

**City of Portland, Maine - Building or Use Permit Application**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

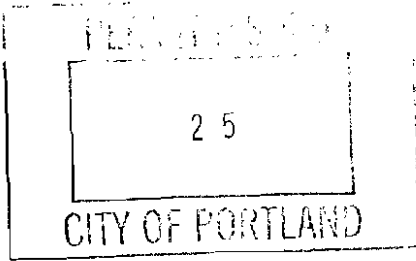
Permit No: 10-0096	Issue Date:	CBL: 169 D045001
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Location of Construction: 37 Grafton St	Owner Name: Jollotta Mary S	Owner Address: Po Box 87	Phone:
Business Name:	Contractor Name: Higgins, Tim	Contractor Address: 242 Veranda Street Portland	Phone 2078385870
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-5

Past Use: Single Family	Proposed Use: New Single Family / This is a permit for a site plan only. A demolition permit will be applied, also an amendment for the new single family,	Permit Fee: \$30.00	Cost of Work: \$30.00	CEO District: 4
Proposed Project Description: New Single Family; / This is a permit for a site plan only.		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: Type: Site work only Signature: JMB 3/25/10	
		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: gg	Date Applied For: 02/03/2010	<b>Zoning Approval</b>		
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- 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..



<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Pand 7 zone X <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2010-002 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> off with conditions Date: 2/4/10	<b>Zoning Appeal</b> <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	<b>Historic Preservation</b> <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 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

**City of Portland, Maine - Building or Use Permit**

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

Permit No: 10-0096	Date Applied For: 02/03/2010	CBL: 169 D045001
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Location of Construction: 37 Grafton St	Owner Name: Jollotta Mary S	Owner Address: Po Box 87	Phone:
Business Name:	Contractor Name: Higgins, Tim	Contractor Address: 242 Veranda Street Portland	Phone (207) 838-5870
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: New Single Family / This is a permit for a site plan only. A demolition permit will be applied, also an amendment for the new single family,	Proposed Project Description: New Single Family; / This is a permit for a site plan only.
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25

Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 02/04/2010
Note:	CITY OF PORTLAND Ok to Issue: <input checked="" type="checkbox"/>		
<ol style="list-style-type: none"> <li>1) If there are any changes to the site plan prior to construction, this office SHALL be notified to review those changes for compliance PRIOR to construction.</li> <li>2) THE ISSUANCE OF THIS PERMIT IS NOT APPROVAL TO COMMENCE CONSTRUCTION. A SEPARATE PERMIT IS REQUIRED WITH THE STRUCTURAL DETAILS OF THE PROPOSED SINGLE FAMILY. THIS PERMIT IS ONLY FOR THE ZONING AND SITE PLAN REVIEW.</li> <li>3) It is understood that a separate permit for the actual construction of the new single family will be applied for with all supplementary construction documentation under a separate permit application.</li> <li>4) It is understood that before this permit can be issued, a separate permit to remove the existing, dilapidated single family must be removed with a permit.</li> <li>5) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that this permit is only for a site plan review and zoning review prior to construction to determine if this project can meet those specific ordinances.</li> </ol>			

Dept: Building	Status: Approved with Conditions	Reviewer: Jeanine Bourke	Approval Date: 03/25/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) This permit approves site work only, no excavation for foundation or construction activity allowed.			

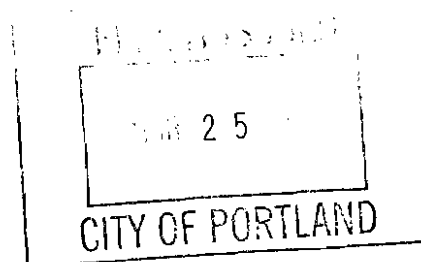
Dept: DRC	Status: Approved with Conditions	Reviewer: Philip DiPierro	Approval Date: 02/23/2010
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
<ol style="list-style-type: none"> <li>1) Erosion and Sedimentation control shall be established and inspected by the Development Review Coordinator prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines. All Erosion and Sedimentation control measures must be inspected and maintained daily. Development Review Coordinator Philip DiPierro can be reached at 874-8632 for the Erosion Control inspection.</li> <li>2) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions. The applicant is responsible for addressing all drainage issues relating to this site, including the installation of stormwater control measures if required, i.e drywells, rain barrels, rain gardens, etc.</li> <li>3) A street opening permit(s) is required for your site. Please contact Carol Merritt ay 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)</li> <li>4) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Services must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.</li> <li>5) All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.</li> <li>6) The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.</li> </ol>			

<b>Location of Construction:</b> 37 Grafton St	<b>Owner Name:</b> Jollotta Mary S	<b>Owner Address:</b> Po Box 87	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Higgins, Tim	<b>Contractor Address:</b> 242 Veranda Street Portland	<b>Phone</b> (207) 838-5870
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

- 7) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 8) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.

**Comments:**

2/4/2010-mes: there is currently a dilapidated single family dwelling at the rear of the property. This permit is to flesh out approvals for a new single family dwelling after the existing building is torn down. There will be a supplemental permit for the demolition of the existing building and a subsequent permit with all the structurals for the completion of this permit. It has also been determined that this lot is a lot of record.



10 0096



# 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>37 Grafton St.</u>		
Total Square Footage of Proposed Structure/Area <u>1800 Sq Ft.</u>	Square Footage of Lot <u>5700 Sq Ft</u>	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>169 D 45-46</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Higgins Builders Inc</u> Address <u>242 VERANDA ST</u> City, State & Zip <u>Portland, ME 04103</u>	Telephone: <u>838-5870</u>
Lessee/DBA (If Applicable) <b>RECEIVED</b> FEB -3 2010 Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name <u>Mary Jolotta</u> Address <u>P.O. Box 87</u> City, State & Zip <u>Jackson, N.H. 03846</u>	Cost Of Work: \$ <u>30.00</u> Site Cost Fee: \$ <u>300.00</u> Total Fee: \$ <u>330.00</u>
Current legal use (i.e. single family) <u>Single Family</u> Number of Residential Units <u>1</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Single Family</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Permis for site plan only, will come back + do an amendment for the building. Per</u>		
Contractor's name: <u>Higgins Builders Inc.</u> <u>Structural is not ready</u> <u>Marge Schumacher</u> Address: <u>242 VERANDA St.</u> City, State & Zip: <u>Portland, ME</u> Telephone: <u>838-5870</u> Who should we contact when the permit is ready: <u>Tim Higgins</u> Telephone: <u>838-5870</u> Mailing address: <u>242 VERANDA St.</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](http://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: [Signature] Date: FEB 2-10

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

STREET EXCAVATION AND/OR  
SEWER CONNECTION PERMIT

**CITY OF PORTLAND, MAINE**  
DEPARTMENT OF PUBLIC SERVICES

PERMIT NO.

9000202

THIS PERMIT EXPIRES THIRTY DAYS FROM DATE OF ISSUE

DATE: 01/20/2010

PERMISSION IS HEREBY GIVEN TO R A Pierce Excavating 47 Walnut Hill Parkway  
NAME ADDRESS

TO OPEN 37 - 37 Grafton St Street/Avenue

FOR THE PURPOSE OF Single family home to be demolished and sewer lateral re-used  
in six months

SAID WORK SHALL BE PROPERLY DONE ACCORDING TO The Excavation Ordinance, Chapter 25 of the Municipal Code, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES." and abide by all provisions of Chapter 6, Plumbing Code and Chapter 24, Sewer Use Ordinance, of the Municipal Codes of the City of Portland, Maine. I HAVE READ AND UNDERSTOOD MY RESPONSIBILITIES AS A LICENSED EXCAVATOR AS DESCRIBED IN THE STREET EXCAVATOR ORDINANCE, SECTION 25, ARTICLE VII OF THE MUNICIPAL CODE.

THE WORK IS BEING DONE BY:

CONTRACTOR: R A Pierce Excavating, 47 Walnut Hill Parkway, North Yarmouth  
NAME ADDRESS

PLUMBER: \_\_\_\_\_  
NAME ADDRESS

OWNER: \_\_\_\_\_  
NAME ADDRESS

NOTES: \_\_\_\_\_

*Michael J. Boblinsky*  
Michael J. Boblinsky  
Director of Public Services

This permit does not create in the applicant any permission for him to enter or use the land of another property owner, either temporarily or permanently, for the purpose of connection with the City sewer line. Questions concerning such permission should be referred to Applicant's attorney.

Qty	Description	Rate per Unit	Charge	Paid	Due
0.200	Sealed Drain	\$250.00 Each	\$50.00	\$50.00	\$0.00
<b>Totals:</b>			<u>\$50.00</u>	<u>PA \$50.00</u>	<u>\$0.00</u>

*OK #2309*  
*C Meritt*

**ALL CONTRACTORS/INDIVIDUALS MUST NOTIFY THE CITY OF PORTLAND, PUBLIC SERVICES DISPATCH AT 874-8493 THE MORNING OF THE EXCAVATION AND ONE HOUR BEFORE COMPACTION**

White copy - Permittee's • Yellow copy - Billing • Pink copy - File



*Strengthening a Remarkable City. Building a Community for Life • www.portlandmaine.gov*

*Penny St. Louis Littell- Director of Planning and Urban Development  
Marge Schmuckal, Zoning Administrator*

November 10, 2009

Joseph S. Jollotta, Jr.  
37 Grafton Street  
Portland, ME 04103

RE: 37-39 Grafton Street -169-D-45 & 46 – R-5 Residential Zone

Dear Mr. Jollotta, Jr.,

I am in receipt of your request to determine whether the property located at 37-39 Grafton Street could be considered a Lot of Record as defined within the City of Portland Land Use Zoning Ordinance if the existing house was demolished and a new house built upon the property.

I am in receipt of chain of title information from all abutting properties researched and prepared by Robert Greenlaw of Ocean Park Land Surveying, LLC.

Section 14-433 allows an undersized lot to be built upon if it can meet the definition of a Lot of Record as stated:

**“Any lot of record as of June 5, 1957, and held under separate and distinct ownership from adjacent lots and having a street frontage of forty (40) feet, or to which a means of access has been previously approved by the City Council as provided elsewhere in this article, may be considered a buildable lot in any residential zone ..... provided that the applicable yard dimensions can be met”.**

First of all this is a lot (consisting two merged lots) that has been described separately as of June 5, 1957 per the information submitted. It has also been shown by submitted chain of title evidence that this lot has been held under separate and distinct ownership from all adjacent lots. And finally, it is demonstrated on the Assessor's map records that there is an existing street frontage of at least forty (40) feet (sixty feet is the actual shown).

Therefore, if you were to demolish the existing house, you would be able to rebuild on the property using the Lot of Record provision within the Ordinance.

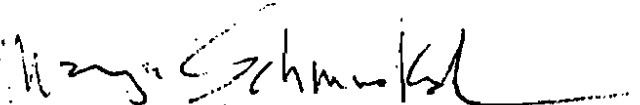
This letter is not intended to allow you to begin rebuilding now or in the future without meeting all other Ordinance reviews and criteria. A copy of this letter should be submitted with your application to rebuild.

Please note that if the Ordinance changes in the future in a way that affects your ability to build, you must abide by the Ordinance in effect at that time.

If you have any questions regarding this letter, please do not hesitate to contact me at 874-8695.

You have the right to appeal my decision concerning use. If you wish to exercise your right to appeal, you have 30 days from the date of this letter in which to appeal. If you should fail to do so, my decision is binding and not subject to appeal. Please contact this office for the necessary paperwork that is required to file an appeal.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marge Schmuckal", with a long horizontal flourish extending to the right.

Marge Schmuckal  
Zoning Administrator

THIS PERMIT EXPIRES THIRTY DAYS FROM DATE OF ISSUE

DATE: 01/29/2010

PERMISSION IS HEREBY GIVEN TO R A Pierce Excavating 47 Walnut Hill Parkway  
NAME ADDRESS

TO OPEN 37 - 37 Grafton St Street/Avenue

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THE WORK IS BEING DONE BY:

CONTRACTOR: R A Pierce Excavating, 47 Walnut Hill Parkway, North Yarmouth  
NAME ADDRESS

PLUMBER: \_\_\_\_\_  
NAME ADDRESS

OWNER: \_\_\_\_\_  
NAME ADDRESS

NOTES: \_\_\_\_\_  
\_\_\_\_\_

*Michael J. Bobinsky*  
Michael J. Bobinsky  
Director of Public Services

This permit does not create in the applicant any permission for him to enter or use the land of another property owner, either temporarily or permanently, for the purpose of connection with the City sewer line. Questions concerning such permission should be referred to Applicant's attorney.

Qty	Description	Rate	per	Unit	Charge	Paid	Due
0.200	Sealed Drain	\$250.00		Each	\$50.00	\$50.00	\$0.00
<b>Totals:</b>					<b>\$50.00</b>	<i>PA</i> <b>\$50.00</b>	<b>\$0.00</b>

*OK # 2309*

*C. Merritt*



# PURCHASE AND SALE AGREEMENT

Offer Date January 7, 2010

1/14/10 Effective Date  
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between Higgins Builders Inc. ("Buyer") and Mary S. Jollotta ("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 37 Grafton St. and described in deed(s) recorded at said County's Registry of Deeds Book(s) 21360, Page(s) 197.

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: n/a

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

4. PERSONAL PROPERTY: The following items of personal property as viewed on n/a are included with the sale at no additional cost, in "as is" condition with no warranties: n/a

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 67,000.00. Buyer  has delivered; or  will deliver to the Agency within 0 days of the Offer Date, a deposit of earnest money in the amount \$ 500.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. Failure by Buyer to deliver 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 wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Greater Portland Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 13, 2010 (date) 5:00  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 See Adden. #1 (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 calendar 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 Insurable Title 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.



15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Archie Giobbi of Greater Portland Realty is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

----- of ----- 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.

16. 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.

17. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims 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.

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: Addendum #1 & 2

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 calendar 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 which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays (including but not limited to Patriots Day, Columbus Day, Martin Luther King Holiday, etc.) Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

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.

*TAA*

*MJ*

11/2/10

26. OTHER CONDITIONS: See Addendum #1 and #2.

A copy of this Agreement is to be received by all parties and, by signature, receipt of 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 and Seller acknowledge that Maine law says the owner of property as of April 1st is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1st which could have a negative effect on their credit rating.

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 242 Vernanda St., Portland, ME 04103

[Signature] 01/07/2010  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Higgins Builders Inc.

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 \_\_\_\_\_

[Signature] 1/12/10  
SELLER Mary S. Jollotta \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

**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 closing date of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



## Addendum 2 to Agreement

Addendum to contract dated January 7, 2010

between Mary S. Jollotta (hereinafter "Seller")

and Higgins Builders Inc. (hereinafter "Buyer")

property 37 Grafton St., Portland,

Continued from Addendum #1- All parties agree to the following terms and conditions:

~~4. P&S Paragraph 26: Other Conditions:~~

Seller and Buyer agree upon signing this P&S Agreement that both parties will, within (3) days, initiate the necessary process to fulfill the Contingencies in this Agreement.

A. Seller to proceed in his attempt to secure a Removal or demolition permit from the City of Portland and to inform the Buyer of the progress. Contact should be in (5) day increments.

B. Buyer must secure all necessary approvals ic, Site Plan, Building Permit and Survey, if necessary, and any correspondence from the City of Portland. Contact should be in (5) day increments.

5. P&S Paragraph 26: Other Conditions:

Greater Portland Realty will be established as escrow agent at closing to hold an amount of \$2,000.00. This money shall be released to the Seller upon completion of the removal and demolition of the existing structure. Seller to complete this work within (3) days of the closing date. Verification will be by a third party, Greater Portland Realty principle, before funds shall be released.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature] 1-14-10  
Buyer Date  
Higgins Builders Inc.

[Signature] 1/12/10  
Seller Date  
Mary S. Jollotta

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

# Addendum 1 to Agreement

Addendum to contract dated January 7, 2010

between Mary S. Jollotta (hereinafter "Seller")

and Higgins Builders Inc. (hereinafter "Buyer")

property 37 Grafton St., Portland,

All parties agree to the following terms and conditions:

1. P&S-Paragraph 7 -Title and Closing:

~~Seller and Buyer agree to establish a closing date no later than February 15, 2010. Exact date to be determined by the completion of contingencies.~~

2. P&S-Paragraph 12- Due Diligence:Section U-Zoning and Section P-Code Conformance

Buyer requires sufficient time to consult with the City of Portland's Zoning Coordinator to ascertain the validity of the subject lot being a "Grandfathered Building Lot" and the required process necessary to secure a Building Permit for new construction ie, Chain of Title acceptance and Site Plan Approval. Buyer requests (30) days for satisfactory results.

3. P&S-Paragraph 12- due Diligence: Section S-Lot Size/Acerage

Seller agrees to remove or demolish existing structure for an agreed amount of \$2,000.00 within (3) days after closing and to assure the Buyer that the removal or demolition of the structure will not render the subject lot unbuildable by City of Portland Ordinances. A letter from the City of Portland or its Zoning Coordinator stating the status of this request will suffice.

Continued on Addendum #2

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature] 1-14-10  
Buyer Date  
Higgins Builders Inc.

Mary Jollotta 1/12/10  
Seller Date  
Mary S. Jollotta

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

2300

55-7445/2112  
0240803818

HIGGINS BUILDERS INC.  
P.O. BOX 2147  
SOUTH PORTLAND, ME 04116-2147

DATE Jan 5-60

PAY TO THE  
ORDER OF

Greater Portland Realty \$500. -

Five hundred ——— DOLLARS





Banknorth

Maine

*Handwritten signature*

MEMO

⑆211274450⑆ 0240803818⑈

2300

© 1958 BANK OF AMERICA, N.Y. AND C. SAFETY FIRST

Applicant: Tim Higgins  
Address: 37 Gratton St

Date: 2/4/10  
C-B-L: 169-D-45

CHECK-LIST AGAINST ZONING ORDINANCE

Date -

#10-0096

Zone Location - R-5

Interior of corner lot -

Proposed Use/Work - <sup>to be</sup> (under sep. permit: remove existing single family dwelling) and to

Sewage Disposal - City <sup>see reverse</sup> Build New Single Family dwelling  
32x34 house - 24x20 - 10x16 rear deck

Lot Street Frontage - lot of record only requires 40' - 60' scaled

Front Yard - 20' min req or average  $\frac{3.34 + 5.98}{2} = 4.66$  min front yd - 13.5' scaled

Rear Yard - 20' min - 21' shown - (10' ok because 2' added to other side total of 24' req - 26' shown)

Side Yard - 12' min req 10' & 16' shown (Not more than 50% of basement above grade) <sup>shell of</sup> 2 story

Projections - rear deck 10x16' with stairs (4x10')

Width of Lot - 60' min - 60' shown

Height - 35' MAX - scaled 35' <sup>7/10 plan</sup> from highest pt to lowest point - <sup>34.25'</sup> from the average height to the midway pt is less

Lot Area - This is a lot of record - See determination letter 11/10/09

Lot Coverage/Impervious Surface - 5700 # 40% max allowed = 2280 <sup>See reverse calculated</sup>

Area per Family - 3,000 # for 1 Du - 5700 # is shown

Off-street Parking - 2 required - 3 shown - 1 ext. 5' from property line

Loading Bays - N/A

Site Plan - minor/minor 2010-002

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 7 - Zone X

looks like the street is in and permanently paved



## **Marge Schmuckal - 37 Grafton Street, Single Family Site Plan Review**

---

**From:** Philip DiPierro  
**To:** Code Enforcement & Inspections  
**Date:** 2/23/2010 9:08 AM  
**Subject:** 37 Grafton Street, Single Family Site Plan Review

---

Hi all, this project, #2010-0002, meets the minimum DRC single family site plan review requirements for the issuance of a building permit. Please see UI for sign off. Feel free to contact me with any questions. Thanks.

Phil

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
Zoning Copy**

2010-0002

Application I. D. Number

2/3/2010

Application Date

New Single Family

Project Name/Description

Higgins Timothy A

Applicant

244 Veranda St, Portland, Me 04103

Applicant's Mailing Address

37 - 37 Grafton St, Portland, Maine

Address of Proposed Site

169 D045001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Applicant Ph: (207) 838-5870 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail

Manufacturing  Warehouse/Distribution  Parking Lot  Apt 0  Condo 0  Other (specify) \_\_\_\_\_

0

Proposed Building square Feet or # of Units

Acreeage of Site

Proposed Total Disturbed Area of the Site

Zoning

**Check Review Required:**

Site Plan (major/minor)

Zoning Conditional - PB

Subdivision # of lots \_\_\_\_\_

Design Review

Amendment to Plan - Board Review

Zoning Conditional - ZBA

Shoreland

Historic Preservation

DEP Local Certification

Amendment to Plan - Staff Review

Zoning Variance

Flood Hazard

Site Location

After the Fact - Major

Stormwater

Traffic Movement

Housing Replacement

After the Fact - Minor

PAD Review

14-403 Streets Review

Other \_\_\_\_\_

Fees Paid: Site Plan \$50.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 2/4/2010

**Zoning Approval Status:**

Reviewer \_\_\_\_\_

Approved

Approved w/Conditions  
See Attached

Denied

Approval Date \_\_\_\_\_

Approval Expiration \_\_\_\_\_

Extension to \_\_\_\_\_

Additional Sheets  
Attached

Condition Compliance

signature

date

Performance Guarantee

Required\*

Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

Performance Guarantee Accepted

date

amount

expiration date

Inspection Fee Paid

date

amount

Building Permit Issue

date

Performance Guarantee Reduced

date

remaining balance

signature

Temporary Certificate of Occupancy

date

Conditions (See Attached)

expiration date

Final Inspection

date

signature

Certificate Of Occupancy

date

Performance Guarantee Released

date

signature

Defect Guarantee Submitted

submitted date

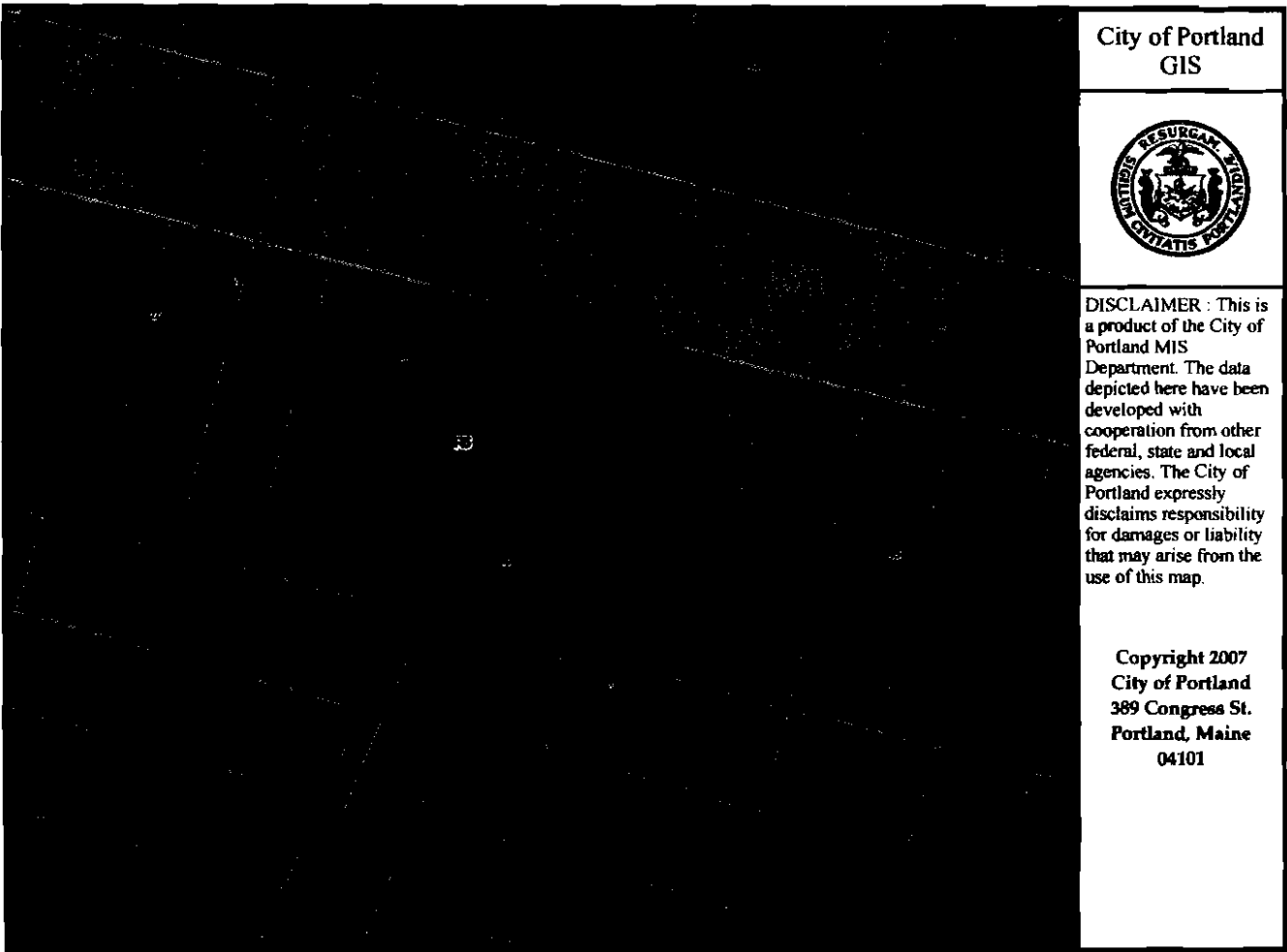
amount

expiration date

Defect Guarantee Released

date

signature



R-5 Zone

169-D-45-46

5700<sup>#</sup>

I understand this lot to be 60' wide

$$60' \times 95' = 5700^{\#}$$

$$\begin{array}{r} 95 \\ - 60 \\ \hline 35 \\ - 24 \\ \hline 11 \end{array} \quad \begin{array}{l} \text{potential} \\ \text{36' wide house} \end{array}$$

$$\begin{array}{r} 95 \\ - 40 \\ \hline 55 \end{array} \quad \begin{array}{l} \text{front/rear} \\ \text{setbacks} \\ \text{house} \\ \text{length of } 9 \end{array}$$

<sup>Determine</sup>  
See letter for  
lot of record

Tim Higgins  
1/7/10

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-6486

City Home Departments City Council E-Services Calendar Jobs

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:**

**Services**

**Applications**

**Doing Business**

**Maps**

**Tax Relief**

**Tax Roll**

**Q & A**

**CBL** 169 D045001  
**Land Use Type** SINGLE FAMILY  
**Property Location** 37 GRAFTON ST  
**Owner Information** JOLLOTTA MARY S  
 PO BOX 87  
 JACKSON NH 03846  
**Book and Page** 21360/097  
**Legal Description** 169-D-45-46  
 GRAFTON ST 37-39

**Current Assessed Valuation:**

**TAX ACCT NO.** 23778 **OWNER OF RECORD AS OF APRIL 2008**  
 JOLLOTTA MARY S  
**LAND VALUE** \$64,000.00 **PO BOX 87**  
**BUILDING VALUE** \$55,000.00 **JACKSON NH 03846**  
**NET TAXABLE - REAL ESTATE** \$119,000.00  
**TAX AMOUNT** \$2,111.06

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

**Building Information:**



Best viewed at 800x600, with Internet Explorer

Card 1 of 1  
**Year Built** 1908  
**Style/Structure Type** OLD STYLE  
**# Stories** 1  
**Bedrooms** 2  
**Full Baths** 1  
**Total Rooms** 4  
**Attic** NONE  
**Basement** FULL  
**Square Feet** 608  
[View Sketch](#)      [View Map](#)      [View Pictures](#)



**Outbuildings/Yard Improvements:**

Card 1  
**Year Built** 1970  
**Structure** SHED-FRAME  
**Size** 8X10  
**Units** 1  
**Grade** D  
**Condition** F

**Sales Information:**

Sale Date	Type	Price	Book/Page
6/2/2004	LAND + BUILDING	\$0.00	21360/97
3/17/1998	LAND + BUILDING	\$0.00	/







SOUTH ELEVATION

*from  
ridge  
to lowest  
35'*



STREET ELEVATION

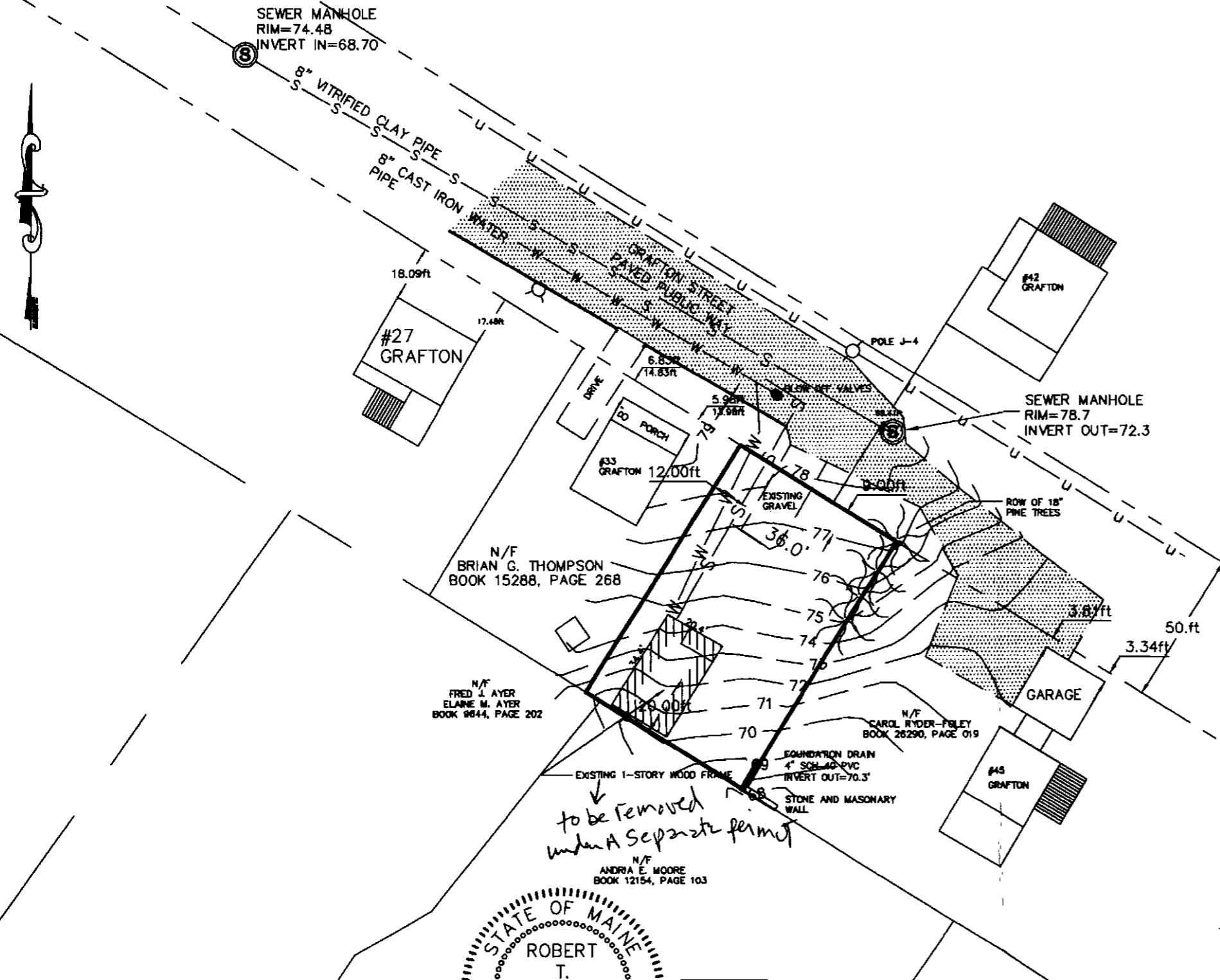
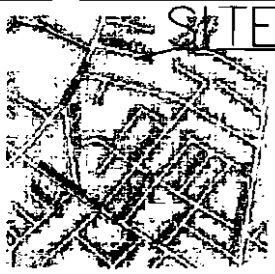
*not more than 50% to lower level basement  
is above grade - considered a 2 story*

Stephen W. Tibbetts, P.E.  
 Consulting Civil Engineer  
**Architectural Designer**  
 15 Oak Ridge Road  
 Brunswick, Maine 04011  
 tel 207.725.6168  
 fax 207.725-6168  
 stibbettspe@suscom-maine.net

**HIGGINS HOUSE**  
 37 GRAFTON STREET  
 PORTLAND, MAINE

**ELEVATIONS**

DATE 1 FEBRUARY 2010	JOB NO.
DRAWN	CHECKED
SCALE 1/8"=1'-0"	FILE NAME
SHEET	
OF	



STATE OF MAINE  
 ROBERT T. GREENLAW  
 #2303  
 PROFESSIONAL LAND SURVEYOR

*Robert T. Greenlaw*

**GENERAL NOTES:**

1. RECORD OWNER OF PARCEL: MARY S. JOLLOTA AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 21360, PAGE 097.
2. BEARINGS ARE BASED UPON A MAGNETIC NORTH OBSERVATION TAKEN WITH A HAND HELD COMPASS DURING THE YEAR 2010.
3. AREA OF PARCELS: 5700 SQ. FT. *given*
4. REFERENCE IS MADE TO THE FOLLOWING PLANS:
  - a. WASHINGTON GARDENS ANNEX DATED 1920, SAID PLAN RECORDED IN THE "REGISTRY" IN PLAN BOOK 14, PAGE 49. THE SUBJECT PARCEL IS SHOWN THEREON AS LOTS 180 & 181.
  - b. CITY OF PORTLAND TAX MAP 169, SUBJECT LOT: BLOCK D LOTS 45&46.
5. NO EASEMENTS WERE DISCOVERED AS PART OF THIS SURVEY.
6. THE FRONT SETBACK SHOWN HEREON IS THE RESULT OF AVERAGING THE FOUR SETBACK DISTANCES OF THE TWO ABUTTING DWELLINGS. THE DISTANCES UTILIZED ARE SHOWN HEREON.
7. STREETLINE BASED UPON CITY OF PORTLAND ENGINEERING DEPARTMENT BLUESHEETS. THE TIES TO THE STREETLINE SHOWN ON SAID BLUESHEETS WAS DUPLICATED WITH A STEEL TAPE IN ACCORDANCE WITH SURVEYING PRACTICE TO REPRODUCE SURVEY WORK.

ZONING: R-5 RESIDENTIAL  
 SETBACKS: FRONT - 20 FT  
 REAR - 20 FT  
 SIDE - 1-1/2 STORY: 8 FT; 2 STORIES: 12 FT  
 ON SIDE STREET: 15 FT  
 MINIMUM LOT SIZE: 6,000 SQ FT  
 MINIMUM LOT FRONTAGE: 50 FT  
 MAXIMUM BUILDING HEIGHT: 35 FT  
 MAXIMUM LOT COVERAGE: 40%

FLOOD NOTE: BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NO. 230051 - 7C, WHICH BEARS AN EFFECTIVE DATE OF 12/08/1998 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

- LEGEND**
- Capped Rebar or Iron Pipe Found
  - ◁ Survey Instrument Point
  - Abutter Line
  - Property Line
  - Street Line
  - (50.00') Distance from reference plan or deed.
  - N/F Now Or Formerly
  - A.G. Above Grade
  - B.G. Below Grade
  - ⊕ Fire Hydrant
  - Edge of traveled way
  - ⊙ Utility Pole
  - u — Overhead Utility
  - S — Existing Sewer Line
  - w — Existing 3/4" Water Line

**SURVEYORS STATEMENT:**

I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE AS ADOPTED APRIL 01, 2001 WITH THE FOLLOWING EXCEPTIONS:

- a) NO WRITTEN REPORT
- b) NO NEW DESCRIPTION

DATE: 01-29-2010

ROBERT T. GREENLAW P.L.S.

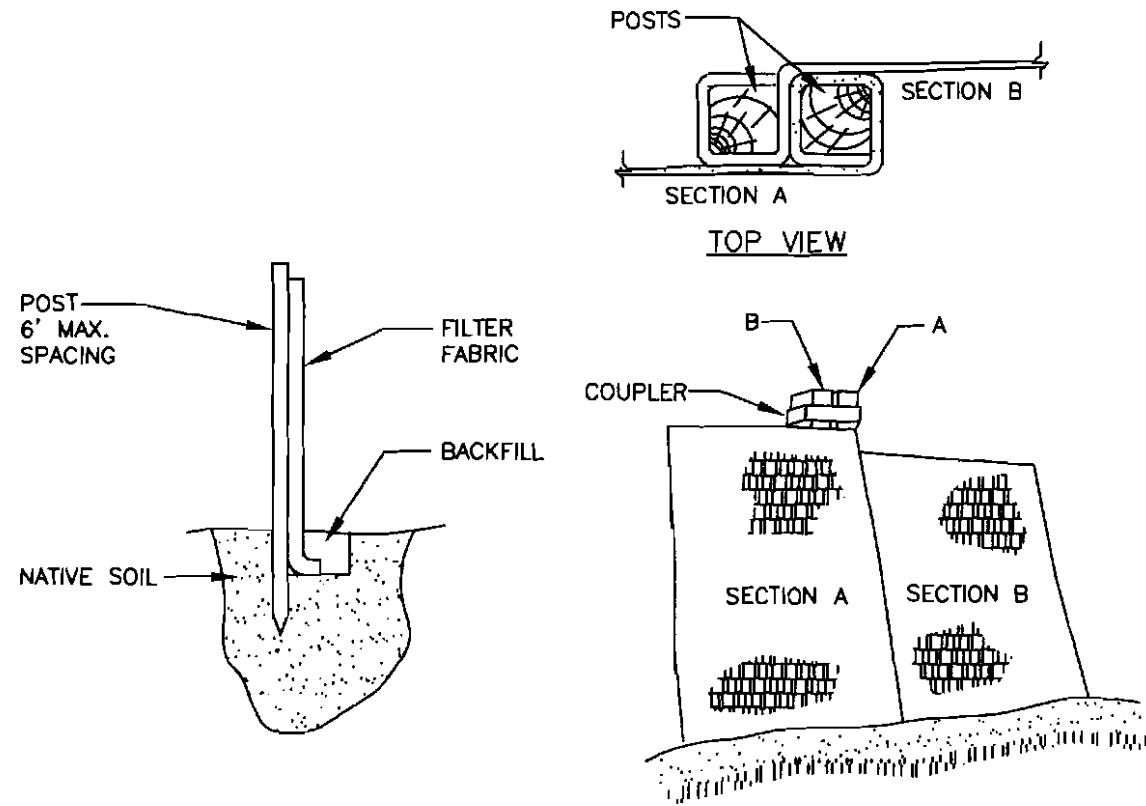
**EXISTING CONDITIONS PLAN**  
 OF 37 GRAFTON STREET PORTLAND, MAINE  
 FOR: **HIGGINS BUILDERS INC.**

DRAWN BY: RTG	CHECKED BY: MMB	SCALE: 1"=40'	DATE OF SURVEY: 12-08-2009
JOB NUMBER: 2010001		SHEET: 1 of 3.	

PREPARED BY:  
**OCEAN PARK LAND SURVEYING LLC**  
 P.O. BOX 7265  
 OCEAN PARK, MAINE 04063  
 207-749-9471 OCEANPARKLLC@GWI.NET  
 DRAWER: 2010 NO: 001







**INSTALLATION:**

1. EXCAVATE A 6"x 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
3. DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM. JOIN SECTION AS SHOWN ABOVE.
4. LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH, BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPANIED BY AN INTERCEPTION DITCH.
5. BARRIER SHALL BE MIRAFI SILT FENCE OR APPROVED EQUAL.

**FILTER BARRIER**

NOT TO SCALE

**DETAIL SHEET**

OF 37 GRAFTON STREET PORTLAND, MAINE

**HIGGINS BUILDERS INC.**

DRAWN BY:RTG	OCEAN PARK LAND SURVEYING LLC
CHECKED BY:MMB	
SCALE: NOT TO SCALE	P.O. BOX 7265 OCEAN PARK, MAINE 04063 207-749-9471 OCEANPARKLLC@GWI.NET
DATE OF SURVEY: 12-08-2009	
JOB NUMBER: 2010001	
SHEET: 3 of 3.	

