



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954
www.cariboumaine.org

AGENDA **Caribou Planning Board** **Regular Meeting** **Thursday, April 12, 2018 at 5:30 p.m.** **City Council Chambers**

- I. Call Meeting to Order
- II. Approval of minutes from the March 15, 2018 Planning Board meeting. 1-2
- III. Public Hearing
 - a. Final review of a Home Occupation Application from Thomas Ayer, d/b/a Farmer's Rebellion LLC to sell firearms and ammunition at 910 Grimes Road in Caribou, Tax Map 6, Lot 31C. 3-30
- IV. Other Business
 - a. Continue work on Chapter 13, Zoning of Caribou Code – Land Use Table.
- V. New Business
 - a. Consider scheduling a Public Hearing for a Use Permit Application from David and Kimberly Ripley for sales and service of overhead garage doors at 320 Bowles Road in Caribou, Tax Map 15, Lot 6C. 31-35
- VI. New Communications
 - a. Home Occupation Application from Marilee Scott, d/b/a Bethesda Project Fitness for Personal Training at 515 Main Street, Apt #6 in Caribou, Tax Map 25, Lot 85. 36-44
 - b. Use Permit Application from Sonia Jean Calloway for a Hair Salon at 539 Main Street, Suite 3 in Caribou, Tax Map 25, Lot 3. 45-49
- VII. Staff Report
 - a. Code Enforcement Monthly Report. 50-54
- VIII. Planning Board Training
- IX. Adjournment



City of Caribou, Maine

*Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954
www.cariboumaine.org*

Caribou Planning Board Meeting Minutes Thursday, March 15, 2018 @ 5:30 pm City Council Chambers

Members Present: Phil Cyr, Robert White, Philip McDonough III, Evan Graves, Todd Pelletier, Thomas Ayer and Matthew Hunter

Others Present: Ken Murchison –CEO & Zoning Administrator and Denise Lausier –Executive Assistant to the City Manager

- I. Call Meeting to Order** –The meeting was called to order at 5:30 pm.
- II. Approval of minutes from the February 8, 2018 Planning Board meeting** – Todd Pelletier moved to accept the minutes as presented; seconded by Thomas Ayer. Motion carried with all in favor.
- III. New Business**
 - a. Home Occupation Application for Ashley Ayer, d/b/a Riverside Primitives and Design, 910 Grimes Road.** Thomas Ayer spoke on behalf of his wife Ashley Ayer. She would like to have a primitive design business in their home with wood working, doing the finishing in the garage and selling to customers on facebook.
 - b. Home Occupation Application for Thomas Ayer, d/b/a Farmer's Rebellion LLC, 910 Grimes Road.** – Mr. Ayer's application is to sell firearms. He has a federal firearms license. He won't be milling or manufacturing parts, but will be selling hunting rifles, no machine guns. There will be set hours. No firing range at that location although Tom is interested in doing a firing range perhaps at a different location. There are only two abutting property owners. Mr. Ayer has not spoken with his neighbors. Being a member of the Planning Board, Mr. Ayer believes it is best to go through a public hearing process. Robert White stated he believes the Board should honor his request. Board discussion on home occupation and retail business on the land use table. Matthew Hunter stated that for the retail aspect of the business, he believes the Board should hold a public hearing. Todd Pelletier stated that he believes the primitive business would be ok with CEO approval, but the firearms business should go through the public hearing process.

Phil McDonough III made a motion to approve the applications with CEO approval. Motion died with lack of a second.

Todd Pelletier moved to send the home occupation application from Ashley Ayer, Riverside Primitives and Design to the Code Enforcement Officer for approval; seconded by Phil Cyr. 6 – yes, 1 – abstention (Thomas Ayer). Motion carried.

Evan Graves moved to send the home occupation application from Thomas Ayer to a public hearing at the April 12th Planning Board meeting; seconded by Matthew Hunter.
6 – yes, 1 – abstention (Thomas Ayer). Motion carried.

IV. New Business – None.

V. Old Business –

- a. Continue work on Chapter 13, Zoning of Caribou Code** – The Board continued work and discussion on Chapter 13. They reviewed and approved the revisions done from the last meeting, looked over the working zoning map, as well as reviewed the proposed changes to the Land Use Table from City Manager, Dennis Marker. Chairman Robert White requested that Manager Marker be invited to the next meeting to go over his proposed changes.

VI. New Communications – None.

VII. Staff Report –

- a. Request for assistance regarding a civil matter on Fontaine Street** – Ken Murchison explained that he received a call about a neighbor dispute. A neighbor truck trailer box is parked close to the other property and ice falls off the truck trailer box into his yard. This has been an ongoing dispute. Many managers have been there and staff has been there. The Code Book is silent on these issues. The verdict is that it is a civil matter.
- b. Citizens complaint regarding two unregistered vehicles and refuse at 827 Main Street** – Ken Murchison discussed this item with the Board. He received a complaint because of the aesthetics and stated that the City Code states no inoperative vehicles can be in the R-1 or R-2 zones, but the International Code states an exception that anyone can have a vehicle if it's being worked on but needs to be under an enclosure. Ken will be sending out a letter on this violation. There will be fines if not corrected.

Also, Ken had a report of bed bugs and lint bugs by an AMHC caseworker. The apartment is in a building with four other apartments. The City Code is silent on this. The International Code does mention infestations and the landlord would be responsible in public areas of the facility and if the tenant brought them in, the tenant and landlord would be responsible. State Statute in 2013 created a bed bug law and the landlord needs to take care of the infestation. After discussion, Ken will call and let the owner know about the State Law and send out a follow up letter.

VIII. Planning Board Training – Ken Murchison did a training with the Board on subdivisions.

IX. Adjournment – Meeting adjourned at 7:15 pm.

Respectfully Submitted,

Philip McDonough III
Planning Board Secretary

PM/dl



OFFICE OF ZONING ADMINISTRATOR/CEO

CARIBOU, MAINE

To: Chairman White and Members of the Planning Board
From: Ken Murchison, Zoning Administrator & CEO
Date: April 6, 2018
Re: Home Occupation Application – Sale of Firearms

Thomas Ayer Applied for a Home Occupation Permit on March 5, 2018 and proposes to business as Farmers Rebellion LLC. His business will entail sales of firearms. The Ayer Home is in the R-3 Zone, 910 Grimes Road, Map 6 Lot 31C and this business is an appropriate Land Use for this zone. The Planning Board acted to bring this permit to public hearing on March 15th, 2018.



City of Caribou Home Occupation Application

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493-3324 X 3
pthompson@cariboumaine.org

Note to Applicant: Complete this application and return it with the required documents. In addition, the required fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$90.00.

Please print or type all information

Name of Applicant: Thomas Ayer
Business Name: Farmer's Rebellion LLC
Location of Property (Street Locations): 910 Grimes Rd. Caribou, ME 04736
City of Caribou Tax Map: 6 Lot: 31C Zone: R3

Applicant Information

Person and address to which all correspondence regarding this application should be sent to:

Thomas Ayer Phone: 207-651-9340
910 Grimes Rd.
Caribou, ME 04736 E-mail: farmersrebellion@gmail.com

Name of Land Surveyor, Engineer, Architect or other Design Professionals.
(Attach list if needed, please write "N/A" if not applicable)

N/A Phone: _____
Phone: _____

What legal interest does the applicant have in property to be developed (ownership, owner's representative, option, purchase & sales contract, etc?)

N/A
(Attach supportive legal documentation)

Please describe business, including services offered and estimated impacts on traffic, noise, and environmental impacts

Sale of firearms and ammunition. There will be
no impact on traffic, noise, and environment,
only.

General Information

Aroostook County Registry of Deeds: Book # 5496 Page # 126

What interest does the applicant have in any abutting property? none

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? Yes No

Is any portion of the property within a Flood Hazard Zone? Yes No

Total sq ft of residence: 5300 Total sq ft of residence to be developed: 300

Has this land been part of a subdivision in the past five years? Yes No

Indicate any restrictive covenants currently in the deed: N/A

(Attach deed)

Anticipated start date for construction: N/A / / Anticipated Completion: N/A / /

Water Supply: Private Well: Public Water Supply:

Sewerage Disposal: Private SSWD: Public Sewer:

Estimated sewerage disposal gallons per day: 0 / day

Does the building require plan review by the State Fire Marshal Office? () Yes (X) No
(Attach Barrier Free and Construction Permits from SFMO)

Have the plans been reviewed & approved by the Caribou Fire Chief? () Yes (X) No

Does the building have an automatic sprinkler system? () Yes (X) No

Does the building have an automatic fire detection system? (X) Yes () No

Plan Review Criteria Checklist

- 1. ___ A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
- 2. ___ Names and addresses of all abutting landowners (from assessing office).
- 3. ___ Copy of tax card and tax map for property with zoning designation (from assessing office)
- 4. ___ 1 complete set of plans, showing the following:
 - ___ a. Graphic scale and north arrow.
 - ___ b. Location and dimensions of any existing or proposed easements (from deed)
 - ___ c. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
 - ___ d. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
 - ___ e. Location and names of streets adjacent to the proposed development and rights-of-way (from deed).
 - ___ f. Conceptual treatment of landscaping buffers, screens, and plantings.
 - ___ g. Location of outdoor storage areas, fences, signage and accessory structures.
 - ___ h. All proposed signage and exterior lighting including the location, size and wording of all signs and location and type of exterior lights.

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

Signature of Applicant: Tom Olyson Date: 3-5-18

Planning Board Requirements Checklist

- _____ The home occupation shall only employ residents of the dwelling unit.
- _____ The home occupation shall be carried on entirely within the principle or accessory structure.
- _____ The home occupation shall not occupy more than 50% of the total floor area of the principle dwelling structure. Accessory structures used for the home occupation may use up to 100%.
- _____ No client or customer shall be allowed on any floor other than the first floor ground level unless the structure is protected throughout with a State Fire Marshal approved sprinkler system.
- _____ Objectionable noise, vibrations, smoke, dust, electrical disturbance, odors, heat, glare or other nuisances are not permitted.
- _____ No on-street parking is allowed for clients or customers.
- _____ All means of egress/ingress are consistent with NFPA Life Safety Code 101 and the Americans with Disabilities Act.

Home Occupation Application for: _____

Address: _____

Approved by the Caribou Planning Board

Date: ____ / ____ / ____

Signed:

Chairman, Caribou Planning Board

Conditions of Approval:



Federal Emergency Management Agency

Region I

J.W. McCormack Post Office and Courthouse Building
Boston, Massachusetts 02109

June 16, 1997

Community and State: Caribou, ME

Community No.: 230014

Map Panel Affected: 015C

Map Effective Date: 08/01/80

Case Number: RI-97-044

Leslie Best
RFD 2, Box 7110
Caribou, ME 04736

Dear Ms. Best:

We reviewed your request dated March 12, 1997, for a Letter of Map Amendment. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we determined that a portion of the property is located in a Special Flood Hazard Area (SFHA), the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). The residential structure on the property, however, is not in the SFHA.

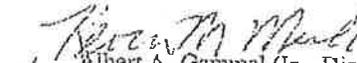
Property Description: Aroostook County Registry of Deeds Book 1608, Page 277
Street Address: Grimes Road
Community and State: Caribou, ME
Flooding Source: Aroostook River

This letter amends the above-referenced NFIP map to remove the residential structure from the SFHA. Because a portion of the property remains in the SFHA, any future construction or substantial improvement on the property remain subject to Federal, State, and local regulations for floodplain management.

Please note that this property could be inundated by a flood greater than 100-year flood or by local flooding conditions not shown on the NFIP map. Also, although we have based our determination on the flood information presently available, flood conditions may change or new information may be generated which would supersede this determination. The NFIP offers a policy for one-to-four family homes in areas which are not designated as SFHAs, but where flood exposure still presents a significant risk. This policy is the *Low Cost Policy*, and we encourage you to purchase such a policy which is available at exceptionally low rates. It is a comprehensive policy that is available to property owners in B, C, and X zones only. Information about the *Low Cost Policy* and how one can qualify is enclosed.

The enclosed document provides additional information about Letters of Map Amendment. If you have any questions about this letter, please contact Lauren Kate Record of this office at (617) 223-9561 or by facsimile at (617) 223-9574.

Sincerely,


Albert A. Gammal, Jr., Director
Mitigation Division

Enclosure
218-70-R9

SECTION E CERTIFICATION

This certification is to be signed by a land surveyor, engineer, or architect who is authorized by state or local law to certify elevation information when the elevation information for Zones A1-A30, AE, AH, A (with BFE), V1-V30, VE, and V (with BFE) is required. Community officials who are authorized by local law or ordinance to provide floodplain management information, may also sign the certification. In the case of Zones AO and A (without a FEMA or community issued BFE), a building official, a property owner, or an owner's representative may also sign the certification.

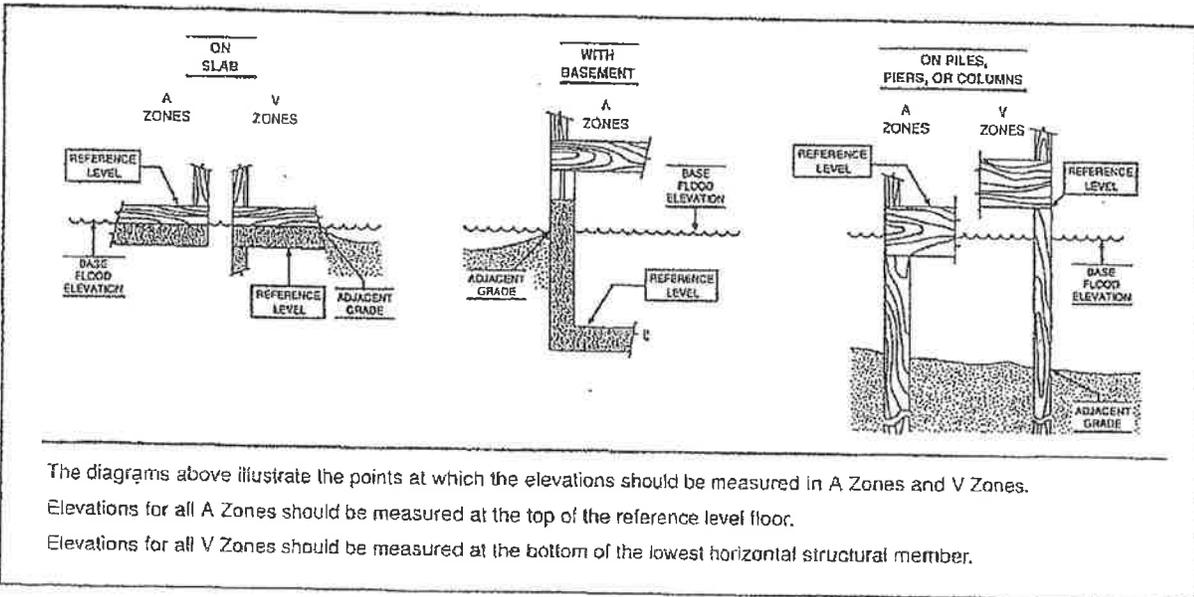
Reference level diagrams 6, 7 and 8 - Distinguishing Features--If the certifier is unable to certify to breakaway/non-breakaway wall, enclosure size, location of servicing equipment, area use, wall openings, or unfinished area Feature(s), then list the Feature(s) not included in the certification under Comments below. The diagram number, Section C, Item 1, must still be entered.

I certify that the information in Sections B and C on this certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

| | | | | |
|-------------------------|--|--------------------------------|--|----------------|
| CERTIFIER'S NAME | | LICENSE NUMBER (or Affix Seal) | | |
| Dale R. Blackstone | | #1219 | | |
| TITLE | | COMPANY NAME | | |
| Partner | | Doody, Blackstone & Bubar | | |
| ADDRESS | | CITY | | STATE |
| 1 Hatch Drive Suite 260 | | Caribou | | Maine |
| SIGNATURE | | DATE | | PHONE |
| | | April 16, 1997 | | (207) 498-3321 |

Copies should be made of this Certificate for: 1) community official, 2) insurance agent/company, and 3) building owner.

COMMENTS: See attached sheet for comments concerning the elevation reference mark.



Attachment

The nearest elevation reference mark to this site was approximately 6 miles east. It is reference mark 1 as shown on the community panel number 230018-0030-B. It is cost prohibitive to transfer a reliable elevation to the site in question from reference mark 1 using differential levelling techniques. We contacted the local Maine Department of Transportation office to see if they had any vertical benchmarks closer to the site. We were able to obtain the elevation of a benchmark established by the M.D.O.T. which was approximately 2.5 miles from the site. The M.D.O.T. benchmark is named SMYTHE and the elevation was determined utilizing an electronic total station and trigonometric levelling techniques. The elevation of SMYTHE is 410.00 feet and was established from a Coast and Geodetic vertical benchmark K43 which is referenced to NGVD 1929. The accuracy of benchmark established by M.D.O.T. is unknown. We used an electronic total station and trigonometric levelling techniques to project that same elevation reference system to the site in question. Utilization of these techniques results in an error of ± 0.3 feet in the 5 mile level run that we performed.

The elevation of the ground at one corner of the building is 379.3 feet but the ground elevation at all other corners of the building vary from 381.5 feet to 380.9 feet.

[Space Above This Line For Recording Data]

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument". This document, which is dated November 23, 2015, will be called the "Security Instrument".

(B) "Borrower". **THOMAS E. AYER AND ASHLEY R. MARTIN**

sometimes will be called "Borrower" and sometimes simply "I" or "me".

(C) "Lender". **AROOSTOOK COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION**

will be called "Lender". Lender is a corporation or association which exists under the laws of the United States of America
Lender's address is
P. O. Box 808, Caribou, Maine 04736

(D) "Note". The note signed by Borrower and dated November 23, 2015, will be called the "Note". The Note shows that I owe Lender

 Dollars (U.S. ) plus interest. I have promised to pay this debt in monthly payments and to pay the debt in full by **December 1, 2045**

(E) "Property". The property that is described below in the section titled "Description of the Property", will be called the "Property".

(F) "Sums Secured". The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured".

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. Those rights that the law gives to lenders who hold mortgages on real property include those

MAINE - Single Family - Fannie Mae/Freddie Mac Uniform Instrument

(Page 1 of 10 pages)

rights known as "Mortgage Covenants". I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 of this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument.

DESCRIPTION OF THE PROPERTY

I grant and mortgage to Lender the Property described in (A) through (G) below:

- (A) The Property which is located at 910 Grimes Road
Caribou, Maine 04736 This Property is in
[City] [Street] [Zip Code]
Aroostook County. It has the following legal description:
"SEE ATTACHED SCHEDULE A"

- (B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subparagraph (A) of this section. These rights are known as "easements and appurtenances attached to the Property";
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subparagraph (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section;
- (F) All of the rights and property described in subparagraphs (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subparagraphs (B) through (F) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains promises and agreements that vary, to a limited extent, in different parts of the country. My promises and other agreements are stated in "plain language".

LEGAL DESCRIPTION ON REAL ESTATE MORTGAGE FROM THOMAS E. AYER
AND ASHLEY R. MARTIN TO AROOSTOOK COUNTY FEDERAL SAVINGS AND
LOAN ASSOCIATION DATED NOVEMBER 23, 2015.

"SCHEDULE A"

A certain lot or parcel of land, together with all improvements thereon, situated on the northerly side of the Grimes Road and being a part of Lot Numbered nineteen (19), Eaton Grant, in Caribou, Aroostook County, Maine and being further bounded and described as follows, to wit:

Beginning at a 1 inch iron pipe set October 7, 1986, at point on the division line between the land of Ronald P. Guerrette as recorded in the Southern District of the Aroostook County Registry of Deeds in Book 2354, Page 28, Second Parcel, and the land of Leslie J. Best as recorded in Book 2764, Page 166, said pipe being on a Maine State Grid North bearing of North 48° 36' East and 80 feet, more or less, from the intersection of said division line with the high water mark of the Aroostook River; thence North 48° 36' East along the land of Guerrette 271.4 feet to a 1 inch iron pipe; thence continuing North 48° 36' East along the land of Guerrette 66.7 feet to a bent 1 inch iron pipe; thence continuing North 48° 36' East along the land of Guerrette 500.0 feet to a bent 1 inch iron pipe; thence continuing North 48° 36' East along the land of Guerrette 289.1 feet; thence South 31° 49' East through the land of Best 182.5 feet; thence South 35° 03' West through the land of Best 63.7 feet; thence South 23° 19' West through the land of Best 156.4 feet; thence South 16° 47' West through the land of Best 165.3 feet; thence South 9° 49' West through the land of Best 105.9 feet; thence South 7° 41' West through the land of Best 421.9 feet, more or less, to the high water mark of the Aroostook River; thence northwesterly along the high water mark of the Aroostook River 820 feet, more or less, to the division line between Ronald P. Guerrette and Leslie J. Best; thence North 48° 36' East along the land of Guerrette 80 feet, more or less, to the point of beginning.

Subject to any and all rights of way or easements previously conveyed to or taken by the State of Maine for purpose of construction and maintenance of the Grimes Road, so-called. That portion of the herein described parcel of land which is included in a road having a limit of 66 feet is 1.0 acres, more or less.

Being the same premises conveyed to MARK S. RESCHKE and CAROLYN S. RESCHKE, as joint tenants, by Warranty Deed from BRENT F. WILLIAMS and PATRICIA E. WILLIAMS recorded at the Southern Aroostook Registry of Deeds on June 23, 2003, in Vol. 3824, Page 259.

Being also the same premises conveyed to THOMAS E. AYER and ASHLEY R. MARTIN by Warranty Deed of MARK S. RESCHKE and CAROLYN S. RESCHKE dated November 23, 2015, and to be recorded at the Southern Aroostook Registry of Deeds simultaneously with this instrument.

COVENANTS

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY

I will pay to Lender on time principal and interest due under the Note and any prepayment and late charges due under the Note.

2. MONTHLY PAYMENTS FOR TAXES AND INSURANCE

(A) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, leasehold payments or ground rents (if any), hazard or property insurance covering the Property, and flood insurance (if any). If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, (i) I also will pay to Lender all amounts necessary to pay for mortgage insurance, and (ii) if, under Paragraph 8 below, instead of paying for mortgage insurance I am required to pay Lender an amount equal to the cost of mortgage insurance, I will pay this amount to Lender. I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make these payments on the same day that my monthly payments of principal and interest are due under the Note.

My payments under this Paragraph 2 will be for the items listed in (i) through (vi) below, which are called "Escrow Items":

- (i) The estimated yearly taxes and assessments on the Property which under the law may be superior to this Security Instrument as a lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien";
- (ii) The estimated yearly leasehold payments or ground rents on the Property (if any);
- (iii) The estimated yearly premium for hazard or property insurance covering the Property;
- (iv) The estimated yearly premium for flood insurance covering the property (if any);
- (v) The estimated yearly premium for mortgage insurance (if any); and
- (vi) The estimated yearly amount I may be required to pay Lender under Paragraph 8 below instead of the payment of the estimated yearly premium for mortgage insurance (if any).

Lender will estimate from time to time the amount I will have to pay for Escrow Items by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless the law requires Lender to use another method for determining the amount I am to pay. The amounts that I pay to Lender for Escrow Items under this Paragraph 2 will be called the "Funds". The Funds are pledged as additional security for all Sums Secured.

The law puts limits on the total amount of Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender for a "federally related mortgage loan" could require me to place in an "escrow account" under the federal law called the "Real Estate Settlement Procedures Act of 1974", as that law may be amended from time to time. If there is another law that imposes a lower limit on the total amount of Funds Lender can collect and hold, Lender will be limited to the lower amount.

(B) Lender's Obligations

Lender will keep the Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow Items. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds, or for using the Funds to pay Escrow Items, or for making a yearly analysis of my payment of Funds or for receiving, verifying and totaling assessments and bills. Maine law requires payment of, and Lender agrees to pay me, interest on the Funds in the manner and amount set forth in Maine law on the date of this Security Instrument.

(C) Adjustments to the Funds

Under the law, there is a limit on the amount of Funds Lender may hold. If the amount of Funds held by Lender exceeds this limit, then the law requires Lender to account to me in a special manner for the excess amount of Funds. There will be an excess amount if, at any time, the amount of Funds which Lender is holding or keeping is greater than the amount of Funds Lender is allowed to hold under the law.

If, at any time, Lender has not received enough Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will pay to Lender whatever additional amount is necessary to pay the Escrow Items in full. Lender will determine the number of monthly payments I have in which to pay that additional amount, but the number of payments will not be more than twelve.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 21 below, Lender either acquires or sells the Property, then before the acquisition or sale, Lender will use any Funds which Lender is holding at the time of the acquisition or sale to reduce the Sums Secured.

3. APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- First, to pay any prepayment charges due under the Note;
- Next, to pay the amounts due to Lender under Paragraph 2 above;
- Next, to pay interest due;
- Next, to pay principal due; and
- Last, to pay any late charges due under the Note.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making the payments on time to the person owed them. (In this Security Instrument, the word "person" means any person, organization, governmental authority or other party). If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so. If I make payment to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.

I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give Borrower a notice identifying the superior lien. Borrower shall pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. BORROWER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE OR PROPERTY INSURANCE

I will obtain hazard or property insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage, including floods and flooding. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. If I do not maintain the insurance coverage described above, Lender may obtain insurance coverage to protect Lender's rights in the property in accordance with paragraph 7 below.

All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds". The proceeds will be used to repair or to restore the damaged Property unless: (A) it is not economically feasible to make the repairs or restoration; or (B) the use of the proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (C) Lender and I have agreed in writing not to use the proceeds for that purpose. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Security Instrument. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 21 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold.

6. BORROWER'S OBLIGATIONS TO OCCUPY THE PROPERTY, TO MAINTAIN AND PROTECT THE PROPERTY, AND TO FULFILL ANY LEASE OBLIGATIONS; BORROWER'S LOAN APPLICATION

(A) Borrower's Obligations to Occupy the Property

I will occupy the Property and use the Property as my principal residence within sixty days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

(B) Borrower's Obligations to Maintain and Protect the Property

I will keep the property in good repair. I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate.

I will be "in default" under this Security Instrument if I fail to keep any promise or agreement made in this Security Instrument. I also will be in default under this Security Instrument if any civil or criminal action or proceeding for "forfeiture" (that is, a legal action or proceeding to require the Property, or any part of the Property, to be given up) is begun and Lender determines, in good faith, that this action or proceeding could result in a court ruling (i) that would require forfeiture of the Property or (ii) that would materially impair the lien of this Security Instrument or Lender's rights in the Property. I may correct the default by obtaining a court ruling that dismisses the legal action or proceeding, if Lender determines, in good faith, that this court ruling prevents forfeiture of my interests in the Property and also prevents any material impairment of (i) the lien created by this Security Instrument or (ii) Lender's rights in the Property. If I correct the default, I will have the right to have enforcement of this Security Instrument discontinued, as provided in Paragraph 18 below, even if Lender has required immediate payment in full.

(C) Borrower's Obligations to Fulfill Any Lease Obligations

If I do not own but am a tenant on the Property, I will fulfill all my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

(D) Borrower's Loan Application

If, during the application process for the loan that I promise to pay under the Note, I made false or inaccurate statements to Lender about information important to Lender in determining my eligibility for the loan, Lender will treat my actions as a default under this Security Instrument. False or inaccurate statements about information important to Lender would include a misrepresentation of my intentions to occupy the Property as a principal residence. This is just one example of a false or inaccurate statement of important information. Also, if during the loan application process I failed to provide Lender with information important to Lender in determining my eligibility for the loan, Lender will treat this as a default under this Security Instrument.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or forfeiture, or to enforce laws or regulations), Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the Note rate. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. MORTGAGE INSURANCE

If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for the mortgage insurance. If, for any reason, the mortgage insurance coverage lapses or ceases to be in effect, I will pay the premiums for substantially equivalent mortgage insurance coverage. However, the cost of this mortgage insurance coverage must be substantially equivalent to the cost to me of the previous mortgage insurance coverage, and the alternate mortgage insurer must be approved by Lender.

If substantially equivalent mortgage insurance coverage is not available, Lender will establish a "loss reserve" as a substitute for the mortgage insurance coverage. I will pay to Lender each month an amount equal to one-twelfth of the yearly mortgage insurance premium (as of the time the coverage lapsed or ceased to be in effect. Lender will retain these payments, and will use these payments to pay for losses that the mortgage insurance would have covered. Lender may choose to no longer require loss reserve payments, if mortgage insurance coverage again becomes available and is obtained. The mortgage insurance coverage must be in the amount and for the period of time required by Lender. The Lender must approve the insurance company providing the coverage.

I will pay the mortgage insurance premiums, or the loss reserve payments, until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums, or the loss reserve payments, in the manner described in Paragraph 2 above.

9. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

10. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

A taking of property by any governmental authority by eminent domain is known as "condemnation". I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking either is equal to, or greater than, the amount of the Sums Secured immediately before the taking, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by a fraction. That fraction is as follows: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

Unless Lender and I agree otherwise in writing or unless the law requires otherwise, if only a part of the Property is taken, and the fair market value of the Property immediately before the taking is less than the amount of the Sums Secured immediately before the taking, the proceeds will be used to reduce the Sums Secured.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

11. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

(A) Borrower's Obligations

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so.

(B) Lender's Rights

Even if Lender does not exercise or enforce any right of Lender under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 21 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and under this Security Instrument.

12. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured. However, if one of us does not sign the Note: (A) that person is signing this Security Instrument only to give that person's rights in the Property to Lender under the terms of this Security Instrument; and (B) that person is not personally obligated to pay the Sums Secured; and (C) that person agrees that Lender may agree with the other Borrowers to delay enforcing any of Lender's rights or to modify or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

13. LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at the address stated in the section above titled "Description of the Property". A notice will be given to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to Lender's address stated in subparagraph (C) of the section above titled "Words Used Often In This Document". A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

15. LAW THAT GOVERNS THIS SECURITY INSTRUMENT

This Security Instrument is governed by federal law and the law that applies in the place where the Property is located. If any term of this Security Instrument or of the Note conflicts with the law, all other terms of this Security Instrument and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Security Instrument and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

16. BORROWER'S COPY

I will be given one conformed copy of the Note and of this Security Instrument.

17. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph 17, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

18. BORROWER'S RIGHT TO HAVE LENDER'S ENFORCEMENT OF THIS SECURITY INSTRUMENT DISCONTINUED

Even if Lender has required immediate payment in full, I may have the right to have enforcement of this Security Instrument discontinued. I will have this right at any time before sale of the Property under any power of sale granted by this Security Instrument or at any time before a judgment has been entered enforcing this Security Instrument if I meet the following conditions:

- (A) I pay to Lender the full amount that then would be due under this Security Instrument and the Note as if immediate payment in full had never been required; and
- (B) I correct my failure to keep any of my other promises or agreements made in this Security Instrument; and
- (C) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees; and
- (D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Security Instrument, and my obligations under the Note and under this Security Instrument continue unchanged.

If I fulfill all of the conditions in this Paragraph 18, then the Note and this Security Instrument will remain in full effect as if immediate payment in full had never been required. However, I will not have the right to have Lender's enforcement of this Security Instrument discontinued if Lender has required immediate payment in full under Paragraph 17 above.

19. NOTE HOLDER'S RIGHT TO SELL THE NOTE OR AN INTEREST IN THE NOTE; BORROWER'S RIGHT TO NOTICE OF CHANGE OF LOAN SERVICER

The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I may not receive any prior notice of these sales.

The entity that collects my monthly payments due under the Note and this Security Instrument is called the "Loan Servicer". There may be a change of the Loan Servicer as a result of the sale of the Note; there also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. The law requires that I be given written notice of any change of the Loan Servicer. The written notice must be given in the manner required under Paragraph 14 above and under applicable law. The notice will state the name and address of the new Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by the law.

20. CONTINUATION OF BORROWER'S OBLIGATIONS TO MAINTAIN AND PROTECT THE PROPERTY

The federal laws and the laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection are called "Environmental Laws". I will not do anything affecting the Property that violates Environmental Laws, and I will not allow anyone else to do so.

Environmental Laws classify certain substances as toxic or hazardous. There are other substances that are considered hazardous for purposes of this Paragraph 20. These are gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Laws and the substances considered hazardous for purposes of this Paragraph 20 are called "Hazardous Substances".

I will not permit Hazardous Substances to be present on the Property. I will not use or store Hazardous Substances on the Property, and I will not allow anyone else to do so. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. However, I may permit the presence on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property, and I may use or store these small quantities on the Property.

If I know of any investigation, claim, demand, lawsuit or other action by the government or by a private party involving the Property and any Hazardous Substance or Environmental Laws, I will promptly notify the Lender in writing. If the government notifies me (or I otherwise learn) that it is necessary to remove a Hazardous Substance affecting the Property or to take other remedial actions, I will promptly take all necessary remedial actions as required by Environmental Laws.

21. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. If all of the conditions stated in subparagraphs (A), (B) and (C) of this Paragraph 21 are met, Lender may do this without making any further demand for payment. This requirement is called "immediate payment in full".

Lender may also require immediate payment in full if any of the events described in Paragraph 17 occur, even if the conditions stated in subparagraphs (A), (B) and (C) below are not met.

If Lender requires immediate payment in full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale". In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law. These costs include reasonable attorneys' fees and costs of title evidence.

Lender may require immediate payment in full under this Paragraph 21 only if all of the following conditions are met:

- (A) I fail to keep any promise or agreement made in this Security Instrument, including the promises to pay when due the Sums Secured.
- (B) Lender sends to me, in the manner described in Paragraph 14 above, a notice that states:
 - (i) The promise or agreement that I failed to keep;
 - (ii) The action that I must take to correct that default;
 - (iii) A date by which I must correct the default. That date must be at least 30 days from the date on which the notice is given;
 - (iv) That if I do not correct the default by the date stated in the notice, Lender may require immediate payment in full, and Lender or another person may acquire the Property by means of foreclosure and sale;
 - (v) That if I meet the conditions stated in Paragraph 18 above, I will have the right to have Lender's enforcement of this Security Instrument discontinued and to have the Note and this Security Instrument remain fully effective as if immediate payment in full had never been required; and
 - (vi) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have.
- (C) I do not correct the default stated in the notice from Lender by the date stated in that notice.

22. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

23. PAYMENT DURING FORECLOSURE

I agree that Lender may accept rents from the Property, hazard insurance proceeds, condemnation awards, and any other monies produced by the Property or paid by me, even though Lender has demanded immediate payment in full and begun foreclosure and sale under Paragraph 21 above. Lender may use such monies to pay off any part of the Sums Secured without affecting Lender's right to continue foreclosure and sale.

24. RIDERS TO THIS SECURITY INSTRUMENT

If one or more riders are signed by Borrower and recorded together with this Security Instrument, the promises and agreements of each rider are incorporated as a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider Condominium Rider 1 - 4 Family Rider
- Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
- Balloon Rider Rate Improvement Rider Second Home Rider
- Other(s) [specify]

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1 through 10 of this Security Instrument and in any rider(s) signed by me and recorded with it.

Thomas E. Ayer (Seal) -Borrower *Ashley R. Martin* (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

_____ (Seal) -Borrower _____ (Seal) -Borrower

Witness: *Beth A. Henderson* Witness: *Beth A. Henderson*

STATE OF MAINE, AROOSTOOK County ss:

On this 2nd day of December ~~November~~, 2015, personally appeared the above named THOMAS E. AYER and ASHLEY R. MARTIN and acknowledged the foregoing instrument to be their free act and deed.

Before me *Beth A. Henderson*
 Notary Public, HENDERSON (Seal)
 NOTARY PUBLIC, MAINE
 MY COMMISSION EXPIRES
 MAY 27, 2021
 Printed Name // Commission Expires

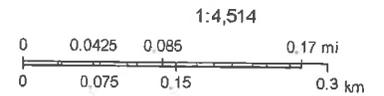
Loan Origination Organization: Aroostook County Federal Savings and Loan Association
 NMLS ID 501691
 Loan Originator: Beth A. Henderson
 NMLS ID: 665212

Maine Geoparcels Map



3/5/2018, 11:14:15 AM

Parcels
Parcel IDs



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Maine Geolibary
Not for legal description of property. User assumes any risk associated with this map and data it contains.

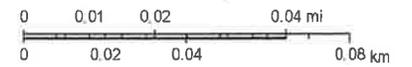
Maine Geoparcels Map



3/5/2018, 11:15:15 AM

- Parcels
- Parcel IDs

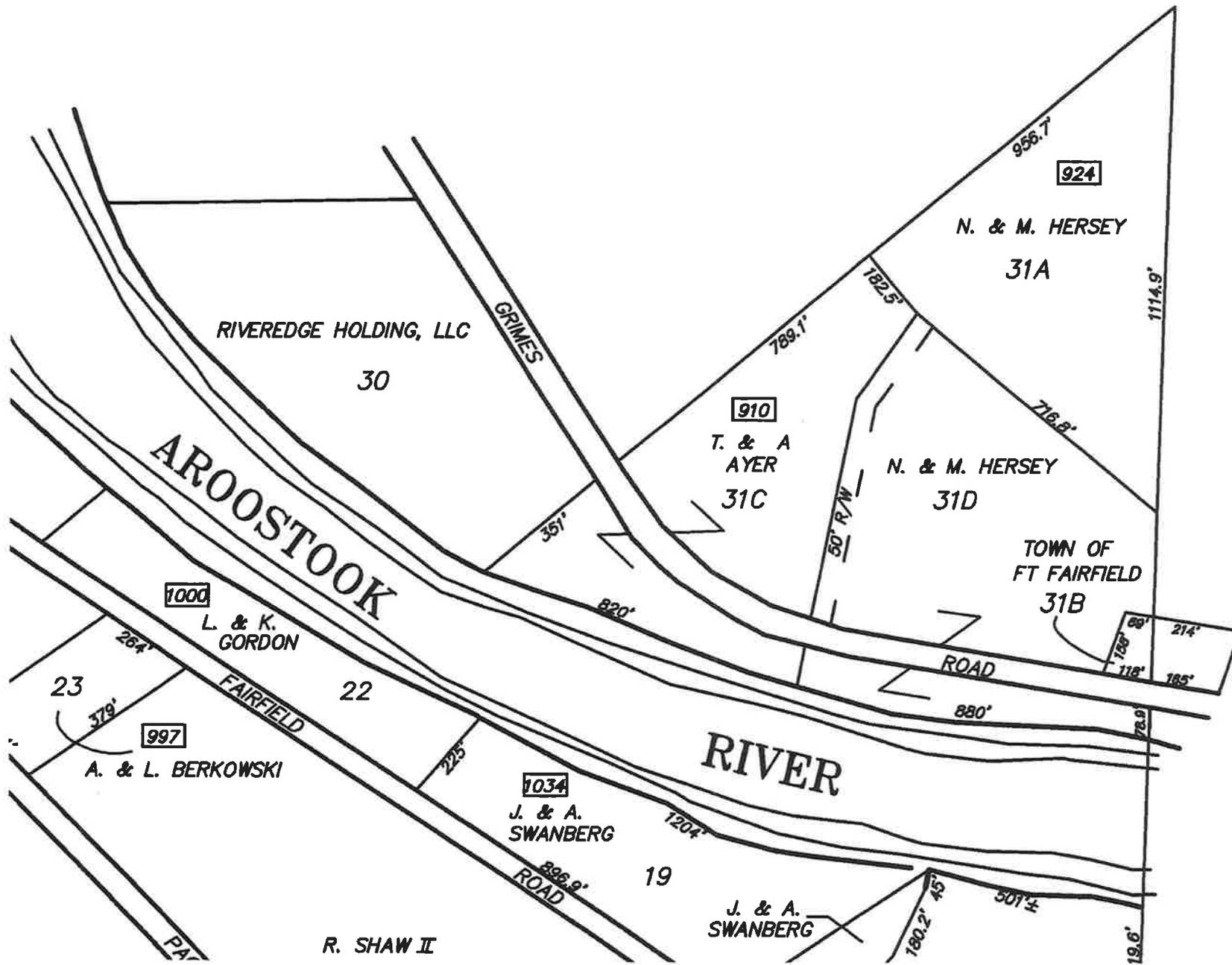
1:1,128



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Not for legal description of property. User assumes any risk associated with this map and data it contains. Maine Geolibary

HE



AYER, THOMAS E. & ASHLEY R.

910 GRIMES ROAD

CARIBOU ME 04736
B5632P33

Previous Owner
AYER, THOMAS E. & MARTIN, ASHLEY R.
910 GRIMES ROAD

CARIBOU ME 04736
Sale Date: 2/09/2017

Previous Owner
RESCHKE, MARK S. AND CAROLYN S.
10054 CEDAR SPRINGS DR

SANTEE CA 92071 1101
Sale Date: 12/02/2015

Inspection Witnessed By:

| X | Date |
|----------|-------------|
| No./Date | Description |
| | Date Insp. |
| | |
| | |
| | |

Notes:
REVIEWED FOR 2017 - CONDITION TO AVERAGE

Caribou

| Property Data | | | Assessment Record | | | | |
|---|--|--|-------------------|--------|-----------|--------|---------|
| Neighborhood 11 | | | Year | Land | Buildings | Exempt | Total |
| Tree Growth Year 0 | | | 2004 | 10,500 | 130,100 | 0 | 140,600 |
| X Coordinate 0 | | | 2005 | 15,200 | 130,100 | 13,000 | 132,300 |
| Y Coordinate 0 | | | 2006 | 15,200 | 130,100 | 11,500 | 133,800 |
| Zone/Land Use 48 Waterfront | | | 2007 | 15,200 | 141,100 | 11,500 | 144,800 |
| Secondary Zone | | | 2008 | 15,200 | 141,100 | 11,500 | 144,800 |
| | | | 2009 | 15,200 | 141,100 | 11,500 | 144,800 |
| Topography 2 Rolling | | | 2010 | 15,200 | 141,100 | 8,500 | 147,800 |
| 1.Level 4.Below St 7.LevelBog | | | 2012 | 30,600 | 284,600 | 10,000 | 305,200 |
| 2.Rolling 5.Low 8. | | | 2013 | 30,600 | 284,600 | 10,000 | 305,200 |
| 3.Above St 6.Swampy 9. | | | 2014 | 30,600 | 284,600 | 10,000 | 305,200 |
| Utilities 4 Drilled Well 7 Septic System | | | 2015 | 30,600 | 257,200 | 10,000 | 277,800 |
| 1.Public 4.Dr Well 7.Septic | | | 2016 | 30,600 | 257,200 | 0 | 287,800 |
| 2.Water 5.Dug Well 8.Holding Ta | | | 2017 | 30,600 | 217,600 | 0 | 248,200 |
| 3.Sewer 6.Shared Wel 9.None | | | | | | | |
| Street 1 Paved | | | | | | | |
| 1.Paved 4.Proposed 7. | | | | | | | |
| 2.Semi Imp 5.R/O/W 8. | | | | | | | |
| 3.Gravel 6. 9.None | | | | | | | |
| TG PLAN YEAR 0 | | | 11. | | | | |
| ACTION NEEDED 0 | | | 12. | | | | |
| | | | 13. | | | | |
| | | | 14. | | | | |
| | | | 15. | | | | |
| | | | 16. | | | | |
| | | | 17. | | | | |
| | | | 18. | | | | |
| | | | 19. | | | | |
| | | | 20. | | | | |
| | | | 21. | | | | |
| | | | 22. | | | | |
| | | | 23. | | | | |
| | | | 24. | | | | |
| | | | 25. | | | | |
| | | | 26. | | | | |
| | | | 27. | | | | |
| | | | 28. | | | | |
| | | | 29. | | | | |
| | | | 30. | | | | |
| | | | 31. | | | | |
| | | | 32. | | | | |
| | | | 33. | | | | |
| | | | 34. | | | | |
| | | | 35. | | | | |
| | | | 36. | | | | |
| | | | 37. | | | | |
| | | | 38. | | | | |
| | | | 39. | | | | |
| | | | 40. | | | | |
| | | | 41. | | | | |
| | | | 42. | | | | |
| | | | 43. | | | | |
| | | | 44. | | | | |
| | | | 45. | | | | |
| | | | 46. | | | | |

Land Data

| Front Foot | Type | Effective | | Influence | | Influence Codes |
|----------------------|------|-----------|-------|-----------|------|-------------------|
| | | Frontage | Depth | Factor | Code | |
| | | | | % | | 1.Use |
| | | | | % | | 2.R/W |
| | | | | % | | 3.Topography |
| | | | | % | | 4.Size/Shape |
| | | | | % | | 5.Access |
| | | | | % | | 6.Restriction |
| | | | | % | | 7.Vacancy |
| | | | | % | | 8.Semi-Improved |
| | | | | % | | 9.Fract Share |
| | | | | % | | Acres |
| | | | | % | | 30.Rear Land 3 |
| | | | | % | | 31.Rear Land 4 |
| | | | | % | | 32. |
| | | | | % | | 33. |
| | | | | % | | 34.Tillable |
| | | | | % | | 35.Pasture |
| | | | | % | | 36.Orchard |
| | | | | % | | 37.Softwood TG |
| | | | | % | | 38.Mixed Wood TG |
| | | | | % | | 39.Hardwood TG |
| | | | | % | | 40.Wasteland |
| | | | | % | | 41.Gravel Pit |
| | | | | % | | 42.Mobile Home Ho |
| | | | | % | | 43. |
| | | | | % | | 44.Lot Improvemen |
| | | | | % | | 45.Mobile Home Pa |
| | | | | % | | 46.Golf Course pe |
| Total Acreage | | 9.40 | | | | |

76

Caribou

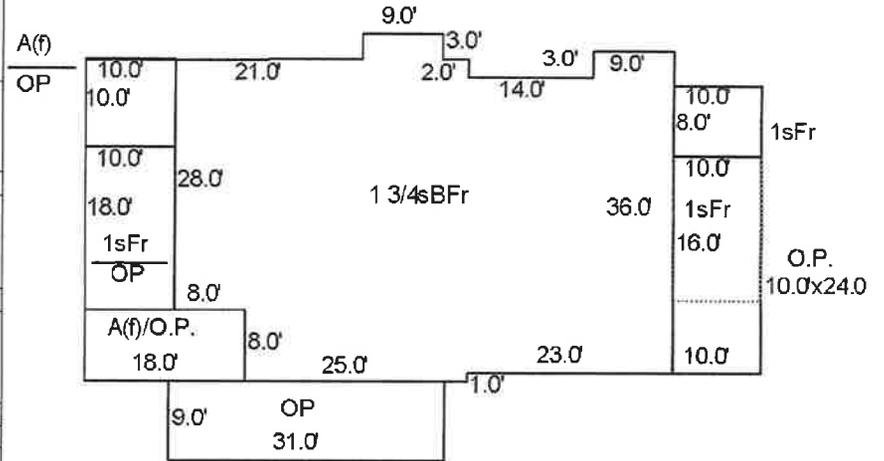
Map Lot 006-031-C

Account 4626

Location 910 GRIMES ROAD

Card 1 Of 2 3/05/2018

| | | |
|--|--|------------------------------------|
| Building Style 1 Conventional | SF Bsmt Living 1453 | Layout 1 Typical |
| 1.Conv. 5.Colonial 9.Condo | Fin Bsmt Grade 2 100 | 1.Typical 4. 7. |
| 2.Ranch 6.Split 10.Log | OPEN 5 OPTIONAL 0 | 2.Inadeq 5. 8. |
| 3.R Ranch 7.Contemp 11.Other | Heat Type 100% 1 Hot Water BB | 3. 6. 9. |
| 4.Cape 8.Cottage 12.Gambrel | 1.HWBB 5.FWA 9.No Heat | Attic 9 None |
| Dwelling Units 1 | 2.HWCI 6.GravWA 10. | 1.1/4 Fin 4.Full Fin 7. |
| Other Units 0 | 3.H Pump 7.Electric 11. | 2.1/2 Fin 5.F/Stair 8. |
| Stories 5 One & 3/4 Story | 4.Radiant 8.F/Wall 12. | 3.3/4 Fin 6. 9.None |
| 1.1 4.1.5 7.3.50 | Cool Type 0% 9 None | Insulation 4 Minimal |
| 2.2 5.1.75 8.4 | 1.Refrig 4.W&C Air 7. | 1.Full 4.Minimal 7. |
| 3.3 6.2.5 9. | 2.Evapor 5. 8. | 2.Heavy 5.Partial 8. |
| Exterior Walls 5 Shingles | 3.H Pump 6. 9.None | 3.Capped 6. 9.None |
| 1.Wood 5.Shingles 9.Other | Kitchen Style 2 Typical | Unfinished % 0% |
| 2.Vinyl 6.Brick 10.Alum | 1.Modern 4.Obsolete 7. | Grade & Factor 4 Good 100% |
| 3.Compos. 7.Single 11.Log | 2.Typical 5. 8. | 1.E Grade 4.B Grade 7.AAA Grad |
| 4.Asbestos 8.Concrete 12.Stone | 3.Old Type 6. 9.None | 2.D Grade 5.A Grade 8.MS Grade |
| Roof Surface 1 Asphalt Shingles | Bath(s) Style 2 Typical Bath(s) | 3.C Grade 6.AA Grade 9.Same |
| 1.Asphalt 4.Composit 7. | 1.Modern 4.Obsolete 7. | SQFT (Footprint) 1937 |
| 2.Slate 5.Wood 8. | 2.Typical 5. 8. | Condition 4 Average |
| 3.Metal 6.Rolled R 9. | 3.Old Type 6. 9.None | 1.Poor 4.Avg 7.V G |
| SF Masonry Trim 0 | # Rooms 0 | 2.Fair 5.Avg+ 8.Exc |
| OPEN-3-CUSTOM 0 | # Bedrooms 0 | 3.Avg- 6.Good 9.Same |
| OPEN-4-CUSTOM 0 | # Full Baths 3 | Phys. % Good 0% |
| Year Built 1905 | # Half Baths 1 | Funct. % Good 100% |
| Year Remodeled 0 | # Addn Fixtures 3 | Functional Code 2 Overbuilt |
| Foundation 1 Concrete | # Fireplaces 1 | 1.Incomp 4.Plb/Heat 7. |
| 1.Concrete 4.Wood 7.ICF | | 2.O-Built 5. 8.Frac Sha |
| 2.C Block 5.Slab 8. | | 3.Style 6. 9.None |
| 3.Br/Stone 6.Piers 9. | | Econ. % Good 100% |
| Basement 4 Full Basement | | Economic Code Location |
| 1.1/4 Bmt 4.Full Bmt 7. | | 0.None 3.No Power 7. |
| 2.1/2 Bmt 5.Crawl Sp 8. | | 1.Location 4.Generate 8. |
| 3.3/4 Bmt 6. 9.None | | 2.Encroach 9.None 9. |
| Bsmt Gar # Cars 0 | | Entrance Code 5 Estimated |
| Wet Basement 1 Dry Basement | | 1.Interior 4.Vacant 7. |
| 1.Dry 4.Dirt 7. | | 2.Refusal 5.Estimate 8.Exist R |
| 2.Damp 5. 8. | | 3.Informed 6.Hanger 9. |
| 3.Wet 6. 9. | | Information Code 5 Estimate |
| | | 1.Owner 4.Agent 7.Vacant |
| | | 2.Relative 5.Estimate 8.Exist R |
| | | 3.Tenant 6.Other 9.For Sale |



Date Inspected 9/29/2010

| Additions, Outbuildings & Improvements | | | | | | | | |
|--|------|-------|-------|------|-------|--------|-------------|-------------------|
| Type | Year | Units | Grade | Cond | Phys. | Funct. | Sound Value | |
| 29 Finished Attic | 0 | 100 | 0 0 | 0 | 0 % | 0 % | | 1.One Story Fram |
| 21 Open Frame | 0 | 100 | 0 0 | 0 | 0 % | 0 % | | 2.Two Story Fram |
| 1 One Story Frame | 0 | 180 | 0 0 | 0 | 0 % | 0 % | | 3.Three Story Fr |
| 21 Open Frame | 0 | 180 | 0 0 | 0 | 0 % | 0 % | | 4.1 & 1/2 Story |
| 29 Finished Attic | 0 | 144 | 0 0 | 0 | 0 % | 0 % | | 5.1 & 3/4 Story |
| 21 Open Frame | 0 | 144 | 0 0 | 0 | 0 % | 0 % | | 6.2 & 1/2 Story |
| 21 Open Frame | 0 | 279 | 0 0 | 0 | 0 % | 0 % | | 21.Open Frame Por |
| 21 Open Frame | 0 | 240 | 0 0 | 0 | 0 % | 0 % | | 22.Encl Frame Por |
| 1 One Story Frame | 0 | 160 | 0 0 | 0 | 0 % | 0 % | | 23.Frame Garage |
| 1 One Story Frame | 0 | 80 | 0 0 | 0 | 0 % | 0 % | | 24.Frame Shed |
| | | | | | | | | 25.Finished 1/2 S |
| | | | | | | | | 26.1sFr Overhang |
| | | | | | | | | 27.Unfin Basement |
| | | | | | | | | 28.Unfinished Att |
| | | | | | | | | 29.Finished Attic |



AYER, THOMAS E. & ASHLEY R.

910 GRIMES ROAD

CARIBOU ME 04736
B5632P33

Previous Owner
AYER, THOMAS E. & MARTIN, ASHLEY R.
910 GRIMES ROAD

CARIBOU ME 04736
Sale Date: 2/09/2017

Previous Owner
RESCHKE, MARK S. AND CAROLYN S.
10054 CEDAR SPRINGS DR

SANTEE CA 92071 1101
Sale Date: 12/02/2015

Inspection Witnessed By:

| No./Date | Description | Date Insp. |
|----------|-------------|------------|
| X | | |
| | | |
| | | |

Notes:

Caribou

| Property Data | | |
|------------------|--------------------|-----------------|
| Neighborhood | 11 | |
| Tree Growth Year | 0 | |
| X Coordinate | 0 | |
| Y Coordinate | 0 | |
| Zone/Land Use | 48 Waterfront | |
| Secondary Zone | | |
| Topography | 2 Rolling | |
| 1.Level | 4.Below St | 7.LevelBog |
| 2.Rolling | 5.Low | 8. |
| 3.Above St | 6.Swampy | 9. |
| Utilities | 4 Drilled Well | 7 Septic System |
| 1.Public | 4.Dr Well | 7.Septic |
| 2.Water | 5.Dug Well | 8.Holding Ta |
| 3.Sewer | 6.Shared Wel | 9.None |
| Street | 1 Paved | |
| 1.Paved | 4.Proposed | 7. |
| 2.Semi Imp | 5.R/O/W | 8. |
| 3.Gravel | 6. | 9.None |
| TG PLAN YEAR | 0 | |
| ACTION NEEDED | 0 | |
| Sale Data | | |
| Sale Date | 2/09/2017 | |
| Price | | |
| Sale Type | 2 Land & Buildings | |
| 1.Land | 4.Mobile | 7.C/I L&B |
| 2.L & B | 5.Other | 8. |
| 3.Building | 6.C/I Land | 9. |
| Financing | 9 Unknown | |
| 1.Convent | 4.Seller | 7. |
| 2.FHA/VA | 5.Private | 8. |
| 3.Assumed | 6.Cash | 9.Unknown |
| Validity | 2 Related Parties | |
| 1.Valid | 4.Split | 7.Renovate |
| 2.Related | 5.Partial | 8.Other |
| 3.Distress | 6.Exempt | 9. |
| Verified | 5 Public Record | |
| 1.Buyer | 4.Agent | 7.Family |
| 2.Seller | 5.Pub Rec | 8.Other |
| 3.Lender | 6.MLS | 9. |

| Assessment Record | | | | | |
|-------------------|------|-----------|--------|--------|--|
| Year | Land | Buildings | Exempt | Total | |
| 2012 | 0 | 21,300 | 0 | 21,300 | |
| 2013 | 0 | 21,300 | 0 | 21,300 | |
| 2014 | 0 | 21,300 | 0 | 21,300 | |
| 2015 | 0 | 21,300 | 0 | 21,300 | |
| 2016 | 0 | 21,300 | 0 | 21,300 | |
| 2017 | 0 | 21,300 | 0 | 21,300 | |

| Land Data | | | | | | |
|------------|------|-----------|-------|--------------------|------|-------------------|
| Front Foot | Type | Effective | | Influence | | Influence Codes |
| | | Frontage | Depth | Factor | Code | |
| 11. | | | | % | | 1.Use |
| 12. | | | | % | | 2.R/W |
| 13. | | | | % | | 3.Topography |
| 14. | | | | % | | 4.Size/Shape |
| 15. | | | | % | | 5.Access |
| | | | | % | | 6.Restriction |
| | | | | % | | 7.Vacancy |
| | | | | % | | 8.Semi-Improved |
| | | | | % | | 9.Fract Share |
| | | | | % | | Acres |
| | | | | % | | 30.Rear Land 3 |
| | | | | % | | 31.Rear Land 4 |
| | | | | % | | 32. |
| | | | | % | | 33. |
| | | | | % | | 34.Tillable |
| | | | | % | | 35.Pasture |
| | | | | % | | 36.Orchard |
| | | | | % | | 37.Softwood TG |
| | | | | % | | 38.Mixed Wood TG |
| | | | | % | | 39.Hardwood TG |
| | | | | % | | 40.Wasteland |
| | | | | % | | 41.Gravel Pit |
| | | | | % | | 42.Mobile Home |
| | | | | % | | 43. |
| | | | | % | | 44.Lot Improvemen |
| | | | | % | | 45.Mobile Home Pa |
| | | | | % | | 46.Golf Course pe |
| | | | | Total Acreage 0.00 | | |

28

Caribou

Map Lot 006-031-C

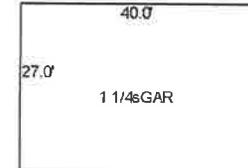
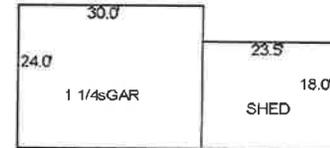
Account 4626

Location 910 GRIMES ROAD

Card 2 Of 2

3/05/2018

| | | | | | | | | | | | |
|---------------------------------|------------|------------|---|------------|------------|---------------------------|------------|------------|---------------------------|------------|------------|
| Building Style | | | SF Bsmt Living | | | Layout | | | | | |
| 1.Conv. | 5.Colonial | 9.Condo | Fin Bsmt Grade | | | 1.Typical | 4. | 7. | | | |
| 2.Ranch | 6.Split | 10.Log | OPEN 5 OPTIONAL | | | 2.Inadeq | 5. | 8. | | | |
| 3.R Ranch | 7.Contemp | 11.Other | Heat Type 100% | | | 3. | 6. | 9. | | | |
| 4.Cape | 8.Cottage | 12.Gambrel | 1.HWBB | 5.FWA | 9.No Heat | Attic | | | | | |
| Dwelling Units | | | 2.HWCI | 6.GravWA | 10. | 1.1/4 Fin | 4.Full Fin | 7. | | | |
| Other Units | | | 3.H Pump | 7.Electric | 11. | 2.1/2 Fin | 5.F/Stair | 8. | | | |
| Stories | | | 4.Radiant | 8.F/Wall | 12. | 3.3/4 Fin | 6. | 9.None | | | |
| 1.1 | 4.1.5 | 7.3.50 | Cool Type 0% | | | Insulation | | | | | |
| 2.2 | 5.1.75 | 8.4 | 1.Refrig | 4.W&C Air | 7. | 1.Full | 4.Minimal | 7. | | | |
| 3.3 | 6.2.5 | 9. | 2.Evapor | 5. | 8. | 2.Heavy | 5.Partial | 8. | | | |
| Exterior Walls | | | 3.H Pump | 6. | 9.None | 3.Capped | 6. | 9.None | | | |
| 1.Wood | 5.Shingles | 9.Other | Kitchen Style | | | Unfinished % | | | | | |
| 2.Vinyl | 6.Brick | 10.Alum | 1.Modern | 4.Obsolete | 7. | Grade & Factor | | | | | |
| 3.Compos. | 7.Single | 11.Log | 2.Typical | 5. | 8. | 1.E Grade | 4.B Grade | 7.AAA Grad | | | |
| 4.Asbestos | 8.Concrete | 12.Stone | 3.Old Type | 6. | 9.None | 2.D Grade | 5.A Grade | 8.MS Grade | | | |
| Roof Surface | | | Bath(s) Style | | | 3.C Grade | 6.AA Grade | 9.Same | | | |
| 1.Asphalt | 4.Composit | 7. | 1.Modern | 4.Obsolete | 7. | SQFT (Footprint) | | | | | |
| 2.Slate | 5.Wood | 8. | 2.Typical | 5. | 8. | Condition | | | | | |
| 3.Metal | 6.Rolled R | 9. | 3.Old Type | 6. | 9.None | 1.Poor | 4.Avg | 7.V G | | | |
| SF Masonry Trim | | | # Rooms | | | 2.Fair | 5.Avg+ | 8.Exc | | | |
| OPEN-3-CUSTOM | | | # Bedrooms | | | 3.Avg- | 6.Good | 9.Same | | | |
| OPEN-4-CUSTOM | | | # Full Baths | | | Phys. % Good | | | | | |
| Year Built | | | # Half Baths | | | Funct. % Good | | | | | |
| Year Remodeled | | | # Addn Fixtures | | | Functional Code | | | | | |
| Foundation | | | # Fireplaces | | | 1.Incomp | 4.Plb/Heat | 7. | | | |
| 1.Concrete | 4.Wood | 7.ICF |  | | | | | | 2.O-Built | 5. | 8.Frac Sha |
| 2.C Block | 5.Slab | 8. | | | | | | | 3.Style | 6. | 9.None |
| 3.Br/Stone | 6.Piers | 9. | | | | | | | Econ. % Good | | |
| Basement | | | | | | | | | Economic Code | | |
| 1.1/4 Bmt | 4.Full Bmt | 7. | | | | | | | 0.None | 3.No Power | 7. |
| 2.1/2 Bmt | 5.Crawl Sp | 8. | | | | | | | 1.Location | 4.Generate | 8. |
| 3.3/4 Bmt | 6. | 9.None | | | | | | | 2.Encroach | 9.None | 9. |
| Bsmt Gar # Cars | | | | | | | | | Entrance Code 0 | | |
| Wet Basement | | | | | | | | | Information Code 0 | | |
| 1.Dry | 4.Dirt | 7. | | | | | | | 1.Interior | 4.Vacant | 7. |
| 2.Damp | 5. | 8. | 2.Refusal | 5.Estimate | 8.Exist R | | | | | | |
| 3.Wet | 6. | 9. | 3.Informed | 6.Hanger | 9. | | | | | | |
| Date Inspected 9/29/2010 | | | Information Code 0 | | | | | | | | |
| | | | 1.Owner | 4.Agent | 7.Vacant | | | | | | |
| | | | 2.Relative | 5.Estimate | 8.Exist R | | | | | | |
| | | | 3.Tenant | 6.Other | 9.For Sale | | | | | | |



| Additions, Outbuildings & Improvements | | | | | | | | | |
|--|------|-------|-------|------|-------|--------|-------------|-------------------|--|
| Type | Year | Units | Grade | Cond | Phys. | Funct. | Sound Value | | |
| 71 11/4s Garage | 1 | 720 | 3 105 | 4 | 0 % | 75 % | | 1.One Story Fram | |
| 24 Frame Shed | 1 | 423 | 3 105 | 4 | 0 % | 75 % | | 2.Two Story Fram | |
| 71 11/4s Garage | 1975 | 1080 | 3 100 | 4 | 0 % | 75 % | | 3.Three Story Fr | |
| | | | | | % | % | | 4.1 & 1/2 Story | |
| | | | | | % | % | | 5.1 & 3/4 Story | |
| | | | | | % | % | | 6.2 & 1/2 Story | |
| | | | | | % | % | | 21.Open Frame Por | |
| | | | | | % | % | | 22.Encl Frame Por | |
| | | | | | % | % | | 23.Frame Garage | |
| | | | | | % | % | | 24.Frame Shed | |
| | | | | | % | % | | 25.Finished 1/2 S | |
| | | | | | % | % | | 26.1SFr Overhang | |
| | | | | | % | % | | 27.Unfin Basement | |
| | | | | | % | % | | 28.Unfinished Att | |
| | | | | | % | % | | 29.Finished Attic | |



State of California

Receipt

*** RECEIPT ***
GIVEN TO JAMES W. HAYES 10/20/50
FOR \$90.00
FRANCIS CLARENCE TOWNSEND
STATE DESIGN FEE NONE
STATE DESIGN FEE 90.00
Total: 90.00
Paid to: THERON AYER AND GARLEY & S.
*** RECEIPT ***

Check # 79.00
\$90.00 90.00



OFFICE OF ZONING ADMINISTRATOR/CEO

CARIBOU, MAINE

To: Chairman White and Members of the Planning Board
From: Ken Murchison, Zoning Administrator & CEO
Date: April 6, 2018
Re: Use Permit Application – Overhead Door Sales & Service

A general Use permit was submitted March 29, 2018 on behalf of David and Kimberly Ripley by Josh Cheney for an Overhead Door Sales and Service Business at 320 Bowles Road, Map 156 Lot 6-C. This property is in the R-3 Zone and is an appropriate land use for this area. This business will be conducted from a garage on the property built in 2008. Upon review, it was noted that the property is adjacent to the Resource Protection Zone related to the Little Madawaska River. Research found that at the time of the garage construction, it was not considered to be within the Resource Protection Zone by the CEO. This permit is presented to the Planning Board April 12, 2018 for their consideration.



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954
www.cariboumaine.org

Use Permit Application Public Hearing Notification fee \$90.00

Date Received: _____

If Planning Board approval is required for your requested use, please be aware that the Board meets on the second Thursday of each month. Your application must be received in the Code Enforcement Office at least 15 business days in advance of the meeting in order to meet notification requirements. Please provide a dimensional site plan of your property showing the location of all buildings, parking and access from the public way.

Owner of Property: David and Kimberly Ripley Phone: (518) 858-6455

Mailing Address: c/o Josh Cheney, RE/MAX Central - 207-227-4631

612 Main Street, Presque Isle, ME 04769

Location of Property: 320 Bowles Road, Caribou

Tax Map: 15 Lot Number: 6C Zone: R-3

Requested Use: Sales and service of overhead garage doors

Signature of Applicant: _____

Date: 3-28-18



City of Caribou

----- R e c e i p t -----

*** REPRINT ***

03/30/18 1:27 PM ID:KJH

TYPE----- REF---

#3676-1
AMOUNT

**DAVID & KIMBERLY RIPLEY

SITE DESIGN REVIE

SITE DESIGN FEE

90.00

Total: 90.00*

Paid By: JOSHUA CHENEY

Remainins Balance: 0.00

Check : 90.00

289 - 90.00

Code Enforcement - Inspections Permit Fee Payments at front counter - first floor.

Date: March 22, 2018

Customer Name: David and Kimberly Ripley

\$

13 - Building Permit: Flat \$50 fee _____

14 - Plumbing permit: 75% Caribou _____

25% State _____

Shellfish Surcharge: \$15.00 (full system – external only) _____

53 – Zoning Document fee: _____

54 – Site Design Application: \$90 + \$10 / 2000 sq ft 90.00

55 – Board of Appeals Application: _____

56 – Certificate of Occupancy: \$25.00 _____

57 – Demolition Permit: \$25.00 – waived if received in advance _____

58 – Sign Permit: \$50.00 per sign X _____ = _____

59 – Subdivision Application: \$180 (first three) + \$10/each add'l _____

61 – Heating Equip. Installation Permit: \$20.00 each X _____ = _____

62 – Misc. Inspection Service: \$40.00 each X _____ = _____

TOTAL: \$ 90.00

Plumbing Inspections: Please call Steve Wentworth, LPI 551-1007

Building Inspections: Please call Tony 493-5966

Planning Board agenda items: Please call Ken 493-5967



OFFICE OF ZONING ADMINISTRATOR/CEO

CARIBOU, MAINE

To: Chairman White and Members of the Planning Board
From: Ken Murchison, Zoning Administrator & CEO
Date: April 6, 2018
Re: Home Occupation Application – Personal Training Services

March 21, 2018 a Home Occupation Application was submitted for Marilee Scott DBA Bethesda Project Fitness at 515 Main Street Apartment 6, Map 25, Lot 85 in the C-2 Zone. Ms. Scott proposes to offer Personal Training Services offered from her residence and conducted at individual client and program sites. This is a compatible use in the C-2 District and within the definitions in the City of Caribou Code Chapter 13 section 13-700 General Requirements of Land Use, Home Occupations. This permit was approved March 23, 2018 by CEO.



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 493-4228
www.cariboumaine.org

March 23, 2018 (VIA Electronic Mail)

Marilee Scott
515 Maine St. Apt 6
Caribou, ME 04736

RE: Home Occupation Application

Marilee,

Thanks for meeting to discuss your proposed Personal Training Home Occupation. I am pleased to approve your Application for Home Occupation, located on Map 25 Lot 85 in the C-2 District at 515 Maine Street, Apt. 6, Caribou, Maine.

As represented in your Home Occupation Application submitted for CEO approval, I find that this use is compatible with the definitions in the City of Caribou Code, Chapter 13-203 Establishment of Districts 5. Commercial – two (C-2) Zone and in Chapter Sec. 13-700 General Requirements for Land Uses, Home Occupations 13. Home Occupations.

Please let me know if you have any questions regarding this authorization or if I may be of any further assistance.

Best of luck in your venture.

Sincerely,

Kenneth Murchison
Zoning administrator
Code Enforcement Officer

CC: Penny Thompson, Tax Assessor
Tony Michaud, Deputy Building Official



City of Caribou Home Occupation Application

Planning & Code Enforcement
25 High St.
Caribou, Maine 04736
(207) 493-3324 X 3
pthompson@cariboumaine.org

Note to Applicant: Complete this application and return it with the required documents. In addition, the required fee must be returned along with this completed application. Make checks payable to: "City of Caribou", in the amount of \$90.00.

Please print or type all information

Name of Applicant: Marilee E. Scott
Business Name: Bethesda Project Fitness
Location of Property (Street Locations): 515 Main Street, Apt. #6 Caribou, ME 04736
City of Caribou Tax Map: 25 Lot: 85 Zone: C-2

Applicant Information

Person and address to which all correspondence regarding this application should be sent to:

Marilee Scott Phone: 207-227-6234
515 Main Street Apt. #6
Caribou, ME 04736 E-mail: marileescott15@gmail.com

Name of Land Surveyor, Engineer, Architect or other Design Professionals.
(Attach list if needed, please write "N/A" if not applicable)

N/A Phone: _____
Phone: _____

What legal interest does the applicant have in property to be developed (ownership, owner's representative, option, purchase & sales contract, etc?)

(Attach supportive legal documentation)

Please describe business, including services offered and estimated impacts on traffic, noise, and environmental impacts

- personal training offered from a Biblical approach (if desired)
- personal training offered at select locations as well as in-home services
- Workout subscriptions, body measurements, nutritional advice, accountability
- classes (at select locations)

General Information

Aroostook County Registry of Deeds: Book # _____ Page # _____

What interest does the applicant have in any abutting property? _____

Is any portion of the property within 250 feet of the normal high water line of a lake, pond, river, or wetland or within 75 feet of any stream? () Yes () No

Is any portion of the property within a Flood Hazard Zone? () Yes () No

Total sq ft of residence: _____ Total sq ft of residence to be developed: _____

Has this land been part of a subdivision in the past five years? () Yes () No

Indicate any restrictive covenants currently in the deed: _____

(Attach deed)

Anticipated start date for construction: ____/____/____ Anticipated Completion: ____/____/____

Water Supply: Private Well: () Public Water Supply: ()

Sewerage Disposal: Private SSWD: () Public Sewer: ()

Estimated sewerage disposal gallons per day: (_____/day)

Does the building require plan review by the State Fire Marshal Office? () Yes () No
(Attach Barrier Free and Construction Permits from SFMO)

Have the plans been reviewed & approved by the Caribou Fire Chief? () Yes () No

Does the building have an automatic sprinkler system? () Yes () No

Does the building have an automatic fire detection system? () Yes () No

Plan Review Criteria Checklist

- 1. ___ A copy of the deed to the property, option to purchase the property, or other documentation to demonstrate right, title, or interest in the property on the part of the applicant.
- 2. ___ Names and addresses of all abutting landowners (from assessing office).
- 3. ___ Copy of tax card and tax map for property with zoning designation (from assessing office)
- 4. ___ 1 complete set of plans, showing the following:
 - ___ a. Graphic scale and north arrow.
 - ___ b. Location and dimensions of any existing or proposed easements (from deed)
 - ___ c. Size, shape, and location of existing and proposed buildings on the site including dimensions of the buildings and setbacks from property lines.
 - ___ d. Access for Emergency Vehicles, location and layout design of vehicular parking, circulation areas, loading areas, and walkways including curb cuts, driveways, parking space and vehicle turn around areas.
 - ___ e. Location and names of streets adjacent to the proposed development and rights-of-way (from deed).
 - ___ f. Conceptual treatment of landscaping buffers, screens, and plantings.
 - ___ g. Location of outdoor storage areas, fences, signage and accessory structures.
 - ___ h. All proposed signage and exterior lighting including the location, size and wording of all signs and location and type of exterior lights.

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

Signature of Applicant: Marilu Smith Date: 3/21/18

Planning Board Requirements Checklist

- _____ The home occupation shall only employ residents of the dwelling unit.
- _____ The home occupation shall be carried on entirely within the principle or accessory structure.
- _____ The home occupation shall not occupy more than 50% of the total floor area of the principle dwelling structure. Accessory structures used for the home occupation may use up to 100%.
- _____ No client or customer shall be allowed on any floor other than the first floor ground level unless the structure is protected throughout with a State Fire Marshal approved sprinkler system.
- _____ Objectionable noise, vibrations, smoke, dust, electrical disturbance, odors, heat, glare or other nuisances are not permitted.
- _____ No on-street parking is allowed for clients or customers.
- _____ All means of egress/ingress are consistent with NFPA Life Safety Code 101 and the Americans with Disabilities Act.

Home Occupation Application for: _____

Address: _____

Approved by the Caribou Planning Board

Date: ____ / ____ / ____

Signed:

Chairman, Caribou Planning Board

Conditions of Approval:

- A. Fire hydrants connected to the public water supply system shall be located no further than 500 feet from any building.
- B. Hydrants or other provisions for drafting water shall be provided to the specifications of the Fire Department. Minimum pipe size connecting dry hydrants to ponds or storage vaults shall be six (6) inches.
- C. Where a dry hydrant or other water source is not within the right-of-way of a proposed or existing street, an easement to the City shall be provided to allow access. A suitable accessway to the hydrant or other water source shall be constructed.
- D. A proposed subdivision of 5-10 lots not served by a public water supply shall provide for a minimum storage capacity of 10,000 gallons. Additional storage capacity of 2,000 gallons per lot over 10 lots shall be provided. The Planning Board may require additional storage capacity upon a recommendation from the Fire Chief. Where ponds are proposed for water storage, the capacity of the pond shall be calculated based on the lowest water level less an equivalent of three (3) feet of ice.

13. Home Occupations.

Home occupations shall be incidental to the residential use of the property. No Home Occupation is allowed without first obtaining a Permit from the Code Enforcement & Planning Office. As of January 1, 2013 Home Occupation Site Design Review Applications shall have an initial fee of \$90.00.

Home occupations shall be allowed in any zone, and

All Home Occupations activity shall be restricted to within the interior of the primary or an accessory structure, and

There shall be no change in the outside appearance of the buildings or premise that shall cause the premise to differ from its residential character by use of colors, materials, construction, lighting, sounds, or noises. The Home Occupation shall be identified by no more than one free standing single or double sided yard sign or one sign on the building, no sign face to exceed two square feet in area, and

There shall be no exterior storage of materials, such as, but not limited to, trash and or any other materials used in the Home Occupation, and

The following requirements shall be satisfactorily demonstrated to the Planning Board before a permit is issued:

1. The home occupation shall employ only residents of the dwelling unit.
2. The home occupation shall be carried on wholly within the principal or accessory structure.
3. The home occupation shall not occupy more than 50% of the total floor area of the principal dwelling structure. Accessory structures used for the Home Occupation may use up to 100% of the floor area.
4. No client or customer shall be allowed on any floor level other than the first floor ground floor level unless the structure is protected throughout with a State Fire Marshal approved sprinkler system.
5. Objectionable noise, vibrations, smoke, dust, electrical disturbance, odors, heat, glare, or other nuisance shall not be permitted.
6. No on street parking is allowed for clients or customers.
7. All means of ingress and egress to and from all areas accessible to clients and customers shall be in full compliance with the requirements of the 2009 Edition of NFPA 101, Life Safety Code and the Americans with Disabilities Act.

Should all of the above conditions not be maintained on a continual basis once the permit has been issued, the Code Enforcement Officer shall rescind the permit and issue a cease and desist order to stop the non-conforming Home Occupation. Any Home Occupation operating without a current permit shall be prosecuted in District Court according to Title 30-A, MRS §4452.

All other requirements of the Caribou Code of Ordinances apply to all Home Occupations.

**Code Enforcement - Inspections
Payments at front counter - first floor.**

2018

Facitee Scott

\$

| | | |
|---|--|----------------|
| | Flat \$50 fee | _____ |
| 14 - Plumbing permit: | 75% Caribou | _____ |
| | 25% State | _____ |
| | Shellfish Surcharge: \$15.00 (full system – external only) | _____ |
| 53 – Zoning Document fee: | | _____ |
| 54 – Site Design Application: \$90 + \$10 / 2000 sq ft | | <u>\$90.00</u> |
| 55 – Board of Appeals Application: | | _____ |
| 56 – Certificate of Occupancy: \$25.00 | | _____ |
| 57 – Demolition Permit: \$25.00 – waived if received in advance | | _____ |
| 58 – Sign Permit: | \$50.00 per sign X _____ = | _____ |
| 59 – Subdivision Application: \$180 (first three) + \$10/each add'l | | _____ |
| 61 – Heating Equip. Installation Permit: \$20.00 each X _____ = | | _____ |
| 62 – Misc. Inspection Service: | \$40.00 each X _____ = | _____ |

TOTAL: \$ 90.00

Plumbing Inspections: Please call Steve Wentworth, LPI 551-1007

Building Inspections: Please call Tony 493-5966

Planning Board agenda items: Please call Ken 493-5967



OFFICE OF ZONING ADMINISTRATOR/CEO

CARIBOU, MAINE

To: Chairman White and Members of the Planning Board
From: Ken Murchison, Zoning Administrator & CEO
Date: April 6, 2018
Re: Use Permit Application – Hair Salon

On March 20, 2018 a Use Permit was submitted for Sonia Jean Calloway for a Hair Salon Business at 539 Main Street Tax Map 25, Lot 3 in the C-2 Zone. This land use is compatible with the definitions in the City of Caribou Code Chapter 13 Section 13-203. This business will occupy a space that has been used for this activity (Hair Salon) in the past. This application was conditionally approved by CEO pending on final expectation by Local Plumbing Inspector and Building Inspector required for State Licensure.



City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone: (207) 493-3324
Fax: (207) 498-3954
www.cariboumaine.org

March 23, 2018

Sonia Jean Calloway
539 Main St Suite 3
Caribou, ME 04736

RE: Use Permit Application

Sonia Calloway,

Thanks for meeting to discuss your proposed Hair Salon Business. I am pleased to approve your Use Permit Application, located on Map 25 Lot 3 in the C-2 District at 539 Maine Street, Caribou, Maine.

As represented in your Use Permit Application submitted for CEO approval, I find that this use is compatible with the definitions in the City of Caribou Code, Chapter 13-203 Establishment of Districts 5. Commercial – two (C-2) Zone.

This approval is conditional pending the final plumbing and building inspection required for your State Licensure.

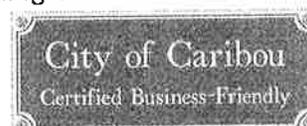
Please let me know if you have any questions regarding this conditional authorization or if I may be of any further assistance.

Best of luck in your venture.

Sincerely,

Kenneth Murchison
Zoning administrator
Code Enforcement Officer

CC: Penny Thompson, Tax Assessor
Tony Michaud, Deputy Building Official





City of Caribou, Maine

Municipal Building
25 High Street
Caribou, ME 04736
Telephone (207) 493-3324
Fax (207) 498-3954
www.cariboumaine.org

Use Permit Application Public Hearing Notification fee \$90.00

Date Received: 07/20/2018

If Planning Board approval is required for your requested use, please be aware that the Board meets on the second Thursday of each month. Your application must be received in the Code Enforcement Office at least 15 business days in advance of the meeting in order to meet notification requirements. Please provide a dimensional site plan of your property showing the location of all buildings, parking and access from the public way.

Owner of Property: Sonia Jean Calloway Phone: 207-492-1102

Mailing Address: 539 main ST #3
CARIBOU, MAINE
04736

Location of Property: 539 MAIN ST - CARIBOU, ME.

Tax Map: 25 Lot Number: 3 Zone: C-2

Requested Use: HAIR SALON - 3 CHAIRS - DRYER CHAIR
SHAMPOO SINK - FRONT DESK
FULL FAMILY HAIR CARE

Signature of Applicant: Sonia Calloway

Date: 3-20-2018

City of Dallas

----- Receipts -----

| | |
|-----------------------|---------|
| PER DEPT 100 | |
| JOHN'S CO. 1000 1000 | 0220-1 |
| 1000-1000 | 0000-10 |
| PER DEPT 1000 1000 | 0000-10 |
| PER DEPT 1000 | 90.00 |
| total 90.00 | |
| PER DEPT 1000 1000 | |
| Perkins Building 1000 | |
| Cash 90.00 | |

Code Enforcement - Inspections

Permit Fee Payments at front counter - first floor.

Date: March 20, 2019

Customer Name: Sonia Jean Callaway

\$

13 - Building Permit: Flat \$50 fee _____

14 - Plumbing permit: 75% Caribou _____

25% State _____

Shellfish Surcharge: \$15.00 (full system – external only) _____

53 – Zoning Document fee: _____

54 – Site Design Application: \$90 + \$10 / 2000 sq ft 90.00

55 – Board of Appeals Application: _____

56 – Certificate of Occupancy: \$25.00 _____

57 – Demolition Permit: \$25.00 – waived if received in advance _____

58 – Sign Permit: \$50.00 per sign X _____ = _____

59 – Subdivision Application: \$180 (first three) + \$10/each add'l _____

61 – Heating Equip. Installation Permit: \$20.00 each X _____ = _____

62 – Misc. Inspection Service: \$40.00 each X _____ = _____

TOTAL: \$ 90.00

Plumbing Inspections: Please call Steve Wentworth, LPI 551-1007

Building Inspections: Please call Tony 493-5966

Planning Board agenda items: Please call Ken 493-5967



OFFICE OF ZONING ADMINISTRATOR/CEO

CARIBOU, MAINE

To: Chairman White and Members of the Planning Board
From: Ken Murchison, Zoning Administrator & CEO
Date: April 6, 2018
Re: Code Enforcement Monthly Report

The March Monthly Report for Code Enforcement shows an uptick of activity as Spring approaches. As the snow recedes we've experienced some violation complaints, one garbage related property maintenance issue at 378 West Presque Isle Road cited March 21, 2018, resolved April 4, 2018, one junk car property maintenance issue 827 Main Street, cited March 14, 2018 and resolved April 4, 2018, and finally one Property Maintenance issue with Sidewalks and driveways that will need to be addressed at 40 Sweden Street.

As we continue to review Chapter 13 we address areas where our traditional ordinances conflict with our adopted ordinances (International Code). In this example there is a contradiction in how many employees and whom may be employed at a Home Occupation application

Code Enforcement Monthly Report

Caribou Municipal Building
25 High Street
Caribou, Maine 04736

The Code Enforcement department was combined with the Tax Assessment office in 2014. The office is located on the first floor of the Caribou Municipal Building at 25 High Street.

The office is responsible to facilitate voluntary compliance with: local ordinances sent forth in the city code; the building, energy, plumbing, health and life safety codes adopted

by the State of Maine; and must follow-up on violations of the same.

"It's all about safety!"

As Spring approaches activity is picking up.

Code Enforcement has received some violation complaints:

2015 International Property Maintenance Code Chapter 3 section 302.8 Motor Vehicles
Resolved 04/02/2018

2015 International Property Maintenance Code Chapter 3 section 308 Rubbish and Garbage
Resolved 04/03/2018

2015 International Property Maintenance Code Chapter 3 section 302.3 Sidewalks and Driveways
To be addressed (Historical Issue)

Land Use Permits:

| | | |
|---|--------------------|--------------------------------------|
| Riverside Primitives and Design | Home Occupation | Approved 03/08/2018 |
| Farmers Rebellion LLC | Home Occupation | Public Hearing slated for 04/12/2018 |
| Sonia Jean Calloway 03/23/2018 | General Use Permit | Approved Conditionally by CEO |
| Marilee Scott | Home Occupation | Approved by CEO 03/23/2018 |
| David and Kimberly Ripley 04/12/2018 | General Use Permit | Planning Board Review slated |
| Powers Roofing and Sheetmetal | Demolition Permit | Approved by CEO 03/26/2018 |

Meetings:

City Council
Planning Board
County FCU Commercial Loan Dept.
Age Friendly Community
Jamie Paradise, Possible Business Interest
Housing Board of Commissioners
Tri Community Landfill

Training:

| | |
|--------------------------|----------------------------|
| Land Use and Zoning Test | DECD, Passed CEO Certified |
| Shoreland Zoning Test | DECD, Pending |
| Ergonomics for Office | Office, Passed |
| Guide to Interviewing | Office, Passed |

If you have any questions please contact this office at the Caribou Municipal Building at 25 High Street, phone: (207) 493-5967 or email at kmurchison@cariboumaine.org.

Copies of the local ordinance and a link to the 2015 International Property Maintenance Code as adopted by the City of Caribou 01/23/2017 is available at the City of Caribou website: www.cariboumaine.org .

Best Regards,

Kenneth Murchison
City of Caribou, Maine
Zoning Administrator/CEO

Ken

- A. Fire hydrants connected to the public water supply system shall be located no further than 500 feet from any building.
- B. Hydrants or other provisions for drafting water shall be provided to the specifications of the Fire Department. Minimum pipe size connecting dry hydrants to ponds or storage vaults shall be six (6) inches.
- C. Where a dry hydrant or other water source is not within the right-of-way of a proposed or existing street, an easement to the City shall be provided to allow access. A suitable accessway to the hydrant or other water source shall be constructed.
- D. A proposed subdivision of 5-10 lots not served by a public water supply shall provide for a minimum storage capacity of 10,000 gallons. Additional storage capacity of 2,000 gallons per lot over 10 lots shall be provided. The Planning Board may require additional storage capacity upon a recommendation from the Fire Chief. Where ponds are proposed for water storage, the capacity of the pond shall be calculated based on the lowest water level less an equivalent of three (3) feet of ice.

13. Home Occupations.

Home occupations shall be incidental to the residential use of the property. No Home Occupation is allowed without first obtaining a Permit from the Code Enforcement & Planning Office. As of January 1, 2013 Home Occupation Site Design Review Applications shall have an initial fee of \$90.00.

Home occupations shall be allowed in any zone, and

All Home Occupations activity shall be restricted to within the interior of the primary or an accessory structure, and

There shall be no change in the outside appearance of the buildings or premise that shall cause the premise to differ from its residential character by use of colors, materials, construction, lighting, sounds, or noises. The Home Occupation shall be identified by no more than one free standing single or double sided yard sign or one sign on the building, no sign face to exceed two square feet in area, and

There shall be no exterior storage of materials, such as, but not limited to, trash and or any other materials used in the Home Occupation, and

The following requirements shall be satisfactorily demonstrated to the Planning Board before a permit is issued:

1. The home occupation shall employ only residents of the dwelling unit.
2. The home occupation shall be carried on wholly within the principal or accessory structure.
3. The home occupation shall not occupy more than 50% of the total floor area of the principal dwelling structure. Accessory structures used for the Home Occupation may use up to 100% of the floor area.
4. No client or customer shall be allowed on any floor level other than the first floor ground floor level unless the structure is protected throughout with a State Fire Marshal approved sprinkler system.
5. Objectionable noise, vibrations, smoke, dust, electrical disturbance, odors, heat, glare, or other nuisance shall not be permitted.
6. No on street parking is allowed for clients or customers.
7. All means of ingress and egress to and from all areas accessible to clients and customers shall be in full compliance with the requirements of the 2009 Edition of NFPA 101, Life Safety Code and the Americans with Disabilities Act.

Should all of the above conditions not be maintained on a continual basis once the permit has been issued, the Code Enforcement Officer shall rescind the permit and issue a cease and desist order to stop the non-conforming Home Occupation. Any Home Occupation operating without a current permit shall be prosecuted in District Court according to Title 30-A, MRSA §4452.

All other requirements of the Caribou Code of Ordinances apply to all Home Occupations.

Here is an example of contradictions
in ordinance

Great pond classified GPA - any great pond classified GPA, pursuant to 38 M.R.S.A. Article 4-A Section 465-A. This classification includes some, but not all impoundments of rivers that are defined as great ponds.

Ground cover – small plants, fallen leaves, needles and twigs, and the partially decayed organic matter of the forest floor.

Height of a structure - the vertical distance between the mean original (prior to construction) grade at the downhill side of the structure and the highest point of the structure, excluding chimneys, steeples, antennas, and similar appurtenances that have no floor area.

Home occupation - an occupation or profession which is customarily conducted on or in a residential structure or property and which is 1) clearly incidental to and compatible with the residential use of the property and surrounding residential uses; and 2) which employs no more than two (2) persons other than family members residing in the home.

Increase in nonconformity of a structure - any change in a structure or property which causes further deviation from the dimensional standard(s) creating the nonconformity such as, but not limited to, reduction in water body, tributary stream or wetland setback distance, increase in lot coverage, or increase in height of a structure. Property changes or structure expansions which either meet the dimensional standard or which cause no further increase in the linear extent of nonconformance of the existing structure shall not be considered to increase nonconformity. For example, there is no increase in nonconformity with the setback requirement for water bodies, wetlands, or tributary streams if the expansion extends no further into the required setback area than does any portion of the existing nonconforming structure. Hence, a structure may be expanded laterally provided that the expansion extends no closer to the water body, tributary stream, or wetland than the closest portion of the existing structure from that water body, tributary stream, or wetland. Included in this allowance are expansions which in-fill irregularly shaped structures.

Individual private campsite - an area of land which is not associated with a campground, but which is developed for repeated camping by only one group not to exceed ten (10) individuals and which involves site improvements which may include but not be limited to a gravel pad, parking area, fire place, or tent platform.

Industrial - The assembling, fabrication, finishing, manufacturing, packaging or processing of goods, or the extraction of minerals.

Institutional – a non-profit or quasi-public use, or institution such as a church, library, public or private school, hospital, or municipally owned or operated building, structure or land used for public purposes.

Lot area - The area of land enclosed within the boundary lines of a lot, minus land below the normal high-water line of a water body or upland edge of a wetland and areas beneath roads serving more than two lots.

Marina - a business establishment having frontage on navigable water and, as its principal use, providing for hire offshore moorings or docking facilities for boats, and which may also provide accessory services such as boat and related sales, boat repair and construction, indoor and outdoor storage of boats and marine equipment, bait and tackle shops and marine fuel service facilities.

Market value - the estimated price a property will bring in the open market and under prevailing market conditions in a sale between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels.

Mineral exploration - hand sampling, test boring, or other methods of determining the nature or extent of mineral resources which create minimal disturbance to the land and which include reasonable measures to restore the land to its original condition.