To Whom it May Concern:

We live in California for the winter, so if we could have this reviewed in September, and be notified as soon as possible of the date to be presented, then we can have myself, my husband or Geoff Samaha present.

Thank you for your consideration of this variance.

Alexandra C-Zaugg Swafford

cell (408) 313-0842

Please call cell - no one will be at cottage for a while - thanks.
Dear Applicant:

The Board of Adjustment and Appeals meetings are held on the fourth Wednesday of every month. All forms and information are to be submitted 21 (twenty-one) days prior to the meeting.

Please fill out the form completely to expedite processing, and return with the $100.00 application fee.

Before filling out the form, please be absolutely sure you understand the applicable sections of the Chebeague Zoning Ordinance. If you have any questions, the Code Enforcement Officer will be most happy to assist you.

File with your form a plot plan of the property in question, drawn generally to scale, showing EXACT distances from buildings (if any) to all lot lines, on 8 1/2 x 11 inch paper (or larger), and showing location and distances to all public and private rights of way. Please provide ten (10) copies of your application and plans. You may wish to present other maps, drawings, etc. to the Board which will support your application.

At your hearing, you will be expected to present as strong an argument for your application as you can. While members of the Board may ask you for information and documentation, it is not our function to make your case for you.

The format of your hearing will be as follows:
1. You will be asked to present your position to the Board.
2. Opponents and proponents will be asked for their comments.
3. Board members may wish to ask you, opponents, and proponents for information, documentation and certain other facts.

When the Board is satisfied that all have been adequately heard, they will vote to "close the public portion" of the hearing. This means that the Board will participate in further discussion while you, the other participants in your hearing and the public are entitled to stay and observe our debate and votes.

Finally, we solicit your understanding that as fellow citizens, appointed to the Board by the Chebeague Island Board of Selectmen, we must operate within the strict limitations placed upon us by the Chebeague Island Zoning Ordinance and the laws of the State of Maine, and do not, therefore, enjoy broad discretionary powers.

Sincerely,

Board of Adjustment & Appeals
TOWN OF CHEBEAGUE ISLAND
BOARD OF ADJUSTMENT AND APPEALS
VARIANCE APPLICATION FORM
PRACTICAL DIFFICULTY

DATE: 
FEE: 
BY: 

I. BACKGROUND INFORMATION
A. Applicant Name: Alexandra Tague Swafford
B. Applicant Address: 101 Beach Avenue, Cape Elizabeth, ME 04107
C. Applicant Phone Number: (207) 846-4485, (406) 313-0875
D. Address of Property for which variance is sought: 5 Beach Avenue

E. Tax Map and Lot Number of Subject Property: MAP 1-04 lot # 59
F. Zoning District in which Subject Property is located: Island Residential SL
G. Zoning restriction(s) sought to be varied: Setback variance for two lot lines (West & East)

II. VARIANCES IN GENERAL

Pursuant to 30-A M.R.S.A. §4353(4-C), the Board of Adjustment and Appeals may grant a variance only when strict application of the ordinance to the Applicant and the applicant's property would cause "a practical difficulty" and when the following conditions exist. "Practical difficulty" shall mean 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 document how "significant economic injury" would occur:

- More a safety issue, as there is no place to store gardening items, bikes, etc. We try to keep lawn breazer away from house area. We would otherwise have to mow between electric lines, which is expensive.

- "Dimensional standards" means and is limited to Ordinance provisions relating to lot coverage, frontage, and setback requirements.

The Board must make a positive finding on each of the following criteria. Please describe in the space provided how your request meets the "practical difficulty" criteria listed below.

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

- This property is mostly "shovel ready" where grass, there are significant drainage issues down either side of existing structure, septic tank & pump & septic on one side, leach-field across middle of "back" yard. Only dry soil & additional very low electric wire (often hit while gardening or children playing with sticks, etc.) can be elevated to shed.

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;

- To the contrary, this would maximally preserve the neighborhood view corridors already enjoyed by neighbors down way and tucked under trees. Large heritage maple's are not disturbed.
C. The practical difficulty is not the result of action taken by the applicant 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 unreasonable adversely affect the natural environment; and

F. The property is not located in whole or in part within the shoreland areas as described in Title 38, Section 435.

DECISION

Following a hearing and a vote of the Chebeague Island Board of Adjustment and Appeals
On________________, you are hereby notified that your variance has been
(GRANTED subject to the following restrictions:)

(DENIED due to a finding by the Board that:)

SIGNED

APPELLANT(S)

This proposed location is above/outside the 45 foot set back
(allowed use in the upper area) it will under 25% lot coverage.

We are not close to 25% coverage, of our lot, no grading
would need to be done, etc.
private driveway for tubbing and merchants

existing electric aerial lines

leach field 20' x 45'

maple

maple

maple

pressure bounded rock wall

OCEAN

building coverage no 1500 sq ft (see attached)
Date: October 3, 2014

Owner: Alexandra C. Zaugg-Swaﬀord
104 Bond Court
Los Gatos, CA 95030

Parcel ID: Map I-04, Lot 59
Located at: 5 Ben Webber Road
Zoning District: Island Residential, Limited Residential Shoreland

Dear Alexandra,

You applied for a building a permit (14-B-25) to construct a "12' x 20' gambrel style shed w/loft and electricity, no plumbing, heating or insulation.” Included in your application was a plot plan showing the approximant location of the proposed shed to the property lines and the total existing and proposed amount of lot coverage;

Front Setback—Appears to be over seventy feet (70')

East Side Setback—Not Shown, But does not appear to be relevant

West side Setback—twelve Feet (12')

Rear setback—ten Feet. (10')

Normal High Water High—Appears to be over two-hundred feet (200')

Your property is located in the Island Residential and the Limited Residential Shoreland Zoning Districts and has approximately .44 Acres (19,166.4 sq. ft.), in the LR zone you are permitted to have up to twenty (20%) percent of your lot covered by non-vegetated surfaces which would be approximately three thousand eight hundred thirty-three point twenty eight (3,833.28) square feet. According to a 1965 assessing card the parcel appears to have been created before 1975. That being said, the proposed shed under Building Permit (14-B-25) fails to meet the setbacks required in the Island Residential zoning district, so I regret to inform you that this office will have to deny your request based on the following chapters of the Town of Chebeague Island Zoning Ordinance:

110.94 Lot Line
Property line bounding a lot.
A. Lot line, front: The lot line separating a lot from a street or other right-of-way providing access to the lot.
B. Lot line, rear: The lot line opposite and most distant from the front lot line. In the case of a triangular or otherwise irregularly shaped lot, a line ten feet in length that is located entirely within the lot and is parallel to and at a maximum distance from the front lot line. On a lot that abuts more than one street, the rear lot line shall be that line opposite the shortest front lot line. Where all front lot lines are the same length, the rear lot line shall be designated by the owner as part of the first application for a building permit submitted for the lot after the effective date of this section.

C. Lot line, side: Any lot line other than a front or rear lot line.

110.143b Setback

The shortest horizontal distance between a lot line and any structure on a lot; except that for purposes of regulation of lots, buildings, structures and uses located within the shoreland area, setback shall also mean the nearest horizontal distance from the normal high-water line of a water body or tributary stream, or the upland edge of a wetland including a coastal wetland adjacent to tidal waters, to the nearest part of a structure, road, parking space or other regulated object or area. A street or other right-of-way, other than a driveway that serves no more than two (2) residential lots, that is or may be utilized for motor vehicle access or a street shown on a subdivision plan recorded in the Registry of Deeds in which the Town of Cumberland (prior to July 1, 2007) or the Town of Chebeague Island (on or after July 1, 2007) has reserved its right under the provisions of 23 M.R.S. § 3032 shall not be included within a setback. Where a street or other right-of-way that is or may be used for motor vehicle access, other than a driveway that serves no more than two residential lots, is located within the boundaries of a property, the required setback shall be measured from the nearest edge of the street or right-of-way rather than the property line.

110.153 Structure

Anything built for the support, shelter, or enclosure of persons, animals, goods, or property of any kind, together with anything constructed or erected with a fixed location on or in the ground, exclusive of fences, and poles, wiring and other aerial equipment normally associated with service drops as well as guyed and guy anchors. The term includes structures temporarily or permanently located, such as decks, patios, and satellite dishes.

204.1.E. The following minimum setbacks are required for all lots in the IR district that are less than 1.5 acres and that were created on or before July 31, 1975, except that sheds and driveways are permitted to a minimum setback of fifteen (15) feet from the side and rear lot lines:

1. Front: 25 feet;
2. Rear: 20 feet;
3. Side: 20 feet;

4. Shoreland setbacks shall be as required by Section 427.

Sec. 427 Shoreland Areas

427.1 Principal and Accessory Buildings and Structures

A. All new principal and accessory buildings and structures shall be set back at least seventy-five (75) feet from the normal high-water line of tributary streams, or the upland edge of a wetland, except that in the Commercial Fisheries/Maritime Activities District there shall be no minimum setback. In the Resource Protection and Resource
Protection/Floodplain Overlay Districts the setback requirement shall be 250 feet, horizontal distance, except for structures, roads, parking spaces or other regulated objects specifically allowed in that district, in which case the setback requirements specified above shall apply.

427.1.D. The total footprint area of all structures, parking lots and other non-vegetated surfaces, within the shoreland zone shall not exceed twenty (20) percent of the lot or a portion thereof, located within the shoreland zone, including land area previously developed,

This decision constitutes an administrative appeal, pursuant to Section 603.2.A of the Town of Chebeague Island Zoning Ordinance. You have the right to appeal this decision to the Board of Adjustment and Appeals within 30 days of the date of this letter. If you fail to appeal to the Board of Adjustment and Appeals, you will lose your right to contest this letter. You also have the right to apply for a variance per Section 603.2.B of the Town of Chebeague Island Zoning Ordinance. Please contact the Town Clerk for the necessary paperwork that is required to file an appeal and feel free to contact me if you wish to discuss the matter or have any questions.

Respectfully Submitted,

Nicholas L. Adams
Code Enforcement Officer
SHORT FORM WARRANTY DEED

TRUMAN W. STELLE and CAROLYN STELLE of Silver Spring, Maryland, FOR CONSIDERATION PAID, grants to ALEXANDRA CHRISTINA ZAUGG-SWAFFORD having a mailing address of 104 Bond Court, Los Gatos, California 95030, WITH WARRANTY COVENANTS, the following described real property located at 5 Ben Webber Road, Chebeague Island, Town of Cumberland, County of Cumberland and State of Maine:

Two certain parcels of land, with the buildings thereon, and the furniture and furnishings presently in said building, situated on Great Chebeague Island, in the County of Cumberland and State of Maine, bounded and described as follows:

First Parcel: Beginning at the stone wall on the northwest side of land owned by Henry A. Hill, Jr. of Princeton, New Jersey, one (1) rod from its southwest end and running in a northwesterly direction at right angles with said wall six (6) rods and one (1) foot to a stone post; thence in a northeasterly direction parallel to said wall eight (8) rods to a stone post; thence southeasterly parallel to the first line six (6) rods and one (1) foot to said wall; thence along said wall eight (8) rods to the starting point, and containing thirteen thousand two hundred (13,200) square feet, together with a right of way to the seashore and the use of a spring in common with others; said spring being near the seashore.

Second Parcel: Beginning at the north corner of the first parcel herein and running in an easterly direction nine (9) rods and one (1) metre to a birch tree on the north corner of land owned by Henry A. Hill, Jr. of Princeton, New Jersey; thence in a southwesterly direction joining said Hill’s land, six (6) rods and four and a half (4 1/2) metres or to the east corner of land of Isabelle W. Capps; thence in a northwesterly direction along the east line of said Capps’ land to the first named bound or starting point and containing about twenty-one (21) square rods.

Reference is hereby made to a certain deed from Richard R. Stelle to Truman W. Stelle dated November 12, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13457, Page 197. Further reference is hereby made to a Quitclaim Release Without Covenant from Richard R. Stelle to Truman W. Stelle dated January 16, 2007 to be recorded contemporaneously herewith, whereby Richard R. Stelle releases any remaining right, title and interest in and to the within-described premises, including without limitation, a right of first refusal provided for in the prior deed recorded in Book 13457, Page 197.

Meaning and intending to convey and hereby conveying the same premises conveyed to Truman W. and Carolyn Stelle by deed of Truman W. Stelle dated January 7, 2002 and recorded in the Cumberland County Registry of Deeds in Book 17231, Page 98.

IN WITNESS WHEREOF, TRUMAN W. STELLE and CAROLYN STELLE have
DEED OF BARGAIN AND SALE

KNOW ALL MEN BY THESE PRESENTS that I, Isabelle W. Capps, widow, of Washington, D.C., in consideration of one dollar and other valuable consideration paid to me by Roy Moore Stale and Mary Capps Stale, his wife, of White Plains, New York, the receipt of which is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Roy Moore Stale and Mary Capps Stale, his wife, as joint tenants, and to their heirs and assigns forever, two certain parcels of land with the building thereon and the furniture and fixtures presently in said building, situated on Great Chebeague Island, Maine, and bounded and described as follows:

FIRST PARCEL: Beginning at the stone wall on the northwest side of land owned by Henry A. Hill, Jr., of Princeton, New Jersey, one (1) rod from its southwest end and running in a northwesterly direction at right angle with said wall six (6) rods and one (1) foot to a stonepost; thence in a northwesterly direction parallel to said wall eight (8) rods to a stone post; thence southeasterly parallel to the first line six (6) rods and one (1) foot to said wall; thence along said wall eight (8) rods to the starting point, and containing thirteen thousand two hundred (13,200) square feet. Being the same premises conveyed to me by Edith M. Lawrence by deed dated May 12, 1915, and recorded in Deed Book 946 at Page 473 in the Registry of Deeds of Cumberland County, Maine.

SECOND PARCEL: Beginning at the north corner of the first parcel herein and running in an easterly direction nine (9) rods and one (1) meter to a birch tree on the north corner of land owned by Henry A. Hill, Jr., of Princeton, New Jersey; thence in a southeasterly direction joining said Hill's land, six (6) rods and four and a half (4-1/2) meters to the east corner of land of the grantor herein; thence in a northwesterly direction.
along the east line of the grantor herein to the first named bound or
starting point and containing about twenty-one (21) square rods.

Being the same premises conveyed to me by Edith M. Lawrence
by deed dated May 12, 1915 and recorded in Deed Book 966 at pages 473
of the Registry of Deeds of Cumberland County, Maine.

To have and to hold the granted premises, with all the rights,
easements, privileges and appurtenances belonging thereto, to the said
Roy Moore Steele and Mary Capps Steele, their heirs and assigns, to
their use and behoof forever.

And I hereby, for myself and my heirs, executors and administra-
tors, covenant with the said grantees and their heirs and assigns, that
I am lawfully seized in fee of the granted premises; that they are free from
all encumbrances; that I have good right to sell and convey the same as
aforesaid; and that I will, and my heirs, executors and administrators shall
warrant and defend the same to the grantees, their heirs and assigns for-
ever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF I, the said Isabelle W. Capps, heretofore
set my hand and seal this 9th day of April, 1965.

Signed and sealed in presence of

[Signature]
Isabelle W. Capps

District of Columbia:

Personally appeared the above-named Isabelle W. Capps and
acknowledged the foregoing instrument to be her free act and deed before
me this 9th day of April, 1965.

[Signature]
Notary Public, D.C.

My Commission Expires Feb. 20, 1919
KNOW ALL MEN BY THESE PRESENTS, that I, Enith M. Laurence, of West Springfield, Hampden County, Massachusetts, for and in consideration of one dollar and other valuable considerations, have been and are hereby acknowledged, do hereby give, grant, bargain, sell and convey unto Isabelle W. Cappa, Two certain parcels of land with the buildings fixed thereon, viz:

1. Beginning at the stone wall on the northwest side of land owned by Dr. Bray of Portland, Maine, one (1) rod from its southwest end, thence northwesterly direction at right angle with said wall six (6) rods, thence to a stone post; thence in a northeasterly direction parallel to said (6) rods to a stone post; thence southeasterly parallel to the first (6) rods and one (1) foot to said wall; thence along said wall eight (8) rods to the starting point, and containing thirteen thousand two hundred (13,200) square feet, together with a right of way to the seashore and the use of a spring for the benefit of said premises, said premises being near the seashore. Being the same premises conveyed to me by Louise H. Webber by deed dated December 21, 1898, recorded in said Registry of Deeds, Book 623, Page 16.

2. Beginning at the northwest corner of the first parcel herein, and running in a southerly direction nine (9) rods and one (1) foot to a birch tree on the south line of land owned now or formerly by Dr. Bray of Portland, Maine; thence in a southwesterly direction joining said Bray's land six (6) rods and fourteen (14) rods of said to the east corner of land now or formerly of the grantor, thence in a northwesterly direction along the east line of the grantor herein to the first named bound or starting point, and containing about twenty-one (21) rods. Being the same premises conveyed to me by Louise H. Webber by deed of November 5, 1895, recorded in said Registry of Deeds, Book 622, Page 255.

Subject to any taxes which may have been assessed for the year 1916, if any.

Also all the furniture and furnishings contained in the house on the premises.

I hereby grant, bargain, sell and convey, and all the privileges and appurtenances thereto belonging, to the said Isabelle W. Cappa and her heirs and assigns, the entire premises herein conveyed, as fully and effectually as if the same had been and were hereby especially described in fee simple of the granted premises; that they are free of all incumbrances; except said taxes, that I have good right to sell and convey.
the same as aforesaid; and that I will and by my heirs, executors and administrators,
shall warrant and defend the same to the grantee and her heirs and assigns and
the lawful claim and demands of all persons, except as to said taxes.

And for the consideration aforesaid I, Edwin S. Laures, husband of the said
Edith M. Laures, do hereby release unto the said grantee, and her heirs and as-
signs all right of or to both dower curtesy and homestead in the granted premises
and all other rights and interests therein.

IN WITNESS WHEREOF, we the said Edith M. Laures and Edwin S. Laures hereby
set our hands and seal this twelfth day of May in the year one thousand nine
hundred and fifteen.

Signed, and sealed in presence of

Ralph W. Ellis

Witness to both signatures

Edwin S. Laures

Commonwealth of Massachusetts. Hampden, ss. May 14th, 1915. Then personal
appeared the above named Edith M. Laures and Edwin S. Laures and acknowledged the
foregoing instrument to be their free act and deed, before me,

     Ralph W. Ellis
     Notary Public, Notarial Seal.


Commonwealth of Massachusetts. County of Hampden, ss. I, Robert O. Morris, Clerk of
the Supreme Judicial Court, in and for said County, do hereby certify
that said Court is a Court of Record; that Ralph W. Ellis whose name is subscribed
to the Certificate or proof of acknowledgment of the annexed instrument, was at
the time of taking the same, a Notary Public, in and for said County of Hampden, duly
Commissioned and sworn, and qualified to act as such; that as such Notary Public
he is duly authorized by the laws of the Commonwealth of Massachusetts to take
acknowledgments and proofs of deeds or conveyance for lands, tenements or heredit-
anns in said Commonwealth of Massachusetts; that I am well acquainted with the
handwriting of said Notary Public, and verily believe his signature to the same
is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of
said Court, at Springfield, in said County of Hampden, this 14th day of May,
A. D. 1915.

     Robert O. Morris, Clerk. COURT SEAL

Received June 22, 1915, at 9h 30m A. M. and recorded according to the original

Burgess

to

Wilson

Discharge

KNOW ALL MEN BY THESE PRESENTS, that I, H. F. Burgess,
of Fairfield, in the County of Somerset and State of Maine, owner of a certain
mortgage given by Albion D. Wilson of South Portland, in the County of Cumberland
and State of Maine to said Burgess, dated November 7, A. D. 1914, and recorded in
Cumberland Registry of Deeds, Book 655, Page 191, do hereby acknowledge that I
have received full payment and satisfaction of the same, and of the debt thereby
secured, and in consideration thereof I do hereby cancel and discharge said
EXHIBIT SCHEDULE A
LEGAL DESCRIPTION OF PROPERTY LOCATED
in Cumberland County at
5 Van Wehler Road, Chebeague Island, Maine

Two certain parcels of land, with the buildings thereon, and the farm improvements present in said building, situated on Great Chebeague Island, in the County of Cumberland and State of Maine, bounded and described as follows:

First Parcel: Beginning at the stone wall on the northwest side of land owned by Henry A. Hill, Jr. of Princeton, New Jersey, one (1) rod from its southwest end and running in a northwesterly direction at right angles with said wall six (6) rods and one (1) foot to a stone post; thence in a northwesterly direction parallel to said wall eight (8) rods to a stone post; thence southeasterly parallel to the first line six (6) rods and two (2) feet to said wall; thence along said wall eight (8) rods to the starting point, and containing thirteen thousand two hundred (13,200) square feet.

Second Parcel: Beginning at the north corner of the first parcel hereby and running in an easterly direction nine (9) rods and one (1) metre to a bluestone on the north corner of land owned by Henry A. Hill, Jr. of Princeton, New Jersey; thence in a southeasterly direction joining said Hill's land, six (6) rods and four and a half (4 1/2) metres or to the east corner of land of Isabelle W. Capps; thence in a northwesterly direction along the east line of said Capps' land to the first named bound or starting point and containing about twenty-one (21) square rods.

Meaning and intending to convey and hereby conveying the same premises conveyed to Truman W. Stille by deed of Richard H. Stille dated November 22, 1997 and recorded in the Cumberland County Registry of Deeds in Book 13457, Page 197.

Meaning and intending to convey and hereby conveying the same premises conveyed to Truman W. and Carolyn Stille by deed of Truman W. Stille dated January 7, 2002, to be recorded in the Cumberland County Registry of Deeds prior hereto.

RECEIVED
REGISTRY OF DEEDS
2002 JAN 22 RN 2-22
CUMBERLAND COUNTY
John B. Brice
WARRANTY DEED - SHORT FORM DEEDS ACT
33 M.R.S.A. §701 et seq.

KNOW ALL BY THESE PRESENTS, that I, Truman W. Steele, of the County of
Montgomery and State of Maryland, for valuable consideration received, hereby grant to
Truman W. Steele and Carolyn Steele of the County of Montgomery and State of Maryland,
as JOINT TENANTS, with WARRANTY COVENANTS, that certain lot or parcel of
land, with any improvements thereon, located at 5 Ben Webster Road, Clarksburg, in the
County of Cumberland and State of Maine, as more fully described in Exhibit A attached
hereeto and fully incorporated herein by reference.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on January 7,
2002.

[Signature]
Truman W. Steele
State of Maine

STATE OF MAINE
Cumberland, ss:

On January 7, 2002, personally appeared the above-named Truman W. Steele and
acknowledged the foregoing deed to be his/her free act and deed.

[Signature]
Notary Public/Attorney At Law

[Print Name]