

Date December 13, 2023
To Town of Cumberland Planning Board
From Carla Nixon, Town Planner
Subject **Longwoods Meadow Minor Subdivision Amendment**

1. REQUEST/OVERVIEW:

The applicants are Jessica Estes and Peter Horch of 24 Sunset Ridge Road in Cumberland. Sunset Ridge Road is the only road in the 3 -lot Longwoods Meadow Subdivision that was created in 2002. The applicants are requesting a subdivision amendment that will discontinue 169 feet of the right-of-way from the end of the built road to the property line. This change will increase the size of Lot 1 (24 Sunset Ridge Road, R03, Lot 15B) by 0.1 acres and the size of Lot 3 (23 Sunset Ridge Road, R03, Lot 15D) by .09 acres. The applicants are represented by Esther K. Bizier, P.E., of Main-land Development Consultants.

2. PROJECT HISTORY:

- Subdivision approved: June, 2022.

3. WAIVER REQUESTS:

1. From the requirement that the scale of the plan to be 1" = 40'.

4. OUTSIDE AGENCY APPROVALS STATUS: No outside agency approvals required.

5. DEPARTMENT HEAD REVIEWS: None

7. TOWN ENGINEER REVIEW: No peer review required.

8. PROPOSED FINDINGS OF FACT - Chapter 250 - Subdivision of Land

The purpose of these standards shall be to assure the comfort, convenience, safety, health and welfare of the people, to protect the environment and to promote the development of an economically sound and stable community. To this end, in approving subdivisions within the Town of Cumberland, Maine, the Board shall consider the following criteria and before granting approval shall determine that the proposed subdivision:

1. Pollution. The proposed subdivision will not result in undue water or air pollution. In making this determination, it shall at least consider:
 - A. The elevation of the land above sea level and its relation to the flood plains;
 - B. The nature of soils and subsoil and their ability to adequately support waste disposal;
 - C. The slope of the land and its effect on effluents;
 - D. The availability of streams for disposal of effluents; and
 - E. The applicable state and local health and water resource rules and regulations;

The proposed change complies with the above standard.

Based on the information provided, the Board finds that the standards of this section have been met.

2. Sufficient Water. The proposed subdivision has sufficient water available for the reasonable foreseeable needs of the subdivision;

The proposed change complies with the above standard.

Based on the information provided, The Board finds that the standards of this section have been met.

3. Municipal Water Supply. The proposed subdivision will not cause an unreasonable burden on an existing water supply, if one is to be used;

The proposed change complies with the above standard.

Based on the information provided, the Board finds the standards of this section have been met.

4. Erosion. The proposed subdivision will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results;

The proposed change complies with the above standard.

Based on the information provided, the Board finds that the standards of this section have been met.

5. Traffic. The proposed subdivision will not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed;

The proposed change complies with the above standard.

Based on the information provided, and with the proposed condition of approval, the Board finds that the standards of this section have been met.

6. Sewage disposal. The proposed subdivision will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services, if they are utilized;

The proposed change complies with the above standard.

Based on the information provided, the Board finds that the standards of this section have been met.

7. Municipal solid waste disposal. The proposed subdivision will not cause an unreasonable burden on the, if municipal services are to be utilized;

The proposed change complies with the above standard.

Based on the information provided, the Board finds that the standards of this section have been met.

8. Aesthetic, cultural and natural values. The proposed subdivision will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline;

The proposed change complies with the above standard.

The Board finds that the standards of this section have been met.

9. Conformity with local ordinances and plans. The proposed subdivision conforms to a duly adopted subdivision regulation or ordinance, comprehensive plan, development plan or land use plan, if any. In making this determination, the municipal reviewing authority may interpret these ordinances and plans;

The plans have been reviewed and approved by the Town Planner.

The Board finds that the standards of this section have been met.

10. Financial and technical capacity. The subdivider has adequate financial and technical capacity to meet the standards of this section;

Financial Capacity: N/A

Technical capacity is evidenced by the use of professional technical consultants as outlined in the application packet.

The Board finds that the standards of this section have been met.

11. Surface waters; outstanding river segments. Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38 chapter 3,

subchapter I, article 2-B, the proposed subdivision will not adversely affect the quality of that body of water or unreasonably affect the shoreline of the body of water;

The subdivision is not situated in any of the areas listed above.

Based on the information provided, the Board finds that the standards of this section have been met.

12. Ground water. The proposed subdivision will not alone, or in conjunction with, existing activities, adversely affect the quality or quantity of ground water;

The proposed change complies with the above standard.

Based on the information provided, the Board finds that the standards of this section have been met.

13. Flood areas. Based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant whether the subdivision is in a flood-prone area. If the subdivision, or any part of it, is in such an area, the subdivider shall determine the 100-year flood elevation and flood hazard boundaries within the subdivision. The proposed subdivision plan must include a condition of plan approval requiring that principal structures in the subdivision will be constructed with their lowest floor, including the basement, at least one foot above the 100-year flood elevation;

The development is not located within a 100-year flood plain as shown on the applicable FEMA Flood Insurance Rate Map.

Based on the information provided, the Board finds that the standards of this section have been met.

14. Storm water. The proposed subdivision will provide for adequate storm water management;

There are no changes to the stormwater plan.

Based on the information provided, the Board finds that the standards of this section have been met.

15. Freshwater wetlands. All potential freshwater wetlands, as defined in 30-A M.R.S.A. §4401 (2-A), within the proposed subdivision have been identified on any maps submitted as part of the application, regardless of the size of these wetlands. Any mapping of freshwater wetlands may be done with the help of the local soil and water conservation district.

The proposed change complies with the above standard.

Based on the information provided, the Board finds that the standards of this section have been met.

16. River, stream or brook... Any river, stream, or brook within or abutting the proposed subdivision has been identified on any map submitted as a part of the application. For purposes of this section, "river, stream or brook" has the same meaning as in Title 38, Section 480-B, Subsection 9. [Amended; Effective. 11/27/89]

There are no streams identified on the site.

Based on the information provided, the Board finds that the standards of this section have been met.

Design and Performance Standards

- (1) Route 1 Design Standards. N/A
- (2) Route 1 Design Standards. N/A
- (3) Town Center District Design and Performance Standards. N/A
- (4) Village Mixed Use Performance Standards. N/A

EXPIRATION OF APPROVAL: Construction of the improvements covered by any site plan approval must be substantially commenced within 12 months of the date upon which the approval was granted. If construction has not been substantially commenced within 12 months of the date upon which approval was granted, the

approval shall be null and void. If construction has not been substantially completed within 24 months of the date upon which approval was granted or within a time period as specified by the Planning Board, the approval shall be null and void. The applicant may request an extension of the period. Such request must be made in writing and must be made to the Planning Board. The Planning Board may grant up to two one-year extensions to the period if the approved plan conforms to the ordinances in effect at the time the extension is granted and any and all federal and state approvals and permits are current.

STANDARD CONDITION OF APPROVAL: This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted by the applicant. Any variation from the plans, proposals and supporting documents, except de minimis changes as so determined by the Town Planner which do not affect approval standards, is subject to review and approval of the Planning Board prior to implementation.

PROPOSED CONDITIONS OF APPROVAL:

1. A copy of the recorded plan will be provided to the Town within 90 days of Planning Board approval.



MAIN-LAND

DEVELOPMENT
CONSULTANTS, INC.

ENGINEERS, SURVEYORS, SCIENTISTS

P.O. BOX Q LIVERMORE FALLS, ME 04254
367 US ROUTE 1, S. BUILDING, FALMOUTH, ME 04105
TEL: (207) 897-6752/FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM

November 27, 2023

Town of Cumberland Planning Board
C/O Carla Nixon, Planner
290 Tuttle Road
Cumberland, ME 04021

Subject: Subdivision Revision for Longwoods Meadows Subdivision

Dear Members of the Board,

Main-Land Development Consultants, Inc is working for Jessica Estes and Peter Horch, owners of Lot 1 of Longwood Meadow Subdivision in Cumberland. Longwood Meadow Subdivision is a three-lot subdivision located off of Longwoods Road/Route 9 with lots accessed off of Sunset Ridge Road, the private road constructed for the subdivision. The Subdivision was originally approved by the Town of Cumberland in 2002. It is within the Rural Residential 1 District and part of the western portion of the subdivision is within the Aquifer Overlay Zone. For reference, the three subdivision lots are designated as 15B, 15C and 15D on Tax Map R3. All three lots have been built out.

The original "Longwoods Meadow" subdivision plan shows the right-of-way for Sunset Ridge Road continuing between the boundaries of Lots 1 and 3 all the way to the norther property boundary with CMP. The actual constructed roadway, however, ends approximately 100 feet after a hammerhead turnaround. The Applicants are proposing to discontinue 169 feet of the right-of-way from the end of the road to the property line, therefore slightly enlarging the size of lots 1 and 3. This will increase the size of Lot 1 by 0.1 acres (from 4.22 to 4.32 acres) and increase the size of Lot 3 by 0.09 acres (from 3.75 to 3.84 acres). The road frontage will be over 200 feet for Lot 1 and 200 feet for Lot 3. It will also revise the property line setback from a front setback of 50 feet to a side setback of 30 feet. This change will not affect the acreages of Lot 3 or the designated "Open Space".

As discussed with the CEO and Planner, the right-of-way was likely proposed in the original plan to provide for the option to continue the subdivision road to future development. As the property is bounded by Central Maine Power to the north and there is a Public Use Easement along the western boundary of the Subdivision, it is unlikely the road would ever be extended and removal of this portion of the right-of-way does not cut off access to off-site property for any lot owners or the public.

The Applicants have spoken with their neighbors about this proposed change and received signed letters from the owners of Lots 2 and 3 in support of the revision. In addition, Main-Land has provided a copy of the property deed, agent authorization, signed application form and plan showing the revisions titled "Revision to Subdivision Plan" and dated 2023-11-16.

In addition, please see below for a listing of the Submission Requirements and how the proposal meets the criteria:

1. Proposed Name of subdivision and name of municipality
Plan is for a Revision to Longwoods Meadow Subdivision in the Town of Cumberland.
2. Date of Submission, north point, graphic scale, name and address or record owner, names of adjoining property owners
This information is shown on the Revised Subdivision Plan.
3. Locations, widths and names of existing, filed or proposed streets, easements, and building lines.
Information about existing infrastructure is shown on the plan. Other than the lot line between Lots 1 and 3, no changes are proposed to the original plan.
4. Boundaries and designations of zoning districts, parks and public spaces
Please see the plan, no changes to open space or easement areas are proposed.
5. Field survey
The original and Revised plan are based on an actual field survey of the property.
6. Sufficient data to determine location, bearing and length of boundary lines.
Property lines are shown. Corner monumentation as identified on the original plan was set. New corner monuments will be set upon approval of the lot line revision.
7. Survey of outside boundaries of the tract and computation of the lot lines shall be performed to an accuracy of one foot in 5,000 feet.
The plan is based on a survey completed by a Licensed Maine Professional Land Surveyor.
8. Contour lines at two-foot intervals. Surface drainage patterns, including drainage channels and watershed areas shall be shown.
See original subdivision plan for contour lines.
9. Soil report identifying soil boundaries and names.
A soil report was submitted with the original subdivision application in 2002. No changes are proposed that would affect soils.
10. On site public or communal sewerage and water supply facilities shall be shown
No changes are proposed, all lots have a private septic system and well.
11. Surface drainage plan or stormwater plan
No changes to surface drainage are proposed.
12. Electric facilities
No changes to electrical are proposed.
13. Copy of covenants and deed restrictions
No changes to covenants or deed restrictions are proposed and a copy can be found in the original application.



14. Any other data as determined by the Planning Board

Though not requested, letters from owners of Lots 2 and 3 are included in this application.

15. Submitted with final plan.

- a. Written offers of cession to the municipality of all easements and public open space shown on the plan and copies of agreements or other documents showing manner in which spaces, title to which is reserved by the subdivider are to be maintained.

No changes to public open space or public easements are proposed. There is public open space and a public easement within the subdivision.

- b. Written evidence the municipal officers or agent are satisfied with legal sufficiency of documents referred to in paragraph 15a above.

N/A

Waiver Requests:

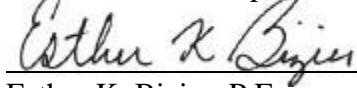
Scale of Plan 1" = 40': A Waiver is requested for this standard as the Original Subdivision Plan was developed at a scale of 1" = 100' and the Revised Subdivision Plan was prepared at this scale to provide consistency

Plan submitted to CCSWCS: A waiver is requested from this submission as there is no construction proposed and no changes that would affect soil and erosion control practices.

We look forward to working with the board through this application process.

Sincerely,

Main-Land Development Consultants, Inc.



Esther K. Bizier, P.E.

Senior Engineer

Encl: Tab 1: Application Form, Submission Checklist

Tab 2: Deed & Letters from Neighbors

Tab 3: Abutter List, Abutter Map, USGS Map & Aerial Location Map

S1.1 Revision to Subdivision Plan



APPENDIX B

APPLICATION FOR MAJOR OR MINOR SUBDIVISIONS

Applicant's Contact Information

Name: Jessica Estes and Peter Horch
Mailing Address: 24 Sunset Ridge Road, Cumberland, ME 04021
Email Address: jestes@boulos.com peter@horchroofing.com
Phone#: Office: _____ Cell: 207-712-7935 Fax: _____
Interest in property: owners of Lot 1
Interest in abutting properties, if any: none

Property Owner's Contact Information

Name: same as above
Mailing Address: _____
Email Address: _____
Phone#: Office: _____ Cell: _____ Fax: _____

Applicant's Architect, Landscape Architect, Engineer, Planner or Surveyor Contact Information (If more than one, please attach contact info for each one.)

Name: Main-Land Development Consultants, Inc. , Esther Bizier, P.E.
Mailing Address: PO Box Q, Livermore Falls, ME 04254
Email Address: esther@main-landdci.com
Phone#: Office: 207-897-6752 Cell: 207-931-8484 Fax: _____

Project Information

Name of Project: Revision to Longwoods Meadow Subdivision
Address of site: Sunset Ridge Road, Cumberland
CCRD Book/Page #: Sub. Plan in Bk 202, Pg 460 Tax Map/Lot #: R3, Lots 15B, C and D
Zoning District: RR1 Overlay District (If any): portion in Aquifer
Site size (acres): 18.10 Ac # of Lots: 3 # Buildings: 3 # Dwellings: 3
x Minor Subdivision _____ Major Subdivision _____ Conservation Subdivision

OTHER INFORMATION

1. Is Board of Adjustment and Appeals approval required? no
2. Are any ordinance waivers requested? x Yes _____ No (If yes, attach a list of waivers requested and reason for the request.)
3. Application fee per Town ordinance: \$ 750
4. This application form and all accompanying materials must be submitted to the Town Planner at least 21 days prior to the meeting at which it is to be considered by the Planning Board.

The undersigned, being the applicant, owner or legally authorized representative, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statutes and regulations of the Town, state and federal governments.

Esther K Bizier _____
Signature of Applicant/Owner/Representative Date November 27, 2023

APPENDIX C

MINOR TRADITIONAL OR CLUSTERED SUBDIVISION SUBMISSION REQUIREMENTS AND CHECKLIST

The subdivision plan for a minor Traditional or Clustered subdivision shall consist of an electronic submission and two (2) paper copies of all required application materials.

- 1.** Proposed name of the subdivision or identifying title and the name of the municipality in which it is located.
- 2.** The date of submission, North point, graphic map scale, name and address of record owner and subdivider, and names of adjoining property owners.
- 3.** Locations, widths and names of existing, filed or proposed streets, easements, and building lines pertaining to the proposed subdivision and to the adjacent properties.
- 4.** The boundaries and designations of zoning districts, parks and other public spaces.
- 5.** An actual field survey of the boundary lines of the tract, giving complete descriptive data by bearings and distances, made and certified by a licensed land surveyor. The corners of the tract shall be located on the ground and marked by monuments as herein required and shall be referenced as shown on the plan. The survey plan shall show dimensions and areas of each proposed lot.
- 6.** Sufficient data to readily determine location, bearing and length of every lot line and boundary line and to reproduce such lines upon the ground. Where practical these should be tied to reference points previously established.
- 7.** The survey of the outside boundaries of the tract and the computation of the lot lines shall be performed to an accuracy of one foot in 5,000 feet. If requested by the Planning Board, the surveyor shall furnish copies of computation sheets for outside boundaries showing:
 - a. Sketch of traverse lines;
 - b. Closures;
 - c. Adjustments;
 - d. Coordinates; and
 - e. Computation of outside boundaries.
- 8.** Contour lines at intervals of two feet or at such intervals as the Planning Board may require, based on United States Geological Survey datum, referenced to mean sea level. Surface drainage patterns, including drainage channels and watershed areas, shall be shown.
- 9.** A soils report identifying the soils boundaries and names in the proposed development with the soils information superimposed upon the plot plan in accord with the United States Department of Agriculture Natural Resources Conservation Service National Cooperative Soil Classification. The Planning Board may request that the applicant submit the soils report to the Cumberland County Soil and Water Conservation District for a written review.
- 10.** All on-site public or communal sewerage and water supply facilities shall be shown, both horizontally and vertically, and designed to meet the minimum specifications of these

standards and all pertinent state and local ordinances. Compliance shall be stated on the plan and signed by a licensed site evaluator. If on-site groundwater wells are proposed, the effect of withdrawal of groundwater may be required by the Board as set forth in this chapter. If a cluster system or collective private sewage disposal system(s) is (are) proposed, a hydrogeologic investigation shall be submitted meeting the sewage disposal standards as set forth in this chapter. A hydrogeologic investigation may be required by the Board for individual sewage disposal systems as set forth in this chapter.

- 11.** A surface drainage plan or stormwater management plan, with profiles and cross sections drawn by a professional engineer registered in the State of Maine, showing preliminary design of all facilities and conveyances necessary to meet the stormwater management standards as set forth in this chapter. The Planning Board may request that the applicant obtain the endorsement in writing of the stormwater management plan by the Cumberland County Soil and Water Conservation District.
- 12.** Electrical facilities.
- 13.** A copy of such covenants or deed restrictions as are intended to cover all or part of the tract.
- 14.** Any other data as determined by the Planning Board to ascertain compliance with this chapter.
- 15.** There shall be submitted to the Board with final plan:
 - a.** Written offers of cession to the municipality of all easements and public open space shown on the plan and copies of agreements or other documents showing the manner in which spaces, title to which is reserved by the subdivider, are to be maintained.
 - b.** Written evidence that the municipal officers or their appointed agent are satisfied with the legal sufficiency of the documents referred to in Paragraph 15a above. Such written evidence shall not constitute an acceptance by the municipality of any public open space referred to in this appendix.

COMPLETION CHECKLIST FOR MINOR TRADITIONAL OR CLUSTERED SUBDIVISION SUBMISSION REQUIREMENTS

Waivers: Please make a check in the *Waiver Request* column for any requested waivers. Attach a separate sheet citing the Subdivision Ordinance section number, description, and reason for the waiver request.

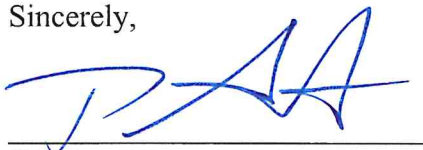
	Check if provided	Location of information in packet, e.g. plan #, page #	Waiver Request?
Scale 1"=40'	x	Plan S1.1	Yes
Proposed name of subdivision	x	Plan S1.1	
Date of submission, north point, graphic map scale	x	Plan S1.1	
Names & address of record owner and subdivider	x	See Plan S1.1 and Section 1	
Names of adjoining property owners	x	See Section 03	
Names of existing/proposed streets, easements & bldg. lines	x	Plan S1.1	
Boundaries & designations of zoning districts, parks, public spaces	x	Plan S1.1	
Field survey with bearings and distances certified by LLS with monuments shown.	x	Plan S1.1	
Dimensions & areas of each proposed lot	x	Plan S1.1	
Location, dimension, bearing of every lot line.	x	Plan S1.1	
Survey to an accuracy of 1' to 5,000'	x	Plan S1.1	
2' contours	x	see cover letter	
Surface drainage patterns, channels and watershed areas.	x	see cover letter	
Soils report w/boundaries superimposed on the plan	x	see cover letter	
Plan submitted to CCSWCS		see cover letter	Yes
On-site public sewer and water shown horizontally and vertically	N/A	no public water or sewer	
Hydrogeological study	N/A	see cover letter	
Surface drainage plan or stormwater management plan	x	see cover letter	
Electrical facilities	x	see cover letter	
Covenants restrictions or deed restrictions	x	see cover letter	


November 27, 2023

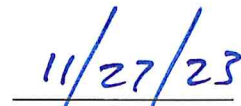
To Whom It May Concern:

MAIN-LAND DEVELOPMENT CONSULTANTS, INC. is hereby authorized to act on behalf of Jessica Estes and Peter Horch, in obtaining applicable federal, state, and local permitting including attending meetings, signing forms, and generally representing project interests for the proposed Longwoods Meadows Subdivision Amendment.

Sincerely,


Signed


Printed


Date

MAINE REAL ESTATE TAX-Paid

WARRANTY DEED
Statutory Short Form

DLN: 1002340230970

KNOW ALL BY THESE PRESENTS, That **We, Joseph L. Hamilton and Marijo Hamilton**, whose mailing address is **24 Sunset Ridge, Cumberland, ME 04021**, for consideration paid, grant to **Jessica Estes and Peter Horch** whose mailing address is **60 Ridgewood Drive, Falmouth, ME 04105**, as JOINT TENANTS, with Warranty Covenants, the real property in the Town of **Cumberland**, County of **Cumberland** and State of **Maine**, more particularly described as follows:

A certain lot or parcel of land together with the buildings thereon, situated on the southwesterly side of Sunset Ridge (formerly known as Joan's Way) in the Town of Cumberland, County of Cumberland and State of Maine, being Lot 1 on Final Plan, Longwoods Meadow on Longwoods Road (Route 9) in Cumberland, Maine for Richard Meoli by Wayne T. Wood & Co., dated June 2002 and recorded in the Cumberland County Registry of Deeds in Plan Book 202, Page 460.

Meaning and intending to convey and conveying the real property described in a deed to **Joseph L. Hamilton and Marijo Hamilton** deed dated March 16, 2007 and recorded in the Cumberland County Registry of Deeds at Book 24938, Page 269.

Witness our hands and seals this 6th day of April, 2023.

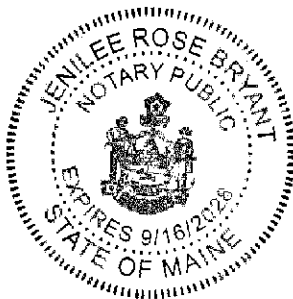
Witness:

Joseph L. Hamilton
Joseph L. Hamilton
Marijo Hamilton
Marijo Hamilton

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

April 6, 2023

Personally appeared on the above date, the above-named **Joseph L. Hamilton and Marijo Hamilton** and acknowledged the foregoing instrument to be their free act and deed.



Before me,

Jenilee Bryant
Notary Public Attorney at Law

Print name:

Exp:

Jenilee Bryant

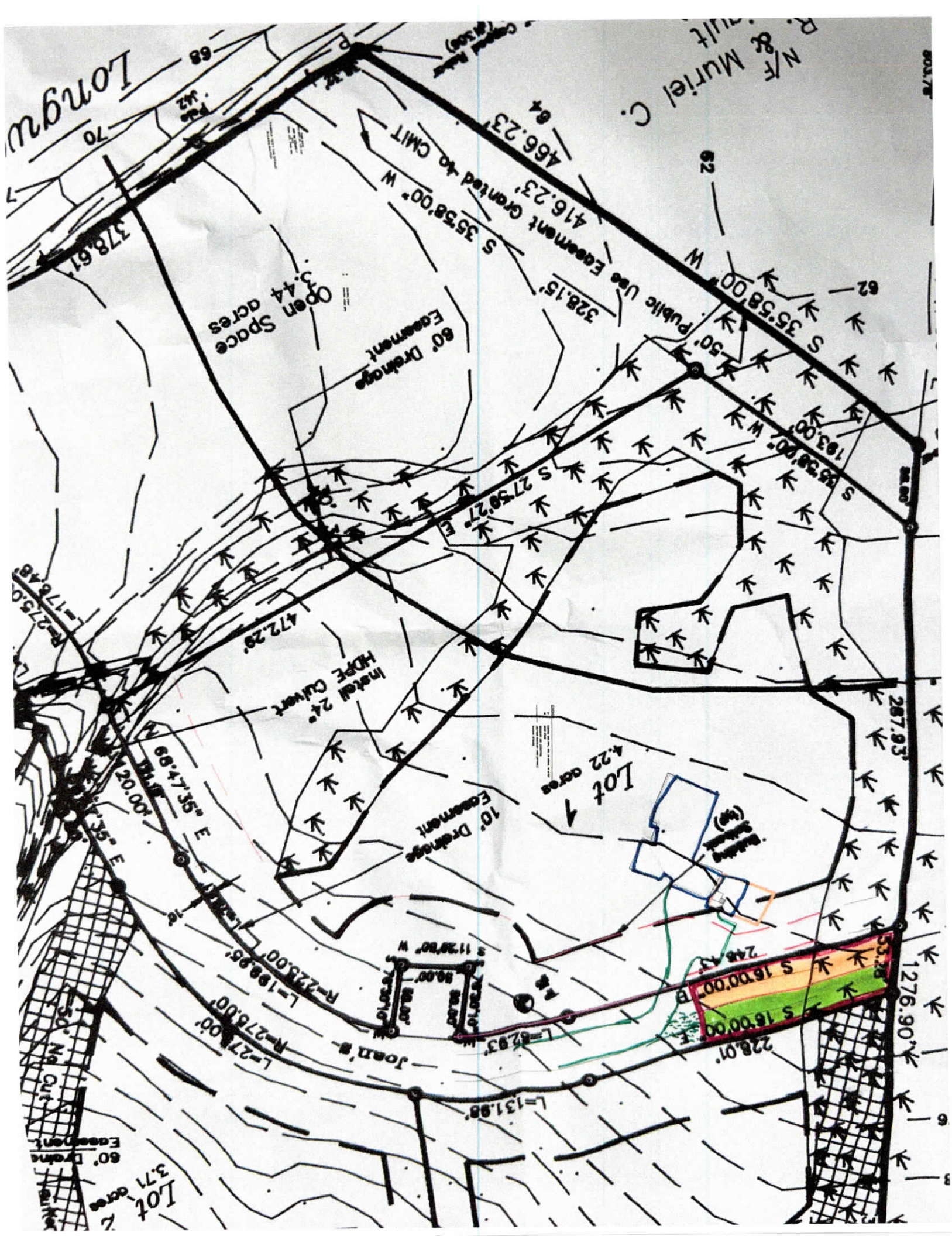
November 21, 2023

To the Town of Cumberland, Maine:

I, Braden Beard, owner of Lot 3 on Sunset Ridge (the street address is 23 Sunset Ridge, part of the Longwoods Meadow Subdivision in Cumberland), agree to the removal of a portion of the right-of-way and the resulting change in the property line between Lots 1 and 3 of the Longwoods Meadow Subdivision (the street addresses are 24 Sunset Ridge and 23 Sunset Ridge, respectively). The attached documents show (1) how the right-of-way will be divided between Lots 1 and 3, with the portion highlighted in green added to Lot 3 and the portion highlighted in orange added to Lot 1, and (2) what the property line between Lots 1 and 3 will be after the removal and division of the right-of-way.



Braden Beard



1. A. RECORDS AND REFERENCE TO THE NAME AND LOCATION FROM AN ADJACENT
BOUNDARY SURVEY OR WATER AND WARE SERIAL BY CORRECT FORMULA.
2. NAME OF CUMBERBATCH. AS MAP RE. 1015 1016 1017.
3. NAME OF RECORD AT TIME OF SURVEY. JESSE C. ESTER. NAME 100701 PAGE 20.
4. A. BOOK AND MAPS REFER TO THE CUMBERBATCH COUNTY RECORDS IN 100701

PHOTOGRAPHY MEASURES, DATED JUNE 2002, MADE FOR MICHAEL MEOR, EMPLOYED BY
BAWEL. WORK DONE AND RECORDED IN FILE 2002-1004-450.



```

# EXISTING RECORD TYPE, FULL OR BLANK, AS NOTED
0 SUB RECORD (A F I E D, 148 2287, TO B- 501
-2- 171 100 E
-3- OVERHEAD UNIT
-----
BOUNDARY LINE (2-500-0)
SUBMITTING RECORD (1-500-0)

```



DEVELOPMENT
CONSULTANTS, INC.

$\partial^2 \psi / \partial t^2 = 10^{-10} \text{ m/s}^2$
 $\partial^2 \psi / \partial t^2 = 10^{-10} \text{ m/s}^2$
 $\partial^2 \psi / \partial t^2 = 10^{-10} \text{ m/s}^2$

PLAN SHOWING A
STANDARD BOUNDARY SURVEY
**SUNSET RIDGE ROAD
RECONFIGURATION**
24 SUNSET RIDGE ROAD, TOWN OF
JIMBERLAND, COUNTY OF
JIMBERLAND,
STATE OF MARYLAND
OWNER OF RECORD

JESSICA ESTES

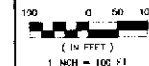
24 SUNSET ROCE ROAD,
SUNSET VALLEY, 94026, 94029

MADE FOR

JESSICA ESTES

24 SUNSET RIDGE ROAD.

DRAWING EC-1



REVISION NO: 02

PRINT MODE	03
PRINTED BY	03
CONTROL BY	03
REVISION NO.	03
REVIEW DATE	2023-03
SUBMISSION DATE	2023-03
APPROVED FOR	03

STANDARD
BOUNDARY
SURVEY

DRAFT

NAVY HALL 250 PLE 228

TRAINING NO. S1.1

November 1, 2023

To: Town of Cumberland, ME,

I, Barbara Philbrick, owner of Lot 2, agree to the removal of a portion of the right-of-way and the resulting change in property line between Lots 1 and 3 of Longwoods Meadow Subdivision in Cumberland, Maine.

Brenda Philbrick Bacall, POA

Brenda Philbrick Bacall, Power of Attorney



Barbara Philbrick
15 SUNSET RDG
CUMBERLAND ME 04021-3453

November 16, 2020

To whom it may concern,

Barbara Philbrick is my patient, and she has a diagnosis of Dementia. A family member is required to help with the patient's finances.

Please let us know if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Dobieski".

Steven Dobieski, MD

InterMed Internal Medicine

84 Marginal Way
Portland, ME 04101
(207) 774-5816

DURABLE GENERAL POWER OF ATTORNEY

I, BARBARA H. PHILBRICK, of Cumberland, Maine, do hereby appoint my daughter, BRENDA P. BACALL, my agent ("my agent"), for me and in my name and stead, to do and execute all or any of the following acts and deeds in a fiduciary capacity. If BRENDA P. BACALL dies, resigns in writing attached hereto, or becomes incapacitated as determined by a physician licensed to practice medicine in any State of the United States of America and certified in writing attached hereto, I hereby appoint my son, LEIGHTON R. PHILBRICK, to serve as successor agent hereunder, to do and execute all or any of the following acts and deeds in a fiduciary capacity:

1. Bank/Brokerage Accounts. To open an account in one or more banks or brokerage firms and to deposit in such account or in any other account which I may have in any bank or brokerage firm, cash or negotiable instruments, checks, drafts, promissory notes and other securities for money, payable or belonging to me, and for that purpose to sign my name and endorse the same for deposit or collection, and from time to time to withdraw any and all cash on deposit to my credit and for that purpose to draw and sign checks and orders in my name.
2. Expenses/Debts/Income. To pay any expenses or debts and collect any income with respect to any part of my estate and property and generally to operate and manage my estate and properties.
3. Collect Property/Debts. To demand, sue for, collect, receive and give discharges for all cash, debts, interest, dividends, securities, shares of stock and other real or personal property which now belongs or shall hereafter belong to me and to compromise any claims which I may have with respect to my assets.
4. Investments. To invest and reinvest any of my cash and the proceeds of any sale of my property in bonds, shares of stock and other securities, real estate and any other tangible or intangible property and from time to time to vary the investment of any of them.
5. Safe Deposit Box. To have access to any safe deposit box to which I have access and to open a new safe deposit box, either in my name or jointly in my name with any other person, to make additions to or to remove any or all of the contents and to surrender the box.
6. Tax Matters. To prepare, sign and file federal, state, local and foreign, income, gift, employment or other tax returns of all kinds, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters and any and all other tax related documents, including, without limitation, receipts, offers, waivers, consents (including, but not limited to, consents and agreements under Internal Revenue Code 2032A (the "Code"), or its successor), powers of attorney, and closing agreements; to exercise any elections I may have under federal, state, foreign and local tax law; and, generally to act on my behalf in all tax matters of all kinds and for all periods before all persons representing the Internal Revenue Service and any other taxing authority, including receipt of confidential information and the posting of bonds; to join with my spouse or my spouse's estate in filing income or gift

tax returns for any years for which I have not filed such returns and to consent to any gifts made by my spouse as being made one-half by me for gift tax purposes, even though such action subjects my assets to additional liabilities.

7. Annuities/Pensions/Social Security. To execute applications on my behalf for any annuities and pensions payable to me by any entity, including Social Security, Medicare, Medicaid or disability benefits of the United States of America, and to receive, endorse and collect the proceeds of any checks payable to my order for such benefits.

8. Real Property Management. To manage, build upon, repair or develop any real property and file any applications or plans in connection therewith; to execute leases of such property and to modify or cancel any such leases; to take any action to evict tenants for any reason; and to protect and enforce any claim with respect to such property.

9. Dispose of Property. To sell, exchange, mortgage, lease, grant options on or otherwise dispose of any of my real estate or any interest therein or tangible or intangible personal property owned by me and to sign, acknowledge and deliver all deeds, mortgages, bills of sale, notes, leases and other documents necessary or convenient for such purposes and to join in any deed to release any rights by descent or marital rights.

10. Borrowing/Pledge. To borrow money for my account, to sell, pledge or hypothecate all or any bonds, shares of stock, partnership interests or other securities belonging to me, to execute all instruments necessary or convenient for such purposes and to give receipts and discharges for all cash payments.

11. Shareholder/Partnership Interests. To vote at all meetings of stockholders of any corporation or members of a partnership, limited liability company or other entity and otherwise to act as my agent or proxy in respect of any shares of stock, other securities, investments or partnership interests or limited liability company interests which now or may hereafter belong to me, and to sign and execute proxies or other instruments in my name and on my behalf.

12. Securities. To open or maintain accounts with stockbrokers on cash, and to buy, sell, endorse, transfer, hypothecate and borrow against any shares of stock, bonds or other securities.

13. Employment of Agents. To employ counsel, investment counsel, custodians, brokers, accountants or other agents and to determine and pay their compensation.

14. Contracts/Agreements. To enter into, execute, acknowledge, deliver and perform any contract, other instrument or agreement of any kind or nature affecting me or any of my property.

15. Lawsuits/Arbitration/Mediation. To commence and prosecute on my behalf any suits or actions, to appear, answer and defend any suits or actions which shall be commenced against me and to compromise and settle such suits or actions; to arbitrate or mediate any claim in which I may be interested.

16. Insurance. To procure, change, carry or cancel (i) life or disability insurance; (ii) medical or long term care insurance for me or any dependent of mine; and (iii) insurance of such kind and in such amounts to protect from risks affecting property or persons due to liability, damage or a claim of any sort and to claim any benefits or proceeds on my behalf.

17. Medical Records. To have access to any medical records pertaining to my physical or mental condition and any communications, written or oral, concerning me from any licensed or certified professional person or institution engaged in the practice of, or providing, a healing art, including all medical records permitted or required to be disclosed to me or for my benefit under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). My agent shall be considered my "personal representative" for all purposes within the meaning of HIPAA.

18. Trusts. To withdraw and receive the income or principal of any trust over which I may have a right of withdrawal, and to request and receive the income or principal of any trust with respect to which the trustee thereof has the discretionary power to make distributions to or on my behalf, and to execute a receipt and release or a similar document for the property so received; provided, however, that this power shall not be used to revoke any revocable trust which I have created for my lifetime benefit unless the property withdrawn is required to be expended for my support or the support of my family members.

19. Intangible Property Interests. To convey or release any contingent or expectant interest in property, marital property rights and any rights of survivorship incident to a joint tenancy or a tenancy by entirety.

20. Releases/Disclaimers. To release or disclaim on my behalf any interest in property acquired by passing to me by any means, including intestacy, testamentary disposition, joint tenancy, operation of law or inter vivos transfer, including through surrendering any right to revoke a revocable trust.

21. Decline Fiduciary Positions. To decline, resign or renounce any fiduciary positions to which I have been or may be appointed, including (but not limited to) personal representative, trustee, guardian, attorney-in-fact, agent, and officer or director of a corporation or political or governmental body.

22. Continuation of Business. To continue the operation of any business belonging to me or in which I have a substantial interest in such manner as my agent may deem advisable or to sell, liquidate or incorporate any business (or interest therein) on such terms as my agent may deem advisable and in my best interests.

23. Gifts. To make gifts to any one or more of my descendants of whatever degree the natural objects of my bounty, the persons to whom I have made gifts during my lifetime and the persons who would take under my current Will, Revocable Trust or other testamentary substitute, including any one or more of such agents or substitute agent who is a descendant of mine in amounts not exceeding the amount which is excluded from the computation of a taxable gift pursuant to Section 2503(b) or 2503(e) of the "Code", after taking into account any reduction of the taxable gift by the agreement of my spouse to split such gift. If my agent makes any gifts

on my behalf to my children, my agent shall make gifts to all of my children in an equal amount, and if my agent makes any gift on my behalf to my grandchildren, my agent shall make gifts to each of my grandchildren in an equal amount or to each of my grandchildren so that the families of each of my children receives the same amount. The gifts to my children and to my grandchildren need not be of the same amount. Gifts made under Section 2503(e) of the Code need not be in equal amounts to persons of the same generation.

24. Gifts to Spouse. To make gifts to my spouse even if my spouse is acting as my agent at that time of any part or all of my property.

25. Transfers to Revocable Trust. To create a revocable trust of my assets for my benefit and to transfer, from time to time, any of my securities and other property to any revocable trust I may have established of which I am a beneficiary for my lifetime.

26. Memberships and Charitable Contributions. To continue my club and religious memberships and affiliations; to continue to make my usual charitable contributions; to satisfy any charitable pledges which I have made; to enter into any agreement with a charitable organization for a pooled income fund, charitable lead or remainder trust, charitable gift annuity or similar arrangement which provides some economic benefit to me or to the natural objects of my bounty; and to enter into a charitable conservation easement for any real property in which I have an interest.

27. Family Maintenance. To do all acts necessary for maintaining the customary standard of living of my spouse, children and other dependents of mine, including but not limited to providing by purchase or lease an appropriate residence and transportation, and providing food, clothing, incidentals, utilities, normal domestic help, usual vacation and travel expenses, funds for education and medical and dental care.

28. Retirement Benefits and Beneficiary Designations. (a) To make transactions with respect to my retirement benefits, including contributing to, withdrawing from, making elections with respect to the payment of the benefits, investing or reinvesting in any type of appropriate retirement benefit and making rollover contributions from other plans; (b) to change the beneficiary designation of any insurance policy or retirement account, provided that my agent may not benefit from such designation, either directly or indirectly, unless my agent is my spouse, descendant, or parent. If my agent designates any of my children to be a beneficiary, my children shall be designated beneficiaries in equal shares. If my agent designates any of my grandchildren to be a beneficiary, my grandchildren shall be designated beneficiaries in equal shares or so that the families of each of my children receive the same shares. My children and grandchildren need not be designated beneficiaries in equal shares.

29. Health Matters. To arrange for my entrance to and care at any hospital, nursing home, health center, convalescent home, retirement home or similar institution and to pay all bills for my care.

30. Substitute Agents. To substitute and appoint from time to time one or more agents with the same or more limited powers and to remove them at pleasure and appoint others.

31. Successor Agents. Unless I have otherwise named a successor, my agent may appoint a successor agent with written notice to me, or if I am not competent, to my closest family member, to be effective on my agent's death or incapacity as determined by written certification of a physician or resignation, a copy of which shall be attached hereto. Every successor agent shall have all the powers and duties given to or imposed upon the original agent. A successor agent shall have no duty to inquire into the acts of any predecessor agent and shall not be liable for any act or omission of any predecessor agent. Any person may, without liability, rely on the written certification of a successor agent that such successor has been appointed and has power to act.

32. Delegate Authority. If more than one person is serving jointly as my agent, one such agent may delegate some or all of the powers and duties given to such agent to another such agent named hereunder by written instrument attached hereto, either for a specified time or until such delegation is revoked by a similar instrument.

33. Powers Not Enumerated. Generally to act in relation to my estate, and on my behalf, as fully and effectually in all respects as I myself could if personally present.

34. Revocation of Prior Powers of Attorney. I revoke all prior general Powers of Attorney that I may have executed and I retain the right to revoke or amend this Power of Attorney and to substitute other agents in place of the agent appointed herein.

35. Amendments. Amendments to this Power of Attorney shall be made in writing by me personally (not by my agent) and they shall be attached to the original of this Power of Attorney.

36. Expenses. My agent shall be reimbursed for all reasonable expenses incurred in connection with services hereunder and may charge reasonable compensation for services.

37. Resignation. My agent may resign by an instrument in writing attached hereto, a copy of which shall be delivered to me, or if I am not competent, to my closest family member.

38. Standard of Liability. My agent, successor agent or substituted agent shall be liable only for willful default, not for errors of judgment, and shall have power to bind me or my property without binding my agent personally.

39. Reliance on Power of Attorney. Unless such person has notice that I have revoked this power, any person dealing with such agent, successor agent or substituted agent may, without inquiry, rely upon the continuing validity of this power upon presentation of the original or a copy certified within thirty (30) days by the person in possession of the original.

The provisions and administration of this Power of Attorney shall be construed and governed by the laws of the State of Maine.

This power of attorney shall not be affected by any disability which I may suffer subsequent to the date hereof, it being my intention that the authority conferred herein shall be exercisable notwithstanding any subsequent disability.

I hereby ratify and confirm and agree to ratify and confirm whatever such agent, successor agent or substituted agent shall do or cause to be done under the authority of this power.

IN WITNESS WHEREOF, I have signed this Power of Attorney this 6th of February, 2017.

Signed in the presence of:

Denise R. Smith

Barbara H. Philbrick
Barbara H. Philbrick

STATE OF MAINE
COUNTY OF CUMBERLAND

February 6, 2017

Personally appeared the above-named BARBARA H. PHILBRICK and acknowledged the foregoing instrument to be her free act and deed.

Before me,

KURT E. KLEBE
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 26, 2019

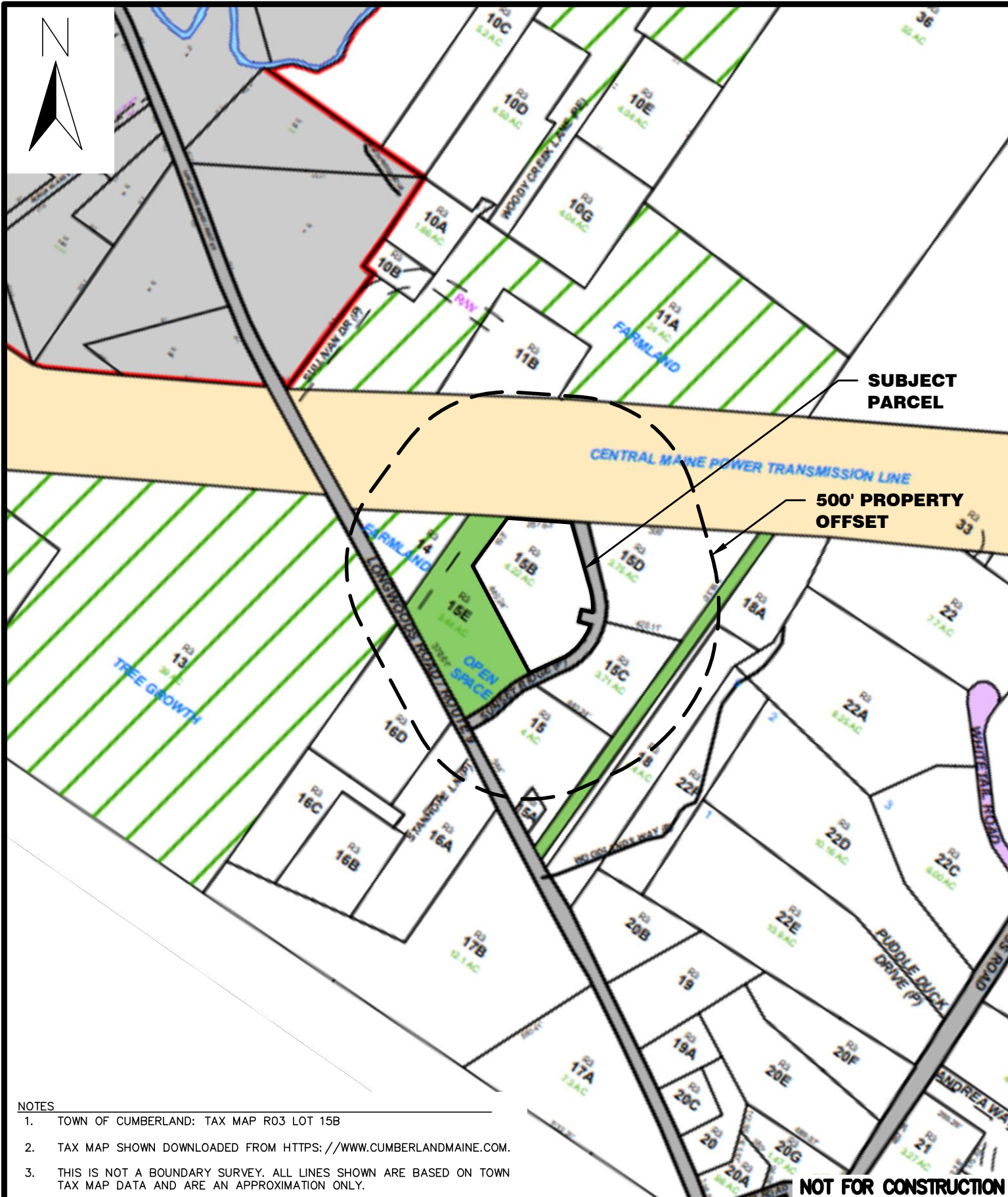
[Signature]
Notary Public (Signature)
Attorney at Law

Kurt E. klebe
(Typed or Printed Name)

My Commission expires: 3/26/19

NOTICE TO PRINCIPAL AND AGENT(S)

Notice to the Principal: As the "Principal" you are using this power of attorney to grant power to another person (called the Agent) to make decisions about your property and to use your property on your behalf. Under this power of attorney you give your Agent broad and sweeping powers to sell or otherwise dispose of your property without notice to you. Under this document your Agent will continue to have these powers after you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Uniform Power of Attorney Act, Maine Revised Statutes, Title 18-A, Article 5, Part 9. You have the right to revoke this power of attorney at any time as long as you are not incapacitated. If there is anything about this power of attorney that you do not understand you should ask a lawyer to explain it to you.



1. TOWN OF CUMBERLAND: TAX MAP R03 LOT 15B
2. TAX MAP SHOWN DOWNLOADED FROM [HTTPS://WWW.CUMBERLANDMAINE.COM](https://www.cumberlandmaine.com).
3. THIS IS NOT A BOUNDARY SURVEY. ALL LINES SHOWN ARE BASED ON TOWN TAX MAP DATA AND ARE AN APPROXIMATION ONLY.

NOT FOR CONSTRUCTION

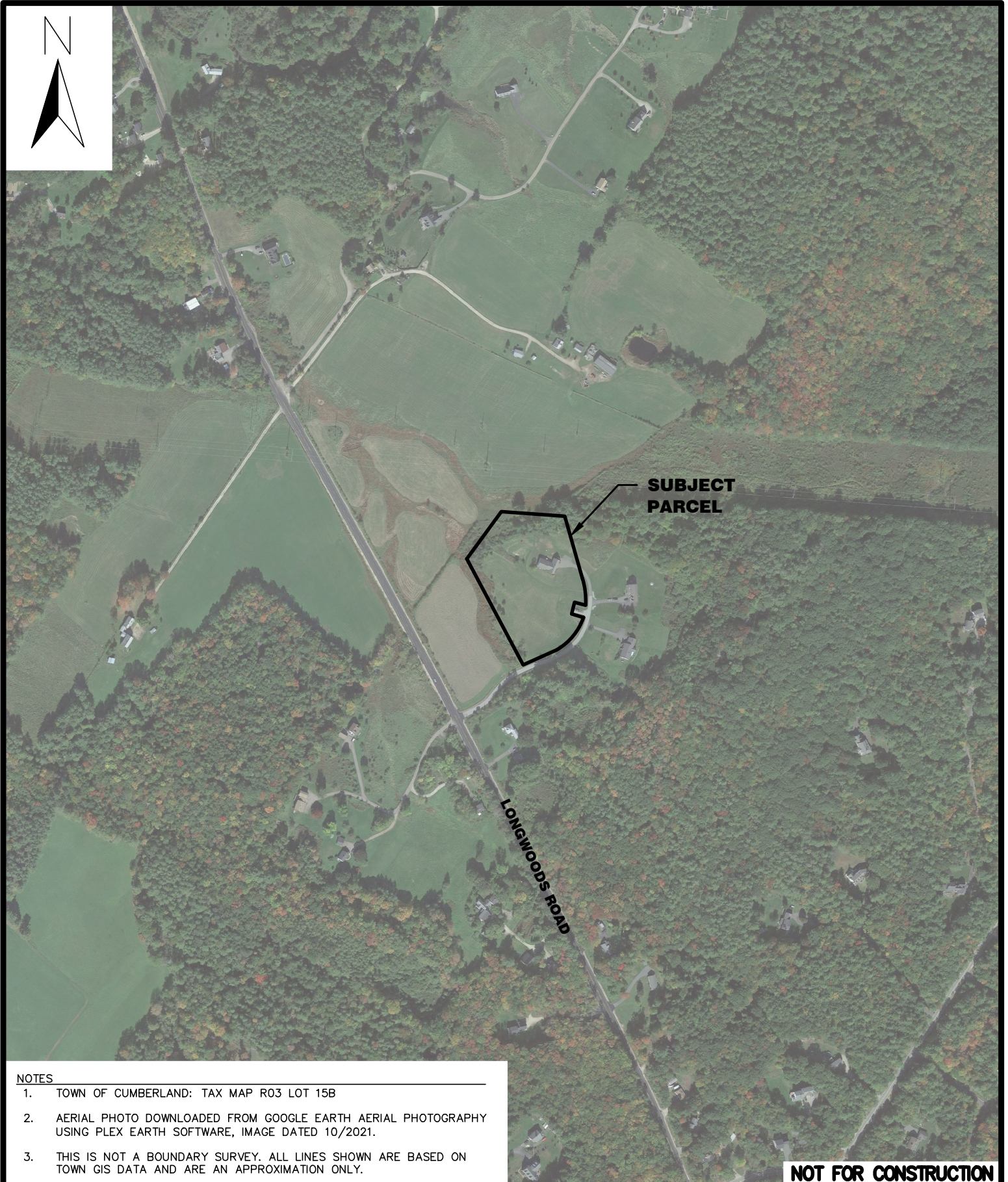
ABUTTERS MAP

MLDC NO.	23-094
PROJ. MGR:	EKB
DRAWN BY:	TLB
CHECKED BY:	EKB
REVISION NO.	N/A
ISSUE DATE:	2023-10-09
ISSUED FOR:	REVIEW

69 MAIN ST. LIVERMORE FALLS, MAINE
367 US ROUTE 1 FALMOUTH, MAINE
PH: (207) 897-6752 FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM



First Name	Last Name	Address	City	State	Zip Code	Tax Map	Lot Numb	Book	Page
Jackson Cousins & Hannah Weissauer		17 Turnberry Drive	Cumberland	ME	04021	R3	11A	3724	250
Kenneth Jr. & Colleen	Richards	77 Rock Ridge Run	Cumberland Center	ME	04021	R3	11B	17416	165
Synergosity, LLC		173 Spurwink Road	Scarborough	ME	04074	R3	13	391	720
Muriel & Russell	Theriault	58 Sullivan Drive	Cumberland Center	ME	04021	R3	14	18010	339
James & Sandra	Thomas	45 Longwoods Road	Cumberland Center	ME	04021	R3	15	17612	235
Central Maine Power Company C/O Avangrid Management Co-Local Tax		One City Center, 5th Floor	Portland	ME	04101	R3	15A	--	--
Barbara	Philbrick	15 Sunset Ridge	Cumberland	ME	04021	R3	15C	18573	222
Braden Beard & Tanne Gabler		23 Sunset Ridge	Cumberland	ME	04021	R3	15D	355	575
Sunset Ridge Open Space		Sunset Ridge	Cumberland	ME	04021	R3	15E	17865	251
Brita	Bonechi	34 Longwoods Road	Cumberland	ME	04021	R3	16A	24072	302
Andrew & Karen	Stanhope	23 Stanhope Lane	Cumberland Center	ME	04021	R3	16D	16109	158
Robert Jr. & Diane	Wood	58 Woodlands Way	Cumberland Center	ME	04021	R3	18	15582	85
Robert Jr. & Diane	Wood	58 Woodlands Way	Cumberland Center	ME	04021	R3	18A	5098	276



NOTES

1. TOWN OF CUMBERLAND: TAX MAP R03 LOT 15B
2. AERIAL PHOTO DOWNLOADED FROM GOOGLE EARTH AERIAL PHOTOGRAPHY USING PLEX EARTH SOFTWARE, IMAGE DATED 10/2021.
3. THIS IS NOT A BOUNDARY SURVEY. ALL LINES SHOWN ARE BASED ON TOWN GIS DATA AND ARE AN APPROXIMATION ONLY.

NOT FOR CONSTRUCTION

PROJECT:

ESTES- SUBDIVISION REVISION
24 SUNSET RIDGE, CUMBERLAND, ME 04021

DRAWING:

AERIAL PHOTO

SCALE: 1" = 500'

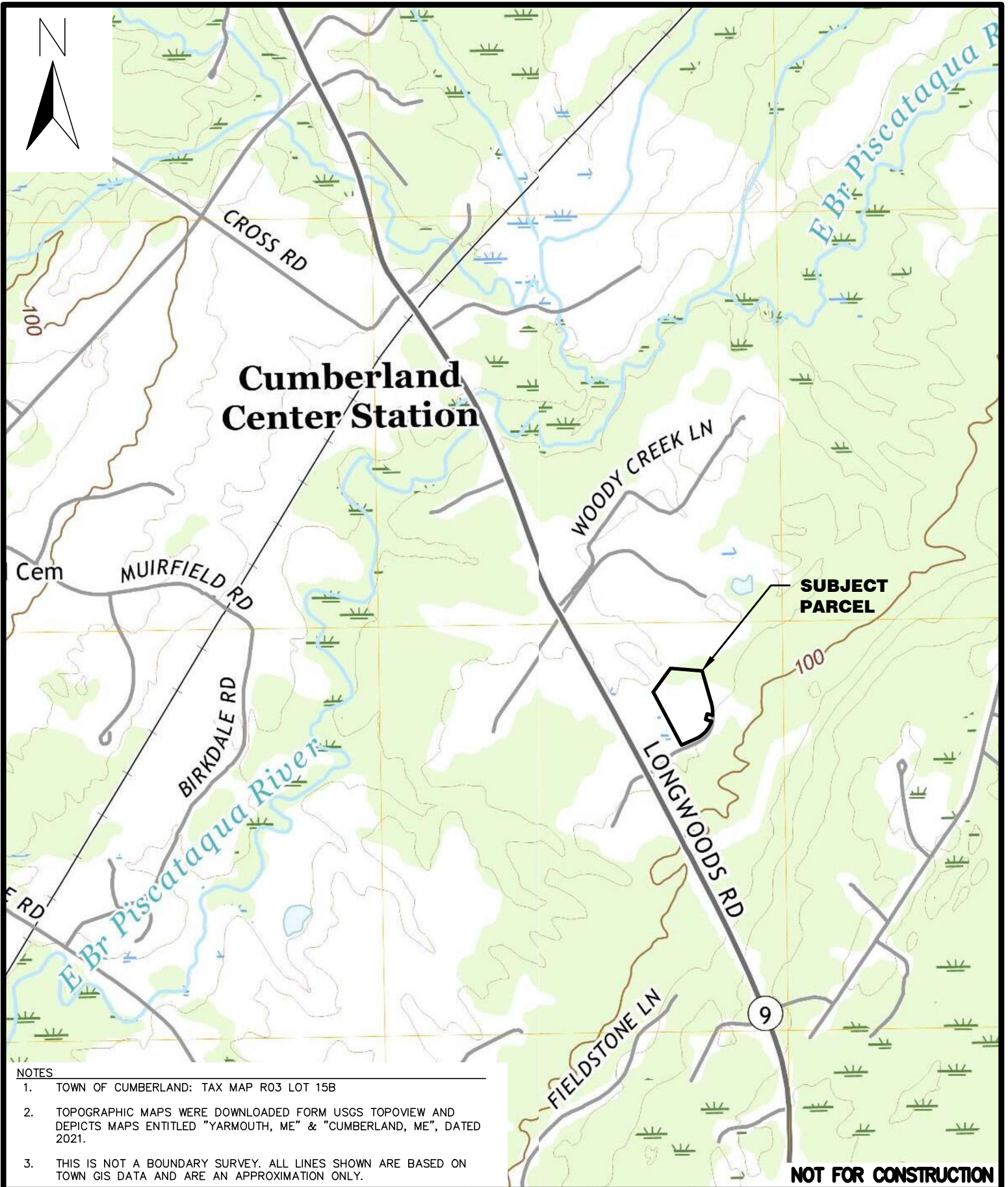
MLDC NO.
PROJ. MGR:
DRAWN BY:
CHECKED BY:
REVISION NO.
ISSUE DATE:
ISSUED FOR:

23-094
EKB
TLB
EKB
N/A
2023-10-09
REVIEW

MAIN-LAND
DEVELOPMENT
CONSULTANTS, INC.

69 MAIN ST. LIVERMORE FALLS, MAINE
367 US ROUTE 1 FALMOUTH, MAINE
PH: (207) 897-6752 FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM





NOTES

1. TOWN OF CUMBERLAND: TAX MAP R03 LOT 15B
2. TOPOGRAPHIC MAPS WERE DOWNLOADED FORM USGS TOPOVIEW AND DEPICTS MAPS ENTITLED "YARMOUTH, ME" & "CUMBERLAND, ME", DATED 2021.
3. THIS IS NOT A BOUNDARY SURVEY. ALL LINES SHOWN ARE BASED ON TOWN GIS DATA AND ARE AN APPROXIMATION ONLY.

NOT FOR CONSTRUCTION

PROJECT:
ESTES- SUBDIVISION REVISION
24 SUNSET RIDGE, CUMBERLAND, ME 04021

DRAWING:
USGS SITE MAP

SCALE: 1" = 1000'

MLDC NO. 23-094
PROJ. MGR: EKB
DRAWN BY: TLB
CHECKED BY: EKB
REVISION NO. N/A
ISSUE DATE: 2023-10-09
ISSUED FOR: REVIEW

MAIN-LAND
DEVELOPMENT
CONSULTANTS, INC.
69 MAIN ST. LIVERMORE FALLS, MAINE
367 US ROUTE 1 FALMOUTH, MAINE
PH: (207) 897-6752 FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM

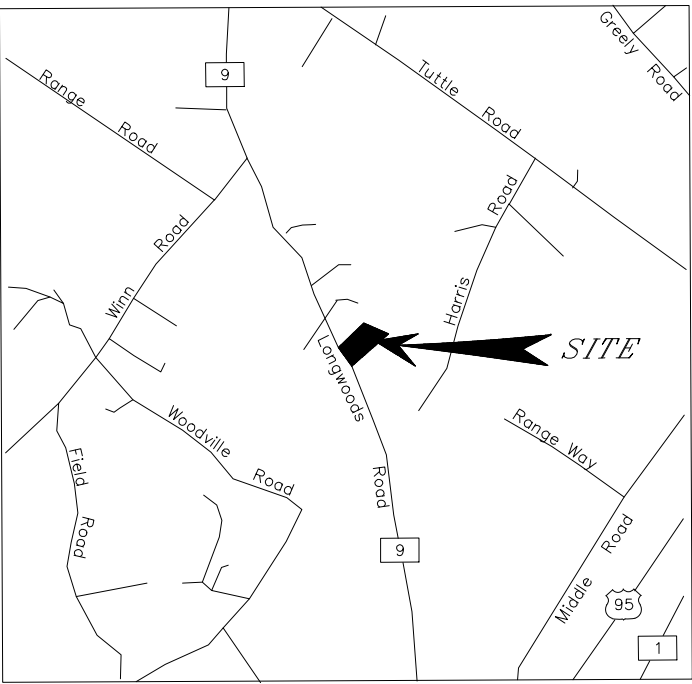
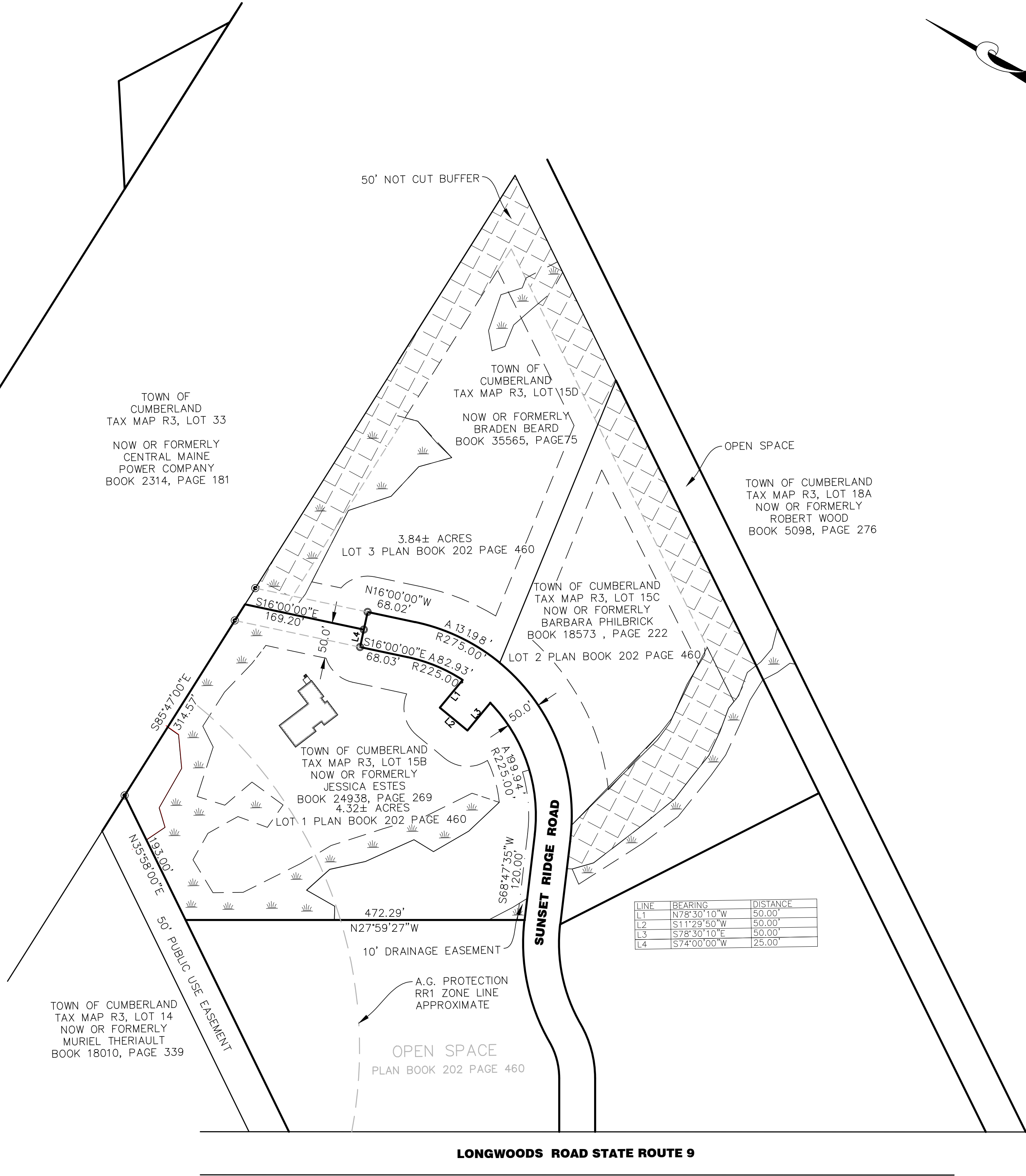


NOTES

1. ALL BEARINGS ARE REFERENCED TO TRUE NORTH AND BASED ON PLAN REFERENCE 1.
2. TOWN OF CUMBERLAND: TAX MAP R3, LOTS 15B & 15D.
3. OWNER OF RECORD AT TIME OF SURVEY: JESSICA ESTES: BOOK 24938, PAGE 269.
4. ALL BOOK AND PAGES REFER TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
5. THE PURPOSE OF THIS PLAN IS TO REVISE SUNSET RIDGE ROAD.
6. WETLANDS SHOWN DIGITIZED FROM PLAN REFERENCE 1.
7. SEE PLAN REFERENCE 1 FOR ORIGINAL SUBDIVISION NOTES.
8. ZONING DISTRICT IS RR1.

PLAN REFERENCES

1. "LONGWOODS MEADOW", DATED JUNE 2002, MADE FOR RICHARD MEOLI, SURVEYED BY WAYNE T. WOOD & CO. AND RECORDED IN PLAN BOOK 202, PAGE 460.



VICINITY MAP

Boundary Points
A DIVISION OF

MLDC

MAIN-LAND
DEVELOPMENT
CONSULTANTS, INC.

69 MAIN ST. LIVERMORE FALLS, MAINE
367 US ROUTE 1 FALMOUTH, MAINE
PH: (207) 897-6752 FAX: (207) 897-5404
WWW.MAIN-LANDDCI.COM

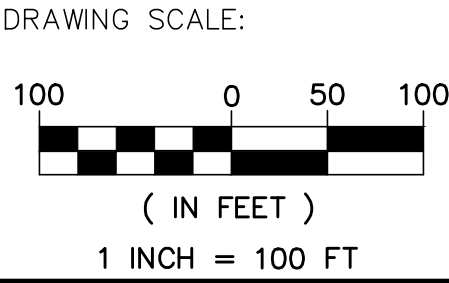
PLAN SHOWING A
REVISION TO
**LOT 1 & 3 OF
LONGWOODS
MEADOW**
24 SUNSET RIDGE ROAD, TOWN OF
CUMBERLAND, COUNTY OF
CUMBERLAND, STATE OF MAINE

OWNER OF RECORD
LOT 1
JESSICA ESTES
24 SUNSET RIDGE ROAD,
CUMBERLAND MAINE, 04021

OWNER OF RECORD
LOT 2
BRADEN BEARD
24 SUNSET RIDGE ROAD,
CUMBERLAND MAINE, 04021

MADE FOR
JESSICA ESTES

24 SUNSET RIDGE ROAD, TOWN OF
CUMBERLAND MAINE, 04021



REVISION NOTES:

PROJ. MGR: DB
DRAWN BY: DB
CHECKED BY: KC
REVISION NO. N/A
SURVEY DATE: 2023-09-19
SUBMISSION DATE: 2023-11-16
SUBMITTED FOR: FINAL

**REVISION TO
SUBDIVISION
PLAN**

SEAL:

DAVID BOUFFARD PLS 22882
DRAWING NO.
S1.1
MLDC NO. 23-094 1 OF 1

LEGEND

- EXISTING IRON PIPE, ROD, OR REBAR, AS NOTED
- 5/8 REBAR CAPPED, "PLS 2282", TO BE SET
- UTILITY POLE
- OVERHEAD UTILITY
- BOUNDARY LINE (SURVEYED)
- ABUTTING BOUNDARY LINES (APPROX.)
- WETLAND AREA (APPROX.)

APPROVED BY THE TOWN OF CUMBERLAND,
MAINE PLANNING BOARD.

DATE: _____

CHAIRMAN: _____

CONDITIONS OF APPROVAL:

CUMBERLAND COUNTY SS REGISTRY OF DEEDS

RECEIVED: _____

AT ___ H ___ M ___ M ___

RECORDED IN PLAN BOOK _____, PAGE _____

ATTEST: _____

REGISTER