



TOWN OF NAPLES PLANNING BOARD APPLICATION

P.O. Box 1757, Naples, Maine 04055
Phone: (207) 693-6364 / Fax: (207) 693-3667
www.townofnaples.org

Sketch Plan Application

Change of Use Minor Site Plan Major Site Plan Subdivision


Owner/Applicant Name: Tonya L. Martin

Mailing Address: 140 Libby Road, Casco, Me. 04015

Telephone: 207 210-8864 Email: tlmartin411@gmail.com

Property Owner: Margaret Kreinin and Lewis Kreinin

Property Location: 974 Roosevelt Trail Map & Lot: 425/36

Any easements, covenants, or deed restrictions related to the property? yes 

Zoning District: Village Waivers requested*: Yes No

*A list must be submitted for waivers

Name, address, & phone # of applicants engineer, land surveyor or planner: NIA


The undersigned, being the applicant, owner or legally authorized representatives, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statues, and regulation of the Town, State and Federal governments.

Date: 1-19-23 Signature: 

Planning Board Fee Schedule:

Advertising: \$50.00
Fee per abutter: \$7.00
Under 1,000 sq. ft. gross floor area: \$300.00
1,000 – 10,000 sq. ft. gross floor area: \$400.00
Over 10,000 sq. ft. gross floor area: \$400.00
**Plus \$25.00 for each 1,000 sq. ft. over 10,000
Development without building: \$400.00
Modification of approved plan: \$100.00
Commercial Initial permit: \$100.00
Commercial Annual Renewal: \$50.00

Aquatic Structure (noncommercial): \$50.00
Review Escrow: TBD

 Shared driveway agreement with neighbor
CCRD Book 21629 Page 130
Exhibit A of deed refers to Book 21624 but the actual agreement is in Book 21629
Applicants Total: \$ _____

Please include 9 copies of an application, sketch plan, and a letter of intent.

Doc#: 74418 Bk:21790 Pg: 32

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **GALLERY PROPERTIES, LLC** of Bridgton, County of Cumberland and State of Maine;

For consideration paid, grant to: **MARGARET KRAININ** and **LEWIS KRAININ** of Naples, County of Cumberland and State of Maine;

Whose mailing address is: 16 Stillpoint Lane, Naples, ME 04055;


With warranty covenants, as joint tenants and not as tenants in common, the land, with any buildings thereon, in Naples, County of Cumberland and State of Maine, described as follows:

See Exhibit A attached hereto and incorporated herein by reference.


WITNESS our hands and seals this ^{1st St} ~~21~~ day of the month of ^{Sept.} ~~August~~, 2004.

Signed, Sealed and Delivered
In presence of

GALLERY PROPERTIES, LLC

By: 
JOHN W. McKEITH
Its Managing Member.

WITNESS


STEFANIE von KANNEURFF McKEITH
Its Managing Member.

WITNESS

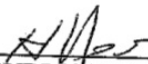
STATE OF MAINE
CUMBERLAND, ss.

^{September}
~~August~~ 21, 2004

Then personally appeared before me the above-named John W. McKeith and Stefanie von Kanneurff McKeith, in their said capacities and acknowledged the foregoing instrument to be their free act and deed, and the free act and deed of said company.

Before me,

SEAL


NOTARY PUBLIC/ATTORNEY AT LAW
Printed Name:

H. NEAL GRAFFAM
NOTARY PUBLIC, MAINE
My Commission Expires Feb. 18, 2006

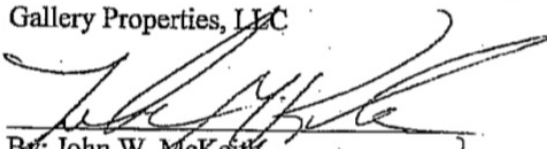
MAINE REAL ESTATE TAX PAID

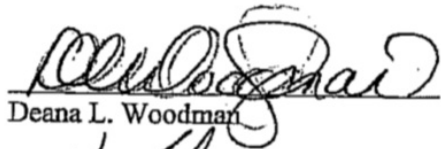
Doc#: 61536 Bk:21629 Pg: 132

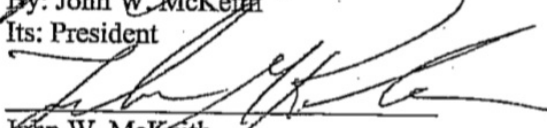
- 11. In any action to enforce the respective rights and responsibilities set forth herein the prevailing party shall be entitled to recover all expenses, including, but not limited to attorneys fees, incurred.
- 12. The said John W. McKeith and Stefanie von Kanneurff McKeith join in this instrument as mortgage holders for the purpose of consenting to the granting of this easement and releasing the foregoing interest from the lien of said mortgage.


Dated at Naples, Maine this 28 day of July, 2004.


Gallery Properties, LLC


 By: John W. McKeith
 Its: President


 Deana L. Woodman


 John W. McKeith


 Alan D. Keefe


 Stefanie von Kanneurff McKeith

STATE OF MAINE
CUMBERLAND, ss.

July 28, 2004

The personally appeared the above-named John W. McKeith, individually and in his said capacity, and Deanna L. Woodman and acknowledged the foregoing instrument to be their free act and deed.

Before me, 

~~NOTARY PUBLIC/ATTORNEY AT LAW~~


Robert Neault Esq

Received
 Recorded Register of Deeds
 AUG 04, 2004 10:06:11A
 Cumberland County
 John B O'Brien

Doc#: 74418 Bk:21790 Pg: 33

EXHIBIT A

A certain lot or parcel of land, together with the buildings thereon, situated in the Town of Naples, County of Cumberland and State of Maine, and more specifically described as follows:

Beginning at a point on or near the southerly side of the Bridgton to Portland Road that runs through Naples Village, known as Route 302, at the most northerly corner of land formerly of Orrin Levin, and now or formerly of Judson T. Harmon and Evelyn Harmon, marked by an iron pipe driven in the ground; thence South 60 degrees 40 minutes West by land now or formerly of said Harmon (this boundary being established by Quit-claim Deeds to and from Bessie L. Proctor and Orrin Levin, dated November 10, 1956, and duly recorded in the Cumberland County Registry of Deeds in Book 2325, page 341 and 345) 184.25 feet to an iron pipe driven in the ground; thence North 17 degrees 39 minutes East 120.96 feet to an iron pipe driven in the ground; thence Northeasterly 60 feet, more or less, to an iron pipe driven in the ground at or near the southerly side of said road; thence Southeasterly by said road to the point of beginning. (All courses taken in 1956).

The within conveyance excludes any right or easement for a water line crossing over or under other property of Donald H. and Janice R. Kent located westerly of and adjoining the premises herein conveyed.

Also hereby conveying all rights, easements, privileges and appurtenances belonging to the premises hereinabove described.

Being the same premises as described in a Warranty Deed of Gregg A. Speed and Diane L. Speed to John W. McKeith and Stefanie von Kanneurff McKeith, dated June 7, 1999 and recorded in the Cumberland County Registry of Deeds at Book 14832, Page 238 and deed of John W. McKeith and Stefanie von Kanneurff McKeith to Gallery Properties, LLC, dated March 17, 2003 and recorded in Book 19036 at Page 187.

This conveyance is subject to and has the benefit of a common driveway easement dated July 28, 2004 and recorded in the Cumberland County Registry of Deeds at Book 21624, Page 130.

Received
Recorded Register of Deeds
Sep 16, 2004 12:56:15P
Cumberland County
John B O'Brien

Doc#: 61536 Bk:21629 Pg: 131

and occasional service and delivery vehicles only) ingress and egress over the existing driveway leading from State Route 302 and proceeding southwesterly therefrom to a point which is 100 feet from the westerly sideline of said State Route 302 but including only such parts of the driveway as are necessary for ingress and egress to Gallery's property as set forth above.

3. The precise location of said driveway may, at some point in the future, be located by survey, at which time the parties hereby covenant and agree that the description set forth herein will be amended to conform with the survey description.
4. Gallery, its successors and assigns, shall have the responsibility for maintaining the driveway. The parties hereby agree that the cost of maintaining said driveway shall be shared equally between them. For the purposes of this provision, maintenance shall be deemed to include periodic re-grading, new gravel and the removal of snow and ice and appropriate sanding during the winter months.
5. In the event that either party fails to pay its respective share the non-defaulting party shall be entitled to record a lien against the defaulting party's property and enforce said lien in the manner of a homeowner's association lien. In any action for enforcement of said lien the defaulting party shall be liable for interest, at the rate of eighteen percent (18%) per annum, on the lien amount and expenses incurred in the enforcement thereof including but not limited to attorney's fees.
6. Each party shall retain all rights with respect to the portion of the driveway that is located on its property other than those specifically granted in this instrument. Without limiting the generality of the foregoing statement, each party may change the grade of the portion of the driveway on its property, use it for parking, and otherwise use it in any manner consistent with the rights granted to the other party herein.
7. Each party agrees that (i) its use of any portion of the other party's property, prior to the date of this instrument, including the driveway and any other areas has been with the consent of the other party and (ii) it has not acquired any rights to the other party's property by prescription, adverse possession, or otherwise, and (iii) it has not made use of the other party's property that, if continued, would ripen into rights by prescription, adverse possession or otherwise.
8. If the entire width of the driveway is located for any distance entirely on one party's property, that party may relocate the driveway within reasonable limits to another location on its property.
9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.
10. This Agreement shall be governed by Maine law and, if necessary, shall be interpreted in such a manner as to result in establishing a right of common usage with an intended responsibility of sharing the cost of maintenance jointly.

expense sharing
provision



Authorization to Apply for Change of Use Permit

January 13, 2023

This is to authorize Tonya L. Martin to apply for a Change of Use permit for establishing a beauty salon and related services at 974 Roosevelt Trail, Naples.

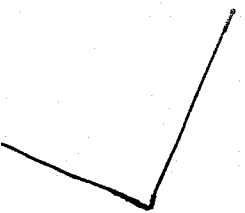


Lewis F. Krainin

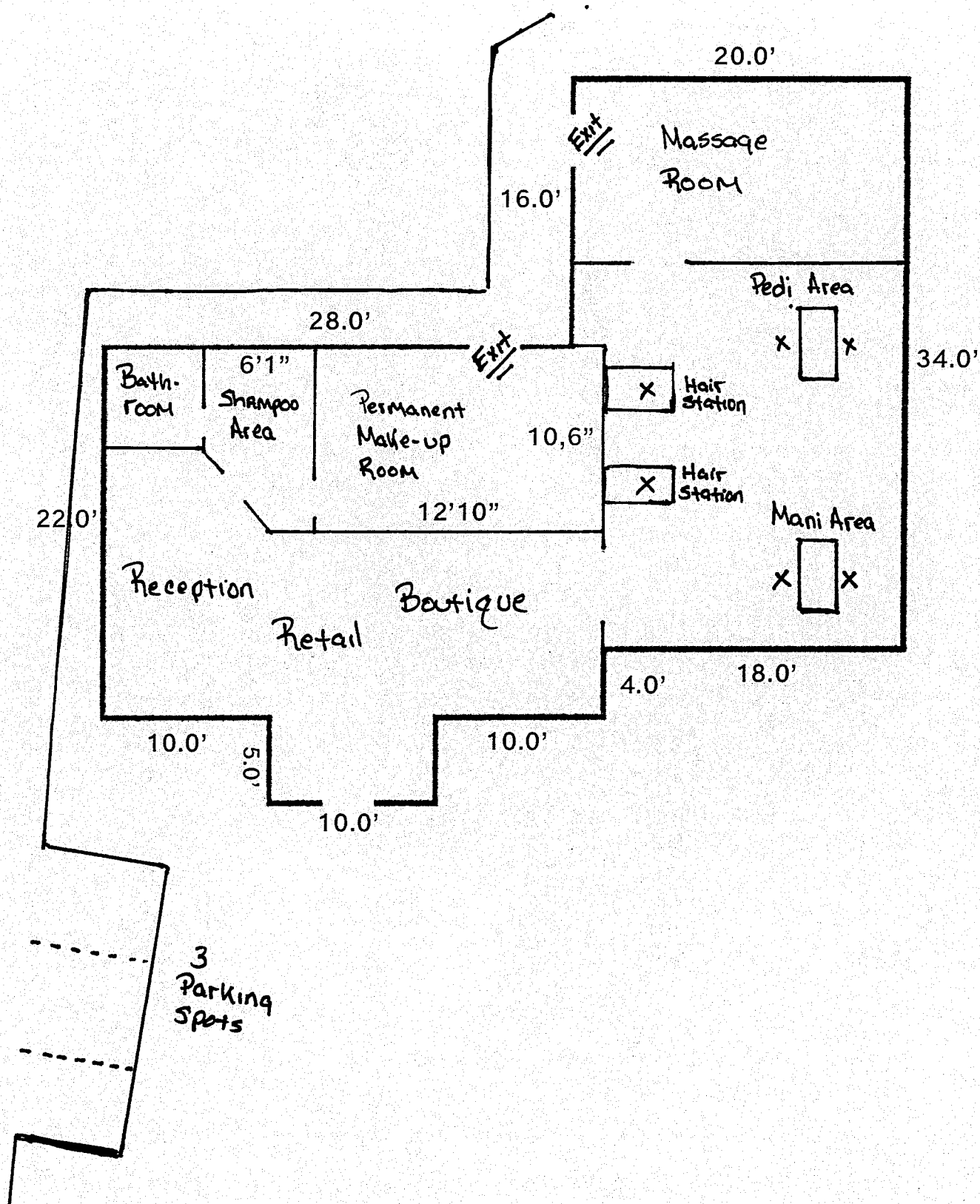


Margaret S. Krainin

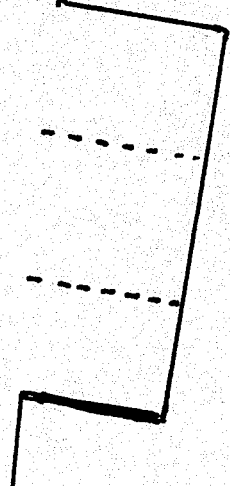
Additional
Parking
Area

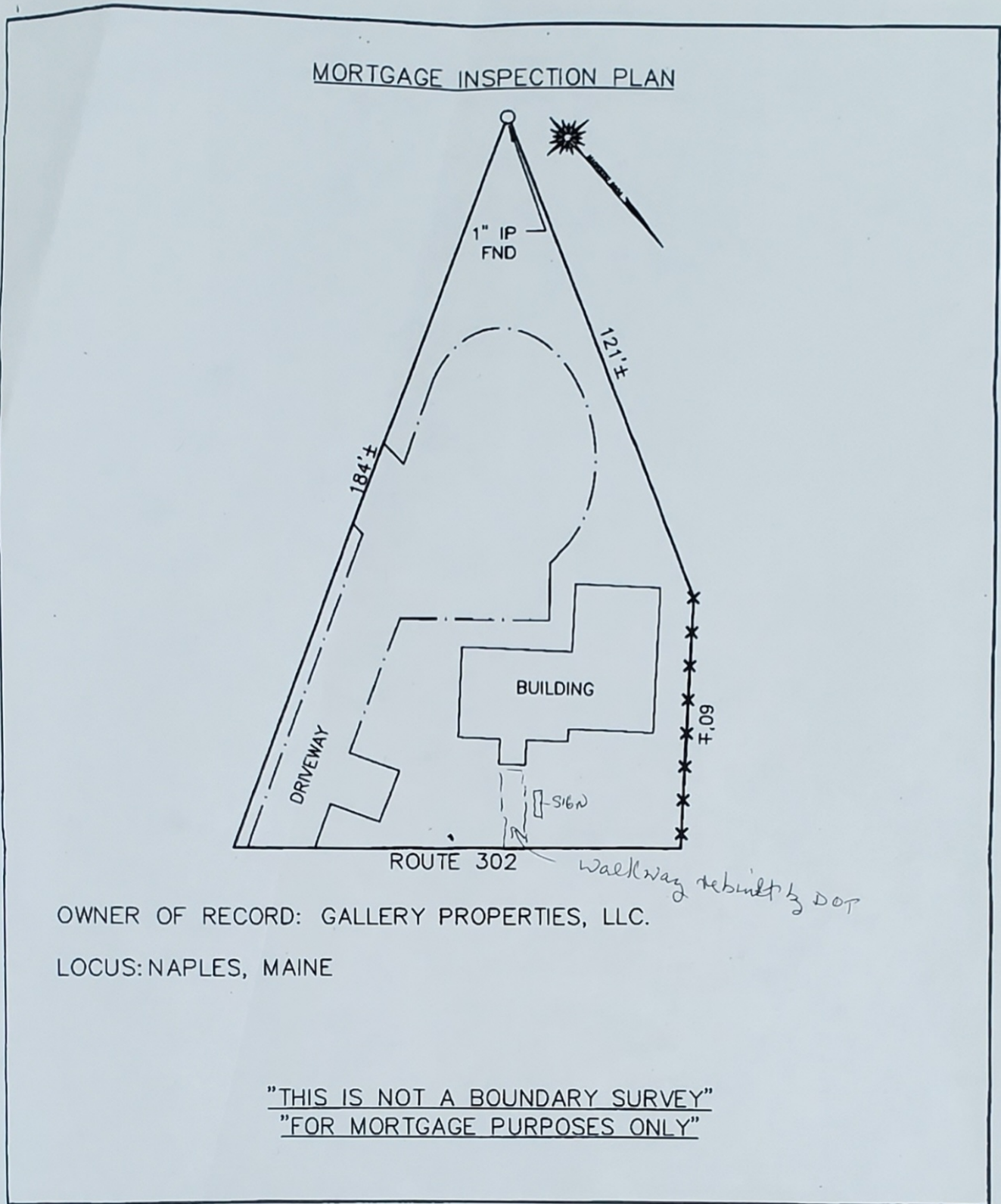


↑
Drive
way
↓



3
Parking
Spots





OWNER OF RECORD: GALLERY PROPERTIES, LLC.

LOCUS: NAPLES, MAINE

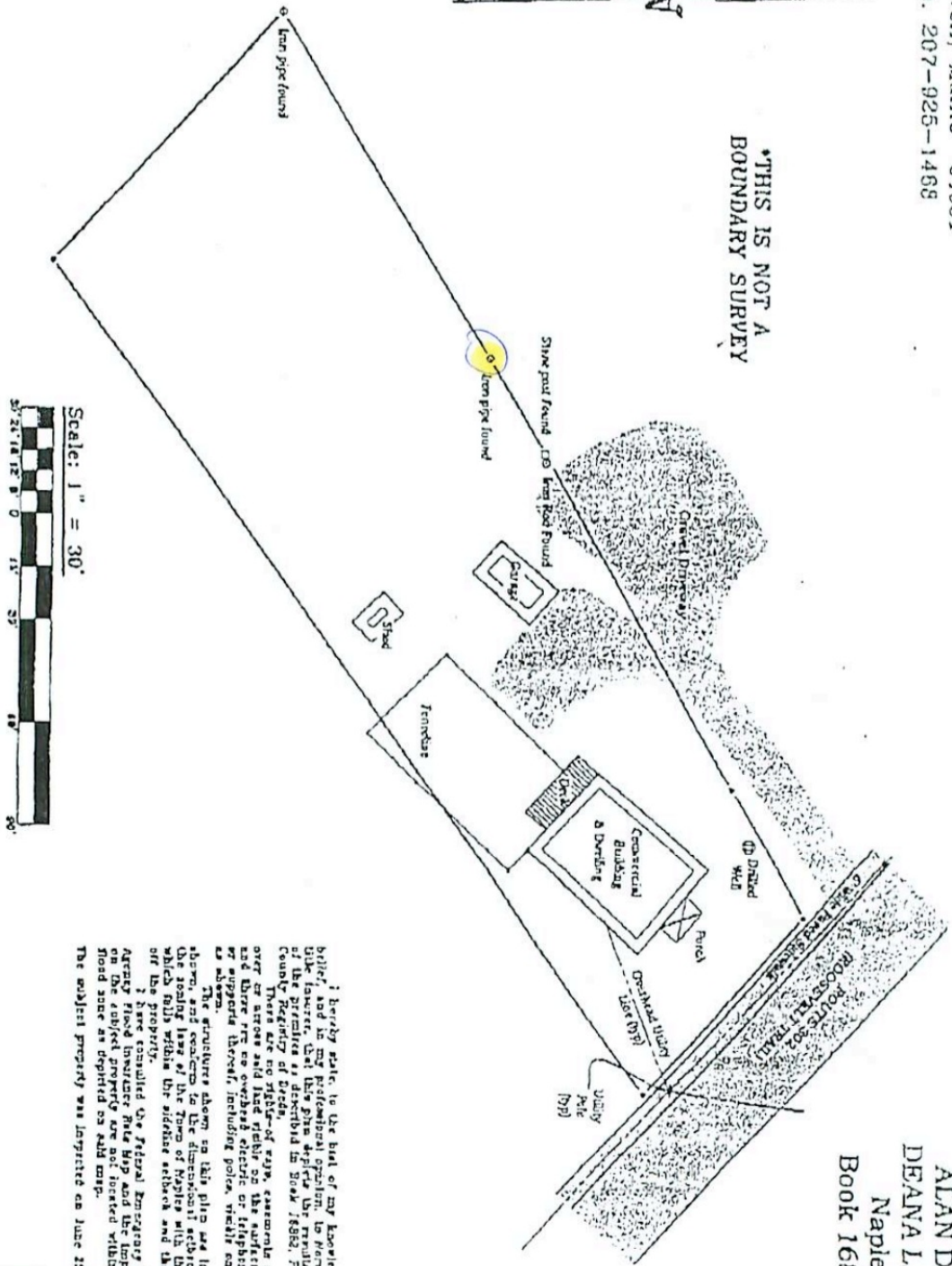
"THIS IS NOT A BOUNDARY SURVEY"
"FOR MORTGAGE PURPOSES ONLY"

JUL 21 2004 10:04 FR WIKREN CURTIER

2077721279 TO 96553414

ELISS & ASSOCIATES
P.O. Box 113
Lovell, Maine 04051
Ph. 207-925-1488

*THIS IS NOT A
BOUNDARY SURVEY



I hereby state, to the best of my knowledge, information, and belief, and in my professional opinion, to Henry George Robb, and the like-towers, that this plan depicts the results of a current examination of the premises as described in Book 16882, Page 61 of the Cumberland County Registry of Deeds.

The structure and location of any, easements or joint driveway, over or across and adjacent to the subject, are shown, as shown, and there are no overhead electric or telephone lines, or other supports thereof, including poles, visible on the subject, except as shown.

The structures shown on this plan are located on the ground as shown, and located to the dimensions of the registration of the deed which falls within the official record and the face which is partially off the property.

Agents have consulted the Federal Emergency Management Agency and the State Dept and the Department of Transportation on the subject property and there are no 100 year flood zone as depicted on said map.

The subject property was inspected on June 25, 2004.

[Handwritten signature]

Mortgage Loan Inspection
Land of
ALAN D. KEEFE &
DEANA L. WOODMAN
Naples, Maine
Book 16882 Page 61

Doc#: 61536 Bk:21629 Pg: 130

COMMON DRIVEWAY AGREEMENT

This Agreement is entered into by and between Gallery Properties, LLC, a Maine limited liability company with a place of business at Bridgton, Cumberland County, Maine (hereinafter referred to as Gallery) and Deana L. Woodman and Alan D. Keefe, both of Naples, Cumberland County, Maine (hereinafter collectively referred to as Woodman); and John W. McKeith and Stefanie von Kanneurff McKeith both of Bridgton, Cumberland County, Maine.

WHEREAS, Gallery is the owner of a certain lot or parcel of land situate in the Town of Naples on the southerly side of State Route 302, said property being more fully described in a deed of John W. McKeith, et ux dated March 17, 2003 and recorded in the Cumberland County Registry of Deeds at Book 19036, Page 187; and

WHEREAS, Woodman is the owner of a certain lot or parcel of land lying easterly of and abutting the easterly boundary of said Gallery property and being more fully described in a deed of Woodman Associates, Inc., dated October 23, 2001 and recorded in said Registry of Deeds at Book 16882, Page 61; and

WHEREAS John W. McKeith and Stefanie von Kanneurff McKeith are holders of a mortgage on the Gallery property recorded in said registry at Book 19036, Page 189.

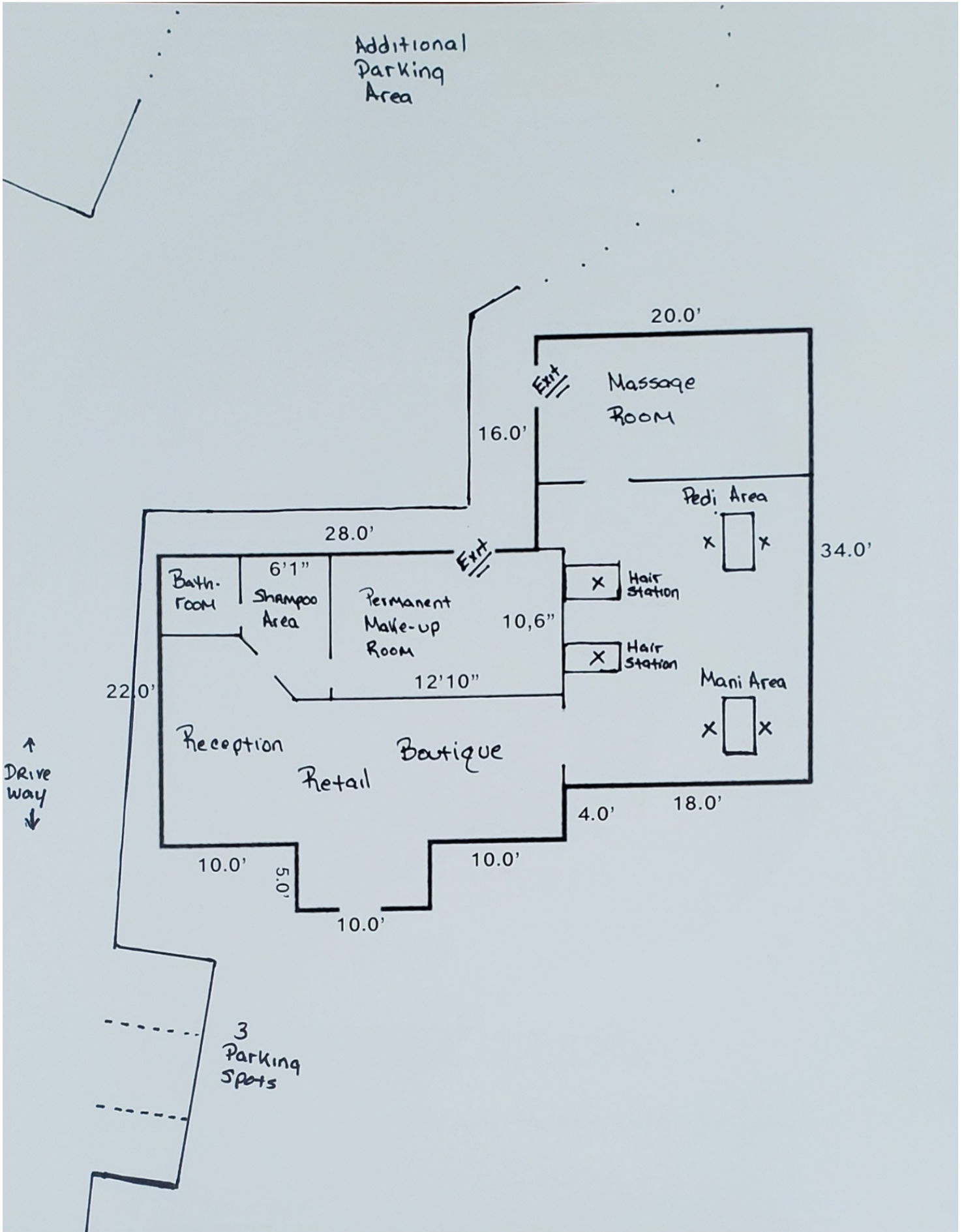
WHEREAS, both the Gallery and Woodman properties are accessed from Route 302 by a common driveway running southerly from the said State Route 302 to the rear of the buildings of the above described parcels; and

WHEREAS, the parties have heretofore shared the use and maintenance of said driveway; and

WHEREAS, both Gallery and Woodman are currently selling their respective properties to unrelated third parties and are desirous of finalizing their agreements by reducing them to writing and recording said instrument at the Cumberland County Registry of Deeds.

NOW THEREFORE in consideration of the material warrants and conditions contained herein, the parties hereby agree as follows:

1. Gallery hereby quit claims to Woodman an easement and right of way, in common with Gallery, for pedestrian and vehicular (passenger vehicles, comparably sized vehicles and occasional service and delivery vehicles only) ingress and egress over the existing driveway leading from State Route 302 and proceeding southwesterly therefrom to a point which is 100 feet from the westerly sideline of Route 302 but including only such parts of the driveway as are necessary for ingress and egress to Woodman's property as set forth above.
2. Woodman hereby quit claims to Gallery an easement and right of way, in common with Woodman, for pedestrian and vehicular (passenger vehicles, comparably sized vehicles





NAPLES BUSINESS LICENCE APPLICATION

Date of Application 1 / 19 / 23 (Please include the \$10.00 fee payable to the Town of Naples)

Business Name* Shear Gratitude Boutique and Spa

Primary Contact Tonya L. Martin Title Owner

Date Established ___/___/___ State of Maine Business Tax ID # _____

Physical Naples Address 974 Roosevelt Trail, Naples, Me 04005

Mailing Address (if different) 140 Libby Road, Casco, Me. 04015

Phone (207) 210-8864 Email tlmartin411@gmail.com

Description of Business Shear Gratitude Boutique and Spa will offer a variety of cosmetic services such as hair cutting, coloring and styling.

manicures and pedicures, waxing, massage and permanent makeup and aroma therapy. The retail area will provide one of a kind jewelry and gifts.

For office use only:	Notes:
Payment amount \$ _____	_____
Date received ___/___/___	_____
License Type:	
New _____ Amended _____ Renewal _____	
License Issuance Date ___/___/___	

*If your business closed within the past year, kindly provide the date of closure _____



TOWN OF NAPLES SIGN PERMIT

P.O. Box 1757, Naples, Maine 04055
Phone: (207) 693-6364 / Fax: (207) 693-3667
www.townofnaples.org

Permit # _____ Zone: Village Map: 425 Lot: 36
Business Name: Shear Gratitude Boutique + SPA Phone: 207-210-8864
Business Address: 974 Roosevelt Trail, Naples, Me. 04055
Mailing Address: 140 Libby Road, Casco, Me. 04015
(If different)
Sign Contractor: Muddy River Signs Phone: 207-647-3011
Mailing Address: 80 Portland Road, Bridgton, Me. 04009
Quantity _____

- Wall Sign
- Free Standing Sign
- MDOT Sign
- Business Directory
- Electronic Sign
- Banner/Flag

- Is this a replacement of an existing sign? Yes No
- Is an electrical permit required? Yes No
- Is the sign illuminated? Yes No
- If Yes: Internally Externally

Temporary Sign – Start Date: _____ End Date: _____
Double Sided: Yes No Width: 5' 10" Height: 4'
Setbacks: Front 6' ft; Side(s) 46/46 ft; Rear 140 ft

Describe or attach drawing of framing support:

No change in Framing. Only sign board and name will be replaced.
Book # 21790 page # 32

I HERBY CERTIFY THAT THE INFORMATION IN THIS APPLICATION IS COMPLETE AND CORRECT AND I AGREE TO COMPLY WITH ALL TOWN ORDINANCES AND LAWS APPLICABLE TO THIS PROJECT. I UNDERSTAND THAT I MAY BE REQUIRED TO MOVE/REMOVE ANY IMPROVEMENT IF AN EXACT DETERMIATION OF PROPERTY LINES ESTABLISHES THAT REQUIRED SETBACKS WERE NOT MET. I AM OR LEGALLY REPRESENT THE OWNER OF THE SUBJECT PROPERTY FOR THE PURPOSE OF THIS PERMIT

Signature of Applicant: *Wayne D Martin* Date: _____
This Permit is only valid for one year after the date issued

FOR OFFICE USE ONLY	
Fee (\$1 per Square Foot, minimum fee of \$25): \$	_____
APPROVED / DISAPPROVED: CEO SIGNATURE: _____	DATE: _____