

Board of Appeals Meeting
June 13, 2016 – 7:00 PM
Town Office Conference Room



Meeting Materials

**Board of Appeals Meeting
June 13, 2016 – 7:00 PM
Town Office Conference Room**

AGENDA

CALL TO ORDER

MINUTES

March 28, 2016

COMMUNICATIONS

Copy of Decision Letter to Marie Parisi

APPEALS

Carol Glynn Sawyer, Administrative Appeal – Map 14 Lots 10A & 10F

Paul Gazzara, Administrative Appeal – Map 33, Lot 1

OTHER BUSINESS

ADJOURNMENT

MINUTES

The minutes for March 28, 2016 are not
available at this time.

COMMUNICATIONS



Board of Appeals

1231 Maine Street,
Poland, Maine 04274

March 28, 2016

Marie N. Parisi
P.O. Box 8
Minot, Maine 04258

Dear Ms. Parisi,

This is to inform you that the Appeals Board has acted on your application for a variance Appeal as follows:

Findings of Fact:

1. The applicant and owner of the property is Marie N. Parisi as demonstrated by a submitted warranty deed.
2. The property is located at 920 Empire Road, Poland, Maine and it is in the Village-2 (V-2) zone. It is identified as Assessor's Map #42, Lot #4 and contains one point fifty-two (1.52) acres.
3. The applicant is requesting a twenty-one point two foot (21.2') reduction in the side lot line set back from twenty-five feet (25') to three point eight feet (3.8').
4. The variance requested is from chapter five (5) section 507.2.A.6.c of the Comprehensive Land Use Code (CLUC).
5. The appeal application was submitted on March 14, 2016. A public hearing was held on March 28, 2016.
6. The applicant constructed a two (2) car garage attached to the house that was not located at least twenty-five feet (25') from the side lot line as required by the ordinance.
7. Ms. Parisi applied for a building permit for the garage on April 25, 2002. This permit was issued by Code Enforcement Officer Arthur Dunlap. A plot plan was submitted showing the setbacks. At the time the house was a conforming structure. The construction of the garage made it a non conforming structure. A survey was not completed at the time of the project.
8. Since then she has decided to sell the home and the buyer's mortgage loan inspection discovered the violation. A survey done by Stuart Davis Land Surveying confirmed that the garage is only three point eight feet (3.8') from the property line.
9. Many of the lots in the neighborhood including this one were created in the early 1800s.

Conclusion:

1. The Board votes to approve of a twenty-one point two foot (21.2') variance to reduce the side lot line set back to three point eight feet (3.8') for the garage.
2. The Board concludes that the structure would meet the performance standards of this Code except for the specific provision of the side set back, which has created the nonconformity and from which relief is sought.

3. The applicant has proved to the Board that strict application of the terms of this Code would result in undue hardship. If the variance is not granted the applicants would owe more for the house than it would be worth.
4. The need for a variance is due to the unique circumstances of the property and not to the general conditions of the neighborhood. There are a number of similar conditions in the neighborhood; however this lot in particular has a jog in the sideline, which causes the house to sit inside the setback.
5. Granting of a variance will not alter the essential character of the locality. The house fits the character of the neighborhood and no testimony was heard that it would negatively affect the neighborhood or abutting property. The abutting property has been vacant for approximately six (6) years.
6. The applicant was diligent and followed guidance from the town's Code Enforcement Officer. An adequate survey was not completed at the time which would have shown the correct lot line location. It is also believed that the Code Enforcement Officer may have been confused as to what the correct set back should have been.
7. No other feasible alternative to a variance is available to the petitioner; moving or removing the garage is not a possibility. Granting of the variance will not unreasonably adversely affect the natural environment.
8. The structure or land area for which a variance is sought is not located in whole or in part within the Shoreland Area and/or one hundred (100) year flood plain.

Decision:

Based on the above findings of fact and conclusions, the Town of Poland Board of Appeals voted three (3) to one (1) to approve the application for a variance appeal. A zoning variance approval certificate will need to be recorded with the Androscoggin Registry of Deeds within ninety (90) days. This decision can be appealed in the Superior Court within forty-five (45) days.

Sincerely,

Mark Hyland, Chairman

MH: ALS

CC: Nicholas Adams, Code Enforcement Officer
Stephen Robinson, Chairman, Board of Selectmen
William Foster, Chairman, Planning Board

NEW BUSINESS

ZONING BOARD OF APPEALS HEARING		
Name: Carol Glynn Sawyer		M-L: 0014-0010A & F
Relevant Ordinance: 304.2B1		
Application Received: 5-23-2016	Hearing Held By (30 days): 6-22-2016	Date: 6-13-16
Notify Planning Board by: 6-3-2016	Notify Appellant & Abutters by: 6-3-2016	Sent: 5-31-16
Publish Public Hearing in Newspaper by: 6-8-2016		Ran: 6-6-16
Inform Appellant, CEO, Planning Board, and Municipal Officers of decision by: 7-3-2016		

Notes:

SECTION 304.3

1. Appeal Application is received and a meeting date is set. (30 DAYS)
2. Notify Code Enforcement Officer and Planning Board. (10 days prior to public hearing)
3. Notify appellant and all abutters within 500 feet of the location in question by certified mail. (10 days prior to public hearing)
4. Publish date, time, and place of public hearing in a newspaper of general circulation. (5 days prior to public hearing)
5. Inform the appellant, Code Enforcement Officer, Planning Board, and Municipal Officers of the decision made and reasoning in writing. (Within 20 days after public hearing)
6. Any reconsideration by a board member can be made within 45 days of the public hearing.
7. Appellant must make any appeal of the board's decision to Superior Court within 45 days of decision date.

Town of Poland, Maine
Board of Appeals
1231 Maine Street
Poland, Maine 04274

Application for Administrative Appeal

Appellant(s): <u>Carol Glynn Sawyer</u>		
<u>Lorraine Sawyer</u>		
Mail Address: <u>P.O. Box 3486</u>	Work Phone: <u>(207) 212-8821</u>	
Town/State/Zip: <u>Auburn, Maine 04212</u>	Home Phone: <u>(207) 998-4889</u>	
Road Location: <u>Tripp Lake Road</u>		
Map # <u>14</u>	Lot # <u>0010F</u>	Sub-lot # <u>0010-B</u>

An Administrative Appeal is being sought for the relief from the decision, or lack of a decision, of the Code Enforcement Officer or the Planning Board in regard to an application for a permit or use approval. The undersigned believes that: (check one)

- ☐ An error was made in the denial of a permit or use.
- ☒ The denial was based on a misinterpretation of the ordinance.
- ☐ There has been a failure to approve or deny a permit or use within a reasonable period of time.
- ☐ (Other – please specify) _____

1. Attach a copy of any relevant papers (applications, site drawings, decisions, etc.) concerning the decision by the Code Enforcement Officer or Planning Board.
2. Attach copy of deed, sales agreement, or contract that gives you title, right, or interest in this appeal.
3. Indicate what section(s) of the ordinance that you believe is/are relevant to your appeal: _____
4. Attach a statement describing the facts concerning your filing an appeal.

I hereby acknowledge that I have read this application and pertinent sections of the ordinances, and state that the information in this document is to the best of my knowledge true and accurate.

Lorraine Sawyer
Appellant's Signature

Carol Glynn Sawyer
Co-Appellant's Signature

15/03/2016
Date



Code Enforcement Office

1231 Maine Street,
Poland, Maine 04274

Notice of Violation

Date: April 11, 2016

Owner: Ralph and Lorraine Sawyer
P.O. BOX 3486
Auburn, ME 04212

Certified Mail: 9171999991703350213815
and U.S. Mail

Carol Glynn
P.O. BOX 3486
Auburn, ME 04212

Certified Mail: 9171999991703350213822
and U.S. Mail

Parcel ID: 0014-0010F

Located at: Tripp Lake Road

Zoning District: Rural Residential-2 (R-2)

Dear Mr. and Mrs. Sawyer and Ms. Glynn,

An evaluation of the above-referenced property shows that the property fails to comply with Chapter 6 (Subdivision Standards) of the Comprehensive Land Use Code (CLUC) of the Town of Poland and State Subdivision Law, 30-A M.R.S.A § 4406. Below is a list of the violations.

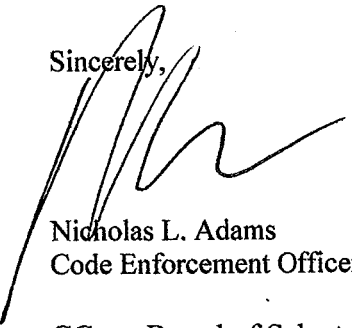
The conveyance of Lot 10F to Carol Glynn required subdivision review per Chapter 6 of the CLUC of the Town of Poland and State Subdivision Law, 30-A M.R.S.A §§4403 and 4406. The prior divisions in 2003 of Lot 10B was the first division for subdivision purposes and no further division of the land of Lorraine Sawyer should have occurred without subdivision review. If you do not wish to apply for subdivision review then parcel 0014-0010F must be recombined with parcel 0014-0010B. No building permits will be issued for recombined parcel 0014-0010B and 0014-0010F for 5 years from the date of this letter. If you do not recombine Lot 0014-0010F with Lot 0014-0010B, the Town is prohibited from issuing any building permits for that lot under the provisions of 30-A M.R.S.A. § 4406. This prohibition will not end and will continue either until subdivision approval is acquired or the lot is recombined.

This is a notice of violation pursuant to Ch. 4 § 404 of the CLUC of the Town of Poland and 30-A M.R.S.A. § 4452. All referenced violations shall be corrected within forty-five (45) days of the date of this notice. A follow up inspection of the parcel will occur on May 26, 2016, at which time compliance will be required. Failure to comply may result in this office referring the matter to the Town's attorney for legal action and possible civil penalties, as provided for in Ch. 4 § 404 of the CLUC and 30-A M.R.S.A. §

4452. In the event that the Town takes such an action and is successful in proving the subdivision violation, the Court may impose a penalty of between \$100 and \$2,500. The Court may impose a separate penalty for each day that the violation has continued. The Town will ask the Court to order you to cease the violation and to take all actions required to bring the lot into full compliance with the requirements of the CLUC and State Subdivision Law. In addition to these remedies, the State statute requires the Court to order a person who is found in violation to pay the costs of the Town's expenses of bringing the case, including reasonable attorney's fees. Regardless of whether the Town pursues an enforcement action, building permits will not be issued for the divided parcel if it is not brought into compliance.

This notice constitutes an appealable decision pursuant to Ch. 4 § 409 of the CLUC. You have the right to appeal this order to the Board of Appeals within forty-five (45) days of the date of this letter. Failure to do so may deprive you of your ability to contest this Notice of Violation in any subsequent proceedings. However, filing an appeal to the Board of Appeals does not relieve you of your responsibility to correct the violations or of your liability for civil penalties. Please feel free to contact me if you wish to discuss the matter or have any questions.

Sincerely,



Nicholas L. Adams
Code Enforcement Officer

CC: Board of Selectmen

ENC: Denied Building Permit Dated, April 11, 2016
Administrative Appeal Application

WHEREAS, Ralph J. Sawyer acquired property from William A. Newcomb on the northwesterly sideline of Tripp Lake Road as described in a deed dated August 1, 1995 and recorded in the Androscoggin County Registry of Deeds in Book 3456, Page 266;

WHEREAS, Ralph J. Sawyer gifted a portion of the above referenced property to his wife, Lorraine Sawyer, by deed dated October 31, 1995 and recorded in the said Registry of Deeds in Book 3504, Page 200;

WHEREAS, the lot created pursuant to the said deed to Lorraine Sawyer recorded in said Registry in Book 3504, Page 200 was an exempt lot for subdivision purposes pursuant to 30-A M.R.S.A. § 4401(4)(D-4) as a gift between related persons;

WHEREAS, Lorraine Sawyer conveyed a portion of the above referenced property to Paul R. Dubois and Lori S. Dubois by deed dated April 2, 1996 and recorded in the said Registry of Deeds in Book 3576, Page 214;

WHEREAS, Lorraine Sawyer waited more than the required five years before making another conveyance from her remaining land;

WHEREAS, Lorraine Sawyer thereafter conveyed another portion of the above referenced property to Scott Sawyer by deed dated July 30, 2003 and recorded in the said Registry of Deeds in Book 5554, Page 128;

WHEREAS, Ralph Sawyer met with Arthur Dunlap, the code enforcement officer for the Town of Poland at the time, to discuss the possibility of Lorraine Sawyer conveying another portion of her remaining land without needing subdivision approval;

WHEREAS, Ralph Sawyer and Arthur Dunlap discussed a scenario whereby Lorraine Sawyer would gift a portion of her remaining land to her daughter, Carol Glynn (now known as Carol Sawyer), gift another portion of her remaining land to her husband, Ralph Sawyer, who also owned abutting land being the remainder of what he had acquired from William A. Newcomb as aforesaid, and then convey her remaining land to Yuri M. Ivanov;

WHEREAS, Ralph Sawyer and Arthur Dunlap believed that the above described scenario would result in the creation of two lots for subdivision purposes, the first being

the lot conveyed to Scott Sawyer by deed recorded in the said Registry in Book 5554, Page 128, and the second lot being the lot proposed to be conveyed to Yuri M. Ivanov, with the lots being gifted to Carol Glynn and Ralph Sawyer being exempt lots for subdivision purposes pursuant to 30-A M.R.S.A. § 4401(4)(D-4) as gifts between related persons;

WHEREAS, Ralph Sawyer and Lorraine Sawyer misunderstood the sequence by which the proposed conveyances needed occur, that being that the proposed gift lots to Carol Glynn and Ralph Sawyer needed to occur prior to the conveyance to Yuri M. Ivanov;

WHEREAS, Lorraine Sawyer thereafter conveyed a parcel of land approximately 2 acres in size to Yuri M. Ivanov by deed dated December 23, 2003 and recorded in the said Registry of Deeds in Book 5753, Page 99;

WHEREAS, on the same date, Lorraine Sawyer gifted a parcel of land approximately 2 acres in size to Carol Glynn by deed dated December 23, 2003 and recorded in the said Registry of Deeds in Book 5753, Page 101;

WHEREAS, approximately seven months later, Lorraine Sawyer gifted her remaining land to Ralph Sawyer by deed dated July 14, 2004 and recorded in the said Registry of Deeds in Book 5993, Page 64;

WHEREAS, at the time of the two aforesaid gift deeds to Carol Glynn and Ralph Sawyer, the Sawyers and the Town of Poland believed that the lots created thereby were exempt lots for subdivision purposes pursuant to 30-A M.R.S.A. § 4401(4)(D-4) as gifts between related persons;

WHEREAS, the lots conveyed by Lorraine Sawyer to Carol Glynn and Ralph Sawyer as aforesaid may, in fact, not be exempt lots for subdivision purposes due to the fact that the lots were created after the aforesaid conveyance to Yuri M. Ivanov;

WHEREAS, Carol Sawyer (formerly known as Carol Glynn) now intends to sell the land she acquired from her mother, Lorraine Sawyer, by the aforesaid deed recorded in the said Registry in Book 5753, Page 101;

WHEREAS, the existence of the violation is preventing Carol Sawyer from selling her said land; and

WHEREAS, the actions of Ralph Sawyer and Lorraine Sawyer have not resulted in any harm, that the actions were not willful, that no useful purpose will be served by penalizing Ralph Sawyer and Lorraine Sawyer, or their heirs or assigns, in regard to this matter and that the public health, safety and welfare would not be adversely affected by allowing Carol Sawyer to sell her said land.



TOWN OF POLAND
1231 Maine Street
Poland, ME 04274

For the Fiscal Year July 1, 2015 to June 30, 2016

OFFICE HOURS

Monday: 9:00am - 7:00pm

Tuesday thru Friday: 9:00am - 4:00pm

Telephone: (207) 998-4601

464332 088 01 001160 001
GLYNN, CAROL
P. O. BOX 3486
AUBURN ME 04212-3486

**THIS IS THE ONLY BILL
YOU WILL RECEIVE**

HR, CG

2016 REAL ESTATE TAX BILL

CURRENT BILLING INFORMATION

LAND VALUE	\$35,150.00
BUILDING VALUE	\$0.00
TOTAL: LAND & BLDG	\$35,150.00
	\$0.00
	\$0.00
Machinery & Equipment	\$0.00
MISCELLANEOUS	\$0.00
TOTAL PER. PROP.	\$0.00
HOMESTEAD EXEMPTION	\$0.00
OTHER EXEMPTION	\$0.00
NET ASSESSMENT	\$35,150.00
TOTAL TAX	\$499.13
LESS PAID TO DATE	\$0.00

TOTAL DUE -> \$499.13

MAP/LOT: 0014-0010F
LOCATION: TRIPP LAKE RD.
ACREAGE: 1.90
ACCOUNT: 003725 RE

MIL RATE: 14.2
BOOK/PAGE: B5753P101

FIRST HALF DUE: \$249.57
SECOND HALF DUE: \$249.56



TAXPAYER'S NOTICE

INTEREST AT 7% PER ANNUM CHARGED BEGINNING 11/01/2015 AND 05/01/2016.

Without State Aid for Education, Homestead Exemption Reimbursement and State Revenue Sharing, your tax bill would have been 35% higher. Mil Rate at 14.2 per \$1,000 of taxable value.

This bill is for the current fiscal year only, any payment on past due amounts are not included. To determine past due amounts OR to receive information regarding payments, interest, cost changes and/or refunds, please contact the Treasurer's Office at (207) 998-4601.

Under State law, the ownership and valuation of all real estate and personal property subject to taxation shall be fixed as of April 1st. For this tax bill, that date is April 1, 2015. **If you have sold your real estate since April 1, 2015, it is your obligation to forward this bill to the current property owner.**

As of June 30, 2015 the Town of Poland has outstanding bonded indebtedness in the amount of \$15,309,414.

After eight months and no later than one year from the date of commitment, a lien will be placed on all real estate for which taxes remain unpaid. Any abatement requests must be made within **185 calendar days** from the date of commitment, for this tax bill.

Please direct any abatement questions to the Assessor's Office at (207) 998-4651.

DO NOT LOSE OR DISCARD THIS BILL. YOU WILL NOT RECEIVE A BILL FOR THE SECOND PAYMENT.

CURRENT BILLING DISTRIBUTION

School	\$299.98	60.100%
Town	\$166.21	33.300%
Androscoggin County	<u>\$32.94</u>	<u>6.600%</u>
TOTAL	\$499.13	100.000%

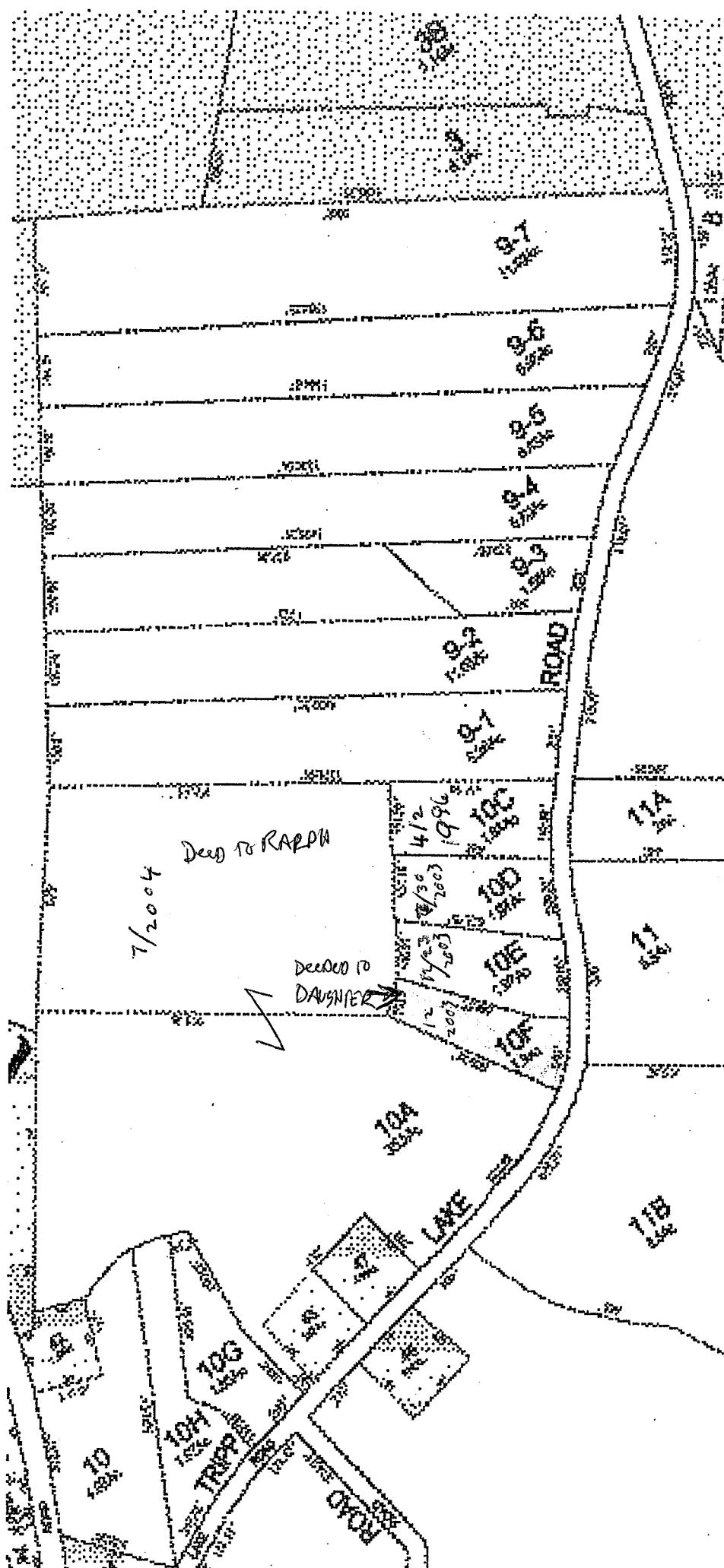
REMITTANCE INSTRUCTIONS

Please make check or money order payable to
Town of Poland and mail to:

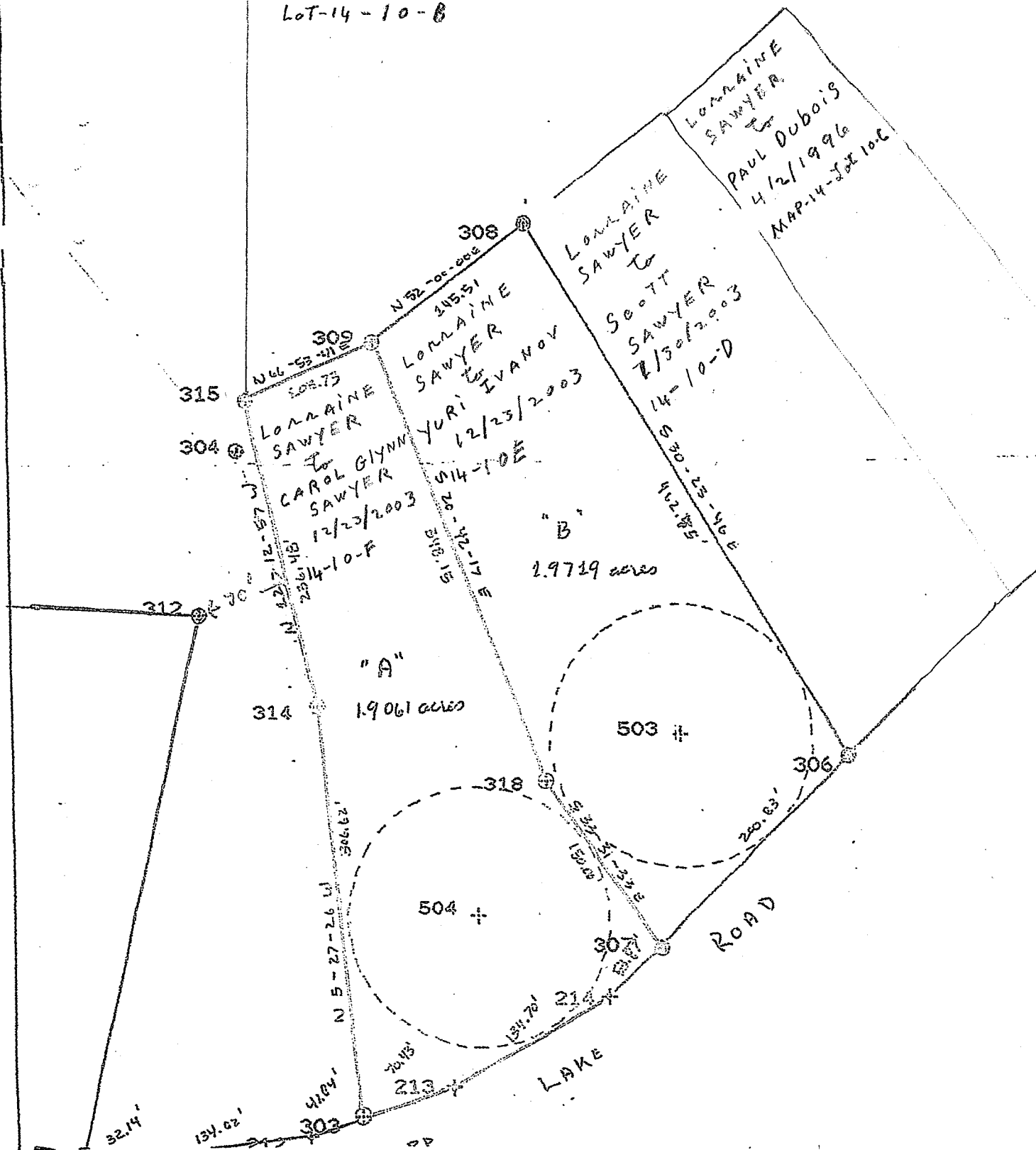
TOWN OF POLAND
1231 Maine Street
POLAND, ME 04274

If a receipt is desired, please send a self-addressed, stamped envelope.

N



LOLAINE SAWYER
To
RALPH SAWYER
7/14/2004
LOT-14-10-B



MAINE SHORT FORM WARRANTY DEED

I, Lorraine Sawyer of Poland, County of Androscoggin, and State of Maine, whose mailing address is P.O. Box 3486, Auburn, Maine 04212 for consideration paid, grant to Yuri M. Ivanov whose mailing address is 30 Tailwind Ct., Apt# 59C, Auburn, Maine 04210-8859 with WARRANTY COVENANTS, A certain lot or parcel of land situated in Poland, County of Androscoggin, and State of Maine, being more particularly described in the attached Exhibit A.

The consideration being paid by the purchaser to the seller represents the full market value of the premises described herein.

The premises are conveyed to any easements and restrictions of record and this deed includes all rights, easements, privileges, and appurtenances belonging to the premises hereinabove described.

WITNESS my hand and seal this 23rd day of December, 2003

Debra A. Conrad
Witness

Lorraine Sawyer
Lorraine Sawyer

STATE OF MAINE
ANDROSCOGGIN, SS.

23rd Personally appeared the above named Lorraine Sawyer, known to me, this day of December, 2003 and acknowledged before me the foregoing instrument to be her free act deed.

Debra A. Conrad

Notary Public

Debra A. Conrad
Notary Public, Maine
My Commission Expires
August 9, 2005



B-1216

October 13, 2003

Description of a parcel of land on the Tripp Lake Road in the Town of Poland, County of Androscoggin and State of Maine.

Bounded and described as follows:

Beginning at an iron pin on the northwesterly limit of the Tripp Lake Road at a point which is located a distance of 200.83 feet (as measured along the northwesterly limit of the Tripp Lake Road) from an iron pin at the southeasterly corner of a parcel of land of Paul Dublois (Bk # 3574, Pg # 214).

Thence South 45 degrees-20 minutes-40 seconds West along the northwesterly limit of the Tripp Lake Road a distance of 200.83 feet to an iron pin, thence North 33 degrees-31 minutes-33 seconds West a distance of 150.00 feet to an iron pin, thence North 20 degrees-42 minutes-17 seconds West a distance of 348.15 feet to an iron pin, thence North 52 degrees-00 minutes-00 seconds East a distance of 145.51 feet to an iron pin, thence South 30 degrees-23 minutes-46 seconds East a distance of 462.75 feet to the point of beginning.

Containing 85,894 square feet or 1.9719 acres.

David E. Buker 11/19/03
David E. Buker, PLS # 1189

MAINE SHORT FORM WARRANTY DEED

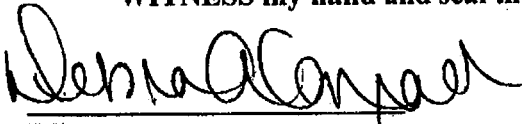
NO MAINE R.E.
TRANSFER TAX PAID

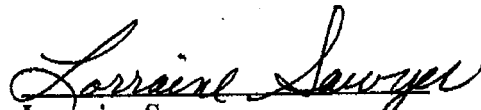
I, LORRAINE SAWYER of Poland, County of Androscoggin, and State of Maine, whose mailing address is P.O. Box 3486, Auburn, Maine 04212, grant to CAROL GLYNN whose mailing address is 2 Miller Road, Lisbon, Maine 04250 with WARRANTY COVENANTS, A certain lot or parcel of land situated in Poland, County of Androscoggin, and State of Maine being part of the same lot conveyed to this Grantor and recorded in Book 3404, Page 200. Being more particularly described in the attached Exhibit A.

The Grantee in the Daughter of the Grantor and this conveyance is made without monetary consideration.

The premises are conveyed subject to any easement and restrictions of record and this deed includes all rights, easements, privileges, and appurtenances belonging to the premises hereinabove described.

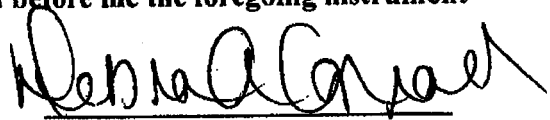
WITNESS my hand and seal this 23 day of December, 2003.


Witness


Lorraine Sawyer

STATE OF MAINE
ANDROSCOGGIN, SS.

Personally appeared the above named LORRAINE SAWYER, known to me, this day of December, 2003 and acknowledged before me the foregoing instrument to be her free act and deed.


Notary Public

Debra A. Conrad
Notary Public, Maine
My Commission Expires
August 7, 2005



B-1216

October 13, 2003

Description of a parcel of land on the Tripp Lake Road in the Town of Poland, County of Androscoggin and State of Maine.

Bounded and described as follows:

Beginning at an iron pin on the northwesterly limit of the Tripp Lake Road at a point which is located a distance of 401.66 feet (as measured along the northwesterly limit of the Tripp Lake Road) from an iron pin at the southeasterly corner of a parcel of land of Paul Dublois (Bk #3574, Pg #214).

Thence South 45 degrees-20 minutes-40 seconds West along the northwesterly limit of the Tripp Lake Road a distance of 53.87 feet to a point, thence South 59 degrees-58 minutes-58 seconds West along the northwesterly limit of the Tripp Lake Road a distance of 134.70 feet to a point, thence South 72 degrees-34 minutes-07 seconds West along the northwesterly limit of the Tripp Lake Road a distance of 70.43 feet to an iron pin, thence North 5 degrees-27 minutes-26 seconds West a distance of 306.62 feet to an iron pin, thence North 12 degrees-12 minutes-57 seconds West a distance of 236.48 feet to an iron pin, thence North 66 degrees-53 minutes-41 seconds East a distance of 103.73 feet to an iron pin, thence South 20 degrees-42 minutes-17 seconds East a distance of 348.15 feet to an iron pin, thence South 33 degrees-31 minutes-33 seconds East a distance of 150.00 feet to the point of beginning.

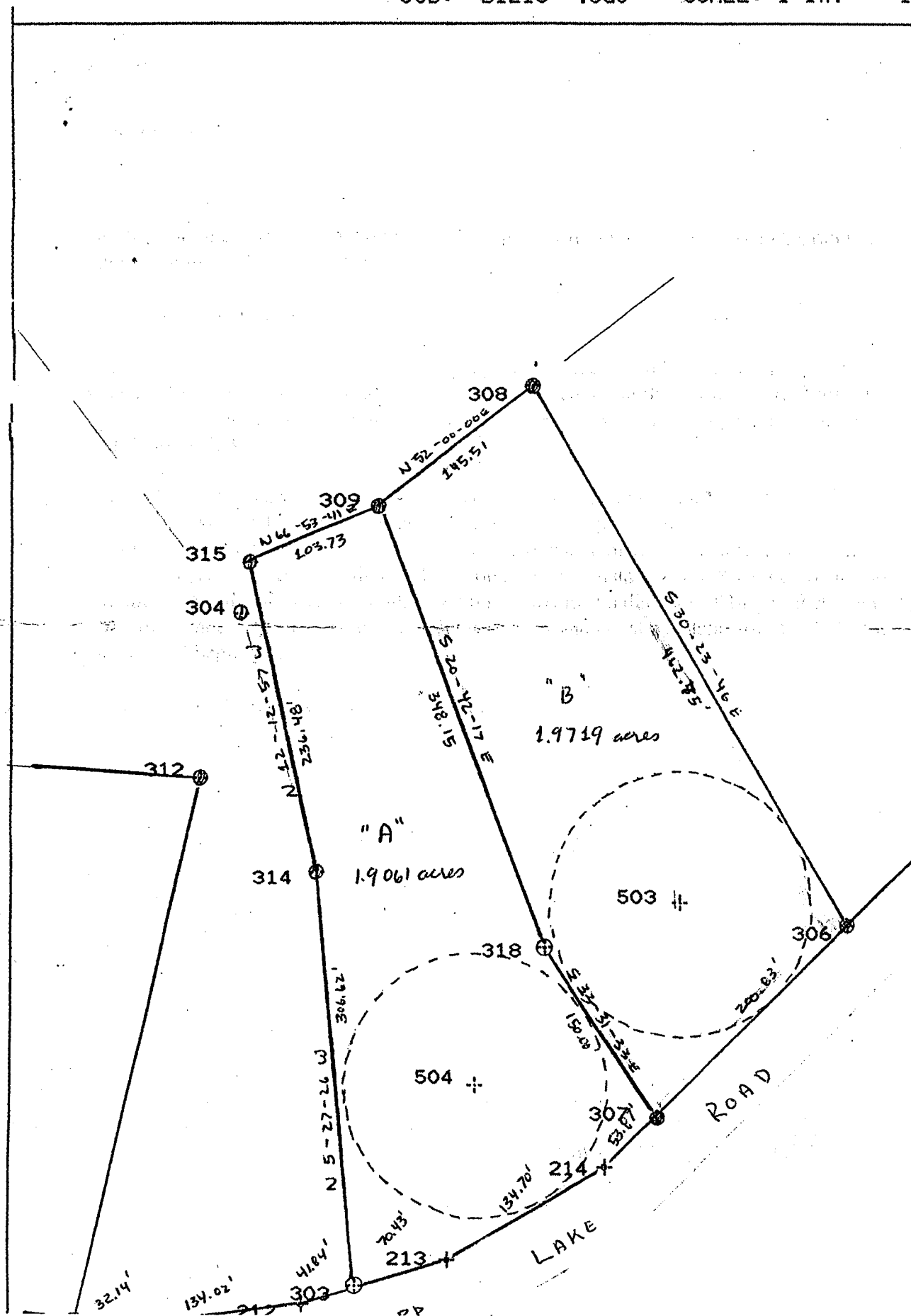
Containing 83,028 square feet or 1.9061 acres.

Poor Copy At Time Of Recording
Will Not Reproduce Clearly

David E. Buker 10/13/03
David E. Buker, PLS #1189

ANDROSCOGGIN COUNTY
Tina M. Chaurand
REGISTER OF DEEDS

SCALE: 1 In. = 100 Ft.



MAINE SHORT FORM WARRANTY DEED

I, **LORRAINE SAWYER** of Poland, County of Androscoggin, and State of Maine, whose mailing address is P.O. Box 3486, Auburn, Maine 04212, grant to **RALPH J. SAWYER** whose mailing address is P.O. Box 3486, Auburn, Maine 04212 with **WARRANTY COVENANTS**, A certain lot or parcel of land situated in Poland, County of Androscoggin, and State of Maine being part of the same lot conveyed to this Grantor and recorded in Book 3404, Page 200. Being particularly described in the attached Exhibit A.

The Grantee is the husband of the Grantor and this conveyance is made without monetary consideration.

The premises are conveyed subject to any easement and restrictions of record and this deed includes all rights, easement, privileges, and appurtenances belonging to the premises hereinabove described.

WITNESS my hand and seal this 15 day of July, 2004

Kathy Heblth
Witness

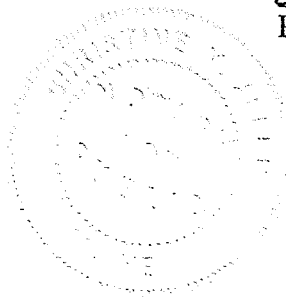
Lorraine Sawyer
Lorraine Sawyer

STATE OF MAINE
ANDROSCOGGIN, SS.

¹⁵ Personally appeared the above named **LORRAINE SAWYER**, known to me, this 15 day of ~~July~~ and acknowledge before me the foregoing instrument to be her free act and deed.

Christine M. Allen
Notary Public

CHRISTINE M. ALLEN
Printed Name



CHRISTINE M. ALLEN
NOTARY PUBLIC, MAINE
My Commission Expires July 25, 2005

EXHIBIT A

Description of a parcel of land in the Town of Poland, County of Androscoggin, and State of Maine.

Bounded and described as follows:

Beginning at an iron pipe as located on the northerly limit of the Tripp Lake Road at the southwesterly corner of a parcel of land of Michael and Patricia Bolduc as described in a deed which is recorded at the Androscoggin County Registry of Deeds in Book # 2027 on page #81.

Thence South 69 degrees-21 minutes-56 seconds West along the northerly limit of the Tripp Lake road a distance of 118.86 feet to an angle point, thence

South 45 degrees-20 minutes-40 seconds West along the northerly limit of the Tripp Lake Road a distance of 536.77 feet to an angle point, thence South 59 degrees-58 minutes-58 seconds West

along the northerly limit of the Tripp Lake road a distance of 134.70 feet to angle point, thence

South 72 degrees-34 minutes-07 seconds West along the northerly limit of the Tripp Lake Road a distance of 12.27 feet to a point -- said point as located South 51 degrees-43 minutes-51 seconds

West a distance of 791.50 feet from the point of beginning --thence North 16 degrees-23 minutes-21 seconds West a distance of 500.35 feet to a point, thence

North 35 degrees-40 minutes-18 seconds West a distance of 915.98 feet to a point on the line of land of Mary Howard and Clara Libby (Bk. # 1514. Pg. # 162), thence

North 51 degrees-58 minutes-29 seconds East along the line of land of the said Mary Howard and Clara Libby a distance of 570.00 feet to an iron pipe (as found) at the northwesterly corner of the parcel of land of Michael and Patricia Bolduc, thence South 38 degrees-00 minutes-00 seconds East along the line of land of the said Michael and Patricia Bolduc a distance of 1,376.94 feet to the point of beginning.

Containing 19.7204 acres

Excepting and reserving from this deed as follows:

- (a) Lorraine Sawyer to Paul Dublois, Book 3574, Page 214
 - (b) Lorraine Sawyer to Scott Sawyer, Book 5554, Page 128
 - (c) Lorraine Sawyer to Yuri Ivanov, Book 5753, Page 99
 - (d) Lorraine Sawyer to Carol Glynn, Book 5753, Page 101
- Carol Glynn is a daughter of Lorraine Sawyer

FAX COVER SHEET

Ralph and Lorraine Sawyer Telephone: (207) 777-1725 Fax: (207) 777-6453

Date July 16, 04

Number of pages 3 (including cover page)

To: Name Art Dunlop From: Name Ralph

Telephone _____

Telephone 777-1725

Fax 998-2002

998-4651 Sue

282-0191

COMMENTS:

RECEIPT
Printed: 07-16-2004 @ 8:09:11

ANDROSCOGGIN COUNTY
TINA M. CHOUINARD
REGISTER OF DEEDS

Trans#: 39148
RALPH SAWYER

Oper: JANE

=====
Book: 5993 Page: 64 / Inst#: 18525
Ctl#: 3 Rec: 7-16-2004 @ 8:09:09a

DOC	DESCRIPTION	TRANS AMT
DEEDS		
	Recording fee	10.00
	Surcharge	3.00
	Total fees:	13.00
***	Total charges:	13.00
CASH PMT CASH		20.00
Overpayment amount:		7.00
REF CASH REFUND		7.00

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date January 27 2016

Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Iris George ("Buyer") and Carol Sawyer F/K/A Carol Glynn ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of; If "part of" see para. 22 for explanation) the property situated in municipality of Poland, County of Androscoggin, State of Maine, located at LOT 10F Tripp Lake Rd and described in deed(s) recorded at said County's Registry of Deeds Book(s) 5753 - , Page(s) 101 - .

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 23,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ 500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ NA will be delivered NA. If Buyer fails to deliver the initial or deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Maine Source Realty, Inc. ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 29, 2016 (date) 6:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 29, 2016 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) NA. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Revised September 2015 Page 1 of 4 - P&S-LO Buyer(s) Initials _____ Seller(s) Initials DS
CS

Maine Source Realty, 314 Center Street Auburn, ME 04210
Phone: (207)333-6001

Fax: (207)333-6003

Jon Mercier

Iris George

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <u>To make lot lines for building</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>25</u> days	<u>Buyer</u>	<u>Buyer</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: <u>To make sure lot is buildable</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>25</u> days	<u>Buyer</u>	<u>Buyer</u>
4. LOCAL PERMITS Purpose: <u>To make sure lot is buildable</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>25</u> days	<u>Buyer</u>	<u>Buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: <u>To make sure the entire package is approved by USDA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>25</u> days	<u>Buyer</u>	<u>Buyer</u>
17. OTHER Purpose: <u>USDA Lot inspection</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>15</u> days	<u>Buyer</u>	<u>Buyer</u>

Further specifications regarding any of the above: **This contract is subject to an appraisal on the entire home and land package.**

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: This Agreement ☒ is ☐ is not subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a USDA Direct loan of 100.000 % of the purchase price, at an interest rate not to exceed 3.500 % and amortized over a period of 33 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ NA toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Jon R. Mercier (013329) of Maine Source Realty, Inc. (1879)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker
NA (NA) of NA (NA)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: **NA**

23. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: ☐ Yes Explain: _____ ☒ No

Buyer's Mailing address is 8 Pine St. Apt. 2, Mechanic Falls, ME 04256

BUYER _____ DATE _____ BUYER _____ DATE _____
Iris George

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____
Carol Sawyer 1/27/2016

SELLER Carol Sawyer F/K/A Carol Glynn DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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Page 4 of 4 - P&S-LO

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AFFORDABLE HOMES, INC.
753 EMPIRE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1065

Confirmation Services	Package ID: 9171999991703346961065	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
	_____	MAY 31 2016 2:11P

ANDERSON, KELLY C. IVANOV, GINGER E. (JT)
197 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1072

Confirmation Services	Package ID: 9171999991703346961072	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
	_____	MAY 31 2016 2:11P

BARRY, SUSAN ADKINS GELINAS, LYNN B. (JT)
5 GARLAND SWAMP RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1089

Confirmation Services	Package ID: 9171999991703346961089	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
	_____	MAY 31 2016 2:11P

BEARDSLEY, JOSEPH L & MARIAN JOY
265 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1096

Confirmation Services	Package ID: 9171999991703346961096	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
	_____	MAY 31 2016 2:11P

BREGOLI, RONALD J.
24 CRESCENT AVE.
BRAINTREE, MA 02184

91 7199 9991 7033 4696 1102

Confirmation Services	Package ID: 9171999991703346961102	ERETURNREC
	Destination ZIP Code: 02184	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

CAREY, CRAIG M. CAREY, LYNDIA M. (JT)
P. O. BOX 1
WEST POLAND, ME 04291

91 7199 9991 7033 4696 1119

Confirmation Services	Package ID: 9171999991703346961119	ERETURNREC
	Destination ZIP Code: 04291	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

CARROLL, KATHERINE D. (TRUSTEE)
P. O. BOX 202
POLAND, ME 04274

91 7199 9991 7033 4696 1126

Confirmation Services	Package ID: 9171999991703346961126	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

CLARKE, LINDA J. CLARKE, CLAYTON A. (JT)
244 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1133

Confirmation Services	Package ID: 9171999991703346961133	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

DOUGLAS, JACQUELINE G.
176 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1140

Confirmation Services	Package ID: 9171999991703346961140	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:11P

DOUGLASS, RAYMOND T.
178 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1157

Confirmation Services	Package ID: 9171999991703346961157	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:11P

EMERSON, KENNETH W. EMERSON, JULIE A. (JT)
241 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1164

Confirmation Services	Package ID: 9171999991703346961164	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:11P

FEENEY, WILLIAM P. FEENEY, MICHAEL
G. & CHRISTOPHER
28 HUNTOON ST.
DORCHESTER, MA 02124

91 7199 9991 7033 4696 1171

Confirmation Services	Package ID: 9171999991703346961171	ERETURNREC
	Destination ZIP Code: 02124	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:11P

FROST, STEWART FROST, DENEANE L. (JT)
70 PINE ST.
FRYEBOURG, ME 04037

91 7199 9991 7033 4696 1188

Confirmation Services	Package ID: 9171999991703346961188	ERETURNREC
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	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

GLYNN, CAROL
P. O. BOX 3486
AUBURN, ME 04212

91 7199 9991 7033 4696 1195

Confirmation Services	Package ID: 9171999991703346961195	ERETURNREC
	Destination ZIP Code: 04212	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

GRUSKIN, GLENN
35 GARLAND SWAMP RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1201

Confirmation Services	Package ID: 9171999991703346961201	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

GRUSKIN, KAREN
8 CYPRESS ST.
MARBLEHEAD, MA 01945

91 7199 9991 7033 4696 1218

Confirmation Services	Package ID: 9171999991703346961218	ERETURNREC
	Destination ZIP Code: 01945	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

HEFFEREN, DELIGHT
88 MCCANN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1225

Confirmation Services	Package ID: 9171999991703346961225	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

LABBE, LORI A.
244 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1232

Confirmation Services	Package ID: 9171999991703346961232	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

LAPRE, DEBRA A.
2801 ASHFORD CT.
MIDDLETOWN, NJ 07748

91 7199 9991 7033 4696 1249

Confirmation Services	Package ID: 9171999991703346961249	ERETURNREC
	Destination ZIP Code: 07748	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

LAROSA, DOMINIC LAROSA, ELIZABETH (JT)
16 MEDITATION LANE
ATKINSON, NH 03811

91 7199 9991 7033 4696 1256

Confirmation Services	Package ID: 9171999991703346961256	ERETURNREC
	Destination ZIP Code: 03811	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

LEARNED, THOMAS H. LEARNED, CORIE (JT)
165 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1263

Confirmation Services	Package ID: 9171999991703346961263	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

LIBBY, CLARA HOWARD, MARY A.
8 AUTUMN CIRCLE
PLAISTOW, NH 03865

91 7199 9991 7033 4696 1270

Confirmation Services	Package ID: 9171999991703346961270	ERETURNREC
	Destination ZIP Code: 03865	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

LUMBARD, JACQUELINE C. (TRUSTEE)
20 ALLEN AVE.
ALBANY, ME 04210

91 7199 9991 7033 4696 1287

Confirmation Services	Package ID: 9171999991703346961287	ERETURNREC
	Destination ZIP Code: 04210	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

MALINOWSKI, ASHLEY
182 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1294

Confirmation Services	Package ID: 9171999991703346961294	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

MOAT, JOSHUA ERIC
17 GARLAND SWAMP RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1300

Confirmation Services	Package ID: 9171999991703346961300	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

NISKANEN, AUDREY B. NISKANEN, CHARLES R., SR. (JT)
78 WEBSTER ST.
AUBURN, ME 04210

91 7199 9991 7033 4696 1317

Confirmation Services	Package ID: 9171999991703346961317	ERETURNREC
	Destination ZIP Code: 04210	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

POLOMBO, VICKIE L.
684 TERRACE HGTS.
WYCKOFF, NJ 07481

91 7199 9991 7033 4696 1324

Confirmation Services	Package ID: 9171999991703346961324	ERETURNREC
	Destination ZIP Code: 07481	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

PURDY, JAMES G. JR. PURDY, CONNIE
224 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1331

Confirmation Services	Package ID: 9171999991703346961331	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

RICKER, JEFFREY
247 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1348

Confirmation Services	Package ID: 9171999991703346961348	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

SAWYER, JOLINE R. SAWYER, SCOTT K. (JT)
189 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1355

Confirmation Services	Package ID: 9171999991703346961355	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

SAWYER, LORRAINE
PO BOX 3486
AUBURN, ME 04210

91 7199 9991 7033 4696 1362

Confirmation Services	Package ID: 9171999991703346961362	ERETURNREC
	Destination ZIP Code: 04210	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

SCALES, ALAN E. SCALES, JENNIFER H. (JT)
29 LAKEWOOD LANE
POLAND, ME 04274

91 7199 9991 7033 4696 1379

Confirmation Services	Package ID: 9171999991703346961379	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:11P

SHAPIRO, BARBARA F. % MICHAEL SHAPIRO
410 MAIN ST.
LEWISTON, ME 04240

91 7199 9991 7033 4696 1386

Confirmation Services	Package ID: 9171999991703346961386	ERETURNREC
	Destination ZIP Code: 04240	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:12P

TUPPER, JASON L.
P. O. BOX 120
POLAND, ME 04274

91 7199 9991 7033 4696 1393

Confirmation Services	Package ID: 9171999991703346961393	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:12P

TURGEON, MARC TURGEON, SARAH (JT)
175 TRIPP LAKE RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1409

Confirmation Services	Package ID: 9171999991703346961409	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:12P

WINSLOW, MICHAEL T. WINSLOW, SHARON L.
475 WHITE OAK HILL RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1416

Confirmation Services	Package ID: 9171999991703346961416	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:12P

WALKER, CLAIRE
87 STROUT RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1423

Confirmation Services	Package ID: 9171999991703346961423	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	PBP Account #: 48550602
	Recipient: _____	Serial #: 0873661
	Address: _____	MAY 31 2016 2:12P



Board of Appeals

1231 Maine Street,
Poland, Maine 04274

May 31, 2016

Carol Glynn Sawyer
P.O. Box 3486
Auburn, Maine 04212

VIA: Certified USPS Mail and First Class Mail

Certified Receipt No: 91 7199 9991 7033 4696 1058

Dear Ms. Glynn Sawyer,

Re: Administrative Appeal – Map 0014, Lots 0010A & 0010F

This letter is to confirm that on May 23, 2016 the Town of Poland received your request for an Administrative Appeal. In accordance with our Comprehensive Land Use Code section 304.3, we are required to hold a Public Hearing within thirty (30) days of receipt of your appeal. Your scheduled hearing date is **Monday, June 13, 2016 at 7:00 PM** in the Town Office Conference Room. Please remit your \$150 hearing fee prior to the meeting.

If you have any questions please contact me at 998-4604.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Sirois", is written over a horizontal line.

Alex Sirois,
Recording Secretary



Board of Appeals
1231 Maine Street,
Poland, Maine 04274

BOARD OF APPEALS

TO: APPEALS BOARD MEMBERS, CODE ENFORCEMENT OFFICER, PLANNING BOARD,
APPLICANT, AND ABUTTERS TO MAP 14, LOTS 10A & 10F

FROM: MARK HYLAND, APPEALS BOARD CHAIRMAN

RE: ADMINISTRATIVE APPEAL – MAP 0014, LOTS 0010A & 0010F



DATE: MAY 31, 2016

THE APPEALS BOARD WILL HOLD A PUBLIC HEARING FOR:

AN ADMINISTRATIVE APPEAL BY CAROL GLYNN SAWYER, FOR MAP 14, LOTS 10A AND 10F. THE HEARING WILL BE CONDUCTED ON **MONDAY, JUNE 13, 2016 AT 7:00 PM** IN THE POLAND TOWN OFFICE CONFERENCE ROOM. ALL ABUTTERS WHO RECEIVE THIS NOTICE ARE INVITED TO ATTEND.

RESPECTFULLY YOURS,

MARK HYLAND, CHAIRMAN
POLAND BOARD OF APPEALS

From:  Circ Class <class@sunjournal.com>
Subject: Re: Legal Ad
To:  **Alex Sirois**

Wednesday, June 01, 2016 11:15:11 AM

Attachments:  1312739-1 (1).pdf / Uploaded File (26K)

attached is the proof of ad -cost = \$22.61

Thanks

Venise

On Tue, May 31, 2016 at 3:21 PM, Alex Sirois <asirois@polandtownoffice.org> wrote:

Good Afternoon,

We would need the following run on June 6, 2016.

Notice of Public Hearing
Poland Zoning Board of Appeals
Monday June 13, 2016 - 7:00 PM
Administrative Appeals for Map 14 Lots 10A & 10F and Map 33 Lot 1

--
Alex Sirois
Administrative Assistant
Planning & Development
Town of Poland

Notice of Public Hearing
Poland Zoning Board of Appeals
Monday June 13, 2016 - 7:00 PM
Administrative Appeals for Map 14 Lots 10A
& 10F and Map 33 Lot 1

ZONING BOARD OF APPEALS HEARING		
Name: Paul Gazzara		M-L: 0033-0001
Relevant Ordinance: 304.2.B1		
Application Received: 5-25-2016	Hearing Held By (30 days): 6-23-2016	Date: 6-13-16
Notify Planning Board by: 6-4-2016	Notify Appellant & Abutters by: 6-4-2016	Sent: 5-31-16
Publish Public Hearing in Newspaper by: 6-9-2016		Ran: 6-6-2016
Inform Appellant, CEO, Planning Board, and Municipal Officers of decision by: 7-3-2016		

Notes:

SECTION 304.3

1. Appeal Application is received and a meeting date is set. (30 DAYS)
2. Notify Code Enforcement Officer and Planning Board. (10 days prior to public hearing)
3. Notify appellant and all abutters within 500 feet of the location in question by certified mail. (10 days prior to public hearing)
4. Publish date, time, and place of public hearing in a newspaper of general circulation. (5 days prior to public hearing)
5. Inform the appellant, Code Enforcement Officer, Planning Board, and Municipal Officers of the decision made and reasoning in writing. (Within 20 days after public hearing)
6. Any reconsideration by a board member can be made within 45 days of the public hearing.
7. Appellant must make any appeal of the board's decision to Superior Court within 45 days of decision date.

Town of Poland

Board of appeals

To whom it may concern,

I recently applied for a building permit to replace an existing deck. The permit was denied and a notice of violation was sent to me that included the deck and screen house also located on the property.

On July 16, 2001 I purchased 8 Partridge Lane Poland, Maine, also known as Map 33 Lot 1.

Hereinafter to be referred to as "the property".

According to records held by the town of Poland the original house was rebuilt in 1995.

When I purchased the property it was sold to me with a deck and a screen house. (See Exhibit 1 a boundary survey prepared on June 29, 2001).

I recently visited the Assessor's office where I found that the town has been assessing and collecting taxes on the deck as well as the screen house since 1995 and 1998 respectively (See Exhibits 2 and 3 a valuation report and a property assessment card showing a photograph of the property with the deck and screen house.

In 2004 the CEO at the time, Mr. Dunlap visited the property. I had built a canopy for my boat that was built without a permit. I thought that the canopy was moveable and therefore did not need a permit. The result was that the canopy had to be moved and attached to the garage or torn down. Mr. Dunlap stated that my property was approved for 2 structures, the garage and the screen house and therefore could not have a third. After consulting with the appeals board I moved the canopy and attached it to the garage.

The deck is constructed in a cantilevered design. The floor joists on the main floor extend through the wall to the outside and become the joists for the deck. Meaning that each floor joist and deck joist are one in the same. This design makes it virtually impossible to have built this deck after the house was built (See Exhibits 4 and 5). The deck is not built on or in the ground and is only supported at one point at the side of the house where my second means of egress is. By removing the deck I will need a second means of egress and still require a support to the ground.

On a recent visit to the property the current CEO Mr. Adams and I had a conversation about the deck. I suggested trading the square footage of the screen house for the deck. Mr. Adams stated that the screen house was an approved structure and why would I want to do that. I explained that the screen house gets little use. He then suggested I speak to the appeals board about the matter.

Paul Gazzara

603-305-8707

pngazzara@yahoo.com

Town of Poland, Maine
Board of Appeals
1231 Maine Street
Poland, Maine 04274

Application for Administrative Appeal

Appellant(s): <u>PAUL N. GAZZARA</u>		
Mail Address: <u>P.O. Box 7836</u>	Work Phone: <u>603-305-8707</u>	
Town/State/Zip: <u>Nashua, NH. 03060</u>	Home Phone: _____	
Road Location: <u>8 BETRIDGE lane</u>		
Map # <u>33</u>	Lot # <u>1</u>	Sub-lot # _____

An Administrative Appeal is being sought for the relief from the decision, or lack of a decision, of the Code Enforcement Officer or the Planning Board in regard to an application for a permit or use approval. The undersigned believes that: (check one)

- ☒ An error was made in the denial of a permit or use.
- ☒ The denial was based on a misinterpretation of the ordinance.
- ☐ There has been a failure to approve or deny a permit or use within a reasonable period of time.
- ☐ (Other – please specify) _____

1. Attach a copy of any relevant papers (applications, site drawings, decisions, etc.) concerning the decision by the Code Enforcement Officer or Planning Board.
2. Attach copy of deed, sales agreement, or contract that gives you title, right, or interest in this appeal.
3. Indicate what section(s) of the ordinance that you believe is/are relevant to your appeal: See Paragraph 1 Page 2 of letter Dated 5-11-16
4. Attach a statement describing the facts concerning your filing an appeal.

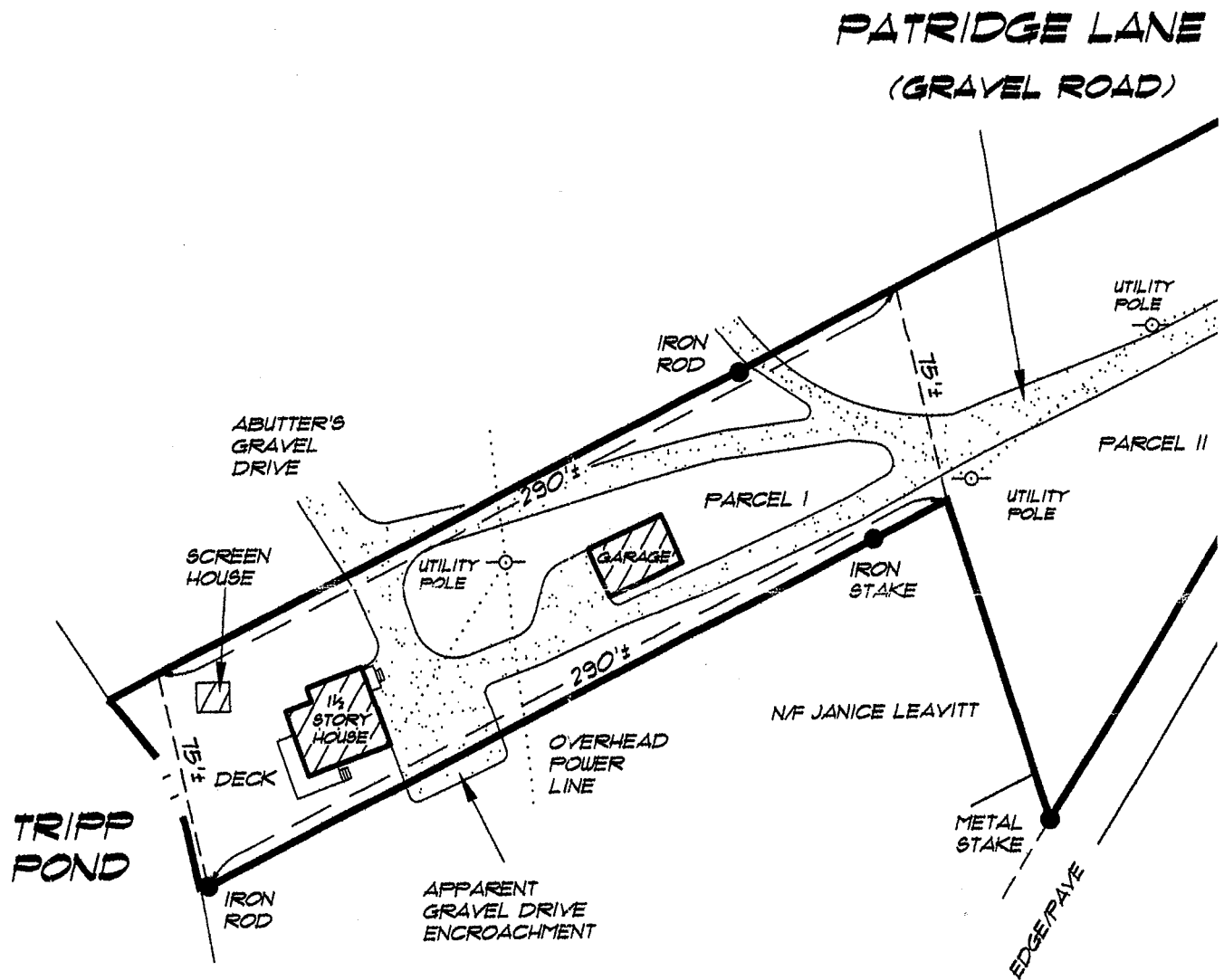
I hereby acknowledge that I have read this application and pertinent sections of the ordinances, and state that the information in this document is to the best of my knowledge true and accurate.

Paul Gazzara
Appellant's Signature

Co-Appellant's Signature

5/24/2016
Date

Exhibit 1



NOTE: THIS PROPERTY IS SUBJECT TO ALL RIGHTS AND EASEMENTS OF RECORD.

"THIS IS NOT A BOUNDARY SURVEY"

I HEREBY CERTIFY TO THE LENDING INSTITUTION AND/OR TITLE INSURANCE COMPANY DESIGNATED BELOW EXCLUSIVELY THAT THIS PLAN, AS NOTED, DEPICTS THE RESULTS OF A CURRENT EXAMINATION OF THE PREMISES DESCRIBED IN BOOK 3348 PAGE 26 AND RECORDED AT THE APPLICABLE COUNTY REGISTRY OF DEEDS AND THAT ALL VISIBLE EASEMENTS, ENCROACHMENTS AND BUILDINGS, IF ANY, ARE LOCATED ON THE GROUND AS SHOWN HEREON SUBJECT TO THE QUALIFICATIONS SET FORTH IN THE "NOTES" BELOW.

NOTES:

1) THIS PLAN HAS BEEN PREPARED FROM AN INSPECTION OF THE SITE ON JUNE-28-2001 FOR THE SOLE BENEFIT OF THE LENDING INSTITUTION AND/OR TITLE INSURANCE COMPANY DESIGNATED BELOW EXCLUSIVELY, AND THE RESPONSIBILITY THEREFORE, DOES NOT AND SHALL NOT EXTEND TO ANY OTHER PERSON OR PERSONS. STATEMENTS MADE HEREON ARE NOT STATEMENTS OF WARRANTY, BUT ARE STATEMENTS OF OPINION MADE TO THE BEST OF THIS SURVEYORS KNOWLEDGE, INFORMATION, & BELIEF. SURVEYWORKS, INC. IS NOT LIABLE FOR ANY OTHER USE BY ANY OTHER PERSON OR ENTITY.

2) THIS PLAN IS AN APPROXIMATE REPRESENTATION OF THE PREMISES (OR PORTION OF THE PREMISES NOTED ABOVE) AND IS FOR THE PURPOSE OF SHOWING, IN MAP FORM, THE SUBJECT REAL PROPERTY AND THE OBVIOUS IMPROVEMENTS THAT LIE WITHIN THE APPARENT BOUNDARY LINES OF SAID REAL PROPERTY, IN ORDER THAT THE MORTGAGEE AND/OR TITLE INSURER MAY USE SAID PLAN FOR DETERMINING THE INSURABILITY OF SAID PROPERTY AND THE IMPROVEMENTS THEREON. NO REPRESENTATION IS MADE, OR TO BE INFERRED, THAT THE APPARENT BOUNDARY LINES SHOWN HEREIN ARE THE TRUE PROPERTY LINES. THIS PLAN SHALL NOT BE USED AS A BASIS FOR A LEGAL DESCRIPTION. DO NOT USE PLAN OFFSETS FOR ESTABLISHING LOT LINES OR FOR THE ERECTION OF ANY IMPROVEMENTS, FENCES, WALLS, HEDGES, ETC.

3) THE BUILDINGS DEPICTED DID CONFORM WITH MUNICIPAL SETBACK REQUIREMENTS OF LOCAL ZONING AT TIME OF CONSTRUCTION.

4) THE EXISTING DWELLING IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, HOWEVER, A PORTION OF THE PREMISES DOES WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED IN F.E.M.A. FLOOD INSURANCE RATE MAP.

MORTGAGE LOAN INSPECTION

PREPARED FOR : HANSCOM FEDERAL CREDIT UNION

BUYER : PAUL N. GAZZARA, JR.

SELLER : SUSAN & JOSEPH BURM

LOCATION : 8 PATRIDGE LANE POLAND, MAINE

TAX MAP REFERENCE : MAP 33 LOT 1

SCALE : 1" = 60'

REQUESTED BY :
JUSTIN A. REMIS
FILE # HFCU-4832

DRAFTED BY :GSL

DATE : 6/29/01

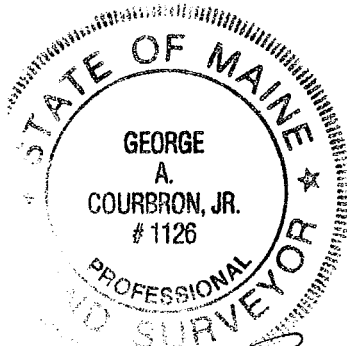
JOB NO. 01-5456



SurveyWorks, Inc.

Land Use Consultants

528 RIVER ROAD GREENE, MAINE 04236
TEL (207) 946-4480 FAX (207) 946-4483



George A. Courbron, Jr.

MAINE SHORT-FORM WARRANTY DEED

Joseph W. Burm and Susan D. Burm of Norwell, Plymouth County, Commonwealth of Massachusetts, for consideration paid, grant to Paul Gazzara of Nashua, County of Hillsborough and State of New Hampshire, with Warranty Covenants, the land in Poland, Androscoggin County, State of Maine, bounded and described as follows:

BEGINNING at the Southerly corner of land formerly owned by Edwin A. Robertson; thence South sixty-one degrees forty-five minutes West (S 61 degrees 45' W) on line of said Robertson's land, two hundred ninety (290') feet, more or less, to the shore of Tripp Pond; thence South fifteen degrees East (S 15 degrees E) on the shore of said pond, seventy-five (75') feet; thence North sixty-one degrees forty-five minutes East (N 61 degrees 45' E) parallel with said Robertson's line, two hundred ninety (290') feet; thence North fifteen degrees West (N 15 degrees W) seventy-five (75') feet to the point of beginning.

ALSO another certain lot or parcel of land situated in said Poland, bounded and described as follows:

BEGINNING at a post set in the ground at the Northwesterly corner of land now or formerly of Jennie G. Dwinal and Ralph C. Prince, conveyed to them by James A. Williams on May 19, 1925; thence Northwesterly on a straight line to a stake set in the Westerly side line of the road leading from the five (5) corners, so-called, to West Poland; thence following said side line in a Southerly direction to a stake set in the ground directly opposite, in a straight line with the Northerly boundary line of land formerly of Delma W. Strout; thence in a straight line to the point of beginning.

EXCEPTING and reserving therefrom the rights acquired by the State of Maine to that part of the premises conveyed by warranty deed of Sena B. Miller dated November 26, 1937 and recorded in the Androscoggin County Registry of Deeds, Book 484, Page 123.

ALSO conveying a right of way and other rights conveyed to Walter Midgley and Annie E. Midgley by warranty deed of Fayette D. Couden dated September 3, 1970 and recorded in said Registry of Deeds, Book 1023, Page 315.

THIS conveyance is given subject to a right of way given by Walter Midgley and Annie E. Midgley by warranty deed of Fayette D. Couden and Ruby D. Couden dated September 3, 1970 and recorded in said Registry of Deeds, Book 1023, page 120.

Excepting and reserving therefrom from the above that parcel of land conveyed to Janice Leavitt by deed of William T. Austin and June E. Austin dated August 29, 1985 and recorded in the Androscoggin County Registry of Deeds in Book 1878, Page 277.

Also conveying herein another certain lot or parcel of land situated in said Poland, bounded and described as follows:

MAINE REAL ESTATE
TRANSFER TAX PAID

A certain lot or parcel of land situated near the easterly shore of Tripp Lake in the Town of Poland, County of Androscoggin, State of Maine, and being a portion of land of Janice Leavitt as described in Book 765, Page 308:

Beginning at an iron pipe found set in the ground at the Southeasterly corner of land of William Austin as described in Book 1600, Page 200; thence S 65-38 W by land of said Austin a distance of One Hundred Eighty-Six and Fifty-Eight Hundredths (186.58) feet to a point; thence N 74-58-58 E a distance of Seventy-Five and Twenty-Eight Hundredths (75.28) feet to a 5/8th inch iron rod set in the ground; thence N 59-25-05 E a distance of One Hundred Twelve and Ninety-Seven Hundredths (112.97) feet to the point of beginning.

Said parcel contains 0.026 acres, and the bearings are magnetic as observed in 1984.

BEING the same premises conveyed to William T. Austin and June E. Austin by deed of Janice Leavitt dated August 29, 1985 and recorded in the Androscoggin County Registry of Deeds, Book 2929, Page 164.

Excepting from the within conveyance is the premises described in Exhibit A attached hereto and incorporated herein.

Being a portion of the same premises of the premises conveyed to Joseph W. and Susan D. Burm by Warranty Deed of William T. Austin and June E. Austin dated October 13, 1994 and recorded in the Androscoggin County Registry of Deeds in Book 3346, Page 26.

IN WITNESS WHEREOF the grantors have set their hands and seals this ____ day of July, 2001

Witness

Witness

Joseph W. Burm

Susan D. Burm

COMMONWEALTH OF MASSACHUSETTS
ESSEX COUNTY, ss.

Then personally appeared the above named Joseph W. Burm and Susan D. Burm and acknowledged that the foregoing instrument was their free act and deed.



Before me,

Notary Public/Attorney-at-Law

Printed Name: JUSTIN A. REMIS

My Commission Expires: May 3, 2002

ANDROSCOGGIN COUNTY

Jeanine D. Bergeron

REGISTER OF DEEDS

Poland
Name: GAZZARA, PAUL

Valuation Report

05/16/2016

Page 1

0033-0001

Map/Lot:

Location:

8 PARTRIDGE LANE

Account: 2452 Card: 1 of 1

Neighborhood 74 Tripp 1

Zoning/Use Shoreland & Residential
Topography Rolling/Rough
Utilities Drilled Well/& Septic System
Street Paved

Sale Data
Sale Date 7/1/2001
Sale Price 215,900
Sale Type
Financing
Verified
Validity

Reference 1 B4717P303

Reference 2

X Coordinate 0 Y Coordinate 0

Exemption(s) Land Schedule 74

Land Description

Units	Method - Description	Price/Unit	Total	Fctr	Influence	Value
0.45	Acres-Baselot (Fract)	150,000	145,333	100%	-----	145,333
0.36	Acres-Rear Land 1	2,500.00	900	100%	-----	900
1.00	# -Site Improvement 2	18,000.00	18,000	100%	-----	18,000
Total Acres	.81				Land Total	164,233

Dwelling Description

Replacement Cost New

Conventional	One & 1/2 Story	805 Sqft	Grade 3124	Base	112,352
Exterior	Vinyl/Aluminum	Masonry Trim	None	Trim	0
Dwelling Units	1 OTHER Units-0	Roof Cover	Sheet Metal	Roof	0
					0
					0
Foundation	Concrete Block	Basement	Dry Full Bmt	Basement	0
Fin. Basement Area	200 Sqft, Grade	Basement Gar	None	Fin Bsmt	3,720
Heating	100% Hot Water BB	Cooling	0% None	Heat	0
Rooms	0				
Bedrooms	0	Add Fixtures	0		
Baths	1	Half Baths	1	Plumbing	1,860
Attic	None			Attic	0
FirePlaces	0			Fireplace	0
Insulation	Full			Insulation	0
Unfin. Living Area	NONE			Unfinished	0

Dwelling Condition

Layout

Built	Renovated	Kitchens	Baths	Condition	Layout	Total			
1995	1995	Typical	Typical	Above Average	Typical	117,932			
Functional Obsolescence	Economic Obsolescence			Phys. %	Func. %	Value(Rcnld)			
None	None			85%	100%	100,242			
					100%	Value			
					Percent Good	Rcnld			
Description	Year	Units	Grade	RCN	Cond	Phy	Func	Econ	
Wood Deck	1995	147	3124	1823	Avg+	85%	100%	100%	1,550
Garage	1998	504	3100	10080	Avg+	85%	100%	100%	8,568
Open Porch	1998	120	3124	3125	Avg+	85%	100%	100%	2,656
Canopy	2005								800
									----- SOUND VALUE -----
									Outbuilding Total
									13,574

Calc. Land

164,230 Calc. Bldg

113,820 Total

278,050

Exhibit 2

Poland

Account 2452

Location 8 PARTRIDGE LANE

Card 1 Of 1 5/16/2016

Building Style		1 Conventional	SF Bsmt Living		200	Layout		1 Typical
Fin Bsmt Grade		9 Condo	Fin Bsmt Grade		9 100	1 Typical		4.
2 Ranch		6 Split	100%		1 Hot Water BB	2 Inadeq		5.
3 Old Styl		7 Contemp	Heat Type		5 FWA	3 Horrid		6.
4 Cape		8 Cottage	1 HWWB		9 No Heat	Attic		9 None
Dwelling Units		12.	2 HWC1		10.	1 1/4 Fin		4 Full Fin
Other Units		0	3 H Pump		11.	2 1/2 Fin		5 Full Stair
Stories		4 One & 1/2 Story	4 Steam		12.	3 3/4 Fin		6.
1.1		4.1.5	Cool Type		9 None	Insulation		1 Full
2.2		5.1.75	1 Refrig		7.	1 Full		4 Minimal
3.3		6.2.5	2 Evapor		8.	2 Heavy		5.
Exterior Walls		2 Vinyl/Aluminum	3 H Pump		9 None	3 Capped		6.
1 Wood		5 Shingle	Kitchen Style		2 Typical	Unfinished %		0%
2 Vm/Al		6 Brick	1 Modern		4 Obsolete	Grade & Factor		3 Grade 3 124%
3 Compos.		7 Stone	2 Typical		5.	1.1		4.4
4 Asbestos		8 Concrete	3 Old Type		6.	2.2		5.5
Roof Surface		3 Sheet Metal	Bath(s) Style		2 Typical Bath(s)	3.3		6.6
1 Asphalt		4 Compos	1 Modern		7.	SQFT (Footprint)		805
2 Slate		5 Wood	2 Typical		8.	Condition		5 Above Average
3 Metal		6 Other	3 Old Type		9 None	1 Poor		4 Avg
SF Masonry Trim		0	# Rooms		0	2 Fair		5 Avg+
# Bedrooms		0	# Full Baths		1	3 Avg-		6 Good
# Half Baths		1	# Addn Fixtures		0	Phys. % Good		85%
Year Built		1995	# Fireplaces		0	Funct. % Good		100%
Year Remodeled		1995	2 Concrete Block		7.	Functional Code		9 None
1 Concrete		4 Wood	2 C Block		5 Slab	1 Incomp		4 Delap
2 C Block		5 Slab	3 Br/Stone		6 Piers	2 O-Built		5 Bsmt
3 Br/Stone		6 Piers	Basement		4 Full Basement	3 Style		6 Size
1 1/4 Bmt		4 Full Bmt	1 1/4 Bmt		7.	Econ. % Good		100%
2 1/2 Bmt		5 Crawl Sp	2 1/2 Bmt		8.	Economic Code		None
3 3/4 Bmt		6.	3 3/4 Bmt		9 None	1 Location		4 Generate
Bsmt Gar # Cars		0	Wet Basement		1 Dry Basement	2 Encroach		5 Frac Shr
1 Dry		4 Wet	1 Dry		7.	Entrance Code		1 Measure
2 Damp		5.	2 Damp		8.	1 M		4 CB
3 Wet		6.	3 Wet		9.	2 L		5 Ref
Information Code		1 Roland Dumont	3 M&L		6 V	1 RMD		4 DB
1 RMD		4 DB	2 DRB		5 PB	2 DRB		8 Town
2 DRB		8 Town	3 CC		9.	2 CC		6 MOD
3 CC		6 MOD	1.1 Story		2.2 Story	3.3 Story		4.1 5 Story
5.1 75 Story		6.2 5 Story	21 Open Porch		22 EP or 1 St Unf	23 Garage		24 Shed
25 Greenhouse Pla		26 Overhang 1 St	27 Basement Unfin		28 Attic Unfin	29 Attic Finished		



Exhibit 4

Exhibit 5



DEWITT, COREY DEWITT, JOLEEN (JT)
40 TUTTLE LANE
WELLS, ME 04090

91 7199 9991 7033 4696 1447

Confirmation Services	Package ID: 9171999991703346961447	ERETURNREC
	Destination ZIP Code: 04090	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

DOUGLAS, JACQUELINE G.
176 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1454

Confirmation Services	Package ID: 9171999991703346961454	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

DOUGLASS, RAYMOND T.
178 BAKERSTOWN RD.
POLAND, ME 04274

91 7199 9991 7033 4696 1461

Confirmation Services	Package ID: 9171999991703346961461	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

EDMUNDS, SCOTT M. EDMUNDS, SARA C. (JT)
1 ELYSIAN WAY
SCARBOROUGH, ME 04074

91 7199 9991 7033 4696 1478

Confirmation Services	Package ID: 9171999991703346961478	ERETURNREC
	Destination ZIP Code: 04074	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

FROST, STEWART FROST, DENEANE L. (JT)
70 PINE ST.
FRYEBURG, ME 04037

91 7199 9991 7033 4696 1485

Confirmation Services	Package ID: 9171999991703346961485	ERETURNREC
	Destination ZIP Code: 04037	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

HAMLIN, DONALD A. HAMLIN, MARY E. (JT)
675 POND RD.
MANCHESTER, ME 04351

91 7199 9991 7033 4696 1492

Confirmation Services	Package ID: 9171999991703346961492	ERETURNREC
	Destination ZIP Code: 04351	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

HUNTER, EDITH HUNTER, REBECCA (JT)
P. O. BOX 310
POLAND, ME 04274

91 7199 9991 7033 4696 1508

Confirmation Services	Package ID: 9171999991703346961508	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

LEAVITT, ARNOLD L. TRUSTEE LEAVITT,
ARNOLD L. TRUSTEES
27 WESTWOOD RD.
AUGUSTA, ME 04330

91 7199 9991 7030 8654 2449

Confirmation Services	Package ID: 9171999991703086542449	ERETURNREC
	Destination ZIP Code: 04330	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

LIBBY, CLARA HOWARD, MARY A.
8 AUTUMN CIRCLE
PLAISTOW, NH 03865

91 7199 9991 7030 8654 2432

Confirmation Services	Package ID: 9171999991703086542432	ERETURNREC
	Destination ZIP Code: 03865	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:53P

LUMBARD, JACQUELINE C. (TRUSTEE)
20 ALLEN AVE.
AUBURN, ME 04210

91 7199 9991 7030 8654 2425

Confirmation Services	Package ID: 9171999991703086542425	ERETURNREC
	Destination ZIP Code: 04210	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:53P

MCHARG, DONALD M. MCHARG, BARBARA J.
15 TWIN POND RD
TOPSHAM, ME 04086

91 7199 9991 7030 8654 2418

Confirmation Services	Package ID: 9171999991703086542418	ERETURNREC
	Destination ZIP Code: 04086	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:53P

MEEHAN, SEAN STURGIS, KAREN (JT).
P. O. BOX 43
WESTBROOK, ME 04098

91 7199 9991 7030 8654 2401

Confirmation Services	Package ID: 9171999991703086542401	ERETURNREC
	Destination ZIP Code: 04098	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661 MAY 31 2016 2:53P

NISKANEN, CHARLES R. SR. & AUDREY
B. NISKANEN, CHARLES, JR. & MARK E. (JT)
78 WEBSTER ST.
AUBURN, ME 04210

91 7199 9991 7030 8654 2395

Confirmation Services	Package ID: 9171999991703086542395	ERETURNREC
	Destination ZIP Code: 04210	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

PALMER, PATRICK PALMER, ANGELA (JT)
37 ARAPAHOE RD.
NEWTON, MA 02465

91 7199 9991 7030 8654 2388

Confirmation Services	Package ID: 9171999991703086542388	ERETURNREC
	Destination ZIP Code: 02465	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

ROTONDO, ELIZABETH LYNN, ET AL %
MARY E. JORDAN SHEPHERD
2721 N. 21ST. AVE.
PHOENIX, AZ 85009

91 7199 9991 7030 8654 2371

Confirmation Services	Package ID: 9171999991703086542371	ERETURNREC
	Destination ZIP Code: 85009	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

SAWYER, LORRAINE
P. O. BOX 3486
AUBURN, ME 04210

91 7199 9991 7030 8654 2364

Confirmation Services	Package ID: 9171999991703086542364	ERETURNREC
	Destination ZIP Code: 04212	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

STANLEY, GERTRUDE C.
P. O. BOX 150
POLAND, ME 04274

91 7199 9991 7030 8654 2357

Confirmation Services	Package ID: 9171999991703086542357	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P

THURSTON, RAY C.
4 KLONDIKE RD.
POLAND, ME 04274

91 7199 9991 7030 8654 2340

Confirmation Services	Package ID: 9171999991703086542340	ERETURNREC
	Destination ZIP Code: 04274	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P



Board of Appeals

1231 Maine Street,
Poland, Maine 04274

May 31, 2016

Paul Gazzara
P.O. Box 7836
Nashua, New Hampshire 03060

VIA: Certified USPS Mail and First Class Mail

Certified Receipt No: 91 7199 9991 7033 4696 1430

Dear Mr. Gazzara,

Re: Administrative Appeal – Map 0033, Lot 0001

This letter is to confirm that on May 24, 2016 the Town of Poland received your request for an Administrative Appeal. In accordance with our Comprehensive Land Use Code section 304.3, we are required to hold a Public Hearing within thirty (30) days of receipt of your appeal. Your scheduled hearing date is **Monday, June 13, 2016 at 7:00 PM** in the Town Office Conference Room. Please remit your \$150 hearing fee prior to the meeting.

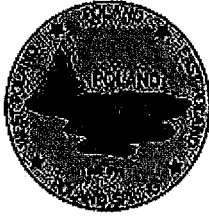
If you have any questions please contact me at 998-4604.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Sirois", is written over a horizontal line.

Alex Sirois,
Recording Secretary

Confirmation Services	Package ID: 9171999991703346961430	ERETURNREC
	Destination ZIP Code: 03060	1ST CLASS LETTER
	Customer Reference:	
	Recipient: _____	PBP Account #: 48550602
	Address: _____	Serial #: 0873661
		MAY 31 2016 2:53P



Board of Appeals
1231 Maine Street,
Poland, Maine 04274

BOARD OF APPEALS

TO: APPEALS BOARD MEMBERS, CODE ENFORCEMENT OFFICER, PLANNING BOARD,
APPLICANT, AND ABUTTERS TO MAP 33, LOT 1

FROM: MARK HYLAND, APPEALS BOARD CHAIRMAN

RE: ADMINISTRATIVE APPEAL – MAP 0033, LOT 0001

DATE: MAY 31, 2016

THE APPEALS BOARD WILL HOLD A PUBLIC HEARING FOR:

AN ADMINISTRATIVE APPEAL BY PAUL GAZZARA, FOR MAP 33, LOT 1. THE HEARING WILL BE CONDUCTED ON **MONDAY, JUNE 13, 2016 AT 7:00 PM** IN THE POLAND TOWN OFFICE CONFERENCE ROOM. ALL ABUTTERS WHO RECEIVE THIS NOTICE ARE INVITED TO ATTEND.

RESPECTFULLY YOURS,

MARK HYLAND, CHAIRMAN
POLAND BOARD OF APPEALS

From: [REDACTED] Circ Class <class@sunjournal.com>
Subject: Re: Legal Ad
To: [REDACTED] Alex Sirois

Wednesday, June 01, 2016 11:15:11 AM

Attachments: [REDACTED] 1312739-1 (1).pdf / Uploaded File (26K)

attached is the proof of ad -cost = \$22.61

Thanks

Venise

On Tue, May 31, 2016 at 3:21 PM, Alex Sirois <asirois@polandtownoffice.org> wrote:

Good Afternoon,

We would need the following run on June 6, 2016.

Notice of Public Hearing
Poland Zoning Board of Appeals
Monday June 13, 2016 - 7:00 PM
Administrative Appeals for Map 14 Lots 10A & 10F and Map 33 Lot 1

--
Alex Sirois
Administrative Assistant
Planning & Development
Town of Poland

Notice of Public Hearing
Poland Zoning Board of Appeals
Monday June 13, 2016 - 7:00 PM
Administrative Appeals for Map 14 Lots 10A
& 10F and Map 33 Lot 1