

MAP # 7 LOT # 63 DATE 5/28/2025 PERMIT# PW 25-430 PMT RECEIVED 200.00

above to be filled in by office



TOWN OF LYMAN PLANNING EXEMPT - PRIVATE WAY PERMIT APPLICATION

11 South Waterboro Road, Lyman Maine 04002

Telephone: (207) 247-0647

Email: ceo@lyman-me.gov

Owner Information

Property Owner: Steve Gobeil / Karen Betts

Mailing Address: 205 Blueberry Rd Waterboro 04087

Project Address: WYMAN WAY

Email: SRGobeil@YAHOO.COM

Point of Contact if Other than the Property Owner

Note: the person(s) acting as an agent for the property owner must have written authorization from the owner giving permission to act on their behalf

Name: _____

Telephone #: _____

Email: _____

Design Consultant (surveyor/engineer)

Name: Stephen EVERETT

Telephone #: 207 650 5216

Email: stephenweverett@gmail.com

NOTE: THIS APPLICATION MUST BE FILLED OUT IN ITS ENTIRETY, INCLUDING ALL SUBMITTALS OR IT WILL NOT BE ACCEPTED AND WILL BE RETURNED TO THE APPLICANT. PLEASE PROVIDE A COPY OF THE MOST CURRENT

DEED FOR THE PROPERTY.

1. Project Location: Wyman Way Map 7 Lot 63
2. Zoning District: ☒ General Purpose ☐ Residential ☐ Shoreland ☐ Commercial ☐ Mobile Home
3. Is the property part of an approved subdivision? ☐ yes ☒ no
4. Existing and proposed use of the property (describe in detail):
2 House lots - BOTH ARE for our family

5. Size of property (sq ft or acres): 41 Number of lots or dwelling units to be served: 2

6. Length of private way: 1600 Proposed name of private way: Brook View Drive

7. List any state or federal approvals required: Aberdeen Way

____ DEP

Type of permit: _____

____ Army Corps of Engineers

Type of permit: _____

8. **Maintenance Agreement:** Maintenance agreements shall be executed for any Private Way providing access to a duplex or two or more lots. The Maintenance Agreement shall specify the rights and responsibility of each unit or lot owner for the repair, plowing, and maintenance of the Private Way. The executed Maintenance Agreement shall be recorded in the York County Registry of Deeds for each lot served and a stamped copy shall be submitted to the Code Enforcement Officer prior to final approval of the Private Way plan.

9. **SUBMITTALS**

FEES: Please make check payable to the **TOWN OF LYMAN (fees are nonrefundable)**

PRIVATE WAY FEE: Select Board Approval

- A. The name, address, and phone number of the applicant, owner, and contractor.
- B. An address and a map indicating the location of the construction site.
- C. A current copy of the signed property deed(s).
- D. A site plan showing locations of existing and/or proposed development, including but not limited to structures, sewage disposal facilities, water supply facilities, areas to be cut and filled, and lot dimensions.
- E. A statement of the intended use of the structure and/or development.
- F. A statement of the cost of the development including all materials and labor.
- G. A statement of dimensions of the proposed structure and/or development.
- H. A written certification by:
 - 1. A Professional Land Surveyor that the grade elevations shown on the application are accurate; and,
 - 2. A Professional Land Surveyor registered professional engineer or architect that the base flood elevation shown on the application is accurate.
- I. **Waivers:** If requesting a waiver – notate what are they and why requesting?

To the best of my (our) knowledge, all information submitted on this application is true and correct. All proposed uses will be in conformance with the application and the Zoning Ordinance(s) of the Town of Lyman.

Signature: _____

Date: _____

(applicant/owner of property)

Please note: If the applicant is not the property owner, a signed statement from the property owner of record granting permission to pull permits will be required.

PRIVATE WAY PERMIT CHECKLIST

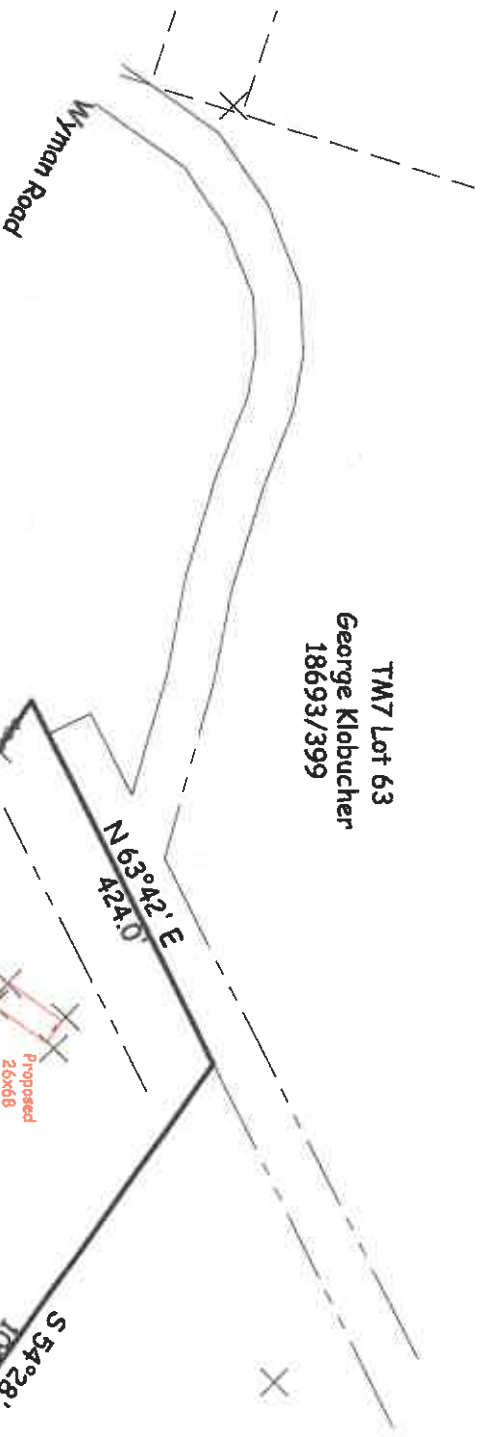
1 copy of the following information must be submitted on Mylar in permanent ink with a complete Site Plan Application. A copy also needs to be emailed to adminceo@lyman-me.gov.

SUBMITTED	APPROVED					DESCRIPTION OF PLAN REQUIREMENTS
					✓	Provide three (3) sets of mailing labels for abutters within 200' of the property. (Include mailing address and map and lot #)
					✓	A plan and centerline profile of the proposed Private Way shall be prepared and sealed by a Professional Land Surveyor licensed to practice in the State of Maine and shall be drawn with permanent ink on Mylar. The plan and profile shall show all existing property lines and existing conditions as well as proposed on-site improvements, existing and proposed topographic contours at an interval determined by the Staff Review Committee, drainage structures, soil erosion control devices, and typical road cross section. The plan should also contain the following components:
					✓	• Site Data summary including length of roadway, road width, construction specifications, and number of lots / units served;
					✓	• Location existing property lines
						• Existing conditions, as well as proposed on-site and off-site improvements
						• Existing and proposed topographic contours
					✓	• Existing and proposed drainage facilities and discharge areas for drainage facilities
						• Existing soil erosion control devices
					✓	• Sight distances of all intersections of the private way with own streets and other private ways shall also be provided
					✓	• Title Block containing applicant and surveyor/engineer information, scale and north arrow
					✓	• Approval Block: the plan shall contain an approval block with lines for signatures of the Lyman Staff Review Committee;
						• Town Disclaimer: "The Town of Lyman shall not be responsible for the construction, plowing, maintenance or repair of this Private Way"

SUBMITTED	APPROVED				WRITTEN SUBMISSION REQUIREMENTS
				✓	Complete Application Form
				✓	Name, mailing addresses, and Map/Lot number of all abutters within 200 feet of the subject property printed on Avery 5160 labels. (3 copies)
				✓	Evidence of applicant's right, title or interest (deed, lease agreement, purchase & sale, or letter of authorization) in the property and any deed restrictions or easements on the property
				✓	Private Way Maintenance Agreement
					Copies of proposed temporary and or permanent easements including utility, construction, access, and drainage easements;
					Written copies of all required state and federal approvals. Relevant state and federal laws include, but are not limited to Stormwater, Site Location, Natural Resources Protection Act, and Sec. 404 Clean Water Act (federal), and all Maine Department of Transportation permits.

					APPROVAL CRITERIA
					The Staff Review Committee shall review all Private Way applications in accordance with all of the evidence submitted by the applicant, and shall specific findings of fact that the following standards have been met:
				1	The proposed Private Way conforms with the design standards of Section 2.3 of the Street Acceptance, Design and Construction Standards Ordinance
				2	The proposed Private Way has received all applicable State and Federal permits
				3	The proposed Private Way provides adequate soil erosion and sedimentation controls in conformance with section 5.4 of the Lyman Land Use Ordinance
				4	The proposed Private Way will not adversely impact on or off-site drainage systems, particularly municipal systems, and complies with section 5.20 of the Lyman Land Use Ordinance
				5	The proposed Private Way is in conformance with the Floodplain Management and the Shoreland Zoning Ordinance
				6	The proposed Private Way will not have adverse impact upon existing vehicle circulation systems and safety within the neighborhood and community
				7	A Maintenance Agreement shall be executed, and shall be recorded in the York County Registry of Deeds for each lot served. A stamped copy shall be submitted to the Code Enforcement Office.

An approved and signed Private Way plan shall be recorded by the applicant in the York County Registry of Deeds within sixty (60) days of the signing of the plan. Failure to register the plan within the 60 days will void the Staff Review Committee's approval.



- LEGEND**
- Boundary marker found
 - Deed Line
 - Lot Lines

The purpose of this division survey is to show a proposed division of Lot TM7 Lot63 for the purpose of obtaining a building permit from the Town of Lyman.

CERTIFICATION

I hereby certify to Steve Gobiel that this survey meets all the requirements of the Board of Licensure for Land Surveyors of the State of Maine, for its expressed purpose, to the best of my knowledge and belief.



Plot Plan

Wyman Road
Lyman, Maine
for

Steve Gobiel

Scale 1"=200' March 21, 2025
Prepared by Stephen W. Everett PLS 2161

SUGGESTED DESCRIPTION
a portion of Tax Map 7 Lot 63
Wyman Road, Lyman, ME

A certain lot or parcel of land located near the easterly side of the Wyman Road, so called, in the Town of Lyman, County of York and State of Maine being hereby described to wit:

Beginning at a 1" iron pipe marking the south corner of land conveyed George Klobucher as described in Deed Book 18693, Page 399, recorded in the York County Registry of Deeds and land of Leo and Nancy Ruel as described in Deed Book 1839, Page 607, recorded in said Registry;

Thence N 55°42' W along the northerly line of said Ruel and land of David and Virginia Wyman described in Deed Book 10114, Page 184, recorded in said Registry, a distance of 1182.2 feet to the north corner of said Wyman;

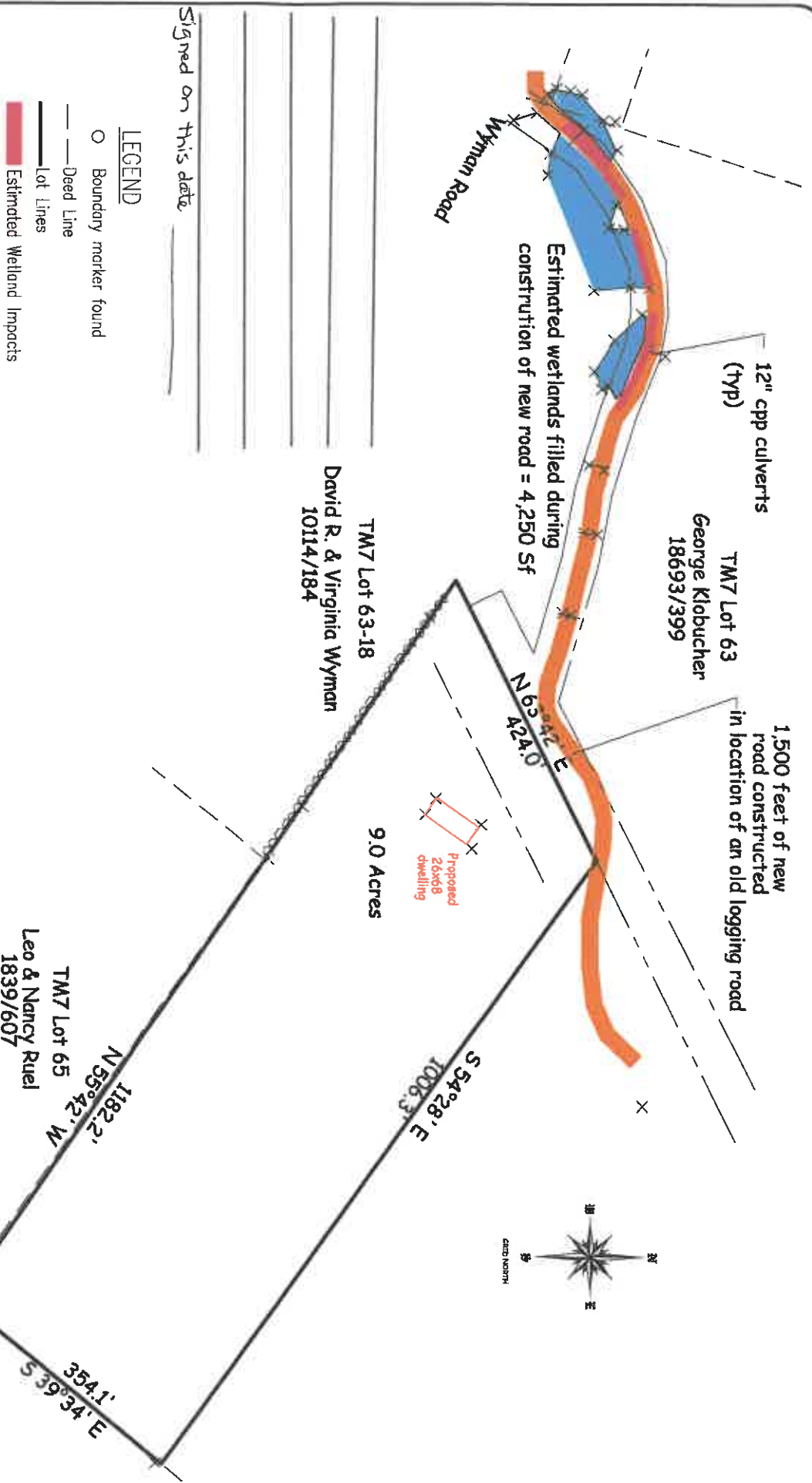
Thence N 63°42' E through the land of this grantor, a distance of 424.0 feet to a corner;

Thence S 54°28' E through the land of this grantor, a distance of 1006.3 feet to a 1" iron pipe at the land of said Ruel;

Thence S 39°34' E along said Ruel, a distance of 354.1 feet to the point of beginning, containing 9.0 Acres.

Also conveying the right of access and construction of utilities along Wyman Road and the 50' Right-of-Way to aforesaid described parcel.

Meaning to describe and hereby describing a portion of land conveyed George Klobucher as described in Deed Book 18693, Page 399, and shown on the attached Plot Plan, dated March 21, 2025.



Signed on this date _____

The purpose of this division survey is to show a proposed division of Lot TM7 Lot63 for the purpose of obtaining a building permit from the Town of Lyman.

CERTIFICATION

I, hereby certify to Steve Gobel that this survey meets all the requirements of the Board of Licensure for Land Surveyors of the State of Maine, for its expressed purpose, to the best of my knowledge and belief.



Site Plan of New 20' Road

Wyman Road
Lyman, Maine
for
Steve Gobel

Scale 1"=200' May 8, 2025
Prepared by Stephen W. Everett PLS 2161

**The road is 1500' by 20' with a 4" crushed gravel base from 2' to 4' deep
in spots it will serve 2 houses**

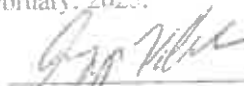
DLN: 2454320

QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

Maine R.E. Transfer Tax Paid

KNOW ALL PERSONS BY THESE PRESENTS THAT Greg Karl Klobucher, of 100 Elm Street East, Raynham MA 02767 and George Kenneth Klobucher, Jr, of 871 Jamaica Avenue, Sebastian FL 32958, for consideration paid grant(s) to Karen L. Betts, Hanna E. Kerr, and Steven R. Gobeil, of 101 Waldo Avenue, Unit 2, Belfast, ME 04915, as joint tenants with quitclaim covenants, the land in Lyman, County of York and State of Maine described on the attached EXHIBIT A.

WITNESS my hand(s) and seal(s) this 18th day of February, 2025.


Greg Karl Klobucher


STATE OF Massachusetts
COUNTY OF Bristol

February 18, 2025

Then personally appeared the above named Greg Karl Klobucher and acknowledged the foregoing instrument to be his her their free act and deed

Before me.




Notary Public
Printed Name: Frank W Ray
My Commission Expires 12/06/2030

QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **Greg Karl Klobucher**, of 100 Elm Street East, Raynham MA 02767 and **George Kenneth Klobucher, Jr.**, of 871 Jamaica Avenue, Sebastian FL 32958, for consideration paid grant(s) to **Karen L. Betts, Hanna E. Kerr, and Steven R. Gobeil**, of 101 Waldo Avenue, Unit 2, Belfast, ME 04915, as joint tenants with **quitclaim covenants**, the land in Lyman, County of York and State of Maine described on the attached **EXHIBIT A**.

WITNESS my hand(s) and seal(s) this 18th day of February, 2025.



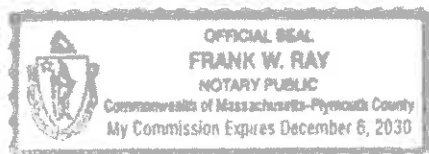
Greg Karl Klobucher


STATE OF Massachusetts
COUNTY OF Bristol

February 18, 2025

Then personally appeared the above named Greg Karl Klobucher and acknowledged the foregoing instrument to be his/her their free act and deed.

Before me,





Notary Public Frank W. Ray
Printed Name: Frank W. Ray
My Commission Expires: 12/06/2030

WITNESS my hand(s) and seal(s) this 18th day of February, 2025


George Kenneth Klobuchet Jr

STATE OF Florida
COUNTY OF Indian River

February 18, 2025

Then personally appeared the above named George Kenneth Klobuchet, Jr and acknowledged the foregoing instrument to be his her their free act and deed.

Before me,



Notary Public
Printed Name: Camille Rosalie Genovese
My Commission Expires: 2/5/2027



EXHIBIT A

A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Lyman, County of York and State of Maine on the Northerly side of Route 111, ~~so-called~~ and being more particular bounded and described as follows:

Beginning at the point of intersection of the northerly sideline of said Route 111 with the easterly sideline of the Kennebunk Pond Road, so-called; thence northerly by said Kennebunk Pond Road a distance of 350 feet to land now or formerly of one Sarran; thence turning and running easterly by said Sarran land to the southeasterly corner thereof; thence turning and running in a generally northerly direction along the rear lot lines of the several houselots existing on the easterly side of said Kennebunk Pond Road, some of which lots are as shown and delineated in Plan Book 38, Page 14 in the York County Registry of Deeds, and continuing said course to its point of intersection with the southwesterly sideline of land now or formerly of one Emmons; thence turning and running in a southeasterly direction along the southwesterly sideline of said Emmons land to the southerly corner thereof; thence turning and running in a northeasterly direction by said land of Emmons, and by land of C. & E. Emmons to land of Maurice L. Gordon as depicted on said Assessors' Map as lot #44; thence turning and running in a northeasterly, northerly and easterly direction by said land of Gordon to a brook; thence turning and running in a generally southerly direction by said brook and by land of one Valcourt to a corner; thence turning and running in a northwesterly direction by land of one Ruel and by land of Parker Jones to a corner; thence turning and running in a southerly direction by said land of Parker Jones and thence westerly and again southerly by other land of said Parker Jones to the northerly sideline of said Route 111; thence turning and running in a westerly direction along the northerly sideline of said Route 111 to the point or place of beginning.

Excepting, however, the parcels of land previously conveyed out by David R. Wyman, Sr. and Virginia Wyman in the following deeds:

1. Deed to Roland A. Belisle and Carol S. Belisle dated December 3, 1979 and recorded in the York County Registry of Deeds in Book 2600, Page 4;
2. Deed to David R. Wyman, Sr. and Virginia Wyman dated October 14, 1981 and recorded in said Registry in Book 2890, Page 178; and
2. Deed to David R. Wyman, Sr. and Virginia Wyman dated July 10, 2000 and recorded in said Registry in Book 10114, Page 184.

There is specifically included with this conveyance a sixty-foot strip of land bounded on the South by land of Leonard Gavel, et ux., on the North by land of Real Piche (sometimes identified in prior instruments as "Real Pische" and or "Real Picche") and which sixty-foot strip is three hundred feet deep between said Kennebunk Pond Road and the bulk of the above-described property.

Reference is made to deed from Joyce E. Findlen dated June 3, 2021 and recorded in the York Registry of Deeds in Book 18693 and Page 399

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A certain lot or parcel of land, together with any buildings thereon, situated in the Town of Lyman, County of York and State of Maine on the Northerly side of Route 111, so-called, and being more particular bounded and described as follows:

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Reference is made to deed from Joyce E. Findlen dated June 3, 2021 and recorded in the York Registry of Deeds in Book 18693 and Page 399.

ROAD MAINTENANCE AGREEMENT

Aberdeen Way
~~Brookview Drive~~, Lyman Maine

This Road Maintenance Agreement (the "Agreement") is made and entered into on this 24th day of May, 2025, by and among:

1. **Hanna Kerr**, (hereinafter "Kerr")
2. **Steve Gobeil**, (hereinafter "Gobeil")
3. **Karen Betts**, (hereinafter "Betts")

(Kerr, Gobeil, and Betts are hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, the Parties utilize a shared private road *Aberdeen Way* ~~Brookview Drive~~ providing access to their respective properties located in Lyman Maine.

WHEREAS, the Parties desire to establish a clear understanding and agreement regarding the maintenance, repair, and improvement of the Road for the mutual benefit of all users.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Description of the Road: The Road covered by this Agreement is generally described by the attached.

2. Purpose: The purpose of this Agreement is to ensure the Road is maintained in a safe and passable condition for ordinary vehicular traffic to access the Parties' properties.

3. Maintenance Responsibilities: The Parties agree to share the costs and responsibilities for the maintenance and repair of the Road. Maintenance shall include, but not be limited to: a. **Routine Maintenance:** Filling potholes, grading, clearing minor debris, and general upkeep. b. **Seasonal Maintenance:** Snow plowing, sanding, and graveling as needed during winter months. c. **Major Repairs:** Significant repairs such as culvert replacement, major regrading, or resurfacing. d. **Improvements:** Any upgrades or enhancements to the Road agreed upon by all Parties.

4. Cost Sharing: The costs associated with the maintenance, repair, and improvement of the Road shall be shared equally among the Parties. Each Party shall be responsible for one-third (1/3) of all agreed-upon expenses.

5. Decision Making for Maintenance: a. **Routine Maintenance:** For routine maintenance tasks costing less than [e.g., \$200.00] per instance, any Party may arrange for the work to be done and provide an invoice to the other Parties for their share of the cost within 30 days of completion. b. **Major Repairs and Improvements:** For any maintenance, repair, or improvement project estimated to cost more than [e.g., \$200.00], all Parties must agree in advance on the scope of work, the chosen contractor, and the estimated cost. Agreement shall be reached by unanimous consent. c. **Emergency Repairs:** In the event of an emergency repair necessary to make the Road passable any Party may authorize the necessary work, and all Parties shall share the cost equally. The authorizing Party shall make reasonable efforts to notify the other Parties as soon as practicable.

6. Payment Procedures: Upon receipt of an invoice for shared expenses, each Party shall remit their proportional share of the cost to the Party who paid for the service, or directly to the service provider if agreed upon, within 30 days.

7. Dispute Resolution: In the event of any dispute arising under this Agreement, the Parties agree to first attempt to resolve the dispute through good-faith negotiation. If negotiation is unsuccessful, the Parties agree to consider mediation with a mutually agreeable mediator before pursuing other legal remedies.

8. Term and Termination: This Agreement shall commence on the date first written above and shall continue in full force and effect unless terminated by mutual written agreement of all Parties, or upon the sale of all properties accessed by the Road by the original Parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns, for as long as they own property accessed by the Road.

9. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

10. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

11. Amendments: Any amendment or modification to this Agreement must be in writing and signed by all Parties.

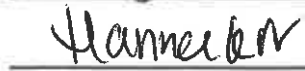
12. Notices: Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail (return receipt requested), or by reputable overnight courier service.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Hanna Kerr



Signature



Printed Name

Steve Goiebl



Signature



Printed Name

Karen Betts



Signature



Printed Name
