

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number 061433

PERMIT ISSUED

OCT 16 2006

CITY OF PORTLAND

This is to certify that GODUTI ELEANOR J & JOHN H WALKER ETAL TRS/As Foun

has permission to Concrete retaining wall to abut edge

AT 9 DEERING ST

046 B023001

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, 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.

Classification of inspection must be given and when permission is procured before this building or part thereof is occupied or service is closed-in. 4 HOUR NOTICE 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

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

10/13/06

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 06-1433	Issue Date: PERMIT ISSUED OCT 15 2006	DBL: 046 BC23001
-----------------------	--	---------------------

Location of Construction: 9 DEERING ST	Owner Name: GODUTI ELEANOR J & JOHN H	Owner Address: PO BOX 31	Phone:
Business Name:	Contractor Name: D S Foundations	Contractor Address: CITY OF PORTLAND	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Building Miscellaneous	Zone: R6

Past Use: Multi-use Commercial	Proposed Use: Multi-use Commercial- Concrete retaining wall to abut ledge	Permit Fee: \$70.00	Cost of Work: \$5,000.00	CEO District: 2
Proposed Project Description: Concrete retaining wall to abut ledge		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>N/A</i>		INSPECTION: Use Group: <input checked="" type="checkbox"/> Type: <i>IBC 2003</i>
		Signature: _____		Signature: _____
PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

Permit Taken By: ldobson	Date Applied For: 09/29/2006	Zoning Approval		
1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>Ok w/ conditions</i> Date:	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation yes <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>10/12/06</i>	<i>D. Adams</i>

CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this 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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-1433	Date Applied For: 09/29/2006	CBL: 046 B023001
-----------------------	---------------------------------	---------------------

Location of Construction: 9 DEERING ST	Owner Name: GODUTI ELEANOR J & JOHN H	Owner Address: PO BOX 31	Phone:
Business Name:	Contractor Name: D S Foundations	Contractor Address:	Phone
Lessee/Buyer's Name	Phone:	Permit Type: Building Miscellaneous	

Proposed Use: Multi-use Commercial- Concrete retaining wall to abut ledge	Proposed Project Description: Concrete retaining wall to abut ledge
--	--

Dept: Historical **Status:** Approved with Conditions **Reviewer:** Deborah Andrews **Approval Date:** 10/12/2006

Note: **Ok to Issue:**

- 1) * Both the concrete retaining wall abutting the garage and the stone wall closer to sidewalk shall be constructed consistent with conditions of approval outlined in 8/24/06 Historic Preservation approval letter--see attached.

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 10/06/2006

Note: Permit is being issued because retaining wall needs to be done. The offices on the first floor are illegal uses though and they are being addressed in one of the conditions below. The use on the second and third floor are four dwelling units and these are a legal, permitted use. **Ok to Issue:**

- 1) This permit is being issued with the understanding that the illegal office uses in the first floor will be legalized or removed within thirty days of October 11, 2006.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) ANY exterior work requires a separate review and approval thru Historic Preservation. This property is located within an Historic District.

Dept: Building **Status:** Approved **Reviewer:** Tammy Munson **Approval Date:** 10/13/2006

Note: **Ok to Issue:**

Comments:

10/5/06-amachado: Left message for James Goduti. Need to know what the use of the building is and if retaining wall is on property line, then we need permission from the neighbor.

10/6/06-amachado: Left message for James. We need a copy of the boundary survey showing where the retaining wall will be located. The use of the building is illegal. Only professional offices are allowed in the R6 as a conditional use. The last conditional use granted was in 1981 for law offices. They will need to be removed.

10/6/06-amachado: Received information about the retaining wall location and property line.

CITY OF PORTLAND, MAINE
HISTORIC PRESERVATION BOARD

Cordelia Pitman, Chair
John Turk, Vice Chair
Martha Deprez
Kimberley Geyer
Otis Baron
Rick Romano
Ted Oldham

August 24, 2006

Christopher Taintor
Norman, Hanson & DeTroy, LLC
415 Congress Street
PO Box 4600
Portland, Maine 04112-4600

RE: 9 Deering Street – Modifications to stone retaining wall

Dear Mr. Taintor:

On August 23, 2006, this office completed its review of your application for a Certificate of Appropriateness for site alterations at 9 Deering Street, which was submitted on behalf of your client, Trust of Richard J. Goduti. The application calls for the following alterations:

1. Modifications to a recently-rebuilt section of stone retaining wall which was altered without prior review or approval from this office; and
2. Replacement of the northernmost section of said wall (which was removed) with a solid concrete retaining wall.

The review included an on-site meeting with you and a representative of the abutting property owner to confirm and clarify the proposed scope of work.

Based on my review of your application and our discussion at yesterday's site visit, I am approving the application, subject to the following conditions:

- * The wall in "Area 1" is to be reconstructed in a manner consistent with its appearance as shown in Exhibit C of your application. Specifically, the following design modifications shall be made when the wall is reconstructed:
 - 1) The height of wall shall be raised to match the height depicted Exhibit C.
 - 2) The wall shall be extended in a southerly direction towards Deering Street the length of at least two capstones. The missing capstones, which are now used as part of the vertical wall, shall be returned to their original location.
 - 3) The rebuilt wall shall be a mortared (rather than dry-laid) wall, made up of large rectangular granite and fieldstone blocks, consistent with original appearance.
 - 4) The top of the wall shall be level, sloping down gradually as it extends toward Deering Street.
- * A solid concrete retaining wall is acceptable for the northernmost section of wall, given the area's distance from the street. Note that a far preferable solution, from a visual standpoint, would be to leave the natural stone outcropping in place and eliminate the concrete retaining wall.

All improvements shall be carried out as shown on the plans and specifications submitted as part of your application dated 7/10/06, except as to comply with the conditions above. Changes to the approved plans and specifications and any additional work which may be undertaken must be reviewed and approved by this office prior to construction, alteration, or demolition. If, during the course of completing the approved work, conditions are encountered which prevent completing the approved work, or which require additional or alternative work, you must apply for and receive a Certificate of Appropriateness or Non-Applicability PRIOR to undertaking additional or alternative work.

This Certificate is granted upon condition that the work authorized herein is commenced within twelve (12) months after the date of issuance. If the work authorized by this Certificate is not commenced within twelve (12) months after the date of issuance or if such work is suspended in significant part for a period of one year after the time the work is commenced, such Certificate shall expire and be of no further effect; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each may be allowed in writing by the Department.

Sincerely,



Deborah G. Andrews
Historic Preservation Program Manager

cc: Approval File



General Building Permit Application

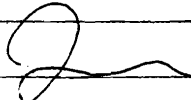
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>9 Deering St.</u>		
Total Square Footage of Proposed Structure <u>Concrete Retaining Wall</u>		Square Footage of Lot <u>10370</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>46</u> <u>B</u> <u>23</u>	Owner: <u>Richard J. Gault Trust</u>	Telephone: <u>James Gault</u> <u>776 3768 cell</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>James Gault</u> <u>11 Park Circle</u> <u>Cape Elizabeth, ME 04107</u>	Cost Of Work: \$ <u>5,000.00</u> Fee: \$ _____ C of O Fee: \$ _____
Current Specific use: <u>Multi-use Commercial</u>		
If vacant, what was the previous use? _____		
Proposed Specific use: <u>Retaining Wall</u>		
Project description: <u>Concrete retaining wall to abut ledge.</u>		
Contractor's name, address & telephone: <u>D S. Foundations</u>		
Who should we contact when the permit is ready: <u>James Gault</u>		
Mailing address: _____ Phone: <u>776-3768</u>		

Please submit all of the information outlined in the Commercial Application 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 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.

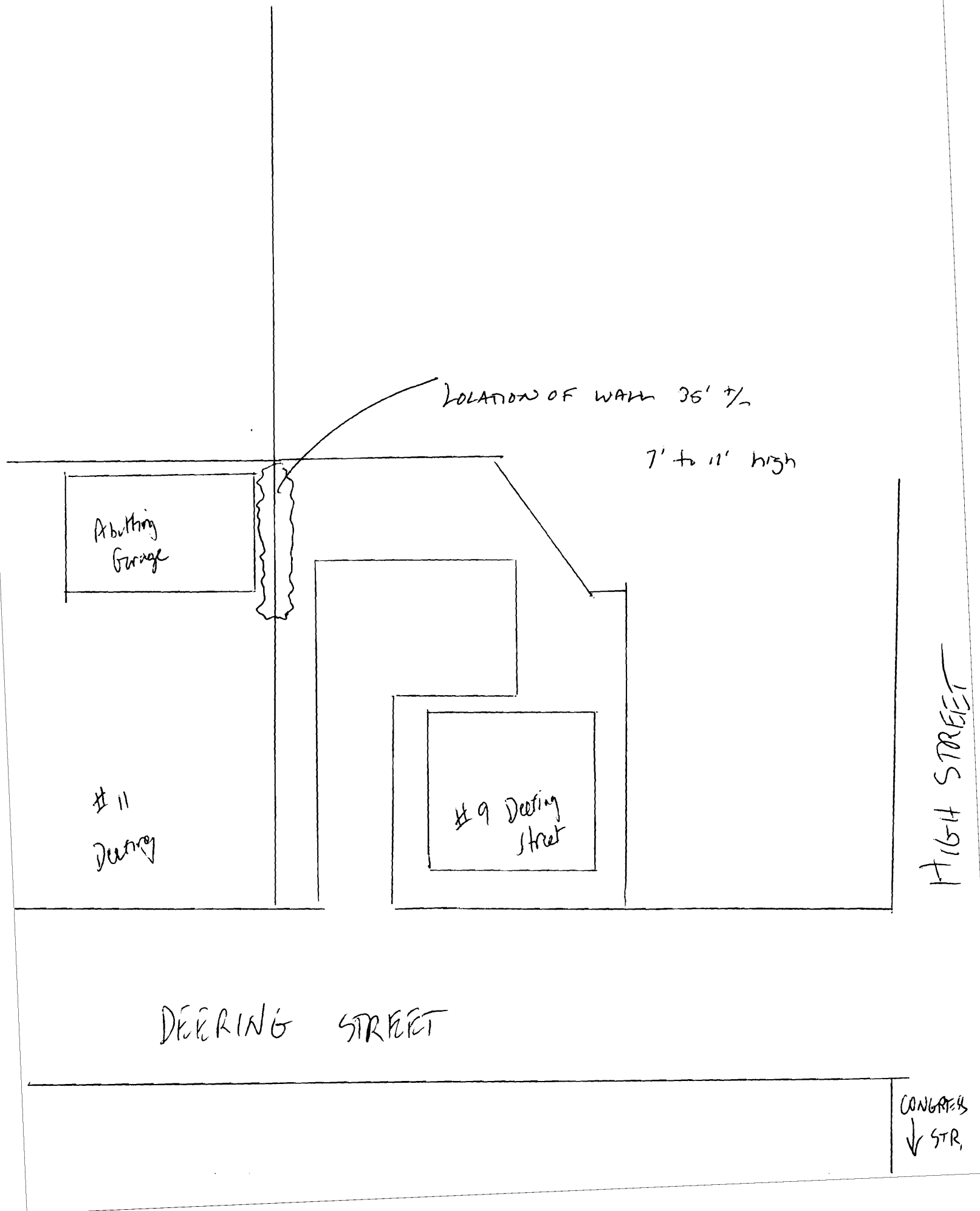
I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, 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 of applicant: 

Date: 9/20/06

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

Richard J. Godek, Trust



Abutting
Garage

LOCATION OF WALL 36' +/-

7' to 11' high

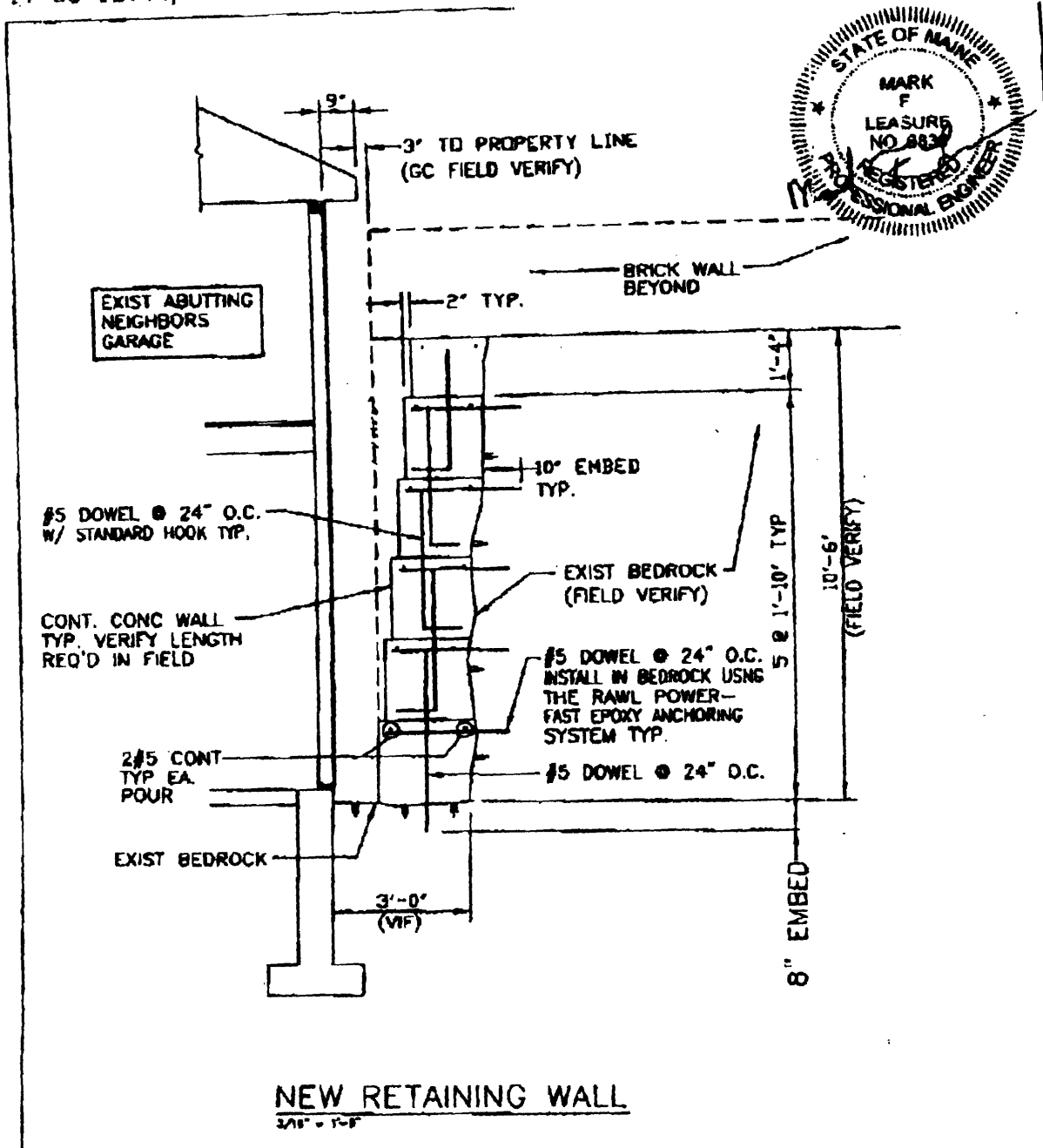
11
Deering

9 Deering
Street

DEERING STREET

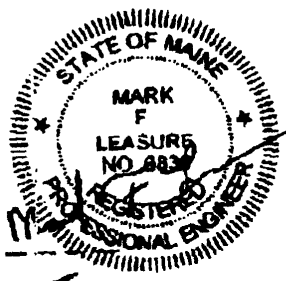
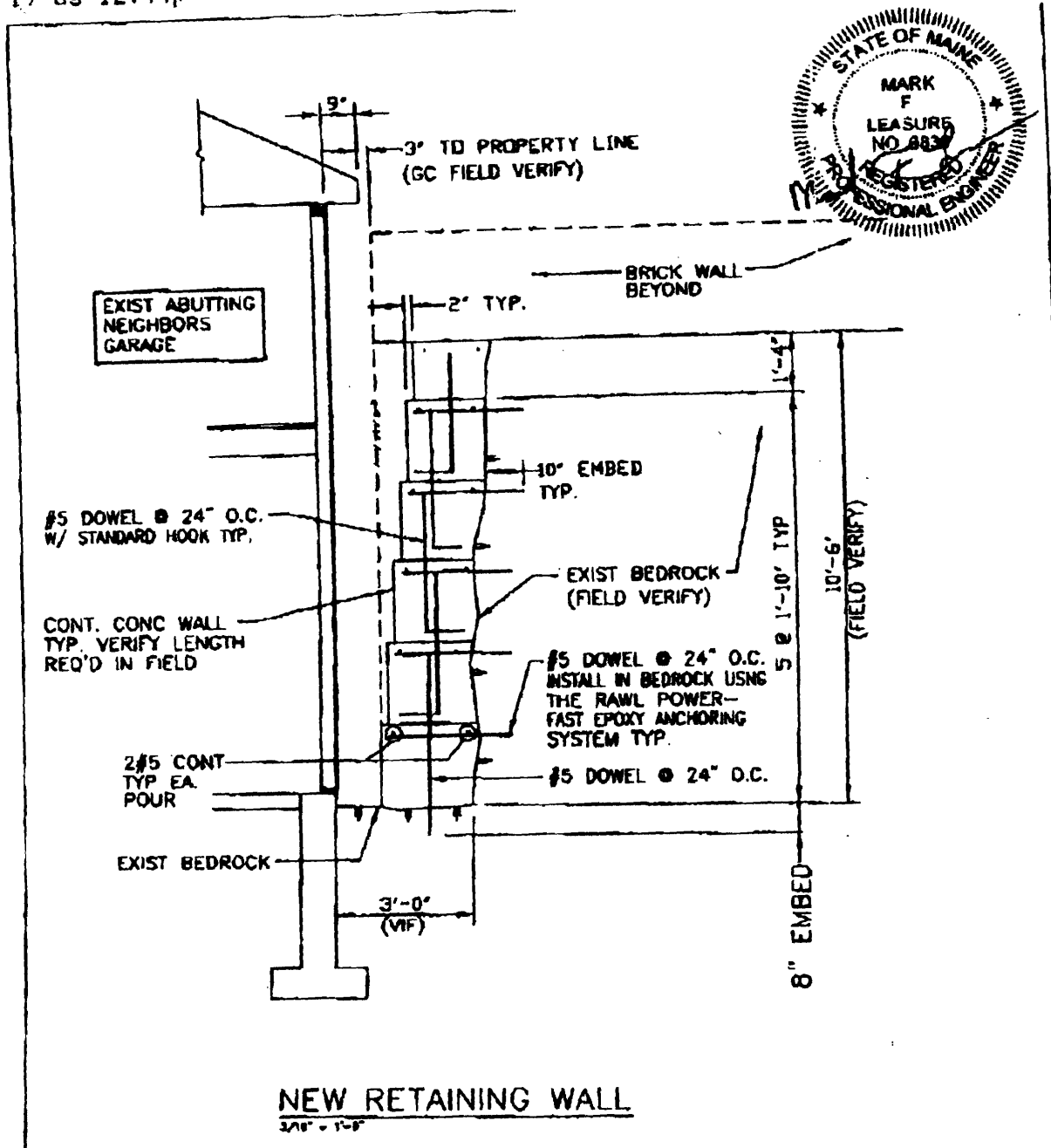
HIGHLAND STREET

CONGRESS
↓ STR.



1325

designed by: MFL	GODUTI RESIDENCE 9 DEERING STREET PORTLAND, MAINE	L & L STRUCTURAL ENGINEERING SERVICES, INC. 501 O STREET SOUTH PORTLAND, MAINE 04106
drawn by: MFL		
checked by: JHL	RETAINING WALL DESIGN	PHONE: (207) 767-4838 FAX: (207) 766-8432 EMAIL: rleasure@l-l-engineering.com
scale: AS NOTED		
date: February 17, 2005		SKS-1



NEW RETAINING WALL
3'11" - 1'-8"

designed by: MFL	GODUTI RESIDENCE 9 DEERING STREET PORTLAND, MAINE	L & L STRUCTURAL ENGINEERING SERVICES, INC. 504 G STREET SOUTH PORTLAND, MAINE 04106 PHONE: (207) 767-4838 FAX: (207) 766-8432 EMAIL: lls@lls-engineering.com	SKS-1
drawn by: MFL			
checked by: JHL			
scale: AS NOTED			
date: February 17, 2005		RETAINING WALL DESIGN	

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number 1 of 1
Parcel ID 046 B023001
Location 9 DEERING ST
Land Use MULTI-USE COMMERCIAL

Owner Address GODUTI ELEANOR J & JOHN H WALKER ETAL TRS
 PO BOX 31
 PORTLAND ME 04112

Book/Page 8236/270
Legal 46-B-23
 DEERING ST 9
 AVON PL 21
 10370 SF

Current Assessed Valuation

Land	Building	Total
\$186,700	\$156,700	\$343,400

Building Information

Bldg #	Year Built	# Units	Bldg Sq. Ft.	Identical Units
1	1900	4	7158	1

Total Acres	Total Buildings	Sq. Ft.	Structure Type	Building Name
0.238	7158		MIXED RES/COMM	MADD MOTHERS A.D.D.

Exterior/Interior Information

Section	Levels	Size	Use
1	B1/B1	1704	SUPPORT AREA
1	01/01	2094	CONVERTED OFFICE
1	02/02	1680	APARTMENT
1	03/03	1680	APARTMENT

Height	Walls	Heating	A/C
6		NONE	NONE
10	BRICK/STONE	HW/STEAM	NONE
10	BRICK/STONE	HW/STEAM	NONE
10	BRICK/STONE	HW/STEAM	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE
		NONE	NONE

Building Other Features

Line	Structure Type	Identical Units
3	ENCLOSED ENTRY	1

Yard Improvements

Year Built	Structure Type	Length or Sq. Ft.	# Units
1980	ASPHALT PARKING	2000	1

9 Bedford St.

December 21, 1951

Mr. Richard Cotuiti
125 North Street
Falmouth Borough, Me. 04105

Dear Mr. Cotuiti:

At the December 17th meeting of the Board of Appeals, the Board voted unanimously to approve your application for a change of use at the above named location from four apartments and factory offices to four apartments and attorneys' offices.

A certificate of occupancy can now be issued for this change of use. This includes among the conditional uses listed in the Zoning Ordinance of the Zoning Ordinance. This use was recently added to Article 22.5.2.4.1 by approval of City Council Order #24, dated November 2, 1951. A copy of this amendment is attached to this letter.

Sincerely,

Harold J. ...
Zoning Specialist

C.C. Sheldon & Merrill, Attorneys
Richard J. ...
Alfred ... City Engineer
P.S. ... Chief of Inspection Services
Joseph L. Gray, Dir. Planning & Urban Dev.
David ... Corp. Counsel



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF PLANNING
AND URBAN DEVELOPMENT

August 31, 1982

Dr. Richard Goduti
9 Deering Street
Portland, Maine 04103

Re: 9 Deering Street

Dear Dr. Goduti:

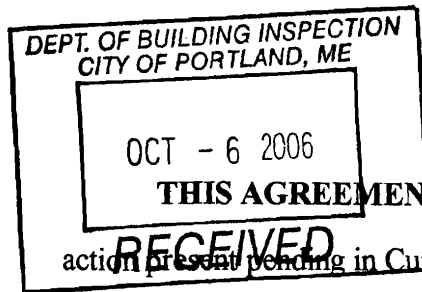
It has come to the attention of this office, as a result of a complaint, that there is a Down East Carriers office at this address. This is in violation of Section 602.7.A of the City of Portland Zoning Ordinance. You must notify the lessee to vacate the premises within 30 days of receipt of this letter.

Sincerely yours,

Merlin Leary
Code Enforcement Officer

ML/jmr





SETTLEMENT AGREEMENT

THIS AGREEMENT is made this day of July, 2004, between and among the parties to a civil action ~~present pending in Cumberland County Superior Court~~, and captioned Stackhouse vs. Goduti, et al, No. CV-03-184 (the "Civil Action"). The parties to said civil action and the parties to this Agreement (all of whom collectively shall hereinafter be referred to as the "Parties") are as follows:

Theodore Stackhouse ("Stackhouse" or "Plaintiff"); and

Eleanor J. Goduti, Thomas M. Pierce and John H. Walker, in their capacities as Trustees of the Estate of Richard J. Goduti ("Defendants");

WITNESSETH:

WHEREAS, the Parties desire to enter into a settlement agreement to avoid the expense and burden of litigating further the Civil Action and to lay to rest any dispute over the boundary line between their respective properties and to all claims that the parties may have against each other;

NOW, THEREFORE, in consideration of the payment of twelve thousand dollars (\$12,000.00) by Defendants to Plaintiff and their mutual promises and of the further considerations hereinafter stated, the Parties agree as follows:

1. **DISMISSAL:** The Parties agree to dismiss with prejudice and without costs the Civil Action and Counterclaims by the filing of a Stipulation of Dismissal in the form of that which is attached to this Settlement Agreement as Exhibit A.
2. **MUTUAL RELEASES:** The Parties agree to execute and deliver a Mutual Release of all claims, subject to the terms of this agreement and the recordable Boundary Line Agreement referenced herein.
3. **SOLE AGREEMENT:** Any and all prior and contemporaneous discussions, undertakings, agreement, and understanding of the Parties regarding settlement are merged in this Settlement Agreement and the General Release which is attached hereto as Exhibit B, which alone fully and completely express the Parties' entire agreement. No warranties, representations, covenants, or agreements of any nature whatsoever have been made by any party hereto except as expressly set forth in this Settlement Agreement, the Boundary Line Agreement or the General Release attached hereto as Exhibit B.

4. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the Parties and their respective successors, assigns, heirs, and personal representatives.

5. **RETAINING WALL:** The retaining wall (hereinafter referred to as "wall") along the shared boundary line of the parties, after its repair, renovation or replacement, shall be entirely the sole property of Defendants, their successors and assigns. Any reference to the shared boundary line of the parties shall mean the property line as agreed to and as defined in the Boundary Line Agreement executed by the parties.

6. **WALL MAINTENANCE:** Maintenance of the wall shall now and forever be the sole responsibility of and shall be done at the sole expense of Defendants, their successors and assigns. Repairs required to the wall under the terms of this agreement shall be done in a good and sufficient workmanlike manner and the wall shall hereafter be maintained in a good condition. References herein to work to be done by Defendants, their successors and assigns shall include contractors hired by Defendants, their successors and assigns to do the work.

7. **ACCESS FOR REPAIRS:** Plaintiff, his successors and assigns shall allow Defendants, their successors and assigns, subject to reasonable notice, reasonable access to the his property in order that necessary repairs and maintenance of the wall may be undertaken by Defendants, their successors and assigns. Defendants, their successors and assigns shall repair any damage to the property of Stackhouse resulting from said access, restoring the property to the condition prior to said access, and shall indemnify and hold harmless Plaintiff, his successors and assigns from any and all costs, suits or damages resulting from any repairs or maintenance of the wall.

8. **NATURE OF REPAIRS:** Immediately upon the execution of this agreement, Defendants shall undertake such removal, renovations and repairs to the wall as are required by this agreement and by the current condition of the wall. All work must comply with all laws and ordinances applicable to the property and, in particular, the repairs and renovation of the wall by Defendants, their successors and assigns must fully comply with all historic preservation rules, regulations, ordinances or requirements of the City of Portland. In the work on the wall, Defendants, their successors and assigns shall:

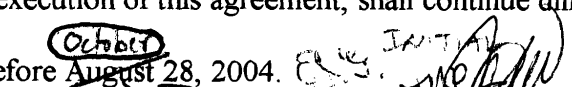
- A. Replace all missing stone and the granite cap, as necessary, and otherwise repair and renovate the wall as required by this agreement, from a point at the

Deering Street end of the shared boundary line to a point near the rear of the Stackhouse main building (that portion of the wall identified as "Area I" on the Boundary Plan).

- B. The remainder of the wall, including that portion beside the Stackhouse garage will be completely removed and replaced with a solidly constructed retaining wall utilizing concrete, stone or some other suitable material, provided that the replacement wall shall be completed with a finished appearance without residual "form" marks or pins, or uneven surfaces (except to the extent that the wall is faced with stone), and, if necessary, faced with a uniform material.

9. CONCRETE CAP: It is understood and agreed by the parties that the so-called concrete cap bridging the space from the current retaining wall to the Stackhouse garage will be removed by Defendants, and said cap will not be replaced, provided however, that Defendants shall make such repairs to the Stackhouse garage as may be necessary because of the removal of said cap.

10. CONTRACTOR: The name of the contractor(s) undertaking the initial work and any future work to the wall shall be supplied to Plaintiff, his successors and assigns, by Defendants, their successors and assigns, together with adequate proof of liability insurance of the designated contractor(s) and all subcontractors.

11. REPAIRS COMPLETION DATE: The required repairs and renovations to the wall immediately upon execution of this agreement, shall continue diligently until completed, and shall be completed on or before ^{October} August 28, 2004. 

12. GARAGE WALL: If Defendants determine that it is reasonably necessary to gain access to the wall from the Stackhouse property for removal of sections of the wall adjacent to the Stackhouse garage, Plaintiff agrees to allow removal of so much of the garage wall adjacent to the wall as may be necessary to effectuate the work required by this agreement, provided that Defendant reconstruct the garage wall when the work is completed and restore the garage wall to a condition at least equal to its condition prior to removal.

13. **REQUIRED WORK:** Work required by Defendants, their successors and assigns under this agreement includes restoration the clapboards (on the side wall of the garage immediately adjacent to the wall) damaged or dislodged by the collapse of the wall or by the removal of the concrete cap, and Defendants, their successors and assigns will repair any and all damage to the Stackhouse property caused by removal and/or repair of the retaining wall, and will indemnify and hold harmless Stackhouse for damages caused by contractors hired by Defendants, their successors and assigns to remove, replace or repair the wall.

14. **VEGETATION REMOVAL:** Defendant will remove any vegetation on his property that he is concerned may be damaged by the work required by this agreement, prior to the work progressing.


15. **PROPERTY LINE AGREEMENT:** As part of the settlement of this matter, the parties shall execute a recordable property line agreement.

16. **MONUMENT PLACEMENT:** The boundary line will have monuments put into place at either end of the shared boundary line as established by the survey undertaken by Titcomb Associates dated December 10, 2002; monuments shall consist of 5/8" rebar or such other suitable material as the parties may agree upon, and an additional monument shall be placed midway between the corners, if practicable. The monuments shall be placed Plaintiff's expense, and the parties shall each be given the opportunity to be present for the placement. *Need to place prior to commencement of work. Placement should be before August 28th to maintain completion date.*

17. **STACKHOUSE PAYMENT:** Upon execution of this agreement, Defendants shall pay to Plaintiff \$12,000 in cash, as part of the settlement.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized agents and representatives, hereto have duly executed this agreement as of the year and date above first written.

WITNESS:



Theodore Stackhouse, Plaintiff

STATE OF MAINE
Cumberland, SS.

July , 2004

Personally appeared the above-named Theodore Stackhouse and made oath that the foregoing Settlement Agreement signed by him is his free act and deed.

Before me,



~~Notary Public~~
Attorney at Law

Daniel W. Rogers
Typed or Printed Name

WITNESS:

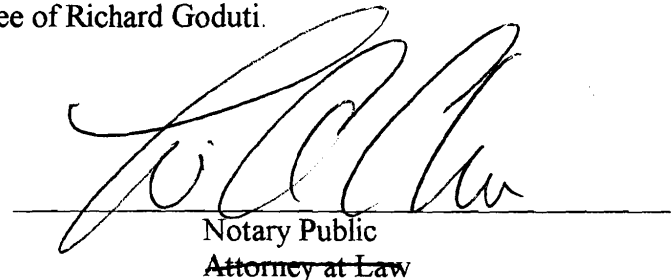
<u>Jennifer B. Edes</u>	<u>Eleanor J. Goduti</u> ELEANOR J. GODUTI
<u>Jennifer B. Edes</u>	<u>Thomas M. Pierce</u> THOMAS M. PIERCE
<u>Jennifer B. Edes</u>	<u>John H. Walker</u> JOHN H. WALKER

STATE OF MAINE
Cumberland, SS.

~~August~~
~~July~~ 19 , 2004

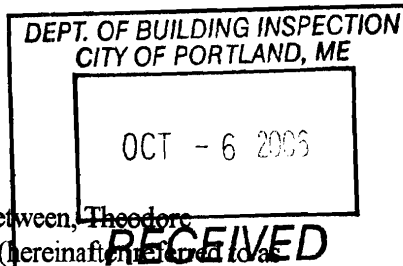
Personally appeared the above-named Eleanor J. Goduti, Thomas M. Pierce and John H. Walker, in their said capacity and made oath that the foregoing Settlement Agreement signed by him is their free acts and deeds and the free act and deed of the Trustee of Richard Goduti.

Before me,



Notary Public
Attorney at Law

LISA A. CHASE
Typed or Printed Name Notary Public, Maine
My Commission Expires
December 28, 2008



BOUNDARY LINE AGREEMENT

THIS AGREEMENT is made this ^{3RD} day of ~~August~~ ^{SEPTEMBER}, 2004, by and between, Theodore Stackhouse, having a mailing address of 11 Deering Street, Portland, ME 04101 (hereinafter referred to as "Stackhouse") and Trustees of the Trust of Richard J. Goduti, having a mailing address of c/o Thomas Pierce, H. M. Payson & Co., 1 Portland Square, Portland, ME 04101 (hereinafter referred to collectively as "Trustees") to establish a common agreed-upon boundary line between certain land owned by Stackhouse as described in a deed recorded in the Cumberland County Registry of Deeds at Book 4049, Page 116, and certain other land owned by Trustees as described in a deed recorded in the Cumberland County Registry of Deeds at Book 8236, Page 270.

The boundary line between the properties of the parties is as shown on the partial plan attached hereto as Exhibit A, which is incorporated herein by reference (hereinafter the "Boundary Plan"). All parties hereto agree that it is their intention hereby to establish and confirm their mutual boundary in the location shown on the boundary plan, with the property labeled "Stackhouse" being the real estate owned by Stackhouse and the property labeled "Goduti" being the real estate owned by the Trustees. Said boundary plan identifies a "property line as agreed to" between the property of Stackhouse and the Trustees, more particularly described within the "Line Agreement - Stackhouse / Goduti" prepared by Titcomb Associates that is attached hereto and incorporated herein as Exhibit B.

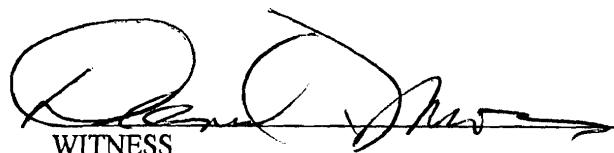
ACCORDINGLY,

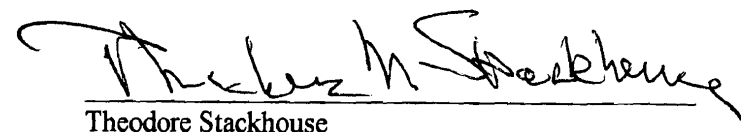
I. Stackhouse hereby GRANTS RELEASES AND QUITCLAIMS unto the Trustee's of the Trust of Richard J. Goduti, its heirs, successors and assigns, all of Stackhouse's right, title and interest, if any, in and to the property shown on the boundary plan as "Goduti," being all that land located easterly of the line marked as "property line as agreed to" that runs according to the boundary plan from a 5/8" rebar set into the ground at the northerly and southerly ends of the shared boundary line, extending between said pieces of rebar, and running generally along the retaining wall which will be placed entirely upon the Goduti/Trustees property, except that at the northerly end of said retaining wall, the first course of vertical rock on the corner of the retaining wall or the rock approximately eighteen (18) to twenty four (24) inches from the corner of the wall depending upon the width of individual rocks in the first course of vertical rock, above the first two horizontal courses at the base of the wall, may continue to encroach slightly into the Stackhouse property provided that there is no further lateral movement of said course and the encroachment does not injure the Stackhouse property rights.

II. The Trustees hereby GRANT RELEASE AND QUITCLAIM unto Theodore Stackhouse, his heirs, successors and assigns, all of the Trustee's right, title and interest, if any, in and to the property shown on the boundary plan as "Stackhouse," being all that land located westerly of the boundary line as described in paragraph "I" above and in the Property Line Description and on the Boundary Plan.

This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of August, 2004.


WITNESS


Theodore Stackhouse

STATE OF MAINE
CUMBERLAND, ss

~~Sept~~
~~August~~ 3, 2004


Personally appeared the above-named Theodore Stackhouse and acknowledged the foregoing instrument to be his free act and deed.

Before me,


NOTARY PUBLIC/ATTORNEY AT LAW

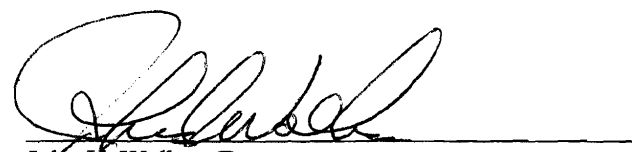
Daniel W. Moors
Printed Name

On behalf of the Trust of Richard J. Goduti


WITNESS


Eleanor J. Goduti, Trustee

Jennifer B. Edes
WITNESS


John H. Walker, Trustee

Jennifer B. Edes
WITNESS


Thomas M. Pierce, Trustee

STATE OF MAINE
CUMBERLAND, ss

~~Sept~~ 2
~~August~~, 2004

Personally appeared the above-named Eleanor J. Goduti, Trustee and acknowledged the foregoing instrument to be her free act and deed in her said capacity as Trustee of the Trust of Richard J. Goduti.

Before me,


NOTARY PUBLIC/ATTORNEY AT LAW

DAVIS J. MARCHESE
Printed Name

STATE OF MAINE
CUMBERLAND, ss

~~Sept.~~ 1, 2004
~~August~~

Personally appeared the above-named John H. Walker, Trustee and acknowledged the foregoing instrument to be her free act and deed in his said capacity as Trustee of the Trustee of Richard J. Goduti.

Before me,

Pamela S. Stephenson
NOTARY PUBLIC/ATTORNEY AT LAW
PAMELA S. STEPHENSON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 3/14/2008

Printed Name

STATE OF MAINE
CUMBERLAND, ss

~~Sept.~~ 1, 2004
~~August~~

Personally appeared the above-named Thomas M. Pierce, Trustee and acknowledged the foregoing instrument to be her free act and deed in his said capacity as Trustee of the Trustee of Richard J. Goduti.

Before me,

Pamela S. Stephenson
NOTARY PUBLIC/ATTORNEY AT LAW
PAMELA S. STEPHENSON
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES 3/14/2008

Printed Name

Exhibit "A" to Boundary Line Agreement
"Boundary Plan" as referred to in Settlement Agreement

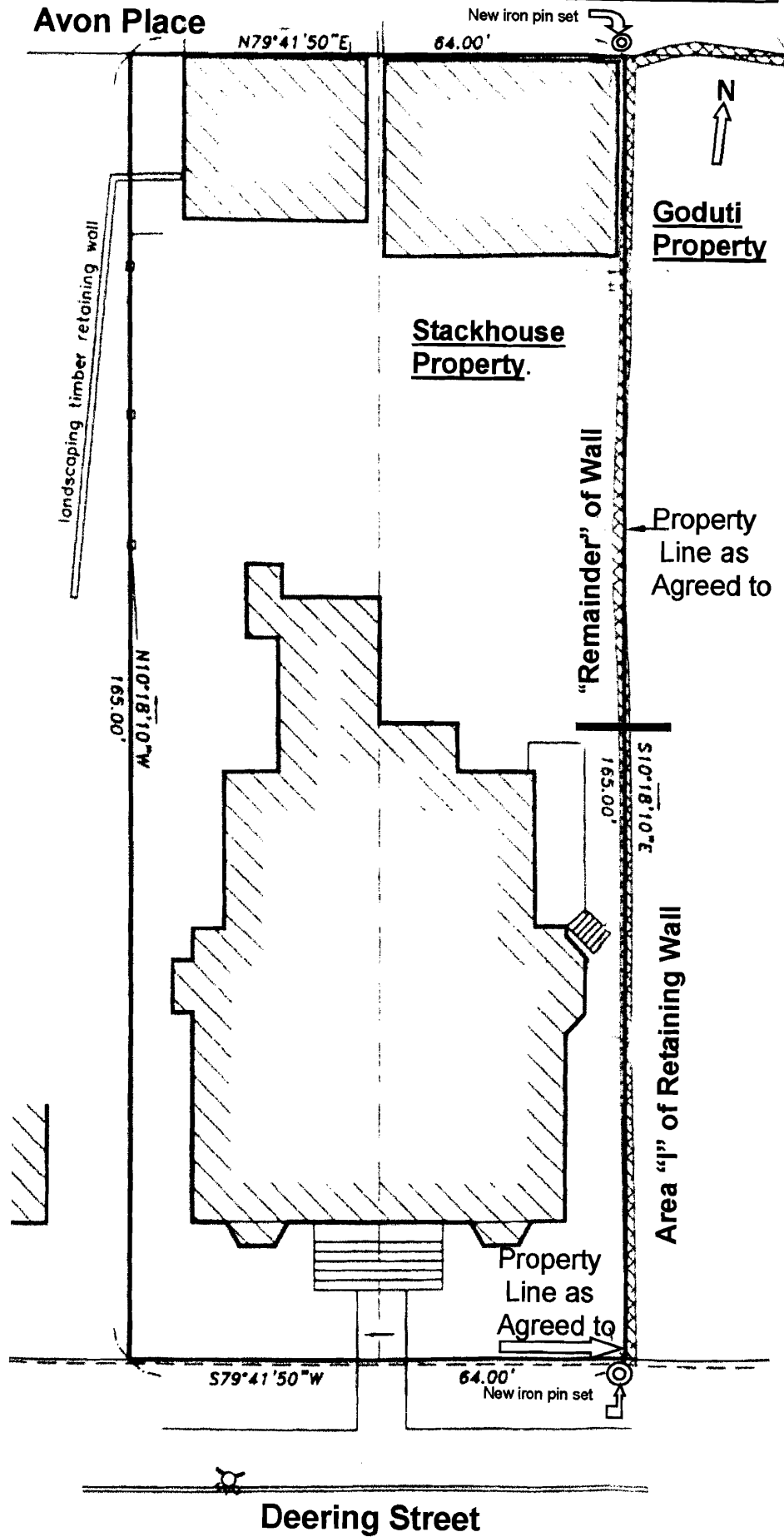


Exhibit "B" to Boundary Line Agreement



Titcomb Associates

Land Surveying
Land Planning

133 Gray Road
Bancroft, Maine 04105-2029
(207) 797-8798
(207) 878-3142

3rd (207) 442-7799
New Gloucester (207) 926-4678

Description

Line of Agreement - Stackhouse / Goduti Deering Street, Portland, Maine

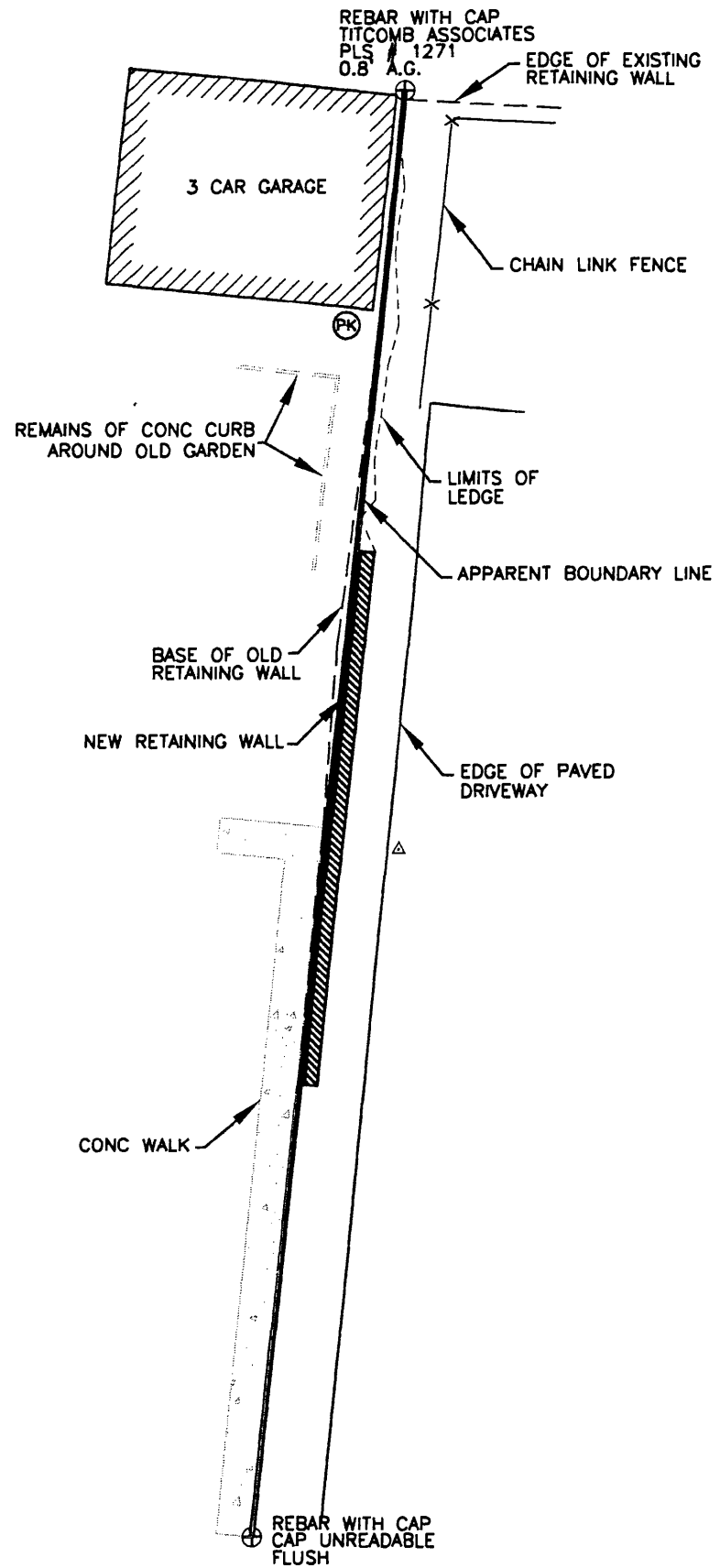
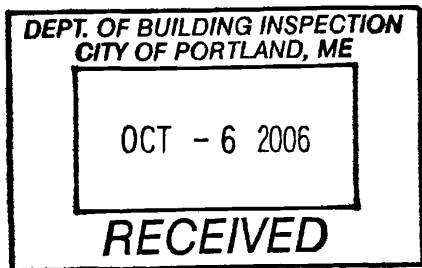
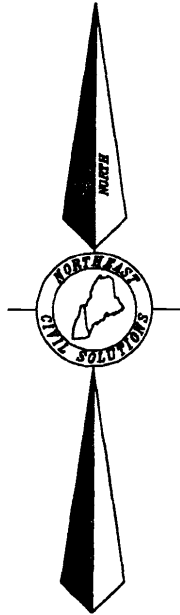
A certain line of agreement for properties located on the northerly side of Deering Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at an iron pin to be set (capped 5/8" rebar) on the northerly sideline of Deering Street at a point located N 79°41'50" E a distance of Thirty-Two and 00/100 (32.00) feet along said Deering Street from a point at the intersection of said Deering Street and the extension southerly of the partition wall which divides the building situated at 11-13 Deering Street, said intersection point also being the southeasterly corner of land now or formerly of Theodore M. Stackhouse et al. as described in a deed recorded in the Cumberland County Registry of Deeds in Book 3004, Page 30 and the southwesterly corner of land now or formerly of said Stackhouse et al. as described in a deed recorded in said Registry in Book 4049, Page 116. Said iron pin to be set also being located N 79°41'50" E a distance of Sixty-Four and 00/100 (64.00) feet from an iron pin to be set (capped 5/8" rebar) at the southeasterly corner of land now or formerly of Kenneth P. Burnham and Jessica V. Burnham as described in a deed recorded in said Registry in Book 17959, Page 331, and the southwesterly corner of the first above mentioned land of Stackhouse et al.

Thence N 10°18'10" W a distance of One Hundred Sixty-Five and 00/100 (165.00) feet to an iron pin to be set (capped 5/8" rebar) on the southerly sideline of Avon Place, said iron pin to be set being located N 79°41'50" E a distance of Sixty-Four and 00/100 (64.00) feet along said Avon Place from an iron pin to be set (capped 5/8" rebar) at the northeasterly corner of said land of Burnham and the northwesterly corner of the first above mentioned land of Stackhouse et al.

Meaning and intending to establish the location of the common boundary line between land now or formerly of Theodore M. Stackhouse et al. as described in a deed recorded in said Registry in Book 4049, Page 116 and land now or formerly of Eleanor J. Goduti et als., Trustees of Revocable Trust Agreement, described in a deed recorded in said Registry in Book 8236, Page 270. Bearings are referenced to magnetic north 1967.

Reference is herein made to a Plan of Property made for Theodore Stackhouse by Titcomb Associates dated December 10, 2002.



DEERING STREET

