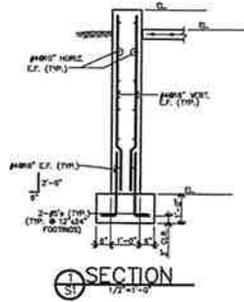


NORTH ELEVATION

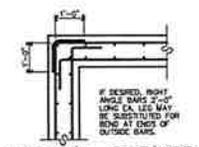
3/32" = 1'-0"



FOUNDATION PLAN
1/8"=1'-0"



TYPICAL CONTROL JOINT FOR SLABS-ON-GRADE
(SHOWN AS 'C.I.' ON SLAB PLAN)
N.T.S.

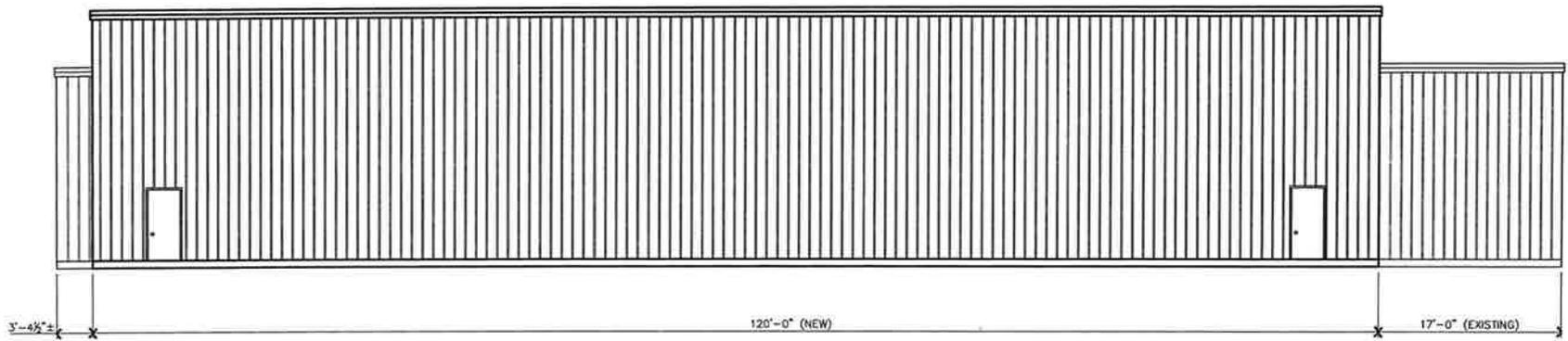


TYPICAL CORNER REINFORCING
N.T.S.

LEGEND

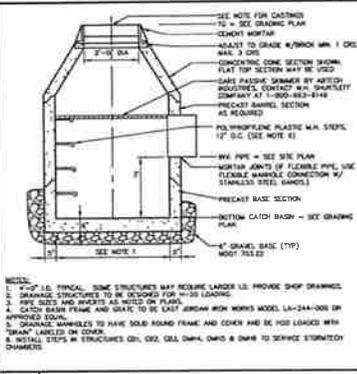
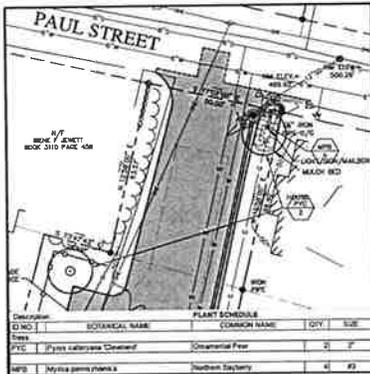
◆	STEP IN TOP OF WALL
◆	STEP IN FOOTING WALL
T/F	TOP OF FOOTING ELEVATION
T.O.C.	TOP OF CONCRETE ELEVATION
T.O.S.	TOP OF SLAB ELEVATION
T.O.W.	TOP OF WALL ELEVATION
T.O.P.	TOP OF PIER/PILASTER ELEVATION
C.I.	SLAB CONTROL JOINT

	REVISION
	DATE
	NO.
	PROJECT
MAINE WOOLENS ADDITION	
BRUNSWICK, MAINE	
FOUNDATION PLAN	
	DATE
	NO.
Lincoln/Haney	
Engineering Associates, Inc.	
6 Federal Street Brunswick, Maine 04011 Phone: 807-729-1061 Fax: 807-729-8841	
S1	

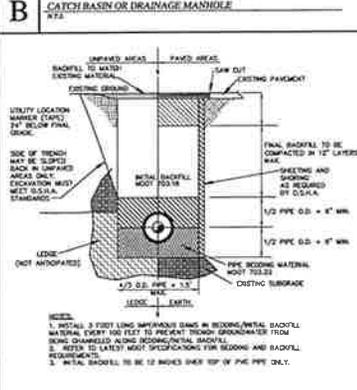
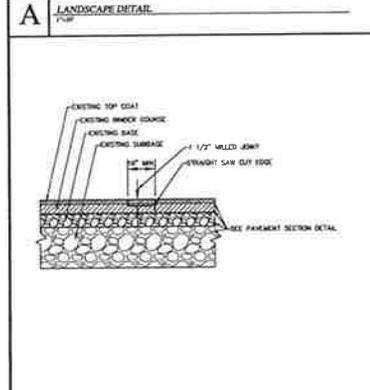


EAST ELEVATION

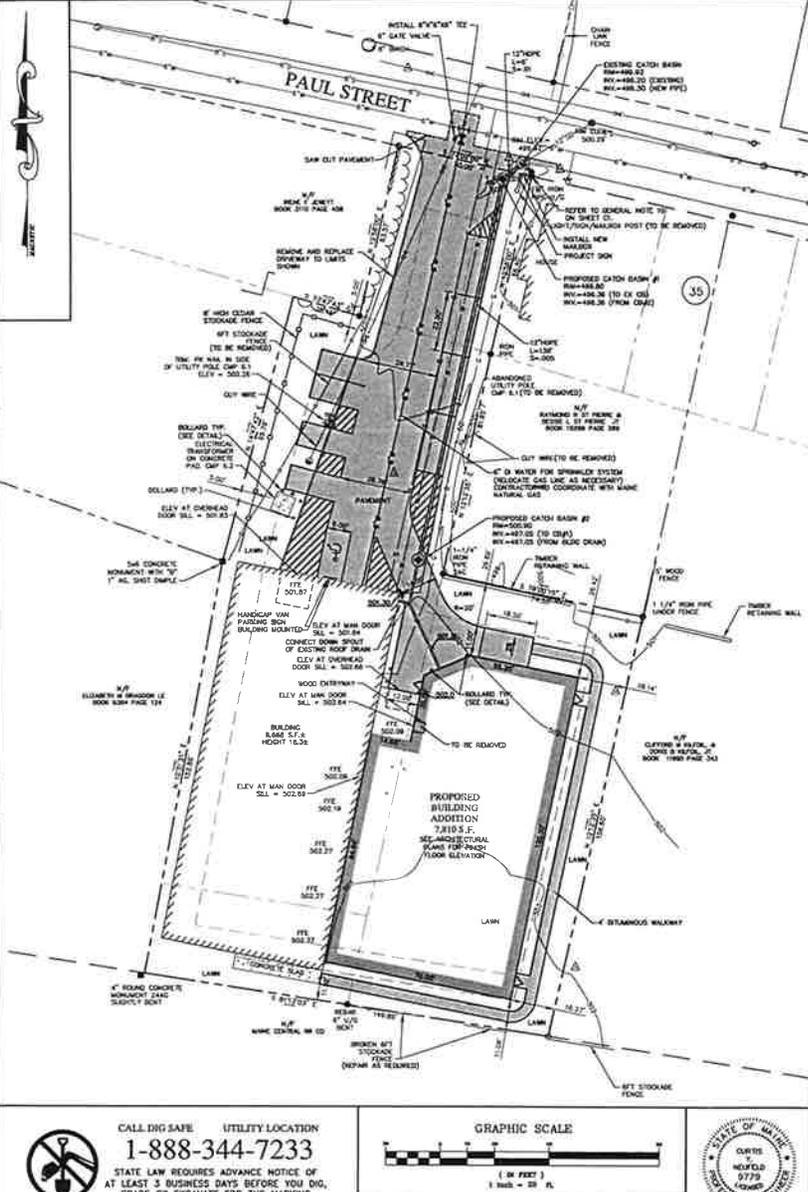
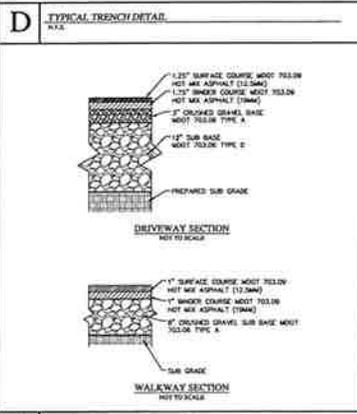
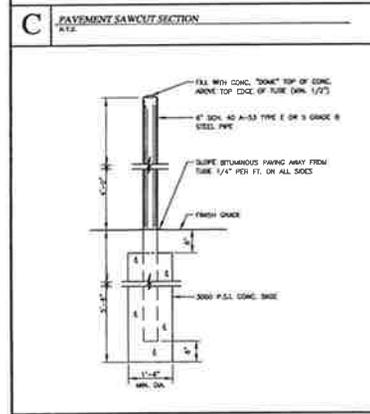
3/32" = 1'-0"



- NOTES:**
1. 1/2" I.D. TYPICAL. SOME STRUCTURES MAY REQUIRE LARGER I.D. PROVIDE SHOP DRAWINGS. STRUCTURE TO BE DESIGNED FOR 100 LB LOADS.
 2. PIPE SIZES AND PARTS AS NOTED ON PLANS.
 3. CATCH BASIN FRAME AND GRADE TO BE CAST JERMAN RICH MONROE WOOD-L244-008 OR APPROVED EQUAL.
 4. DRAINAGE MANHOLES TO HAVE SOLID ROUND FRAME AND COVER AND BE HOT LOADED WITH "BRAN" LABELED ON COVER.
 5. INSTALL STEPS IN STRUCTURES ON OIL, GAS, OIL/GAS, OIL & GAS TO SERVICE STORMWATER CHAMBERS.



- NOTES:**
1. INSTALL 3 FOOT LONG IMPERVIOUS BANDS IN REINFORCED CONCRETE. BANDS TO BE PLACED EVERY 100 FEET TO PREVENT TROUGH GROUNDWATER FROM RISING CHANGELINE ALONG REINFORCED BANDS.
 2. REFER TO LATEST MOST SPECIFICATIONS FOR REINFORCEMENT AND BANDS.
 3. METAL BANDS TO BE 12 INCHES SHIP TOP OF PIPE ONLY.



LOCATION MAP

GENERAL NOTES:

1. SEE REFERENCE FOR SURVEYED PARCEL: BOOK 2846 PAGE 248
2. RECORDS OWNER: MAINE WOOLENS LLC 15 PAUL STREET, BRUNSWICK, MAINE 04011
3. PLAN REVEALED: BOUNDARY AND TOPOGRAPHY SURVEY COMPLETE BY SITEPLAN PA.
4. AREA INFORMATION: PARCEL AREA = 34,227 SQ.FT. / 0.78 ACRES. FINAL IMPROVED AREA = 33,880 SQ.FT. / 0.77 ACRES.
5. TAX MAP REFERENCE: TAX MAP U-24, LOT 12.
6. ZONING INFORMATION: ZONING: MA3 (MEDIUM DENSITY RESIDENTIAL) ZONING AREA: 10,000 SF. MAXIMUM RESIDENTIAL DENSITY: 4.3 UNITS PER ACRE. MINIMUM LOT WIDTH: 60 FEET. MINIMUM FRONT YARD: 30 FEET. MINIMUM SIDE YARD: 15 FEET. MINIMUM REAR YARD: 15 FEET. MAXIMUM IMPROVED SURFACE COVERED: 75%. MAXIMUM BUILDING HEIGHT: 10 FEET. MAXIMUM BUILDING FOOTPRINT PER STRUCTURE: 3,000 SQ. FT.
7. BENCHMARK INFORMATION: PER MAIL IN SIDE OF UTILITY POLE CAP 6.1 ELEV = 362.38.

LAYOUT NOTES:

1. ALL DIMENSIONS UNLESS NOTED OTHERWISE IS TO THE FACE OF CURB AND / OR BUILDING FOUNDATION.
2. OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
3. PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCE BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE HALF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
4. BOUNDARY INFORMATION ON LAYOUT PLAN IS FOR REFERENCE ONLY. REFER TO CERTIFIED BOUNDARY PLANS FOR BOUNDARY INFORMATION.
5. ALL HANDICAP ACCESSIBLE PARKING SPACES, RAMPS AND SLOPES SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
6. COORDINATE SITE WORK WITH ARCHITECTURAL DRAWINGS INCLUDING BUILDING FEATURES AND FOUNDATION PLAN.
7. ALL SITE LIGHTING PROVIDED OTHER THAN BUILDING-MOUNTED (WALL PACKS) REQUIRED BY DEVELOPMENT PLAN.
8. BUILDING ADDITION WILL NOT HAVE ROOF-MOUNTED HVAC EQUIPMENT.

GRADING AND DRAINAGE NOTES:

1. THE CONTRACTOR SHALL PHASE GRADING EFFORTS SUCH THAT TOTAL SITE DISTURBANCE IS MINIMIZED. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO GRADING EFFORTS OR WITHOUT DELAY UPON SUCH COMPLETION, RETROFIT UPON THE SITUATION.
2. THE LIMITS OF DISTURBANCE SHALL GENERALLY BE THE MINIMAL EXTENT NECESSARY TO PERFORM THE GRADING EFFORTS SHOWN ON THE DRAWINGS. SPECIAL CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF SELECT AREAS NOT SPECIALLY IDENTIFIED FOR PROTECTION OR RESTORATION.
3. ALL DISTURBED AREAS SHALL BE LOADED AND SEEDS IN ACCORDANCE WITH THE DRAWINGS, UNLESS INTENDED FOR OTHER SURFACE COVER.
4. STORM DRAINAGE SHALL BE CONSTRUCTED CONCURRENTLY WITH GRADING EFFORTS TO PROMOTE IMMEDIATE COMMENCEMENT FOR ANY SITE RUNOFF CONTROL.
5. WHERE FINAL GRADING HAS BEEN COMPLETED SURFACE DISTURBANCE FOR UNDISTURBED AREAS WILL BE COMPLETED AS SOON AS PRACTICABLE, FOR VEGETATIVE REPAIR, RESTORATION AND / OR PROTECTIVE MEASURES.
6. UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPES SHALL BE IN ACCORDANCE WITH MOST SPECIFICATIONS SECTION ALL PIPE DRAINAGES AND TYPICAL DRAINAGE LATEST EDITION WITH THE FOLLOWING TYPES OF PIPE ARE AS FOLLOWS:
 - SMOOTH BORE POLYETHYLENE PIPE - 10" TO 36" I.D. ADS

REVISIONS:

NO.	DATE	DESCRIPTION
1.	07-24-12	REVISED FOR TOWN STAFF COMMENTS
2.	07-10-12	SUBMITTED TO TOWN FOR FINAL APPROVAL

SITE DEVELOPMENT PLAN

PROJECT: MAINE WOOLENS LLC BUILDING EXPANSION

OWNER: MAINE WOOLENS LLC 15 PAUL STREET, BRUNSWICK, MAINE 04011

SITELINES, PA
ENGINEERS & PLANNERS
LANDSCAPE ARCHITECTS

8 CUMBERLAND STREET, BRUNSWICK, ME 04011
207.725.1200 www.sitelines.com

FIELD WK. REFL/BLD SCALE: 1" = 20'
DRAWN BY: RPL JOB #: 2048
CHECKED BY: CTN SS:
DATE: 06-28-2012 FILE: 2048-SITE

CALL OR TEXT 1-888-344-7233

UTILITY LOCATION

STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

GRAPHIC SCALE

1" = 20'

NOT FOR CONSTRUCTION

STATE OF MAINE
DIVISION OF REVENUE
NOTED 9779
REGISTERED PROFESSIONAL DRAFTER

E BOLLARD DETAIL

F REINFORCED PAVEMENT SECTION

C2

**Draft Findings of Fact
Major Site Plan Final Review
Review Date: July 31, 2012**

Project Name: Maine Woolens

Case Number: 12 -022

Tax Map: Map U26, Lot 12

Applicant: Maine Woolen
15 Paul Street
Brunswick, Maine 04011

Authorized Representative: Curt Neufeld, PE
Sitelines, PA
8 Cumberland Street
Brunswick, Me 04011

PROJECT SUMMARY

Maine Woolen is expanding its current manufacturing operations at 15 Paul St by constructing a 7,886 square foot addition to the existing 8,668 building.

The proposed development is located in the Mixed Use 2 Zoning District within the town's Growth Area. It is serviced by town water and sewer.

The existing parcel is nonconforming with respect to rear setback. The nonconformity will not be increased as a result of the development. Other than the grandfathered nonconformity, the project meets Zoning Ordinance use, space and bulk standards.

The applicant requests a joint Sketch Plan and Final Plan approval by the Planning Board.

Motion 2: That the Sketch and Final Plan application is deemed complete.

The following waivers have been requested by the applicant:

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
4. Parking Space Requirements

Staff recommends approval of the requested waiver.

Review Standards from Section 411 of the Town of Brunswick Zoning Ordinance

411.1 Ordinance Provisions

The property is located in the Mixed Use 2 (MU2) Zoning District. An Industry Class I use is allowed in the zone. The building is nonconforming with respect to rear setback but that standard is grandfathered and the nonconformity will not be increased. The density provisions do not apply to this nonresidential use. The proposed development meets dimensional and lot configuration requirements. The proposed development complies with all applicable standards for the MU2 District. *The Board finds that the provisions of Section 411.1 are satisfied.*

411.2 Preservation of Natural Features

The lot is covered by 74.77% impervious surface. Trees on the west side of the lot and a grassed area where the new building will go represent the only natural features. There are no steep slopes on the property, it is not within a flood hazard area and no part of the land is within a Natural Resource Protection Zone. The development does not occur within or cause harm to any land which is not suitable for development. *The Board finds that the provisions of Section 411.2 are satisfied.*

411.3 Surface Waters, Wetlands and Marine Resources

No water bodies, streams, wetlands or vernal pools are identified on the site. The development will not adversely affect the Mare Brook watershed or the water quality of Casco Bay or its estuaries. *The Board finds that the provisions of Section 411.3 are satisfied.*

411.4 Flood Hazard Areas

Based on the Flood Insurance Rate Map, community panel # 230042 0015 B, effective date, 1/3/1986, the project site is located within Zone C, described as areas of minimal flooding and outside the regulatory 100-year flood zone. The development activity does not occur within a FEMA flood hazard area and therefore minimizes any risk of flooding. *The Board finds that the provisions of Section 411.4 are satisfied.*

411.5 Stormwater Management

The amount of impervious surface on site is 74.77%. Stormwater will be channeled to the town's storm drain system on Paul St. The project satisfies the recommended stormwater quality standards described in the Storm Water Management for Maine: Best Management Practices, published by the State of Maine Department of Environmental Protection, as amended. *The Board finds that the provisions of Section 411.5 are satisfied.*

411.6 Groundwater

The project will be served by the town's municipal water system. No activities are proposed or anticipated that will extract groundwater for commercial purposes. The Board finds that the development will not, alone or in conjunction with existing activities;

adversely affect the quality or quantity of groundwater. *The Board finds that the provisions of Section 411.6 are satisfied.*

411.7 Erosion and Sedimentation Control

The project has been designed to incorporate Best Management Practices as outlined in the Maine Erosion and Sediment Control BMPs as published by the Maine DEP, current edition. Specific provisions for permanent and temporary erosion control features have been provided on the Final Plan. The proposed development will not cause unreasonable soil erosion or reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. *The Board finds that the provisions of Section 411.7 are satisfied.*

411.8 Sewage Disposal

The project will be served by the town's sewer system. No additional impact on sewer service is expected. *The Board finds that the provisions of Section 411.8 are satisfied.*

411.9 Water Supply

The project will be served by the town's municipal water system. No additional impact on sewer service is expected. *The Board finds that the provisions of Section 411.9 are satisfied.*

411.10 Aesthetic, Cultural and Natural Values

The proposed project will not have any undue adverse effect on the scenic or natural beauty of the area, historic sites, or significant wildlife habitat identified by the Maine Department of Environmental Protection and Inland Fisheries & Wildlife or by the Town of Brunswick, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline. *The Board finds that the provisions of Section 411.10 are satisfied.*

411.11 Community Impact

The proposed project is located at 15 Paul St in the Mixed Use 2 Zoning District. The Public Works Director confirmed that no additional solid waste impact fee is required. The town's emergency services are able to adequately serve the location and no significant impact on school enrollment is anticipated as a result of the project. Overall, municipal resources are available to service the project. *The Board finds that the provisions of Section 411.11 are satisfied.*

411.12 Traffic

The development will create one or two more employees but the impact on traffic is minimal. Eleven parking spaces are adequate to service the needs of the manufacturing operation. The parking ordinance requires 34 spaces based on the square footage of the use. The applicant requests a waiver of the parking standard based on the amount of parking proposed being enough to service the needs of the business. The proposed development will not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing and the traffic

associated with the development shall maintain level of service within 200 feet of any existing curb cut. *The Board finds that the provisions of Section 411.12 are satisfied.*

411.13 Pedestrian and Bicycle Access and Safety

The Board finds that the development will accommodate bicyclists and addresses pedestrian access, safety and circulation within the site. *The Board finds that the provisions of Section 411.13 are satisfied.*

411.14 Development Patterns

The proposed development is within the town's Growth Area. The surrounding properties are a mix of residential and commercial uses. The project will utilize public water and sewer service. The development is consistent with the surrounding properties. As proposed, the development is respectful of Brunswick's historic development pattern and will have no adverse impact on adjacent residential areas. *The Board finds that the provisions of Section 411.14 are satisfied.*

411.15 Architectural Compatibility

The pre-fabricated metal manufacturing building is consistent with other manufacturing buildings in the area and throughout the town. The development is compatible with its surroundings in terms of size, scale, mass and design. *The Board finds that the provisions of Section 411.15 are satisfied.*

411.16 Municipal Solid Waste Disposal

The project will not substantially increase the amount of solid waste produced on site. As a result, the Director of Public Works is not requiring a solid waste impact fee. The development will not cause an unreasonable burden on the municipality's ability to dispose of solid waste. *The Board finds that the provisions of Section 411.16 are satisfied.*

411.17 Recreation Needs

The development will not cause an unreasonable burden on the municipality's ability to provide recreational services. No recreation impact fee is required for this nonresidential use. *The Board finds that the provisions of Section 411.17 are not applicable.*

411.18 Access for Persons with Disabilities

The development shall comply with the Americans with Disabilities Act as applicable, which will be reviewed as part of the building permit application. *The Board finds that the provisions of Section 411.18 are satisfied.*

411.19 Financial Capacity and Maintenance

The developer has adequate financial and technical capacity to complete the project, and that once it is completed, the project is expected to have adequate resources to maintain itself. *The Board finds that the provisions of Section 411.19 are satisfied.*

411.20 Noise and Dust

Best Management Practices as outlined in the Maine Erosion and Sediment Control BMP's published by the Maine Department of Environmental Control, will be utilized to control dust during construction. Noise will be limited through the compliance of the site contractor with the standard hours of construction per Section 524.1. Upon construction completion, there are no anticipated impacts with regard to noise or dust. *The Board finds that the provisions of Section 411.20 are satisfied.*

411.21 Right, Title and Interest

The applicant owns the property giving it sufficient right, title and interest to develop the land. *The Board finds that the provisions of Section 411.21 are satisfied.*

411.22 Payment of Application Fees

The applicant has paid all applicable development review application fees. *The Board finds that the provisions of Section 411.22 are satisfied.*

**DRAFT MOTIONS
MAINE WOOLENS
CASE NUMBER
12-022**

Motion 2: That the Board waives the following requirement:

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
4. Parking Space Requirements

Motion 3: That the Sketch and Final Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, 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.

* Please note that site plan approvals by the Planning Board shall expire at the end of two years after the date of Final Plan approval unless all construction has been completed by that date (Section 407.4.B of the Brunswick Zoning Ordinance).

Kris Hultgren

From: Ken Brilliant
Sent: Monday, July 23, 2012 8:48 AM
To: Kris Hultgren; Anna Breinich
Subject: Staff Review

Good morning. As it is my first day back and I'm rather busy I will not be able to make the 10 meeting. Jeff is on vacation but did leave his comments which are as follows.

- 1) Medical Office building- Good access, no comment- building will be getting a full review.
- 2) Crestview subdivision- no comments
- 3) Maine Woolens- Jeff met with Sitelines (Kurt). The concern was the building/ site access. It is Jeff's position that the plan be accepted with a sprinkler system to be installed as equivalency effort. The plans call for a 6 inch water supply to the building, Jeff is guessing they are on board.

If there are questions please let me know and I will work on getting the answers.

Kenneth A. Brilliant
Fire Chief
Brunswick Fire Dept.
21 Townhall Place
Brunswick, Maine 04011
(207) 725-5541 ext. 11

Workshop



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

July 27, 2012

To: Brunswick Planning Board
From: Anna Breinich, AICP
Subject: 28 Federal Street Reuse as a Non-Municipal Facility

At their July 23rd meeting, the Brunswick Town Council unanimously voted to request Planning Board's consideration of options to amend the zoning ordinance to allow other uses at 28 Federal Street (Town Hall and Recreation Facility), once the buildings are no longer used as a municipal facility, and make recommendation to Council.

As requested by Town Council, we researched zoning of 28 Federal Street in effect at the time of construction of the Municipal Building and, thereafter, to determine if its functional use as an office would be considered a legally-established nonconforming use.

In 1959, the Town of Brunswick acquired the 28 Federal Street property. We are unable to confirm whether the Parks and Recreation Building, 30 Federal Street, was also acquired at that time or earlier. At the time of purchase and it is assumed, at the time of construction of the municipal building, the property was zoned as General Residence. Municipal Use was a permitted use; office use was not.

In 1969, the Zoning Ordinance was significantly updated with the creation of new zoning districts and changes made to existing zoning district boundaries. The west side of Federal Street from Mason to Center Street was rezoned from General Residence to C-1, Downtown Commercial District. This district generally included Maine Street from Fort Andross to Pleasant Street, then continuing south on the west side of Maine Street to Noble Street. Permitted uses included multi-family residential only by "exception" approved by the Board of Appeals, a mix of commercial, institutional, recreational and educational uses. Single-family residential was not a permitted use. With regard to 28 Federal Street, "governmental building or facility" was a permitted use as well as offices. The Municipal Building continued as a governmental building or facility use and was not reclassified as an office.

The C-1 Zoning District remained as adopted in 1969 until September 1986, at which time an updated zoning ordinance was adopted. Zoning districts were again redrawn and all previously zoned C-1 properties fronting Federal Street were now rezoned a new Intown Residential 11 District, as was all Federal Street. Unfortunately the rezoning from C-1 to Intown Residential 11 created 5 non-conforming uses/properties out of 7 properties located between Mason and Center Streets. For the most part, these non-residential uses were legally established between 1969 and

1986 and still exist today as nonconforming uses today. In hindsight, this area should have remained C-1.

Presently, as a municipal facility, the town offices and recreation center are permitted uses by ownership alone. As to their functional use, offices and recreational facilities are prohibited uses in the current Town Residential 2 Zoning District (TR2) established in 1997, as part of a comprehensive Town-wide rezoning. Single-family and multi-family residential uses are the only permitted uses in the TR2 District encompassing Federal Street with the exception of an area near Cleaveland Street. Bed and breakfast establishments, greenhouse and florist, photographer and artist studios and religious institutions are permitted by Special Permit. Therefore, if the existing Town offices and recreation uses are vacated, the buildings/parcels cannot be used for the same non-municipal functional use.

Moving forward, the Town can rezone the west side of Federal Street, between Mason and Center Streets, back to what is now known as Town Center 1 (formally C-1), thereby reflecting the majority of existing nonconforming uses established by right between 1969 and 1986 – primarily non-residential uses, compatible with residential uses. As the Town Core area rezoning is already started with a draft combined Town Center District for the Downtown area, it would be more appropriate to consider changes in districts/boundaries, consistent with the 2008 Comprehensive Plan, as part of the larger rezoning effort.

To address the issue at hand, the potential reuse of the municipal facilities based on functional use, an option may be to amend the existing municipal facilities standards (Section 306.17) to allow the continuation of existing prohibited functional uses of municipal facilities, as a legally-established nonconforming use. Essentially, the functional use of the municipal facility would be considered non-conforming having the same restrictions as any other nonconforming use town-wide. If considered a viable option, Planning Board may consider and possibly recommend such an amendment to Section 306.17.

I will be in attendance at the Planning Board to answer questions.

Minutes

**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 Louder 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 Louder 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 Louder, 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 TOTMAN THAT THE SPECIAL PERMIT IS DEEMED COMPLETE. SECONDED BY JEFF PETERS, APPROVED UNANIMOUSLY.

Margaret Wilson asked if the current business has a garage; Rachel Louder 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 Louder 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

**BRUNSWICK PLANNING BOARD
TUESDAY, JUNE 12, 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 TOTMAN 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

**BRUNSWICK PLANNING BOARD
TUESDAY, JUNE 26, 2012**

MEMBERS PRESENT: Chairman Charlie Frizzle, Vice Chair Margaret Wilson, Dann Lewis, 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 June 26, 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: 12-020 Medical Office Building: The Board will review a sketch plan application submitted by Priority Group, LLC to construct a medical office building at 14 Thomas Point Road (**Assessor's Map CC1, Lots 26 & 42**) in the **Cooks Corner (CC) Zoning District.**

Kris Hultgren introduced the project by reviewing his Memo to the Planning Board dated June 21, 2012 and stated that this proposal was for a medical office building. He stated that the current building is 5,000 square feet and the applicant proposes to add an additional 5,000 square feet of office space with an additional 10,000 square foot field house all to be connected. Kris stated that this development is in the Cooks Corner Zoning District.

MOTION BY MARGARET WILSON TO DEEM THE SKETCH PLAN COMPLETE. SECONDED BY DANN LEWIS, APPROVED UNANIMOUSLY.

Charles Wiercinski, of Sitelines, stated that the current building used to be Radio City then a tattoo parlor and now they propose to create a medical office building. Mr. Wiercinski stated that the proposal involves 78 parking spaces 4 of which are handicapped; this will meet the need of the 10,000square foot field house as well as what is needed for the office space. Mr. Wiercinski reviewed the landscape plan and stated that Cooks Corner rules require 80% which will be provided and stated that what is being proposed is an iron fence along the street frontage of Thomas point road, large street trees and understory plantings as well as foundation planting around the building. There will be trees and bushes in the various islands. Mr. Wiercinski explained that the requirements of a sidewalk of placed up against the building will change due to the proximity of Thomas Point road to the building and suggested a 5 (five) by 2 (two) foot sidewalk. Sewer and stormwater will come from the existing building. Mr. Wiercinski reviewed elevations and stated that the idea would be brick along the bottom and the roofline would be metal; they have been speaking with the Codes office about doors. Charlie Frizzle asked staff if they had run the calculations to confirm that impervious surface is under the 80% requirement; Kris Hultgren replied that they had run the calculation and it is just under the net increase for a DEP permit and noted that it does trigger a Permit By Rule but it does meet the Cooks Corner requirement.

Margaret Wilson asked if the facility was going to be 2 (two) story or 1 (one) story; Charles Wiercinski replied that it was going to be a 1 (one) story building. Margaret Wilson suggested that they take another look at breaking up the façade and Mr. Wiercinski agreed. Anna Breinich replied that they have spoken about this and she suggested they take a look at colors of the larger building.

Dana Totman asked staff if the proposed parking is compliant with the Cooks Corner standards; Kris Hultgren replied that the parking is compliant since both the addition and the field house will be attached to the existing building; the front that is set back serves as the front façade of the development.

Margaret Wilson asked if the applicant prefers the sidewalk up against the iron fence or following Thomas point road. Charles Wiercinski replied that since they are unsure what will happen to Thomas point road, it would make sense to have the sidewalk up against the fence and property line. Charlie Frizzle suggested making it a condition that if Thomas Point road is realigned and settled someday that the sidewalk be finished to the end of the building; Mr. Wiercinski agreed.

Richard Visser stated that he was concerned about the traffic flow from Thomas Point Road to Bath Road. He asked if there is a way to get an exit from Gurnet Road. Mr. Wiercinski replied that they have done a traffic study. He stated that before the addition, the level of traffic would be Level "C" and after the addition, the level of service wouldn't change. He noted that customers can turn around and exit using the movie theater exit/entrance.

Charlie Frizzle opened the meeting to public comment. No public present and the public comment period was closed.

Margaret Wilson asked for a layout of the Thomas Point intersection for the final plan.

MOTION BY STEVE WALKER TO APPROVE THE SKETCH PLAN AS PROPOSED. SECONDED BY DANA TOTMAN, APPROVED UNANIMOUSLY.

Workshop: The Board will review a proposal to increase the maximum footprint of structures in the Residential 3, 4, 5, 6 and 7 Zoning Districts.

Anna Breinich reviewed her Memo to the Planning Board dated June 21, 2012 and stated that she recommends adding an additional note to Section 203.3 of the Brunswick Zoning Ordinance allowing for the maximum footprints of 3 or more dwelling units not to exceed 8,000 square feet with an individual unit not to exceed 2,500 square feet. Anna stated that the maximum building footprint would include the first floor, decks and additions and garage. Charlie Frizzle asked why have any limit on 1(one) unit when you have already limited the units to 8,000 square feet total? Scott Howard reviewed the history of how the 5,000 square foot dwelling was established and reviewed what they have had to do terms of building 4 (four) units; detached decks and garages are expensive and not what today's buyer is looking for. Mr. Howard stated that the 2,500 square foot per unit

consisted of roughly 1,500 square feet and 1,700 square feet of living space and a 2 car garage and possibly a deck; they feel that 2,500 square feet was reasonable on a single unit basis to meet the basic criteria of what the buyer wants. Charlie stated that he was comfortable with the 8,000 square feet but stated that his preference would be to leave the individual unit maximum out. Dana Totman agreed with Charlie. Margaret Wilson replied that she would want to be more expansive and include all the districts in the Growth Zone and include MU3, MU6, CU4 and CU6 since they must meet the same criteria; if 8,000 square feet is appropriate for one residential zone in the Growth Zone then it should be applied to these 4 (four) as well. Charlie agreed.

Dann Lewis asked if the market is looking for 4 (four) units, why not go with 10,000 square feet? Anna Breinch replied that 10,000 square feet would be double what the maximum is now. Scott Howard stated that they already have some homes built at 10,000 square feet but they have be detached in order to meet the requirements. Charlie Frizzle stated that he would feel comfortable with a 10,000 square foot maximum since it is only referring to residential dwelling units of 3(three) or more and making maximum use of density. Anna replied that if Planning Board decides to set a public hearing they can advertise as 10,000 square feet and if the Board decides to at the hearing to settle on less then they may do so. Anna asked if they wanted to include town residential zones. Charlie suggested leaving them alone at this time and only adding what Margaret suggested. Kris confirmed that they were adding MU3, MU6, CU4 and CU6.

Other

- 7/10 Agenda to include Sketch Plan for Crestview subdivision.
- 7/24 Agenda to include a Public Hearing on a zoning amendment and Final Plan application for Cooks Corner development.
- 7/31 Crestview Final Plan, and possibly 1 other item.

Minutes

No minutes reviewed at this meeting.

Adjourned

This meeting was adjourned at 7:55 P.M.

Attest

Tonya D. Jenusaitis
Recording Secretary

**BRUNSWICK PLANNING BOARD
TUESDAY, JULY 10, 2012**

MEMBERS PRESENT: Chairman Charlie Frizzle, Vice Chair Margaret Wilson, Dann Lewis, Richard Visser and Steve Walker

STAFF PRESENT: Kris Hultgren

A meeting of the Brunswick Planning Board was held on Tuesday July 10, 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: 12-014, 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 (CP1) Zoning District**.

Kris Hultgren began by reviewing his Memo to the Planning Board dated July 6, 2012 and stated that the Sketch Plan is to amend the previously approved Crestview Subdivision by dividing one (1) lot into three (3). Kris reviewed the location of the lot and noted that there are a few issues at hand. The first issue is that this is an Open Space Subdivision approved by the Planning Board in 1996; the subject lot was created prior to this in 1994 but approved as part of the Crestview Subdivision by the Planning Board in 1996. Kris stated that the Open Space subdivision had roughly 100 acres of gross land which was included; 53 acres were set aside and permanently protected with a conservation easement. Kris stated that in the Coastal Protection Zone there is a four (4) acre minimum lot size; this standard is allowed to be reduced if the project conforms to the Open Space subdivision standards and sets enough land aside. After calculation, the Open Space subdivision is allowed to have 22 units; in 1996 the subdivision was approved to include 10 units and the two (2) requested would be a total of 12 which will meet the density of the Open Space subdivision. Kris noted that the conservation land is monitored by the Town and the Conservation Commission.

Kris Hultgren stated that another issue is that the subdivision is located within the Brunswick Rural Smart Growth (BRSG) and noted that the subject lot is located 100% within the Wildlife Corridor and subject to these standards. Kris stated that there are mitigation requirements that are based on the amount of disturbed land that is proposed for each of the lots and noted that the applicant has delineated these disturbances on the Sketch Plan application and still has enough land left over which must remain permanently protected; the Sketch Plan meets the requirements of the BRSG. Kris noted that the Conservation Commission reviewed this project at their June 13, 2012 meeting and that a copy of their minutes were included in the Planning Board packet.

Kris Hultgren address the deed conveyance that was included in the Planning Board packet and correspondence between the applicant, his attorney and abutter. Kris reviewed the history and stated that there was a deed conveyance placed on the subject

lot in 1994 when it was created by Don Burgess. In 2011 Mr. Burgess released the conveyance. Kris pointed out that there was a question from an abutter over the legality of the conveyance release because one (1) of the conveyances was to preclude subdivision for 20 years from the creation of the lot. Kris stated that it is the opinion of the Town Attorney that the conveyances were released in a lawful manner and does not restrict this lot from being subdivided.

Kris Hultgren noted that the Staff Review Committee reviewed this project at their June 25, 2012 meeting. One issue raised by Public Works was the location for the driveway for the middle lot; the driveway opening permit is still under review by Public Works.

The applicant, John Gordon, reviewed the lot, disturbed area and calculations and noted that the driveway in the proposed lot 1A has been moved further from the corner after discussions with Jim Higgins from Public Works. Mr. Gordon stated that most of the lots are roughly two (2) acre lots.

MOTION BY DANN LEWIS THAT THE SKETCH PLAN APPLICATION BE DEEMED COMPLETE. SECONDED BY MARGARET WILSON, APPROVED UNANIMOUSLY.

Steve Walker asked Kris Hultgren how one (1) owner of a lot in a subdivision can apply for a subdivision amendment. Kris replied that this subdivision is tricky and stated that in 1994 when this lot was created by a much larger lot, prior to the creation of the subdivision, the conveyance for the subject lot were created and recorded. Kris went on to state that in 1996 Don Burgess created another subdivision and at this time the subject lot was included in and treated as part of the new subdivision. Steve asked why the history from 1994 mattered and Kris replied that there was some question as to why the subject lot was included; after discussion with the Town Attorney, it was felt that the subject lot should not have been included. Kris noted that no homeowners association was ever created for this subdivision. Steve replied that he does not understand how one lot owner in a subdivision, who isn't the original developer, can apply for an amendment to a larger subdivision. Kris replied that the Planning Board has seen multiple subdivision amendments; Steve stated that in this instance it is an owner who bought into a small piece of the subdivision and is now changing the lot density and conditions for the other residences within the subdivision. Kris and Steve discussed how the applicant can subdivide this lot within the subdivision; Charlie Frizzle stated that before proceeding to the Final Application, that the Town Attorney or most appropriate person review the issue of standing as Steve has raised.

Margaret Wilson asked if the subject lot was outside the originally conserved land and Mr. Gordon replied that it was. Margaret asked Mr. Gordon to illustrate where the property is located that they plan to mitigate the disturbed area on the proposed lots. Steve McConnell, land surveyor, showed on the drawings that it is the area not shaded.

Chairman Charlie Frizzle opened the meeting to public comment.

John Sperzel of 61 Crestview Lane stated that he believes that the release of the deed conveyance that was obtained was not legal and provided to the Planning Board and the applicant a letter stating why he believes this with case law notation. Mr. Sperzel asked for a written letter from the Town Attorney stating the determination.

Chairman Charlie Frizzle closed the meeting to public comment.

Margaret Wilson stated that for purposes of the Sketch Plan, she believes that the Town Attorney has seen and deliberated on some of the issues brought forth that the Planning Board can move forward and ask for determinations to be included in the final plan.

MOTION BY RICHARD VISSER THAT THE SKETCH PLAN BE APPROVED AS PROPOSED. SECONDED BY DANN LEWIS, APPROVED UNANIMOUSLY.

Other

- July 24, 2012 agenda to include Public Hearing on Zoning Ordinance amendment from June 26th meeting.
- July 31, 2012 agenda to include Final Application for Cook's Corner Medical Office Building, joint Sketch and Final for Mine Woolens to construct a 7,886 square foot addition and Final for Crestview Subdivision Amendment.

Minutes

MOTION BY STEVE WALKER TO APPROVE THE MINUTES OF MAY 22, 2012. SECONDED BY MARGARET WILSON, APPROVED UNANIMOUSLY AMONG THOSE PRESENT.

Adjourned

This meeting was adjourned at 7:30 P.M.

Attest

Tonya D. Jenusaitis
Recording Secretary

**BRUNSWICK PLANNING BOARD
TUESDAY, JULY 24, 2012**

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

STAFF PRESENT: Anna Breinich and Kris Hultgren

A meeting of the Brunswick Planning Board was held on Tuesday July 24, 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.

Public Hearing: The Board will hold a public hearing to increase the maximum footprint of structures in the Residential 3, 4, 5, 6 and 7 zones and the College Use 4 and 6 zones from 5,000 square feet to 10,000 square feet.

Charlie Frizzle noted that the agenda talks about an increase of maximum footprint from 5,000 square feet to 10,000 square feet and the Memo to the Planning Board talks about an increase to 8,000 square feet with a maximum for an individual unit of 2,500 square feet; Margaret Wilson replied that the Memo was dated June 21, 2012 before their last discussion on June 26, 2012. Charlie stated that he is still stuck on the individual unit maximum. Kris Hultgren replied that the Memo was included as background and noted that it was clear from the June 26th meeting that the maximum be 10,000 square feet and that the individual limit be excluded. Kris stated that the proposal now is that Residential 3 through 7 and College Use 4 and 6 be increased from 5,000 square feet to 10,000 square feet with no minimum.

Chairman Charlie Frizzle opened the public hearing.

Scott Howard spoke about Botany Place located in the Residential 4 Zoning District and stated that this project has a density of approved 96 units; 42 units have been built. Scott stated that they have tried to illustrate that they have built the units completed to date in four (4) different quads/town homes. As requested he has provided pictures for review. Scott stated that they have had to use different tactics in order to build the four (4) units and stay within the 5,000 square feet footprint. Scott stated that they have done things such as detach the garage by as little as two (2) feet. He stated that it is his hopes that they can reduce the complexity, cost and better meet the density requirements and customer demand by having a 10,000 square foot maximum. Margaret Wilson asked if they have been able to build a structure close to 10,000 square feet when the limit is 5,000 square feet what is there to prevent the construction of a structure close to 15,000 square feet. Scott replied that they are seeking the increase because it is not cost effective or desirable for the buyer to have a detached garage which many are looking for. Margaret stated that the increase density in the growth zone and the way that Botany Place is laid out as approved is excellent, she stated that the Planning Board will have to deal with a project by projects basis and worry only if they see a 10,000 square foot structure with detached garage units and at that time talk about mass.

Margaret Wilson noted that at the June 26th meeting the Planning Board discussed adding Mixed Use 3 and 6; Anna Breinich stated that it would be appropriate to ask that Town Council to consider adding MU3 and MU6 to the request. Charlie Frizzle agreed. Kris Hultgren asked if the Planning Board wished to add TR2, TR3, TR4, TR5 and TC3 which are also in the Growth area with maximum footprints of 5,000 square feet; Charlie replied that they do not wish to include those at this time. Charlie reiterated that they are advising that the Town Council include MU3 and MU6 in addition to the original request.

Chairman Charlie Frizzle closed the public hearing.

Dana Totman stated that he is in agreement with these changes as they are more in line with the Brunswick Comprehensive Plan; Charlie Frizzle agreed.

MOTION BY RICHARD VISSER THAT THE PLANNING BOARD RECOMMENDS TO THE TOWN COUNCIL THAT THE MAXIMUM FOOTPRINT OF STRUCTURES IN THE RESIDENTIAL ZONES 3, 4, 5, 6, AND 7 AND THE COLLEGE USE ZONES 4 AND 6 MAXIMUM FOOTPRINT BE INCREASED FROM 5,000 SQUARE FEET TO 10,000 SQUARE FEET. SECONDED BY MARGARET WILSON, APPROVED UNANIMOUSLY.

Other

- Anna Breinich reminded the Planning board of the Moving Downtown Forward workshop scheduled for July 30, 2012 from 5:30 to 7:30 at the former Hawthorne Elementary School.
- Anna Breinich stated that the Board will see a request from the Town Council to consider rezoning 28 Federal Street and the Recreation Center for uses other than municipal facilities at their next scheduled meeting of July 31, 2012.

Minutes

No minutes reviewed at this meeting.

Adjourned

This meeting was adjourned at 7:21 P.M.

Attest

Tonya D. Jenusaitis
Recording Secretary