Form # P 04

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read **Application And** Notes, If Any, Attached

ECTION PERMI

Permit Number: 081074 SEP

013 E016001

This is to certify that ____ struction Christian Lamb/Green Fish (

has permission to ______remove existing bay window tall 4 do e hun <u>ndows</u>

AT -38 WASHINGTON AVE

provided that the person or persons, m or Rion 2 epting this permit shall comply with all of the provisions of the Statutes of ances of the City of Portland regulating ine and of the the construction, maintenance and u of buildings and s ctures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

ication insped n must and w n permis n procu e this ding or t thered d or o R NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. Health Dept. Appeal Board Other _

Department Name

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: CBL: Date Applied For: 08-1074 08/27/2008 013 E016001

Location of Construction:	Owner Name:	Owner Address:	Phone:	
38 WASHINGTON AVE	Christian Lamb	681 Witchtrot Road		
Business Name:	Contractor Name:	Contractor Address:	Phone	
	Green Fish Construction		(603) 817-2971	
Lessee/Buyer's Name	Phone:	Permit Type:		
		Alterations - Duplex		

Proposed Use:

Two Family - remove existing bay window install 4 double hung windows

Proposed Project Description:

remove existing bay window install 4 double hung windows

Dept: Zoning

Status:

Reviewer: Ann Machado

Approval Date:

09/05/2008

Note: Jeanie started review of this permit. She called the applicant asking for right, title & interest on 8/28/08 & on Ok to Issue:

- 1) This permit is an approval of construction within the existing footprint on an exterior wall window, additional work requires separate approvals.
- 2) This property shall remain a two family dwelling. Any change of use shall require a separate permit application for review and
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building

Status: Approved with Conditions

Reviewer: Jeanine Bourke

Approval Date:

09/05/2008

Note:

Ok to Issue:

1) THIS PERMIT REMOVES THE STOP WORK ORDER FOR THIS SPECIFIC WORK ONLY. The applicant shall submit and application for permit within 30 days of the issuance of this permit. Complete construction details showing all floor plans on all levels and the specific layout and occupancy of each area and all associated work must be submitted for review.

8/28/2008-jmb: Left Mike G. A voicemsg to provide documentation on property ownership and plot plan, also reminded of the fees for SWO and belated permit.

9/4/2008-jmb: Mike left a voicemsg on 9/2/08 about dual ownership and difficulty obtaining records. I left him a voicemsg that we need some documentation and fees paid

9/5/2008-amachado: Received right, title & interest.

PERMIT ISSUED SEP CITY OF FORTLAND

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 8 [Location of Construction: Owner Name:			6 08-1074 Owner Address:		Dhone	013 E016001	
28 WASHINGTON AVE Christian Lamb		h			Phone:		
Business Name:			Contractor Address	681 Witchtrot Road			
Business Name.	Green Fish Co		374 High St Son		Phone 60381729	71	
Lessee/Buyer's Name	Phone:	Tisti detion	Permit Type:		00301727	Zone:	
Desset Buyer 3 Name	i none.		Alterations - Du	ınlex		R-UR	
Past Use:	Proposed Use:		Permit Fee:	Cost of Wor	k: CEO District:	1 11 4P	
	I -	remove existing bay	\$30.00	00.00 1			
l '		l 4 double hung	FIRE DEPT:	FIRE DEPT: INSPECT			
	vsc: 2d.v.			Signature:		Type:51 U03 915/08	
Proposed Project Description: remove existing bay window install 4	double hung wi	ndows				9/5/08	
			PEDESTRIAN ACTIVITIES DIS		TRICT (P.A.D.)		
			Action: Appr	oved App	proved w/Conditions	Denied	
B			Signature:			Date:	
-	oplied For: 7/2008	Zoning Approval					
 This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. 		Special Zone or Rev	ial Zone or Reviews Zoning Appeal		Historic Preservation		
		Shoreland	☐ Variance		Not in District or Landmar		
		☐ Wetland	Misce	Miscellaneous Conditional Use		☐ Does Not Require Review☐ Requires Review	
3. Building permits are void if work within six (6) months of the date	of issuance.	☐ Flood Zone ☐ C					
False information may invalidate permit and stop all work	a building	Subdivision	Interp	Interpretation			
	·	Site Plan	☐ Appro	ved	Approved w/	Conditions	
FERMITISSUED		Maj Minor Minor Minor		☐ Denied			
SEP 5 200	30	Date: 9 105 AV	Date:		Date:		
f +							
CITY OF PORTL							

jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

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REAL ESTATE ASSESSMENT RECORD—CITY OF PORTLAND, MAINE LAND NOS ELDG NO. CARD NO. DEVELOPMENT NO. AREA DIST TONE CURP 36-38 13___ Washington Ave. Ε. 16 PROPERTY FACTORS FANDALER ADDRESS AND DESCRIPTION TOPOGRAPHY RECORD OF TAXPAYER YEAR WATER TIMBORS BRIDGET & MARGARET LIFE EWER 45 1.44 THEFT . 45 33 WASHINGTON AVE. CITY ELECTRISION ALL CAMITIES SWAVE. MAND & BLDG. WASHINGTON AVE. #36-TRELLO OF DISTRIC 33 ASSESSORS PLAN 13-E-16 ÁREA Patronia de la 5778 SQ. FT. : LATIC DECLIMA LAND VALUE COMPUTATIONS AND SUMMARY LAND VALUE COMPUTATIONS AND SUMMARY COMMEDIATIONS A STATE OF THE PARKET PROPERTY. 400 OUPTH OPENING. 1150 - '. · 1362 ك يا ف 1450 Front School Fall 845 TOTAL VALUE LAND 245 TOTAL VALUE BUILD Kirch actio Bullion 125 1250 35. Fo TOTAL VALUE AND AND BUILDINGS 101 - C. Ville E. C. M. C. Note Book L. Rids 2 1:53 BLK LOT SQ. FT. TO-FROM CH. S. IND RESTOR LOT SO TO TOHERONICH, BLK, LOT SQ. FT. TO-FROM CH. BLK. 5.550 LAND VALUE COMPUTATIONS AND SUMMARY THAND VALUE COMPUTATIONS AND SUMMARY UNIT SEPTH FRONTET.
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1951 TOTAL BLDGS.

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BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

X Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling

X Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

Signature of Applicant/Designee

Signature of Inspections Official

Date

7/5/08

PERMIT ISSUED

SEP 5 2008

CITY OF PORTLAND



Permitting By Appointment

As part of Portland's city-wide effort to improve customer service and help streamline doing business within the City, the Inspections Division has developed a new permitting system for qualified properties and for specific construction projects. Under this new program, you may be eligible to receive a building permit on the day you have a scheduled appointment with Inspection staff.

This permitting program applies only to existing one and two family homes not located within a historic district or shore land zone.

Eligible Projects

Please submit a complete application with the required plans

6/	Interior renovations,	out rehabs	including	structural	changes
_	intendi iciiovadono,	Sacremano	morading	ottactatat	011411500

- □ Attached and detached garages
- Additions, decks, sheds, pools, dormers (two family addition must be less than 500 s.f.)
- □ Rebuild of any exterior structure listed above

MG 21 77

Inspections are still required per City Code of Ordinance.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.

I hereby certify that this project meets the above criteria and that the work performed will not go beyond these parameters.

Signature of applicant: Date: 8-27-08

This is not a permit; you may not commence ANY work until the permit is issued.

AGREEMENT

RECITALS: The purpose of this agreement is to establish the responsibilities and duties of the parties listed below with respect to the management, operation, income, and expenses associated with property located at 38 Washington Avenue, Portland, Maine (hereinafter "property" or "premises" or "subject property" or "subject premises").

The aforementioned property is presently owned by Christian Lamb of Sanbornville, New Hampshire. He took title of said property on January 11, 2008.

TERM: This Agreement shall be considered effective as of January 11, 2008, and shall terminate one calendar year thereafter, or upon the sale of the premises to Michael Gadomski as directed herein.

PARTIES: The parties to this agreement are Michael Gadomski (hereinafter "Gadomski") of Berwick, Maine, and Christian Lamb (hereinafter "Lamb") of Sanbornville, New Hampshire. Both parties certify that each is of legal age to execute this binding agreement and that each executes the within agreement as a matter of his own respective free will and accord.

REAL ESTATE TAXES: Gadomski shall be solely responsible for the payment of all real estate taxes and special assessments due on the property as levied by the City of Portland, Maine. He shall make all payments when due or compensate Lamb for any tax payments he shall make on the property's real estate tax bills. Gadomski shall be responsible for any real estate tax payments escrowed by any mortgage holder requiring such tax escrows.

The obligation for Gadomski to pay real estate taxes shall be prorated to account for the date of execution of this agreement. Gadomski shall only be liable for that portion of real estate taxes attributable to the effective duration of this Agreement.

OPERATING EXPENSES: Gadomski shall be solely responsible for any and all operating expenses associated with property located at 38 Washington Avenue, Portland, Maine. Such operating expenses shall include but not be limited to electric utility expenses, municipal water and sewer expenses, homeowner's hazard and or fire insurance as well as flood insurance, if applicable.

DEBT SERVICE AND MORTGAGE PAYMENTS: Gadomski shall be responsible for any and all mortgage loan payments due on the subject property as the same shall exist as an obligation agreed between the parties as of the date this agreement's execution. Lamb agrees to not subject the premises to any additional debt service, mortgage or other secured obligation without the express written consent of Gadomski.

IMPROVEMENTS: Gadomski shall be allowed to make any and all improvements to the subject premises as he deems appropriate as the same are approved by the City of

Portland's Code Enforcement Office. Gadomski shall be solely responsible for the cost of any such improvements made to the subject property. Gadomski shall ensure that no materialman's lien is ever attached to or secured against the subject premises by virtue of failure to pay any subcontractor, supplier, materials provider, laborer, or any other person or entity who has provided labor and or materials in association with the improvement of the subject premises.

LEASE PAYMENTS: Gadomski reserves the sole right to lease any portion or all of the subject premises for any rental amount deemed appropriate in his sole discretion and shall act as the agent of Lamb for the sole purpose of leasing the premises to prospective tenants which shall be chosen solely by Gadomski. Gadomski shall be entitled to collect and retain any and all lease payments collected by any tenants who reside on the premises. Lamb shall have no claim to any portion of any lease payment or payments made by any tenant residing on the premises during the term of this agreement.

Upon execution of this Agreement, Lamb herein expressly appoints Gadomski as his attorney in fact solely for the special, limited and express purposes of obtaining tenant(s) to lease and reside in the subject premises and to do all necessary things to effectuate such tenancy of the subject premises. Lamb expressly grants Gadomski the right and ability to execute any written leases that Gadomski deems necessary to secure tenancy of the subject premises. Both parties agree to execute any necessary documents to effectuate the within provision.

OPTION TO PURCHASE: Lamb agrees to offer the property to sale to Gadomski, or Gadomski's disclosed assigns, at the end of the contract term hereinabove stated, being twelve months from the date of execution of this agreement, or at other such earlier time agreed upon in writing by the parties, for the purchase price equivalent to the then payoff amount of any mortgage that may exist on the property as of the date of execution of this Agreement. Upon a sale of the premises to Gadomski, Gadomski agrees to provide the sum of five thousand dollars (\$5,000.00) to Lamb. The parties agree that Lamb shall not receive any additional compensation for the sale to Gadomski other than that set forth in this subsection. The parties may extend the date for offer of sale of the property from Lamb to Gadomski as agreed between the parties.

The purchase and sales agreement contemplated by this section shall not allow for proration of rent, security deposits, real estate taxes, fuel in storage, or any municipal water or sewer charges as Gadomski will be responsible for those expenses both before and after the sale by virtue of this agreement.

The parties agree to incorporate the terms of this agreement and specifically this subsection into any subsequent written Purchase and Sale agreement that they may execute. Incorporation of this agreement may be made by reference or physical annexation of a fully executed photocopy.

LIFE INSURANCE: Gadomski agrees to purchase a term policy of life insurance in the approximate amount of three hundred fifty thousand dollars (\$350,000.00) but no less than the balance of the existing mortgage presently securing the premises. Gadomski agrees to name Lamb as the primary beneficiary of said policy of life insurance.

If Gadomski shall become deceased prior to the expiration of the term of this agreement, then Lamb shall use the proceeds of said policy of life insurance specifically as follows:

- The first distribution of the proceeds shall be used to immediately pay off the existing mortgage on the premises. Lamb will forward the mortgage payoff to the holder or servicer of said mortgage within five days of receiving the death benefit payout from the life insurance policy.
- Lamb shall then retain the sum of five thousand dollars as contemplated by this agreement.
- Lamb shall then deliver the remaining balance of the proceeds of the life insurance policy directly to the spouse of Gadomski

Upon the death of Gadomski within the term of this agreement, and after the proceeds of the aforementioned life insurance policy have been distributed, lamb shall immediately transfer title to the subject premises to the spouse of Gadomski in fee simple absolute.

Gadomski reserves the sole right to terminate the policy or change its beneficiary upon the completion of this Agreement or upon the expiration of its term, whichever occurs first.

MODIFICATION: This agreement may be modified my mutual agreement of the parties manifested to writing and signed by both parties. Such writing shall be annexed to this agreement or mutually executed signed copies hereof.

SEVERABILITY: Should any court of competent jurisdiction find any portion of this Agreement invalid, illegal, or ineffective as being contrary to public policy, then such invalid subsection shall be severed from the Agreement, and the remaining Agreement shall remain in full force and effect.

INTEGRATION: This Agreement contains the entire agreement between the parties and incorporates all prior written and oral agreements of the parties regarding subject premises. No prior written agreements either oral or written shall be used to challenge or controvert any condition, covenant, promise, or obligation herein. This subsection shall not apply to the execution of any subsequent Purchase and Sale Agreement contemplated hereby.

GOVERNING LAW: This agreement shall be interpreted according to the laws of the State of Maine.

DISPUTE RESOLUTION: If any party shall be in default of this Agreement, the parties herein agree to resolve the default or any dispute by binding arbitration by a licensed arbitrator and by procedures approved by the rules of the American Arbitration Association.

SURVIVAL OF AGREEMENT: Should Lamb predecease Gadomski during the twelve month period immediately following the execution of this agreement, the obligations of Lamb within this agreement shall become the obligations of Lamb's estate. Lamb expressly and specifically empowers the appropriate Court of Probate to enforce and uphold this provision and his obligations under this Agreement to transfer title of the premises to Gadomski as conditioned herein.

Dated 0/7/08

Christian Lamb

Michael Gadomski

STATE OF MAINE YORK, SS

Personally appeared the above-named Christian Lamb and Michael Gadomski, known to me to be the persons whose names are subscribed to the within instrument, and each made oath that each executed the within instrument as a matter of his own free will and accord. Before me,

Dated 2/7/08

Notary Public / Attorney at Law

Thomas P. Hand Jr.

General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 38	WASHINGT	and are				
Total Square Footage of Proposed Structure/A		uare Footage of Lot				
10th Square 100tage of 1 toposed Structure, 1.	irea sq	date I ootage of Dot				
Tax Assessor's Chart, Block & Lot	be owner, Lessee or Bu	or Buyer* Telephone:				
Chart# Block# Lot#	Name MICH	ael Gadomski		207-698-3790		
13 ε /6	Address 25 East DR					
,	City, State & Zip	BERWICK ME O	3901			
Lessee/DBA (If Applicable)	Owner (if differe	ent from Applicant)		st Of rk: \$ 500 / ey		
	Name Christ	MN LAMB	Work: \$			
Address 1081 Witchtro + Re				C of O Fee: \$		
	City, State & Zip	SANDOFMILLE, MH 03872	Tota	al Fee: \$		
Current legal use (i.e. single family)	INGLE FAMIL	4				
If vacant, what was the previous use?		· 				
Proposed Specific use: Is property part of a subdivision?	Tf was	nlosso namo				
	· · · · · · · · · · · · · · · · · · ·	-				
Project description: REMOVE EXISTIN	16 BAYWIND	U.J				
I NOTALL & DOUBLE !	HNG 20 NICO.	~5				
Contractor's name: GREEN \$155 300	NSTRUCTION		_			
Address: 374 1+164 57,						
City, State & Zip SOMER SUCCEPTH AND 03878			Telepho	one: <u>603-817-237</u> /		
Who should we contact when the permit is ready: MCFACL GALOXISIC			Telepho	one: <u>757-898-370</u> 4		
Mailing address:						

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full stope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature:	2	Dat	: 8/	127/	08	 	

This is not a permit; you may not commence ANY work until the permit is issue

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **Joyce Cartwright**, of P.O. Box 412, in the Town of Windham, County of Cumberland, State of Maine,

For consideration paid, grants and conveys to **Christian Lamb**, of 681 Witchtrot Road in the Town of Sanbornville County of Carroll, and State of New Hampshire, with warranty covenants, the following described premises:

The real property located in the City of Portland, County of Cumberland, and State of Maine, being more particularly described as follows:

A certain lot or parcel of land, with the buildings thereon, situated on the westerly side of Washington Avenue, in said Portland, and bounded and described as follows: Said lot measures forty (40) feet, more or less, on said Washington Avenue, and extends westerly between land formerly of Charles Mullin on the north and lands formerly of P.H. Feeney and J.L. Rackleff on the south a distance of one hundred sixty-five (165) feet, more or less, to the rear line of land formerly of S.J. Anderson, fronting on Cleaves Street. Said Lot is numbered 36-38 on said Washington Avenue and contains 5778 square feet of land according to valuation plans of said Portland.

Meaning and intending to describe and convey the same premises as were conveyed to Joyce Cartwright by deed of Nancy Butterfield acting as personal representative of the Estate of Anne J. Richter, dated November 23, 2007, and recorded in the Cumberland County Registry of Deeds in Book 22104, page 105.

Dated this ___/2 day of January, 2008.

ce Cartwright

Notary Public State of Florida Alfred Brown My Commission D0711378 State of Florida
County of ________

Personally appeared the above named Joyce Cartwright, known to me to be the person whose name is subscribed to the within instrument, and she made oath that she executed the same instrument as a matter of her own free will and accord. Before me,

Notary Public State of Florida
Alfred Brown
My Commission DD711378
Expires 09/05/2011

Notary Public

Justice of the Peace

Commission Expires: 09/05/20||

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