

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 07-0947	Issue Date:	CBL: 048 E006001
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Location of Construction: 124 SHERMAN ST	Owner Name: MCGARVEY MARY F	Owner Address: 124 SHERMAN ST	Phone:
Business Name:	Contractor Name: Perks Peak Construction	Contractor Address: 11 Perks Road Windham	Phone: 2078388643
Lessee/Buyer's Name	Phone:	Permit Type: Additions - Multi Family	Zone: R-6

Past Use: Multi- Family	Proposed Use: Multi-Family - Renovations to existing deck, build 2 sets of stairs for additional egress <i>to ground from deck</i>	Permit Fee: \$70.00	Cost of Work: \$4,500.00	CEO District: 2
Proposed Project Description: Renovations to existing deck, build 2 sets of stairs for additional egress <i>from deck to ground</i>		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type:	
		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:				

WITHDRAW

Permit Taken By: Idobson	Date Applied For: 08/07/2007	Zoning Approval		
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<ol style="list-style-type: none"> 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. 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 Minor MM 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 <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <i>ABU</i> Date:
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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



General Building Permit Application

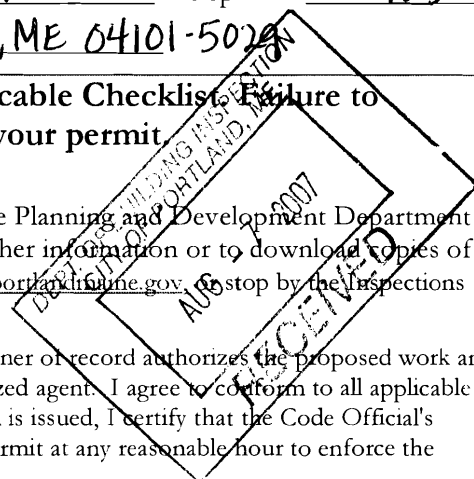
If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>124¹²⁶ Sherman Street, Portland, ME 04101</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot <u>2930</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>48 - E - 6</u>	Applicant * must be owner, Lessee or <u>Buyer</u> * Name <u>Phillip Tuttraw</u> Address <u>85 Market St., Apt. 408</u> City, State & Zip <u>Portland, ME 04101-5029</u>	Telephone: <u>207-423-9135</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Mary F. McGarvey</u> Address <u>124 Sherman St.</u> City, State & Zip <u>Portland, ME 04101</u>	Cost Of Work: \$ <u>4,500.00</u> C of O Fee: \$ _____ Total Fee: \$ <u>4</u>
Current legal use (i.e. single family) <u>Three Family</u> If vacant, what was the previous use? _____ Proposed Specific use: _____ Is property part of a subdivision? _____ If yes, please name _____ Project description: <u>Replace existing deck boards. Replace current railing with 42" railing. Build two sets of stairs with railings from deck to ground, including a middle platform. Re-support existing structure as needed to code.</u>		
Contractor's name: <u>Randy Perkins/ PERK'S PEAK Construction Company</u> Address: <u>11 Perks Peak Road</u> City, State & Zip <u>Windham, ME 04062</u> Telephone: <u>207-838-8643</u> Who should we contact when the permit is ready: <u>Phillip Tuttraw</u> Telephone: <u>207-423-9135</u> Mailing address: <u>85 Market St., Apt 408, Portland, ME 04101-5029</u>		

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

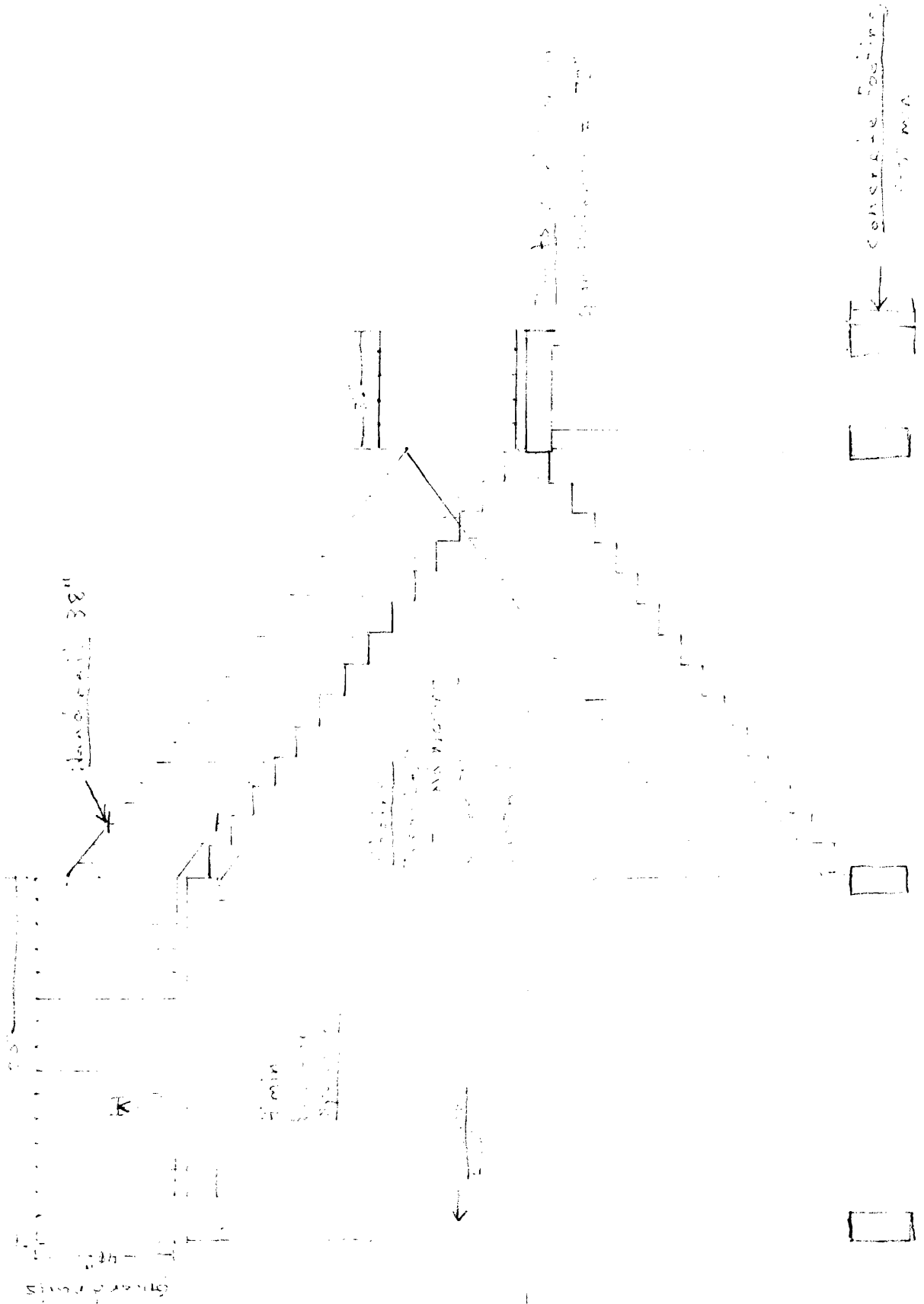
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division 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: Phillip E. Tuttraw Date: 8/7/07

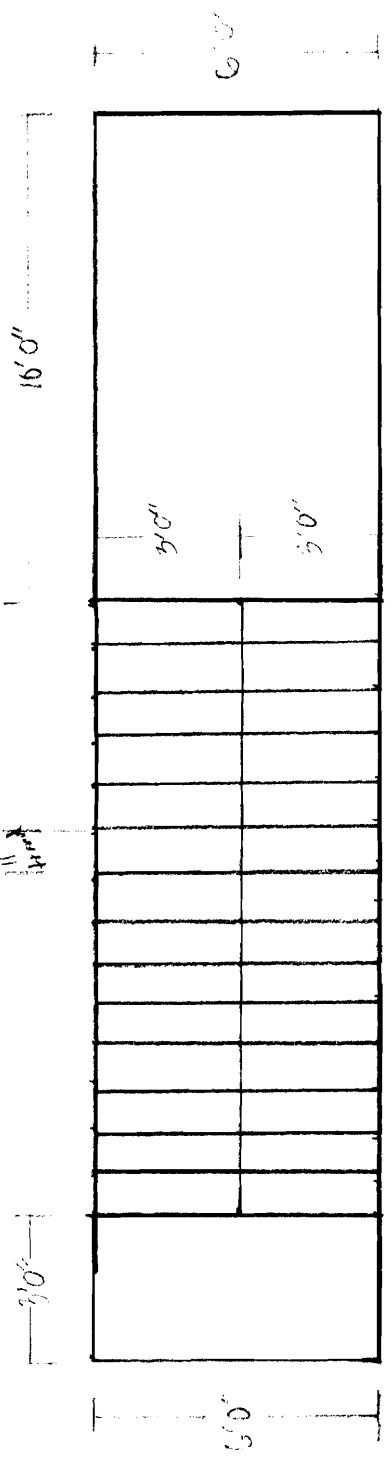
This is not a permit; you may not commence ANY work until the permit is issue



STAIRS

there is 7"
the width is 36"

each tread is 11"





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	048 E006001
Location	124 SHERMAN ST
Land Use	THREE FAMILY
Owner Address	MCGARVEY MARY F 124 SHERMAN ST PORTLAND ME 04101
Book/Page	
Legal	48-E-6 SHERMAN ST 124-126 2930 SF

Current Assessed Valuation

Land	Building	Total
\$62,500	\$194,600	\$257,100

Property Information

Year Built 1896	Style Old Style	Story Height 2	Sq. Ft. 3030	Total Acres 0.067		
Bedrooms 6	Full Baths 3	Half Baths	Total Rooms 14	Attic Full Fin./wh	Basement Full	

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
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Sales Information

Date	Type	Price	Book/Page
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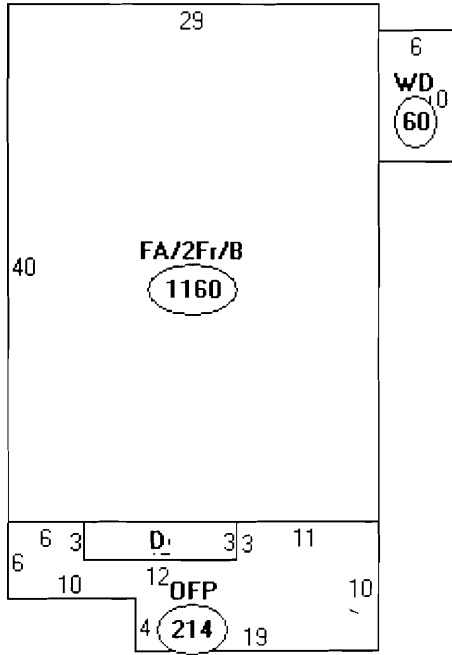
Picture and Sketch

[Picture](#) [Sketch](#) [Tax Map](#)

[Click here](#) to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

New Search!



1 No.
60

Descriptor/Area

A: FA/2Fr/B
1160 sqft

B: WD
60 sqft

C: OFF
214 sqft

D: 2FBAY/B
36 sqft

= 1470

~~1470~~

shirts - $3 \times 6 = 18$

$6 \times 12.53 = 76.98$

94.98

1564.98

PERK'S PEAK CONSTRUCTION CO

11 Perk's Peak Road
Windham, ME 04062
207-838-8643

Mrs. Mary T. McGarvey
124 Sherman Street
Portland, ME 04101

Work to be completed at 124 Sherman Street, Portland:

- Replace existing deck boards with pressure treated lumber
- Replace lattice work with 42" railing to code, maximum 4" spacing
- Build 2 sets of stairs with railing from deck to ground including middle platform with pressure treated lumber to code
- Re-support existing deck structure as needed to code
- Obtain all necessary permits from the City of Portland

Work will start Thursday, August 9, 2007, weather permitting and will be completed no later than August 24, 2007.

Copy of Builder's Risk insurance policy to be provided to owner of 124 Sherman Street prior to start of work.

Payment to be received no later than August 28, 2007.

Total \$4,500.00

Randy Perkins, Contractor

Date

Mary T. McGarvey

Date

PURCHASE AND SALE AGREEMENT

July 15, 2007

7-16-07 Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Phillip E Tuttle, Jenny L Tuttle ("Buyer") and Mary F. McGarvey ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of: If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 124 Sherman Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2413, Page(s) 327.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump and electrical fixtures are included with the sale except for the following: No exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: No exception

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: Two washing machines, two dryers, three stoves and three refrigerators

Seller represents that such items shall be operational at the time of closing, except: No exceptions

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 290,000.00 Buyer has made; or will make within 3 business days of the date of this offer, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be paid _____. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: Assist 2 Sell ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 16, 2007 (date) 5 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on August 28, 2007 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

10 RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11 PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) None. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12 PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention (formerly Maine Bureau of Health) regarding arsenic in private water supplies and arsenic in treated wood. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

13 DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Licensee makes no warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION			YES	NO	RESULTS REPORTED TO SELLER
a.	General Building		X		Within 14 days	j.	Lead Paint		X		Within 7 days
b.	Asbestos			X	Within 7 days	k.	Asbestos Treated Wood		X		Within 7 days
c.	Environmental Scan			X	Within 7 days	l.	Pests		X		Within 7 days
d.	Sewage Disposal			X	Within 7 days	m.	Pool		X		Within 7 days
e.	Water Quality (including but not limited to radon, arsenic, lead, etc.)			X	Within 7 days	n.	Zoning		X		Within 7 days
f.	Water Quantity		X		Within 7 days	o.	Habitat Review		X		Within 7 days
g.	Air Quality (including but not limited to asbestos, radon, etc.)		X		Within 14 days	p.	Flood Plain		X		Within 7 days
h.	Spurn Encroachment		X		Within 7 days	q.	Code Conformance		X		Within 14 days
	Other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.			X	Within 21 days	r.	Insurance		X		Within 14 days
						s.	Other approved		X		Within 21 days

14 HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____

15 FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a conventional loan of 97.000 % of the purchase price, at an interest rate not to exceed 6.750 % and amortized over a period of 30 years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 3 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 20 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than --- points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.

- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Kathryn Wallingford of Assist to Sell is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

Corki Gray of Keller Williams Realty is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: Multi family

The Property Disclosure Form is not an addendum and not part of this Agreement.

23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property does does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

26. OTHER CONDITIONS: Seller agrees to allow the buyer to show the units to prospective tenants at reasonable times during the term of this contract.

A copy of this Agreement is received by all parties and, by signature, receipt . . . a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 85 Market Street, Apt. 408, Portland, ME 04101

Phillip E Tuttraw 07/15/07 BUYER Phillip E Tuttraw
Jenny L Tuttraw 7.15.07 BUYER Jenny L Tuttraw

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 124 Sherman Street, Portland, ME 04101

Mary F. McCarvey 7/16/07 SELLER Mary F. McCarvey

COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____



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* no open stairways above ground floor for multiple family

124-126 Sherman St - 7/10/64 - Allan

R6

rear setback 20' min?

* side setback - 10' min to building

lot coverage 53% = 1465

already over what

stairs

1470 ϕ now.

