



Board of Appeals Application for Variance

Town of Lovell, Maine

A. General Information

1. Name of Applicant: *Rick and Shelley Pilsbury*

2. Mailing Address: *P.O. Box 191*

3. City or Town: *Center Lovell*

State: *Maine, 04016*

4. Telephone: *207 925 1244*

5. Name of Property Owner (if different from

Applicant): *Same as above*

6. Location of property for which variance is requested (street/road address):

70 Boulder Brook Circle, Lovell, Maine 04051

7. Zoning district in which property is located:

Shoreline Limited Residential District

8. Tax map and lot number of subject property: Map *U30* Lot *028*.

9. The applicant has the following legal interest in the subject property (deed, purchase and sale agreement, lease, option agreement or other – *circle appropriate one and attach copy*).

B. Reasons/Supporting Information for Variance

1. The applicant proposes the following building, structure, use or activity on the subject property:

Garage

2. The applicant seeks a variance(s) from the following dimensional standard(s):

50-foot setback from middle of a private road

which is/are found in section(s) *6.3 Dimensional Requirements (page 30)* of the Zoning Ordinance.

3. The lot is currently being used for the following:

Per the deed: Parcel 1 is used for Year-round dwelling, Parcel 2 in the parcel under discussion here.

4. The conditions and character of the neighborhood are:

Lot is part of Boulder Brook Club, a private lake community.

5. The applicant requests the following type of variance (check appropriate one):

- a. Undue Hardship Variance (30-A M.R.S.A. § 4353(4));
- b. Disability Variance for Access to/Egress from a Dwelling (30-A M.R.S.A. § 4353(4-A));
- c. Disability Variance for Storage/Parking of Noncommercial Vehicle (30-A M.R.S.A. § 4353 (4-A)(A), available only if the municipality has adopted an ordinance to authorize this variance);
- d. Setback Variance for Single-Family Dwellings (30-A M.R.S.A. § 4353(4-B), **available only if the municipality has adopted an ordinance to authorize this variance**); or
- e. Practical Difficulty Dimensional Variance (30-A M.R.S.A. § 4353(4-C), **available only if the municipality has adopted an ordinance to authorize this variance**).

C. The applicant shall complete the appropriate section below for the particular type of variance sought:

1. Undue hardship dimensional variance. The Board of Appeals may grant a variance only when strict application of the ordinance to the

petitioner and the petitioner's property would cause undue hardship, which means that the application meets each of the criteria listed below.

Please explain why you believe that the subject property meets each of the following criteria for this type of variance:

a. The land in question cannot yield a reasonable return unless a variance is granted:

The application of the Land Use Ordinance's 50-foot road setback to the proposed garage structure will result in the loss of beneficial use of the property because the slope hinders construction of the proposed garage 50 feet from the centerline of Pebble Drive.

b. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood:

From Pebble Drive, the property slopes in a northerly direction towards Kezar Lake. The land starts with a 24% slope at the edge of Pebble Drive and increases to 33% near Kezar Lake.

Apart from the property in question, steep slopes are not found on the three shorefront properties on Boulder Brook Circle. Our property's slope is unique, and steep slopes are not a common characteristic of other lots in the Boulder Brook Club.

c. The granting of a variance will not alter the essential character of the locality:

Building the garage close to the road will limit its visibility from the lake. Moreover, there are many nearby structures that are located within 20 feet, or closer, to the centerline of Boulder Brook Club Circle. Consequently, the grant of a variance from the Land Use Ordinance's Road setback will not alter the character of the locality.

It will also increase the setback distance between the garage and the shoreline and eliminate more tree removal. The essential character of the locality will not change.

d. The hardship is not the result of action taken by the applicant or a prior owner:

The Pilsbury family has owned the Property since long before the Land Use Ordinance's setbacks were established by the Town of Lovell. Moreover, the property's slope is a natural feature, part of the land, not touched by the Pilsburys.

2. Disability Variance. The Board of Appeals may grant a variance to an owner of a dwelling for the purpose of making that dwelling accessible to a person with a

disability who resides in or regularly uses the dwelling. The Board shall restrict any variance granted under this provision solely to the installation of equipment or the construction of structures necessary for access to or egress from the dwelling by the person with the disability. The Board may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives in/regularly uses the dwelling. For the purposes of this provision, a disability has the same meaning as a physical or mental handicap under the Maine Human Rights Act and the term “structures necessary for access to or egress from the dwelling” is defined to include railing, wall, or roof systems necessary for the safety or effectiveness of the structure.

Please answer the following questions to explain why you believe that the subject property meets each of the following criteria for this type of variance:

a. Does a person with a disability reside in the dwelling?

b. Does a person with a disability regularly use the dwelling?

c. Is the installation of equipment, or the construction of structures proposed under this application necessary for access to or egress from the dwelling by the person with the disability? (Explain)

d. Does the disability have a known duration?

If so, what is that duration?

3. Disability variance for residential garage for storage of a noncommercial vehicle owned by permanently disabled owner of dwelling. (Available only where the municipality has adopted an ordinance that permits the Board to grant this type of disability variance pursuant to 30-A M.R.S.A. § 4353(4-A)(B).) The Board may grant a variance to the owner of a dwelling who satisfies each of the criteria listed below.

(As used in this provision, “disability” has the same meaning as a physical or mental disability under Title 5, section 4553-A. “Noncommercial vehicle” means a motor vehicle as defined in Title 29-A section 101(42) with a gross weight of no more than 6,000 pounds, bearing a disability registration plate issued pursuant to Title 29-A, section 521 and owned by the person with the permanent disability.)

Please answer the following questions to explain why you believe that the subject property meets each of the following criteria for this type of variance and attach supporting documents as proof, where applicable:

a. Are you the owner of the dwelling where the construction will occur?

b. Do you reside in the dwelling?

c. Do you have a permanent disability?

What is the nature of your disability?

d. Is the vehicle to be stored or parked in the proposed structure owned by the owner of the dwelling?

e. Will the proposed construction be used for any other purpose than to store the vehicle?

f. Is the vehicle a “noncommercial vehicle” as defined in 30-A M.R.S.A. § 4353 (4-A) (B) (see above)?

g. What are the dimensions of the proposed structure and where will it be located on the property? (Attach proposed plans)

4. Set-back variance for single-family dwellings. (Available only where the municipality has adopted an ordinance that permits the Board to grant a set-

back variance for a single-family dwelling using a version of the “undue hardship” text described in 30-A M.R.S.A. § 4353(4-B). An ordinance adopted under this provision may permit a variance from a set-back requirement only when strict application of the zoning ordinance to the petitioner and the petitioner’s property would cause undue hardship, which means that the application meets each of the criteria listed below.

(An ordinance adopted under this provision is strictly limited to permitting a variance from a set-back requirement for a single-family dwelling that is the primary year-round residence of the petitioner. A variance under this provision may not exceed 20% of a set-back requirement and may not be granted if the variance would cause the area of the dwelling to exceed the maximum permissible lot coverage. (The ordinance may allow for a variance under this subsection to exceed 20% of a set-back requirement, except for minimum setbacks from a wetland or water body required within shoreland zones by rules adopted pursuant to Title 38 M.R.S.A. § 435, et seq., if the petitioner has obtained the written consent of an affected abutting landowner.)

Please explain why you believe that the subject property meets each of the following criteria for this type of variance:

a. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood:

_____.

b. The granting of a variance will not alter the essential character of the locality:

_____.

c. The hardship is not the result of action taken by the applicant or a prior owner:

_____.

d. The granting of the variance will not substantially reduce or impair the use of abutting property: _____ ; and

e. The granting of a variance is based upon demonstrated need, not convenience, and no other feasible alternative is available:

_____.

5. Variance from dimensional standards based on “practical difficulty.”

(Available only where the municipality has adopted an ordinance pursuant to 30-A M.R.S.A. § 4353(4-C) that permits the Board to grant a variance based on a “practical difficulty” test.) The Board may grant a variance from the dimensional standards of a zoning ordinance when strict application of the ordinance to the

petitioner and the petitioner's property would cause a practical difficulty, which means that the application meets each of the criteria listed below.

(As used in this provision, "dimensional standards" means and is limited to ordinance provisions relating to lot area, lot coverage, frontage, and setback requirements. As used in this provision, "practical difficulty" means that the strict application of the ordinance to the property precludes the ability of the petitioner to pursue a use permitted in the zoning district in which the property is located and results in significant economic injury to the petitioner.)

Please explain why you believe that the subject property meets each of the following criteria for this type of variance:

- a. The need for a variance is due to the unique circumstances of the property and not to the general condition of the neighborhood:

- b. The granting of a variance will not produce an undesirable change in the character of the neighborhood and will not unreasonably detrimentally affect the use or market value of abutting properties:

- c. The practical difficulty is not the result of action taken by the petitioner or a prior owner:

- d. No other feasible alternative to a variance is available to the petitioner:

- e. The granting of a variance will not unreasonably adversely affect the natural environment:

- f. The property is not located in whole or in part within shoreland areas as described in Title 38 M.R.S.A. § 435:

D. Additional Information

In addition to the information provided above, please submit a sketch plan of the property showing dimensions and shape of the lot, the size and locations of existing buildings, the locations and dimensions of proposed buildings, additions and alterations, the locations of roads and driveways, the location of any water body adjacent to the property, and any natural and topographic peculiarities of the lot in question.

E. Signature of Applicant

To the best of my knowledge, all information submitted on and with this application is true and correct.

Date: August 15, 2022

By:

Rick Pilsbury
Shelley Pilsbury

(Signature)

Rick Pilsbury Shelley Pilsbury

Rick Pilsbury, Shelley Pilsbury

(Print Name)

Recorded: 6/10/2016 01:31:38 PM
Jean Watson Register of Deeds
Oxford West County

NO REAL ESTATE
TRANSFER TAX PAID

Doc # 76650

WARRANTY DEED

RICHARD C. PILSBURY JR., of 195 Cole Street NE, Marietta, Georgia 30060, for consideration paid, grants to, **RICHARD C. PILSBURY JR.**, and **SHELLEY C. PILSBURY**, both of 195 Cole Street NE, Marietta, Georgia 30060,

with **WARRANTY COVENANTS, as joint tenants:**

A certain lot or parcel of land, together with all buildings thereon and all appurtenances belonging thereto, situated in Lovell, Oxford County, State of Maine, and being more particularly bounded and described as follows:

“Two certain adjacent lots or parcels of land, together with the building and improvements thereon at “Bolder Brook Club on Kezar Lake”, in Lovell, Maine and being all and the same as acquired by the grantors by the following two deeds:

✓ “Parcel 1: Being cottage lot A-11 as conveyed to the grantors by deed of William E. Severance and Phyllis H. Severance dated February 10, 1964 and recorded in the Oxford Registry of Deeds at Book 186, Page 74, to more particular metes and bounds description in which is incorporated herein by reference, and subject to the restrictions, exceptions, covenants and conditions set forth at length therein, and together with and subject to all easements and appurtenances referred to therein.

✓ “Parcel 2: The easterly half of the parcel designated as “Phyllis H. Severance and William E. Severance”, as depicted on plan entitled “Boulder Brook Club on Kezar Lake” as recorded in said Registry at Plan Book 3, Page 21, as conveyed to the grantor by deed of William E. Severance, Jr., dated August 28, 1975 and recorded in said Registry at Book ✕ 219, Page 413, and more particular metes and bounds description of which is incorporated herein by reference, and subject to the restrictions, exceptions covenants and conditions incorporated in said deed, and together with and subject to all easements and appurtenances incorporated in said deed and as set out at length indeed to the said William E. Severance, ✕ Jr. as recorded in said Registry at Book 193, Page 377.

✓ “The above real estate is conveyed subject to the terms, conditions and provisions of the Permit issued in connection with the installation of at subsurface wastewater disposal system, as recorded in said Registry of Deeds, Book 421, Page 920 through 923; and more specifically the above real estate is conveyed subject the following mandatory deed covenant set forth therein namely:

"Stipulations of Covenant:

"1. The 1500-gallon holding tank shall serve a three-bedroom single-family dwelling only.

"2. A low-volume flush toilet and water conserving fixtures shall be installed in conjunction with the holding tank.

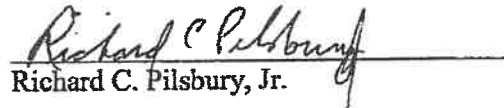
"Municipal Approval Conditions: This approval has been granted subject to the implementation of the above conditions and said approval will become null and void if the required and stated conditions of approval are violated."

Meaning and intending to convey all in the same conveyed to me by the Pilsbury Family Limited Partnership #1 by deed dated December 22, 2011, and recorded in the Oxford Western District Registry of Deeds at Book 593, Page 210, from which deed the above quoted description is taken.

I make this conveyance from myself to myself and my wife, for the purpose of establishing a joint tenancy between us in the above property.

Witness my hand this 10th day of May, 2016.


Witness

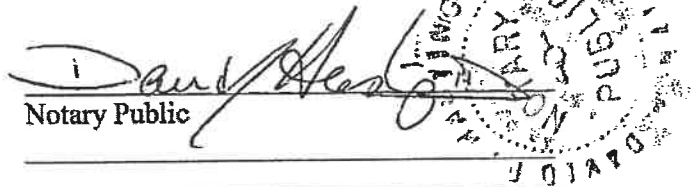

Richard C. Pilsbury, Jr.

STATE OF MAINE
OXFORD County, SS.

May 10th, 2016

Personally appeared, Richard C. Pilsbury, Jr., and acknowledged the foregoing instrument to be his free act and deed,

Before me,


Notary Public

Type or Print Name of Notary:
My Commission Expires:

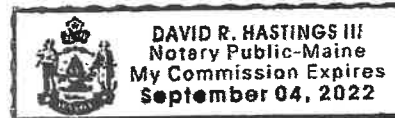


EXHIBIT A

Grantor: PILSBURY FAMILY PARTNERSHIP #1
Grantee: RICHARD C. PILSBURY, JR.

Attached to and forming an integral part of the Warranty Deed from the above named Grantor to the above named Grantee, the real estate conveyed is described as follows:

A certain lot or parcel of land, together with all appurtenances belonging thereto, situated in Lovell, Oxford County, State of Maine, and being more particularly bounded and described as follows:

"Two certain adjacent lots or parcels of land, together with the buildings and movements thereon at "Bolder Brook Club on Kezar Lake", in Lovell, Maine and being all and the same as acquired by the grantors by the following two deeds:

"Parcel 1: Being cottage lot A-11 as conveyed to the grantors by deed of William E. Severance and Phyllis H. Severance dated February 10, 1964 and recorded in the Oxford (WD) Registry of Deeds at Book 186, Page 74, to more particular metes and bounds description in which is incorporated herein by reference, and subject to the restrictions, exceptions, covenants and conditions set forth at length therein, and together with and subject to all easements and appurtenances referred to therein.

"Parcel 2: The easterly half of the parcel designated as "Phyllis H. Severance and William E. Severance", as depicted on plan entitled "Boulder Brook Club on Kezar Lake" as recorded in said Registry at Plan Book 3, Page 21, as conveyed to the grantor by deed of William E. Severance, Jr., dated August 28, 1975 and recorded in said Registry at Book 219, Page 413, the more particular metes and bounds description of which is incorporated herein by reference, and subject to the restrictions, exceptions covenants and conditions incorporated in said deed, and together with and subject to all easements and appurtenances incorporated in said deed and as set out at length in deed to the said William E. Severance, Jr. as recorded in said Registry at Book 193, Page 377."

The above real estate is conveyed subject to the terms, conditions and provisions of the Permit issued in connection with the installation of at subsurface wastewater disposal system, as recorded in said Registry of Deeds, Book 421, Page 920 through 923; and more specifically, the above real estate is conveyed subject the following mandatory deed covenant set forth therein, namely:

"Stipulations of Covenant:

"1. The 1500-gallon holding tank shall serve a three-bedroom single-family dwelling only.

"2. A low-volume flush toilet and water conserving fixtures shall be installed in conjunction with the holding tank.

"Municipal Approval Conditions: This approval has been granted subject to the implementation of the above conditions and said approval will become null and void if the required and stated conditions of approval are violated."

Conveying hereby the same real estate as more particularly described in deed from Richard C. Pilsbury, Trustee of the Richard C. Pilsbury Trust U/A dated May 22, 1997, and which deed is dated December 14, 2001, recorded in said Registry of Deeds, Book 427, Page 393, from which deed the description quoted above is derived.

Doc # 00059925

NO REAL ESTATE
TRANSFER TAX PAID

WARRANTY DEED

PILSBURY FAMILY LIMITED PARTNERSHIP #1, a Limited Partnership organized and existing according to the laws of the State of South Carolina, and having principal business location at 9 Meadowlark Lane, Hilton Head Island, SC 29926

for consideration paid, grants to

RICHARD C. PILSBURY, Jr., having postal address of 20 Hunting Ridge Drive, Simsbury, CT 06070,

with **WARRANTY COVENANTS**, the following described real estate, namely:

A certain lot or parcel of land, together with the buildings and improvements thereon and all appurtenances belonging thereto, situated in Lovell, Oxford County, State of Maine, and being composed of two contiguous parcels of land being more particularly described in the Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said **PILSBURY FAMILY LIMITED PARTNERSHIP #1** has caused this instrument to be signed in its corporate name and sealed with its corporate seal by Richard C. Pilsbury, Jr., its General Managing Partner, thereunto duly authorized, this 22nd day of December, 2011

**PILSBURY FAMILY LIMITED
PARTNERSHIP #1**

by Richard C. Pilsbury, Jr.
Richard C. Pilsbury, Jr.,
Its General Managing Partner

**STATE OF CONNECTICUT
COUNTY OF Hartford**

ss. Granby December 22, 2011

Personally appeared the above named Richard C. Pilsbury, Jr., General Managing Partner of the **PILSBURY FAMILY LIMITED PARTNERSHIP #1** and acknowledged the foregoing instrument to be his her free act and deed, acting in said capacity.

Before me, Elizabeth K. Galloway
Notary Public

Type, print or stamp Notary's name here->

My commission expires: **ELIZABETH K. GALLOWAY**
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2012

