

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, if Any, Attached

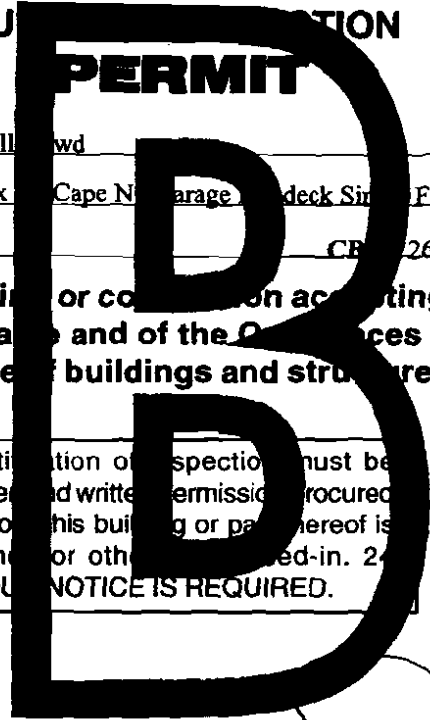
BU...TION

PERMIT

PERMIT ISSUED
 Permit Number: 091141
 MAY 18 2010
 CITY OF PORTLAND

This is to certify that W & C LLC / W & C LLC / Bill wd
 has permission to New 3 bedroom, 1.5 bath 24' x Cape N garage deck Single Family Home
 AT 0 TERRACE AVE (27-~~th~~ Row Ave) CE 260 A01600Y

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine 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.

Notification of inspection must be given and written permission procured before this building or part thereof is lath or other...ed-in. 24 HOURS NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS
 Fire Dept. _____
 Health Dept. _____
 Appeal Board _____
 Other _____
 Department Name

[Signature]
 Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 09-1141	Issue Date:	CBL: 260 A016001
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Location of Construction: 0 TERRACE AVE (27-31 Parc)	Owner Name: W & C LLC	Owner Address: PO BOX 10127	Phone:
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Business Name:	Contractor Name: W & C LLC/ Bill Dowd	Contractor Address: P.O. Box 1456 Portland	Phone: 2077736250
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Lessee/Buyer's Name: Diversified Properties, LLC	Phone:	Permit Type: Single Family	Zone: R-3
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Past Use: Vacant Land	Proposed Use: Single Family Home - New 3 bedroom, 1.5 bath 24' x 32' Cape NO garage NO deck Single Family Home	Permit Fee: \$995.00	Cost of Work: \$90,000.00	CEO District: 3
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FIRE DEPT: <i>N/A</i> <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied	INSPECTION: Use Group: <i>R-3</i> Type: <i>GB</i> <i>IRC 2003</i> Signature: <i>[Signature]</i>
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Proposed Project Description:
New 3 bedroom, 1.5 bath 24' x 32' Cape NO garage NO deck Single Family Home

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
Action: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions	<input type="checkbox"/> Denied
Signature:	Date:	

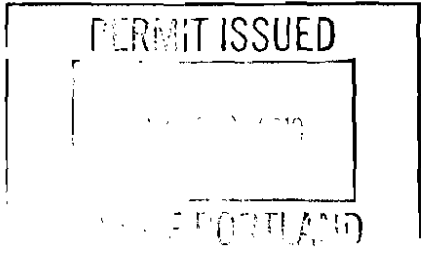
Permit Taken By: Ldobson	Date Applied For: 10/13/2009	Zoning Approval
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- 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..

Special Zone or Reviews
<input type="checkbox"/> Shoreland <i>N/A</i>
<input type="checkbox"/> Wetland <i>N/A</i>
<input type="checkbox"/> Flood Zone <i>part 6-zone X</i>
<input type="checkbox"/> Subdivision
<input checked="" type="checkbox"/> Site Plan
<i>2009-0023</i>
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/>
<i>OK w/conditions</i>
Date: <i>5/5/10</i> <i>AM</i>

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>ABM</i>
Date:



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: 09-1141	Date Applied For: 10/13/2009	CBL: 260 A016001
-----------------------	---------------------------------	---------------------

Location of Construction: 0 TERRACE AVE (27 Rowe Ave.)	Owner Name: W & C LLC	Owner Address: PO BOX 10127	Phone:
Business Name:	Contractor Name: W & C LLC/ Bill Dowd	Contractor Address: P.O. Box 1456 Portland	Phone (207) 773-6250
Lessee/Buyer's Name Diversified Properties	Phone: 773-4988	Permit Type: Single Family	

Proposed Use: Single Family Home - New 3 bedroom, 1.5 bath 24' x 32' Cape w/ full dormer NO garage NO deck Single Family Home	Proposed Project Description: New 3 bedroom, 1.5 bath 24' x 32' Cape w/ full dormer NO garage NO deck Single Family Home
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 05/05/2010
Note: This permit does not include a deck on the rear of the house. **Ok to Issue:**

- As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed structure, it may be required to be located by a surveyor.
- Separate permits shall be required for future decks, sheds, pools, and/or garages.
- This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- This permit is being issued with the condition that our office receive a copy of the recorded deed for the piece of property formerly owned by Shawn Leydon. The certificate of occupancy will not be issued until the recorded deed is received.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 05/17/2010
Note: **Ok to Issue:** ✓

- Fastener schedule per the IRC 2003
- The attic scuttle opening must be 22" x 30".
- The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- The design load spec sheets for any engineered beam(s) / Trusses must be submitted to this office.
- Separate permits are required for any electrical, plumbing, sprinkler, fire alarm HVAC systems, heating appliances, commercial hood exhaust systems and fuel tanks. Separate plans may need to be submitted for approval as a part of this process.
- Those building a new single family dwelling shall install a CO detector in each area within or giving access to bedrooms. That detection must be powered by the electrical service in the building and battery.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Philip DiPierro **Approval Date:** 05/12/2010
Note: **Ok to Issue:** ✓

- A double row of erosion and Sedimentation control measures 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.
- The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Location of Construction: 0 TERRACE AVE (27 Rowe Ave.)	Owner Name: W & C LLC	Owner Address: PO BOX 10127	Phone:
Business Name:	Contractor Name: W & C LLC/ Bill Dowd	Contractor Address: P.O. Box 1456 Portland	Phone (207) 773-6250
Lessee/Buyer's Name Diversified Properties	Phone: 773-4988	Permit Type: Single Family	

- 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.)
- 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 eonnection to schedule an inspector for your site.
- 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.
- 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 inspeetion. 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.
- 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:

5/5/2010-amachado: Received amended Rowe Ave. sudivision plat from planning on 5/3/10. Contacted Jim Wolf asking for the deed for the piece of land that Shawn Leydon is selling to W & C LLC. Jim sent an email stating that the closing with Shawn Leydon is contingent on the building permit being issued. See email dated 5/5/10. Have purchase and sales agreement for right, title and interest.

10/22/2009-amachado: Spoke to Jim Wolf. Need survey that shows all of Shawn Leyden's lot (221 rowe Ave., 260 A017) to make sure that the remaining land not under contract to Diversified Properties meets the R-3 zoning requirements. Also need copies of the two deeds listed in the purchase & sales agreement. Will need deed that describes the new property.

11/4/2009-amachado: Received survey that shows the remaining lot of Shawn Leydon. The lot split does not meet zoning requirements. Shawn Leydon's lot only has a lot width of 62'. He needs 65'. Called Jim Wolf. He will get new survey done with new boundary line.

11/24/2009-amachado: Received revised siteplan for the remaining house lot for 21 Rowe Avenue and the new lot created from CBL 260 A 016 and part of lot 260 A017.

12/1/2009-amachado: Spoke to Jim Wolf. Deck on building plans but not site plan. He will cross them off the plans. Need 11" x 17" of revised site plan. Need description of new lot and two deeds, one from W&C, LLC and one from Shawn Leydon. Also there is a question that Shawn Leyden's property is part of a subdivision, so does the subdivision have to be amended? Reviewoing it at site plan tomorrow.

12/2/2009-amachado: Part of the lot (Shawn Leyden's piece) is part of an existing subdivision (Rowe Avenue Housing Subdivision). Since Lot 1 of the subdivision is being split and part sold off to create another lot, the subdivision plat has to be amended. I left a voicemail for Jim Wolf to call Barbara Barhydt.

BUILDING PERMIT INSPECTION PROCEDURES

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

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.
- Permits expire in 6 months, if the project is not started or ceases for 6 months.
- If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue with construction.

 X Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers

 X Foundation Inspection: Prior to placing ANY backfill for below grade occupiable space

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

 X Final/Certificate of Occupancy: Prior to any occupancy of the structure or use.
NOTE: There is a \$75.00 fee per inspection at this point.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.

Ann Machado - New single family for Rowe/terrace Ave.

From: Ann Machado
To: Philip DiPierro
Date: 10/22/2009 3:46 PM
Subject: New single family for Rowe/terrace Ave.

Phil -

This is regarding the new single family (site plan 2009-0073) application for Jim Wolf (Diversified/W&C, LLC) that is located on Rowe Ave & Terrace Ave. The lot has been created out of CBL 260 A016 owned by W&C LLC and part of CBL 260 A017 owned by Shawn Leyden. The application has a purchase & sales agreement the sellers are W&C LLC & Shawn Leyden and the buyer is Diversified.

I have not done my review yet. I spoke to Jim Wolf telling him that he needed a survey that also showed the remaining lot for Shawn Leyden to make sure that it meets the R-3 requirements. I also told him that we needed copies of the two deeds that are referred to in the purchase & sales agreement. Finally, I told him that we will need a deed description for the new lot that has been created.

I'll let you know when I have received that information and completed my review.

Ann

22161/73 Ben Lecky → Shawn Leyden
(@1 Rowe)
lot 1 on PG 203 / 140F.

26933/15 Daniel Walker to W&C LLC
lot #130 30/70 on terrace ave.

deed description for new property
W&C LLC → Diversified (lot 130)
shawn leyden → Diversified
part of subdivision (

two deeds to make
this lot?

Ann Machado - Re: Misc.

From: Barbara Barhydt
To: West -Chuhta, Danielle
Date: 2/11/2010 4:19 PM
Subject: Re: Misc.

Thank you very much! No go treat yourself to an Indian dinner!

>>> Danielle West -Chuhta (Danielle West -Chuhta) Thursday, February 11, 2010 4:07 PM >>>
Jim:

Thank you for the update. With regard to each of the matters you reference below, please find my response as follows:

1) Hicks Street: As per the attached letter, in addition to the easement and attached indemnification agreement (which needs to be executed by you and I would have to prepare a separate one for Dan) we need the information from your experts as to capacity. Once we receive this information, we will be able to make a decision on your (and Dan's) applications.

2) Burnside Avenue: Once you receive the additional deed for the street, you will be able to proceed forward with your application as described below. This is because, you need to have 100% ownership of the area in question in order to satisfy the frontage requirement.

With regard to your request to withdraw the subdivision application, we will accept this request (and withdraw the application) once you have paid the outstanding fees associated with that application. Please contact Jennifer Dorr in Planning (874-8719) for an exact accounting of the outstanding fees.

3) Rowe Avenue: As I have indicated in the past, based on the information you have provided to date, your proposal involves a reconfiguration of lots and therefore requires an amendment to the subdivision plat which must be reviewed by the Planning Board. If you provide us with all of the relevant deed information (i.e. a chain of title) and a color depiction showing the transfers in this area you have been involved with, we may reconsider this determination.

Thank you for your time,

Danielle

Danielle P. West-Chuhta
Associate Corporation Counsel
City of Portland, Maine
(207) 874-8480

>>> "Jim Wolf" <jmw1@maine.rr.com> 2/10/2010 12:42 PM >>>
Hello Danielle

I would like to bring you up to date on several issues.

Hicks Street

The easement from the cemetery to WA One and MADD is being prepared and should be in place either next week or the following. If the city is still going to require a release and indemnification with regard to our water using the easement would you please forward what will be required. Also,

being that we see an end in the near future I believe Dan will be asking that his permits be reviewed and held until the easement is recorded. I will be speaking to Barbara about the submission of my 3 unit.

Burnside, Michigan, Dakota

As I notified you previously we will shortly have acquired from the Notis heirs there 50 percent interest in the road system(we are waiting for one deed to arrive in the mail). In anticipation of obtaining the Hayden interest we would like to:

1. Make application for a building permit being that we have title in the former road and code does not appear to require 100 percent interest and
2. Ask if the city is going to want a deed to the built portion of Dakota and Burnside? I believe public works established these are not accepted streets.

Further, have Jean and Barbara determined if our subdivision application should be withdrawn?

Rowe Avenue

Has the city made any decision on this? Shawn Lyden is putting pressure me to give him some information regarding his sale of the parcel.

I look forward to hearing from you.

Jim

James M. Wolf
Diversified Properties, Inc.
Post Office Box 10127
Portland, Maine 04104
1-207-773-4988
1-207-773-6875 fax

This electronic transmission may be privileged and contain confidential information. It is not intended nor may it be received by any unauthorized persons. If you have received this transmission in error, please destroy without copying it and notify the sender by calling sender at 207-773-4988 or reply to sender of this email. Thank you.

-----Original Message-----

From: Danielle West -Chuhta [mailto:DWCHUHTA@portlandmaine.gov]
Sent: Thursday, January 28, 2010 3:32 PM
To: Jim Wolf
Cc: Barbara Barhydt
Subject: Re: Hicks

No, I don't think that would be the case. The City would contend that we have prescriptive rights for what was being placed there now, but as I indicated during our meeting, going forward we want to see easements and a release and indemnification in place addressing this drainage.

Ann Machado - New single family on Rowe Ave/Terrace Ave

From: Ann Machado
To: Philip DiPierro
Date: 11/5/2009 3:26 PM
Subject: New single family on Rowe Ave/Terrace Ave

Phil -

This lot was created out of one lot (260 A016) and part of another (260 A017). The remaining lot (260 A017) does not meet the zoning requirements of the R-3 zone. It does not meet lot width. Jim Wolf needs to change the lot lines so both lots meet the zoning requirements.

Ann

From: Danielle West -Chuhta
To: Barhydt, Barbara; Machado, Ann
Date: 1/4/2010 9:23:00 AM
Subject: Re: Jim Wolf's lot on Rowe Avenue

I do not have the information yet.

>>> Barbara Barhydt 12/31/2009 12:26:25 PM >>>

Danielle asked for deed information to determine if the division required subdivision review. I have not heard that he has submitted that information.

Barbara

>>> Ann Machado Thursday, December 31, 2009 11:34 AM >>>

Barbara -

I was wondering what was happening about the lot on Rowe Avenue (260 A016) where Jim Wolf wants to build a single family home (siteplan 2009-0073 in Urban Inaight). This is the one where the lot was created from a lot that Jim Wolf owned (260 A017) and land split off from a lot owned by Shawn Leyden (260 A017). Shawn Leydon's lot is the one that Lot 1 of the Rowe Avenue Subdivision.

Thanks.

Ann

Thanks,

Danielle

>>> "Jim Wolf" <jmw1@maine.rr.com> 1/28/2010 3:21 PM >>>
Danielle

Thank you for the meeting today.

Dan came up with an interesting question after we left. We are actually draining into a city system that in turn drains into the cemetery. Because of this wouldn't the prescriptive rights the city has cover our flow if not increased or even an increased flow for that matter?

I thought it was an interesting enough point that I should mention it and ask the question.

Thank you

Jim

James M. Wolf
Diversified Properties, Inc.
Post Office Box 10127
Portland, Maine 04104
1-207-773-4988
1-207-773-6875 fax

This electronic transmission may be privileged and contain confidential

Ann Machado - Re: Rowe Avenue

From: Barbara Barhydt
To: jmw1@maine.rr.com
Date: 2/26/2010 9:07 AM
Subject: Re: Rowe Avenue
CC: DiPierro, Phillip; Machado, Ann; West-Chuhta, Danielle

Hi Jim:

Danielle and I agree that we need think that we need the whole plat to be revised to show the lot line adjustment to the abutting lot.

Thank you.

Barbara

Barbara Barhydt
Development Review Services Manager
Planning Division
389 Congress Street 4th Floor
Portland, ME 04101
(207) 874-8699
Fax: (207) 756-8256
bab@portlandmaine.gov

>>> <jmw1@maine.rr.com> Friday, February 26, 2010 8:57 AM >>>
Hi Barbara

Am I correct that the plat shows our small lot and the Lyden parcel or do we take the three lot plan and add to it? Not quite sure what you need but will get whatever it is you want.

---- Barbara Barhydt <BAB@portlandmaine.gov> wrote:

> Hi Jim:

>

> In order to proceed you need to submit a revised subdivision plat with a signature block for Penny Littell to sign. Penny will need to sign a mylar copy, but a paper copy may be submitted for review. The revised lot lines must be shown and noted on the plat. The building permit cannot be released until the revised plat is signed and recorded. You must return a mylar copy of the recorded plat showing the book and page numbers from the Cumberland County recording.

>

> Thank you.

>

> Barbara

>

>

>

> Barbara Barhydt
> Development Review Services Manager
> Planning Division
> 389 Congress Street 4th Floor
> Portland, ME 04101

> (207) 874-8699
> Fax: (207) 756-8256
> bab@portlandmaine.gov

>
> >>> "Jim Wolf" <jmw1@maine.rr.com> Thursday, February 25, 2010 4:24 PM >>>

>
> Hello Barbara

>
> During the first part of November changes were made to our building permit application to reflect meeting the code for lot size, width, setback etc. These changes were requested by Anne and I believe approved when submitted. In addition, Phil has also reviewed and approved the plan. What if any additional material is needed to obtain the building permit?

>
> I appreciate your help.

>
> Thank you

>
> Jim

>
>
>
>
> James M. Wolf
> Diversified Properties, Inc.
> Post Office Box 10127
> Portland, Maine 04104
> 1-207-773-4988
> 1-207-773-6875 fax

>
> This electronic transmission may be privileged and contain confidential information. It is not intended nor may it be received by any unauthorized persons. If you have received this transmission in error, please destroy without copying it and notify the sender by calling sender at 207-773-4988 or reply to sender of this email.
Thank you.

>
>



CITY OF PORTLAND, MAINE

Department of Building Inspections

Original Receipt

10.13.2009

Received from James Wolf

Location of Work 25 Rowe Ave

Cost of Construction \$ _____ Building Fee: 920

Permit Fee \$ 1295 Site Fee: 300

Certificate of Occupancy Fee: 75

Total: \$1295

Building (12) Plumbing (15) Electrical (12) Site Plan (12)

Other SFH

CBL: 260 A 14

Check #: CC Total Collected \$ 1295

**No work is to be started until permit issued.
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy
YELLOW - Office Copy
PINK - Permit Copy



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.

27 (Lot between 03+01)

Location/Address of Construction: <u>27 35 Rowe Ave Portland.</u>		
Total Square Footage of Proposed Structure/Area <u>1344</u>		Square Footage of Lot <u>8260</u>
Tax Assessor's Chart, Block & Lot Chart# <u>260</u> Block# <u>A</u> Lot# <u>16x</u> <u>260</u> <u>A</u> <u>17x</u> <i>portion of</i>		Applicant *must be owner, Lessee or Buyer* Name <u>Diversified Properties</u> Address <u>POB 10127</u> City, State & Zip <u>Portland, ME 04104</u>
RECEIVED OCT 13 2009 Dept. of Building Inspections <u>City of Portland, Maine</u>	Owner (if different from Applicant) Name Address City, State & Zip	Telephone: <u>773-4988</u> Cost Of Work: \$ <u>90,000</u> C of O Fee: \$ _____ Total Fee: \$ <u>90,000</u>
	Current City Use (i.e. single family) <u>VACANT</u> If vacant, what was the previous use? <u>VACANT</u> Proposed Specific use: <u>24732 CAPE</u> 1.5 Baths Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>CONSTRUCTION OF NEW 24732 CAPE w/ NO garage 3 bed + no deck.</u>	
Contractor's name: <u>W+C LLC BILL DOWD</u>		
Address: <u>POB 1456</u>		
City, State & Zip <u>Portland, ME 04104</u>		Telephone: <u>773-6250</u>
Who should we contact when the permit is ready: <u>JAMES WOLF</u>		Telephone: <u>773-4988</u>
Mailing address: <u>POB 10127, Portland, ME 04104</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: [Signature] Date: 10.8.09

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

X used revised site plan 11/24/09

Applicant: W+C LLC - Bill Dault
Diversified Properties

Date: 10/22/09

Address: ~~2720~~ ²⁷ Rome Ave (S Terrace Ave.)

C-B-L: 260-A 016
permit # 09-31141

CHECK-LIST AGAINST ZONING ORDINANCE

Date - n/w

Zone Location - R-3

Interior or corner lot - interior

Proposed Use/Work - build new single family home

Sewage Disposal - public - city

Lot Street Frontage - 50' min - 71' scaled

Front Yard - 25' min - 27' scaled to front step

Rear Yard - 25' min - ~~8'~~ 79' scaled to back fence

Side Yard - 1 1/2 spaces per 8' on view * need to be of 28' - has 35' 6" (OK)
2 spaces 14' 27' on view to steps

Projections - back porch 5'x6'; steps - front 4'x5', side 4'x5'

Width of Lot - 65' min - 71' scaled

Height - 35' max. - 22.25' scaled

Lot Area - 6500 sq ft min = 7839 sq ft

Lot Coverage Impervious Surface - 35% = 2741.9 sq ft

32 x 24 = 768
5 x 6 = 30
4 x 5 = 20
4 x 5 = 20

838 (OK)

Area per Family - 6,500 sq ft (OK)

Off-street Parking - 2 spaces required - 10' x 35' shown (OK)

Loading Bays - N/A

Site Plan - minor/minor 2009-0073

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - parcel to zone X

fully developed in rear = 2 story

Ann Machado - Re: Rowe Avenue

From: Ann Machado
To: Jim Wolf
Date: 5/5/2010 11:15 AM
Subject: Re: Rowe Avenue

Jim -

We will need a deed once it is recorded. A condition of the building permit will be that no certificate of occupancy will be issued until the recorded deed is received.

Ann Machado
Zoning Specialist
(207) 874-8709

>>> "Jim Wolf" <jmw1@maine.rr.com> 5/5/2010 11:03 AM >>>
Hello Anne

To confirm my telephone message closing with Mr. Lyden is contingent upon a building permit. Once the permit is obtained the package will be sent to an attorney to schedule closing. If you would like we can furnish a deed once it is recorded.

Jim

James M. Wolf
Diversified Properties, Inc.
Post Office Box 10127
Portland, Maine 04104
1-207-773-4988
1-207-773-6875 fax

This electronic transmission may be privileged and contain confidential information. It is not intended nor may it be received by any unauthorized persons. If you have received this transmission in error, please destroy without copying it and notify the sender by calling sender at 207-773-4988 or reply to sender of this email. Thank you.

PURCHASE AND SALE AGREEMENT - LAND ONLY

August 25, 2009

August 25, 2009 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Diversified Properties, Inc. ("Buyer") and W+C LLC And Shawn Lyden ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Rowe Ave + Terrace Ave and described in deed(s) recorded at said County's Registry of Deeds Book(s) 22161, Page(s) 73.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 40,000. Buyer has made; or will make within 7 business days of the date of this offer, a deposit of earnest money in the amount \$ 500. 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:

4. EARNEST MONEY/ACCEPTANCE: Terry O. Snow FSO ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until Aug 25, 2009 (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.

5. 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 of Oct 25, 2009 (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.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. 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.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other NA). 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.

July 2006 Page 1 of 4 - P&S-LO Buyer(s) Initials Seller(s) Initials

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

11. 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 property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	Seller	Seller
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60 building permit for single family	buyer	buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20	buyer	Buyer
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20	Buyer	Buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or 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 inspection or other condition specified herein is unsatisfactory to Buyer, 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 inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

12. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
 - b. 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 _____ 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.
 - c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within _____ 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.
 - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
 - e. 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.
 - f. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, 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.

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

Licensee of _____ Agency is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

Licensee of _____ Agency is a Seller Agent Buyer Agent
 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.

14. 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.

15. 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.

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

17. 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.

18. 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.

19. ADDENDA: Yes Explain: _____ No

20. 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.

21. 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 entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

William Dodd, A partner in W+C, is a Maine Real Estate Broker
23. Sellers shall split all costs to complete sale.

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 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 P.O. Box 10127 Portland ME 04104

[Signature] 8/25/09
BUYER _____ DATE BUYER _____ DATE

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] 8.25.09 [Signature] 8/25/09
SELLER W+C LLC. 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 time for the performance of this Agreement is extended until _____ DATE

BUYER _____ DATE SELLER _____ DATE

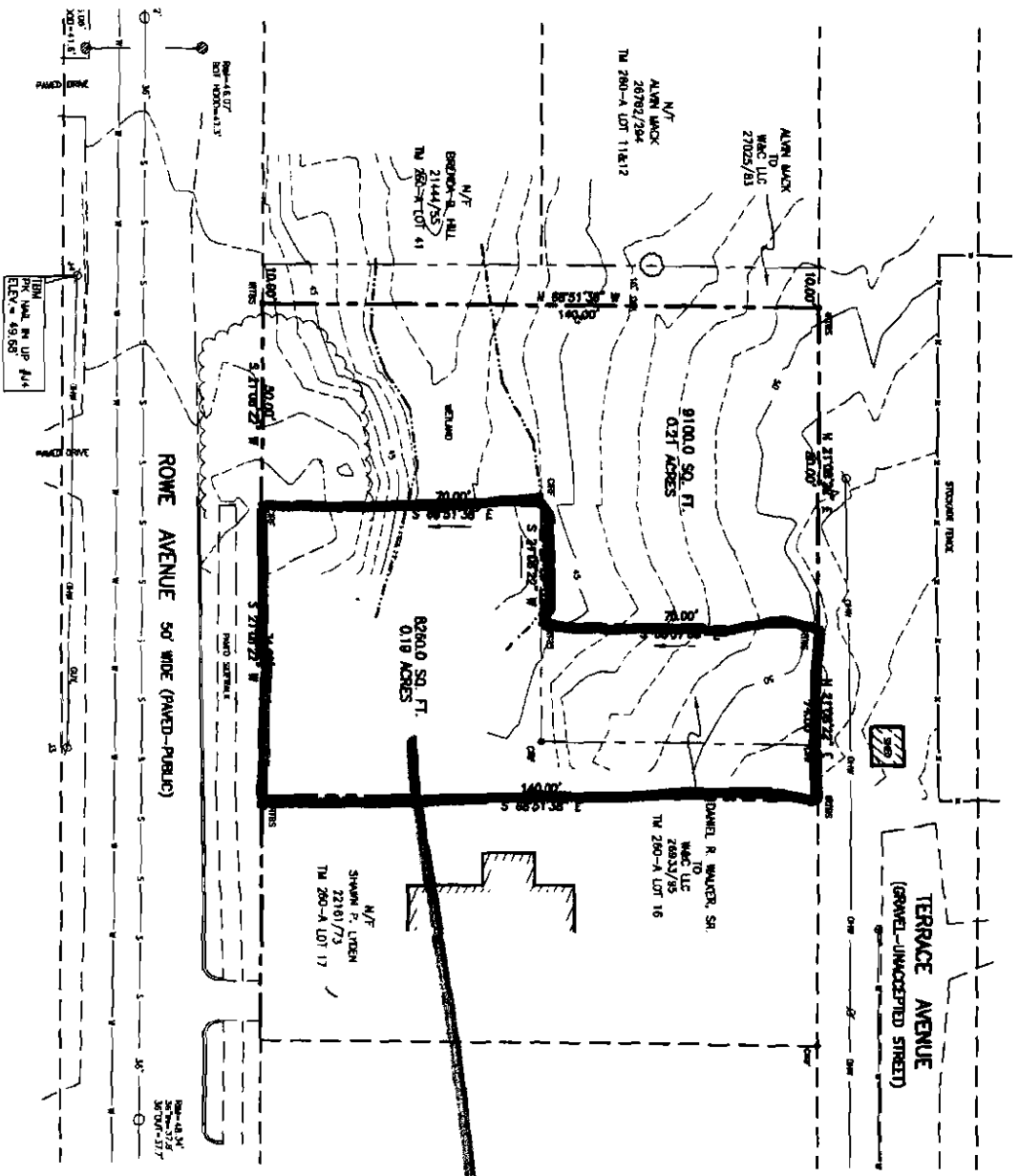
BUYER _____ DATE SELLER _____ DATE



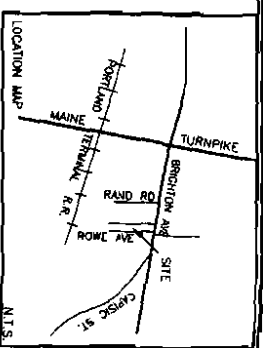
Maine Association of REALTORS®/Copyright © July 2006
All Rights Reserved.



Exh. b. f A.



Parcel being sold



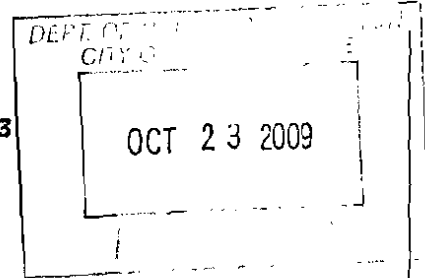
ZONING

R-3 ZONE

- 6000 S.F. MIN LOT SIZE
- 50' MIN. STREET FRONTAGE
- 25' FRONT SETBACK
- 25' REAR SETBACK
- 8' SIDE SETBACK (1 OR 1.5 STORES)
- 14' SIDE SETBACK (2 STORES)
- 16' SIDE SETBACK (2.5 STORES)

260-A-17
Shawn Lyden's original lot.

Doc#: 100273 Bk:22161 Ps: 73



WARRANTY DEED

MAINE REAL ESTATE TAX PAID

Know All Men By These Presents That I, Benjamin M. Keeley

of 21 Rowe Avenue, Portland,
County of Cumberland and State of Maine,

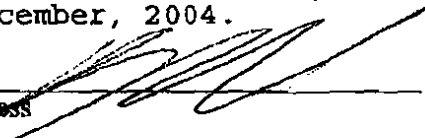
for consideration paid, grant to Shawn P. Lyden

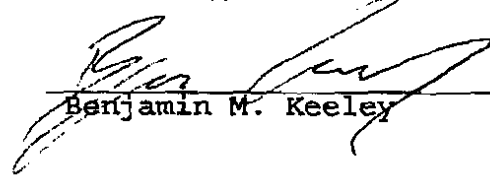
of 186 Foreside Road, Cumberland,
County of Cumberland and State of Maine

with **WARRANTY COVENANTS:**

A certain lot or parcel of land together with any buildings thereon situated in
Portland County of Cumberland
and State of Maine, more particularly described in Exhibit A attached hereto and
incorporated herein by reference.

In Witness Whereof, I have hereunto set my hand(s) this 21st day of
December, 2004.

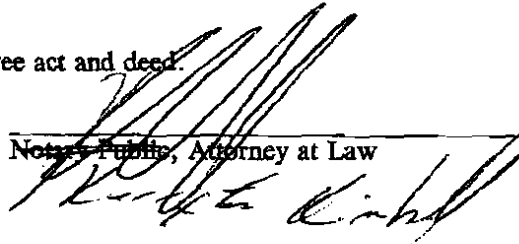
Witness 


Benjamin M. Keeley

State of Maine
County of Cumberland ss.

On this 21st day of December, 2004, personally appeared before me the
above named

Benjamin M. Keeley
and acknowledged the foregoing to be his/her/their free act and deed.


Notary Public, Attorney at Law

Return to: Shawn P. Lyden

Exhibit A - Deed

A certain lot or parcel of land together with the buildings thereon situated on the northwesterly side of Rowe Avenue and the southeasterly side of Terrace Avenue in the City of Portland, County of Cumberland and State of Maine, ~~being not~~ ~~part of the (#1)~~ as shown on ~~Plan of Rowe Avenue housing~~ ~~Subdivision Terrace~~ recorded in the Cumberland County Registry of Deeds in ~~Plan Book 203, Page 150~~, to which Plan reference is hereby made. Said plan incorrectly states the Book and Page of the record owner as Book 18167, Page 80. Reference is hereby made to a certain Deed from Dennis G. Temm and Judith A. Balzano f/k/a Judith A. Temm dated September 30, 2002 recorded in the Cumberland County Registry of Deeds in Book 18167, Page 80.

Bill Scott
Bill Clark

Reference is hereby made to a deed from Forest City Chevrolet dated June 29, 2004 to Benjamin M. Keeley and recorded in the Cumberland County Registry of Deeds in Book 21521, Page 189

Reviewed/Initialed *BAC*

Received
Recorded Register of Deeds
Dec 23 2004 02:37:40P
Cumberland County
John B O'Brien

26-A-16 W: C owner.

Doc# 29817 Bk#26933 Pg# 95

OCT 23 2009

STATUTORY WARRANTY DEED

MAINE REAL ESTATE TAX PAID

I, DANIEL R. WALKER, SR., of Portland, in the County of Cumberland and State of Maine,

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

~~W & C, LLC,~~ Maine Limited Liability Company with a mailing address of P.O. Box 10127, Portland, Maine 04104

A certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, being ~~Lot Numbered One hundred thirty (130),~~ as shown on Plan of Lots at Brighton Avenue Terrace belonging to J.W. Wilbur, said Plan being made by A.L. Eliot, Surveyor, dated July 9, 1906, and recorded in the Cumberland County Registry of Deeds, Book 11, Page 13.

Said lot is situated on Terrace Avenue, and measures thirty (30) feet in width by seventy (70) feet in depth, and contains, according to said plan, Two thousand one hundred (2100) square feet, more or less.

Being the same premises conveyed to Grantor herein and Nora A. Walker by deed of Michael J. Green dated November 29, 1952 and recorded at the Cumberland County Registry of Deeds in Book 2112, Page 470. Reference is further made to a Quitclaim Deed from Grantor herein and Daniel R. Walker, Jr., Fiduciary of the Estate of Nora A. Walker to Grantor herein dated March 27, 2006 and recorded at said Registry of Deeds in Book 23810, Page 108.

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

This conveyance is together with and subject to such state of facts shown on the plan entitled "Brighton Avenue Terrace" dated July 9, 1906 and recorded at said Registry of Deeds in Plan Book 11, Page 13.

WITNESS my hand this 27 day of May, 2009.

[Signature]

Daniel R Walker SR
Daniel R. Walker, Sr.

STATE OF MAINE
COUNTY OF CUMBERLAND

May 27, 2009

Then personally appeared the above-named DANIEL R. WALKER, SR. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

[Signature]
Attorney at Law/Notary Public
Print Name: LEWIS N. S. HOWE
My Commission Expires: 01/16

Received
Recorded Register of Deeds
May 28, 2009 02:47:38P
Cumberland County
Paula E. Lovles

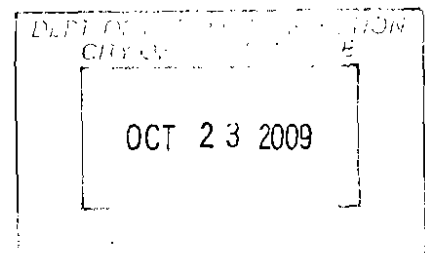
Quitclaim Deed

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Nora A. Walker**, by and through **Daniel R. Walker, Jr.**, acting fiduciary, authorized pursuant to Court Order issued by Cumberland County Probate Court, Docket No. 2006-0095 dated March 8, 2006 and **Daniel R. Walker, Sr.**, of Portland, Maine, with a mailing address of 61 Gleckler Road, Portland, Maine 04103, County of Cumberland ("Grantors"), for consideration paid, do hereby RELEASE unto **Daniel R. Walker, Sr.** of the City of Portland, County of Cumberland, State of Maine ("Grantee"), the real property in the Town of Portland, County of Cumberland, and State of Maine, and being more particularly described as follows:

A certain lot or parcel of land, situated in said Portland, being ~~lot~~ ~~Numbered One hundred thirty (130)~~, as shown on Plan of Lots at Brighton Avenue Terrace belonging to J. W. Wilbur, said Plan being made by A. L. Eliot, Surveyor, dated July 9, 1906, and recorded in the Cumberland County Registry of Deeds, Book 11, Page 13.

Said lot is situated on Terrace Avenue, and measures thirty (30) feet in width by seventy (70) feet in depth, and contains, according to said plan, Two thousand one hundred (2100) square feet, more or less.

Reference is hereby made to a Warranty Deed by **Michael J. Greene** to **Daniel R. Walker** and **Nora A. Walker** dated November 29, 1952 and recorded in the Cumberland County Registry of Deeds in Book 2112, Page 470.



IN WITNESS WHEREOF, the said *Daniel R. Walker, Jr.*, as Fiduciary of the *Estate of Nora A. Walker*, has set his hand and seal this 27th day of March, 2006.

Witness:

Judith A. Cussey

Daniel R. Walker, Jr.
Nora A. Walker, by and through Daniel R. Walker, Jr., pursuant to Court Order dated March 8, 2006, Cumberland County Probate Court, Docket No. 2006-0095.

STATE OF MAINE
CUMBERLAND COUNTY, ss.

March 27, 2006

Then personally appeared the above-named *Daniel R. Walker, Jr.*, pursuant to Court Order of the *Estate of Nora A. Walker* and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Jennifer E. Barry
Notary Public/Attorney at Law

(Typed or Printed Name)

Jennifer E. Barry
Notary Public, Maine
Commission Expires
November 27, 2008

SEAL

My Commission expires:

IN WITNESS WHEREOF, the said *Daniel R. Walker, Sr.*, has set his hand and seal this 27th day of March, 2006.

Witness:

Paul C. Lewis

Daniel R Walker Sr.
Daniel R. Walker, Sr.

STATE OF MAINE
CUMBERLAND COUNTY, ss.

March 27, 2006

Then personally appeared the above-named *Daniel R. Walker, Sr.*, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Jennifer K. Barry
Notary Public/Attorney at Law

Jennifer K. Barry
Notary Public, Maine
My Commission Expires
November 21, 2008

SEAL

My Commission expires:

Received
Recorded Register of Deeds
Apr 03, 2006 08:10:33A
Cumberland County
John B O'Brien

*check zoning on remaining house lot.

Applicant:

Date: 11/30/09

Address: 21 Rowe Ave

C-B-L: 260-A-17
permit # 09-1141

CHECK-LIST AGAINST ZONING ORDINANCE

Date - 1900

Zone Location - R-3

Interior or corner lot -

Proposed Use/Work -

Sevage Disposal -

Lot Street Frontage -

Front Yard - 50' min - 65' scaled (OK)

Rear Yard - N/A

Side Yard - 2 stripes = 14' min - left side - 17' scaled (OK)

Projections -

Width of Lot - 65' min - 65' scaled

Height -

Lot Area - 6500 sq ft min - 65 x 140 = 9100 sq ft (OK)

Lot Coverage/ Impervious Surface - 35% = 3185

30% according to asperms (OK)

Area per Family -

Off-street Parking -

Loading Bays -

Site Plan -

Shoreland Zoning/ Stream Protection -

Flood Plains -

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	260 A017001
Location	21 ROWE AVE
Land Use	SINGLE FAMILY
Owner Address	LYDEN SHAWN P 21 ROWE AVE PORTLAND ME 04102
Book/Page	22161/073
Legal	260-A-17 ROWE AVE 21-31 TERRACE AVE 14840 SF

Current Assessed Valuation

Land	Building	Total
\$65,500	\$105,300	\$170,800

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
1900	Old Style	1.5	1078	0.341	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement
3	2		5	None	Full

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
-------------	-----------------	-------------------	-------------	--------------	------------------

Sales Information

Date	Type	Price	Book/Page
12/23/2004	LAND + BLDING	\$187,000	22161-073
07/08/2004	LAND + BLDING	\$115,000	21521-189
10/01/2002	LAND + BLDING	\$200,000	18167-80

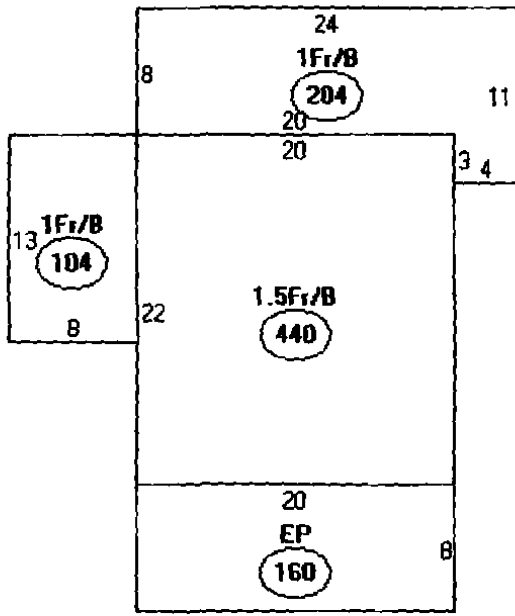
Picture and Sketch

<u>Picture</u>	<u>Sketch</u>	<u>Tax Map</u>
--------------------------------	-------------------------------	--------------------------------

[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!



Descriptor/Area

- A: 1.5Fr/B
440 sqft
- B: 1Fr/B
104 sqft
- C: 1Fr/B
204 sqft
- D: EP
160 sqft

z

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

2009-0073
Application I. D. Number

Marge Schmuckal

10/13/2009
Application Date

W & C Lic

Applicant

Po Box 10127, Portland, ME 04104

Applicant's Mailing Address

James M Wolf

Consultant/Agent

Agent Ph: (207)773-4988

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Terrace Ave, Portland, Maine

Address of Proposed Site

280 A016001

Assessor's Reference: Chart-Block-Lot

Single Family Home

Project Name/Description

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 Acreage of Site Proposed Total Disturbed Area of the Site Zoning

Check Review Required:

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Zoning Conditional - PB | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> Design Review |
| <input type="checkbox"/> Amendment to Plan - Board Review | <input type="checkbox"/> Zoning Conditional - ZBA | <input type="checkbox"/> Shoreland | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Amendment to Plan - Staff Review | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Flood Hazard | <input type="checkbox"/> Site Location |
| <input type="checkbox"/> After the Fact - Major | <input type="checkbox"/> Stormwater | <input type="checkbox"/> Traffic Movement | <input type="checkbox"/> Housing Replacement |
| <input type="checkbox"/> After the Fact - Minor | <input type="checkbox"/> PAD Review | <input type="checkbox"/> 14-403 Streets Review | <input type="checkbox"/> Other _____ |

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 10/13/2009

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

- | | | | |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted | _____ | _____ | _____ |
| | date | amount | expiration date |
| <input type="checkbox"/> Inspection Fee Paid | _____ | _____ | |
| | date | amount | |
| <input type="checkbox"/> Building Permit Issue | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Reduced | _____ | _____ | _____ |
| | date | remaining balance | signature |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ | <input type="checkbox"/> Conditions (See Attached) | _____ |
| | date | | expiration date |
| <input type="checkbox"/> Final Inspection | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Certificate Of Occupancy | _____ | | |
| | date | | |
| <input type="checkbox"/> Performance Guarantee Released | _____ | _____ | |
| | date | signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ | _____ | _____ |
| | submitted date | amount | expiration date |
| <input type="checkbox"/> Defect Guarantee Released | _____ | _____ | |
| | date | signature | |

Memorandum

To: Debra Marquis
From: Gayle Guertin
Date: 10/11/2012
Re: Refund for 27 Rowe Ave'

Jim Wolf is requesting a refund back on the New Single Family Home that was issued on May 18, 2010. Permit #091141.
Total fee \$1,295.00.

Attached is a copy of his receipt and the cover sheet of his issued building permit.

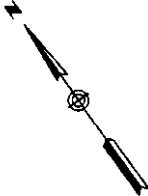
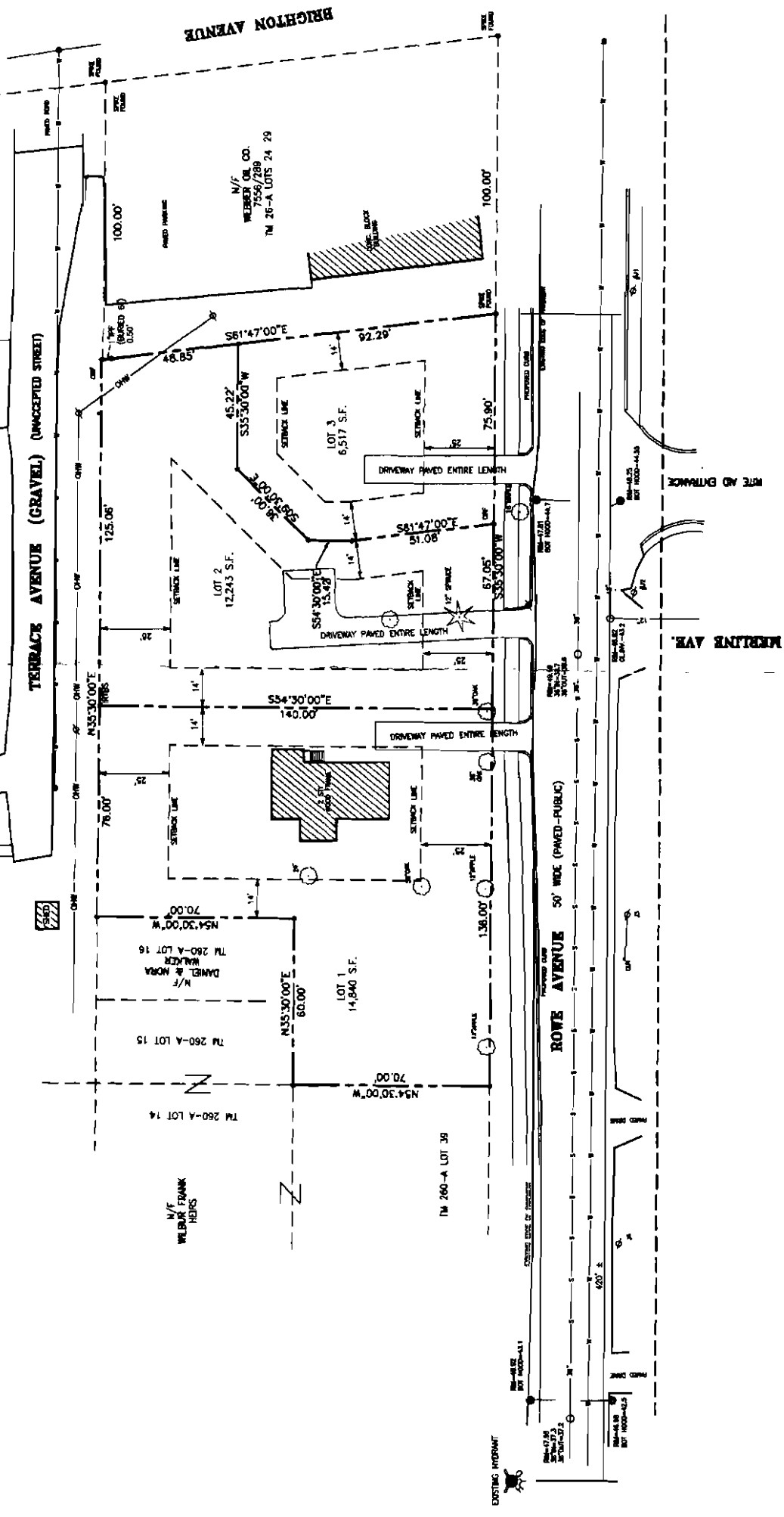
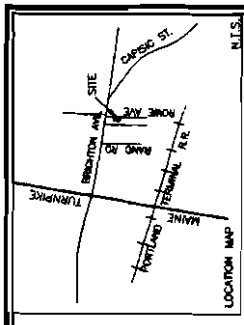
Thank You
Gayle

Hello Gail

Pursuant to our telephone conversation we would like a refund for the above referenced building permit; our understanding is we receive 90 percent back from unused permits. The permit was not used due to our seller of the property not being able to transfer clean title to the property. If you need a copy of our August 125, 2012 letter with supporting documents please feel free to contact me. Thank you.

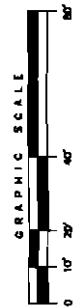
Jim

James Wolf
Diversified Properties, Inc
PO Box 10127
Portland, Maine 04204
207-773-4988



1 1/2" = 1' 0"

- LEGEND:**
- CHIPPED ROAD FOUND
 - FROM ROAD TO BE SET
 - UTILITY POLE
 - UTILITY POLE
 - MANHOLE
 - CATCH BASIN
 - SKIN
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - CLUB
 - OVERHEAD UTILITIES
 - WATER LINE
 - SEWAGE LINE



- NOTES:**
1. OWNER OF RECORD- FOREST CITY CHEVROLET BOOK 18167 PAGE 8
 2. THE SURVEYED PREMISES CONTAINS 33,600 SQUARE FEET AND IS SHOWN ON CITY TAX MAP 260 SECTION A AS LOTS 17 THRU 23 AND LOTS 30 THRU 36.

PLAN REFERENCE:

1. PLAN OF BRIGHTON AVENUE TERRACE PORTLAND, MAINE, OWNED BY J.W. WILBUR DATED JULY 9, 1906 AND RECORDED IN REGISTER OF DEEDS PLAN BOOK 11 PAGE 13.

CERTIFICATION:

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON THE BEST OF OUR INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF EXAMINERS FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.



DATE: DEC. 20, 2002
 SHEPHERD S. SHAW, P.L.S. NO. 779

APPROVED BY THE PORTLAND PLANNING BOARD

[Signature] DATE: _____

- ZONING:**
- 1 P-3 ZONE
 - 2 60' MIN. LOT SIZE
 - 3 50' MIN. STREET FRONTAGE
 - 4 25' FRONT SETBACK
 - 5 25' REAR SETBACK
 - 6 14' SIDE SETBACK (2 STORIES)
 - 7 75' LOT WIDTH @ STRUCTURE

ROWE AVENUE HOUSING SUBMISSION

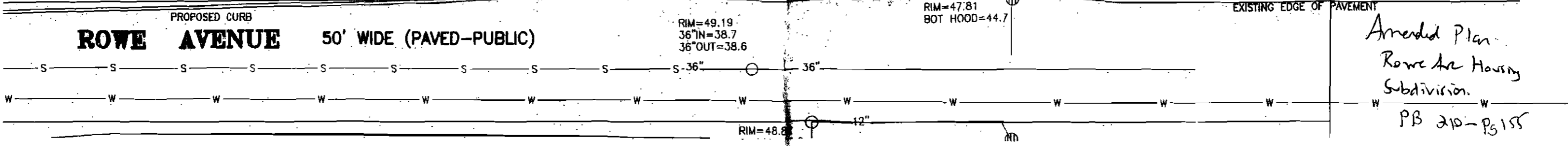
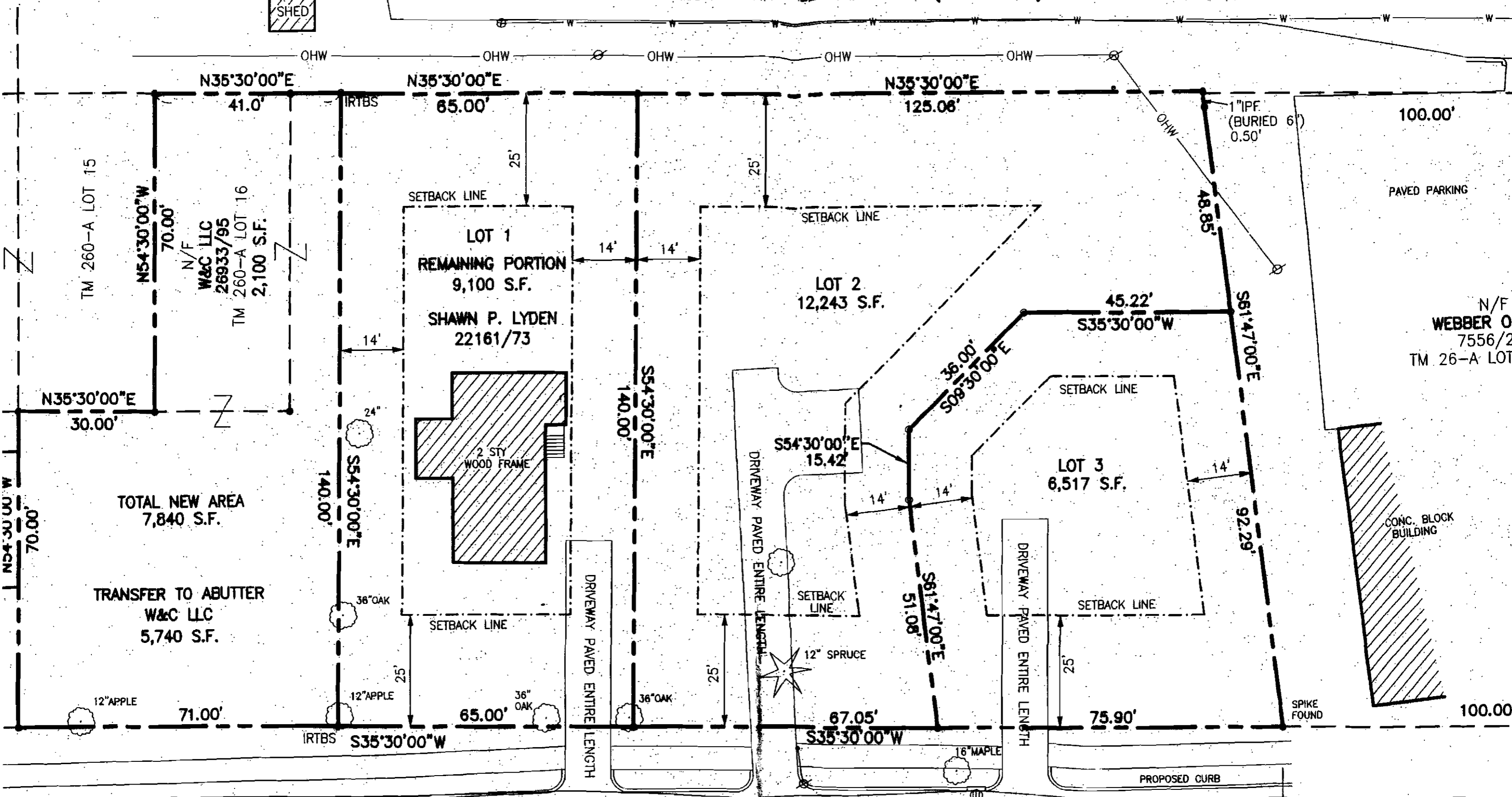
RECORDING PLAT
 ROWE AVENUE AND TERRACE AVENUE
 PORTLAND, MAINE
 OWNED BY FOREST CITY CHEVROLET
 FOREST CITY CHEVROLET
 100 BRIGHTON AVE., PORTLAND, MAINE

Drawn By	SSS	Date	DEC 20, 2002	Job No.	2002-200P
Trace By	RWC	Scale	1" = 20'	Drawn No.	1-5/D
Check By	SSS	Sheet			
Block No.	853				

OWEN HASKELL, INC.
 18 CARRIAGE WAY
 PORTLAND, MAINE 04103 (603) 774-4444

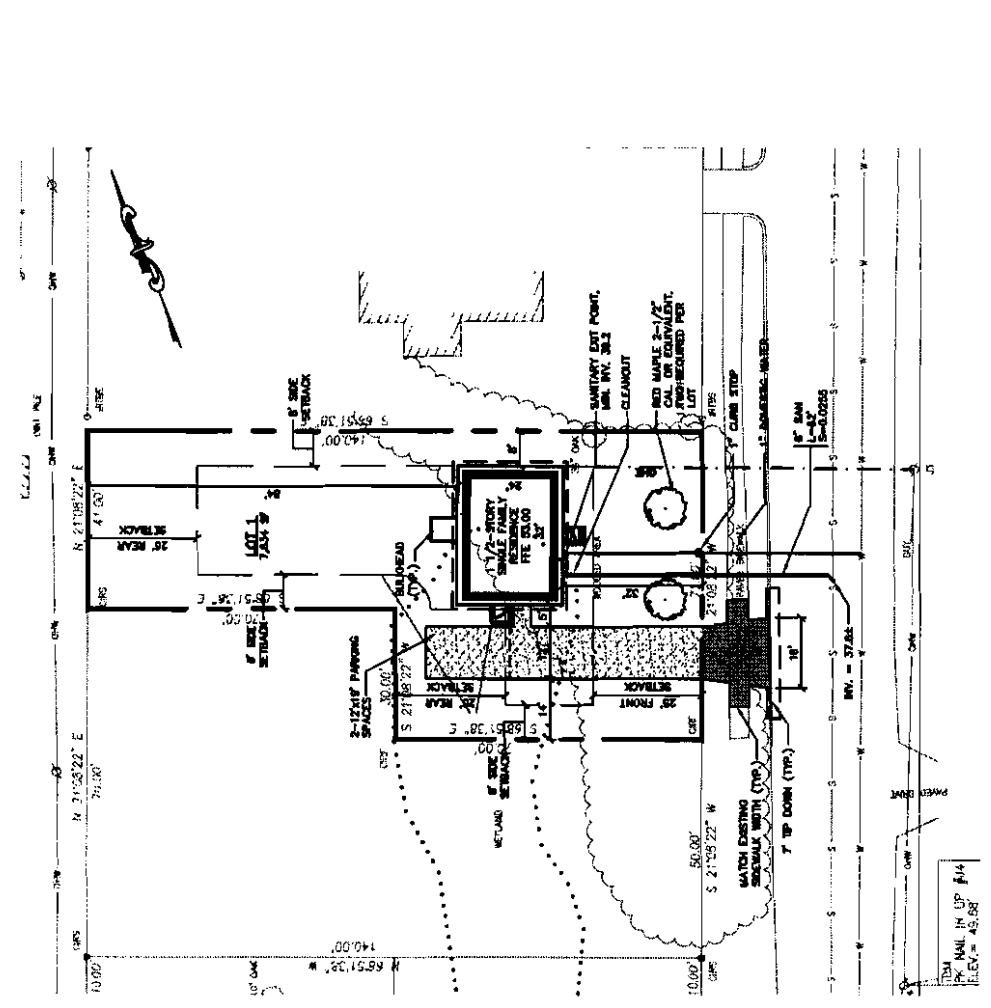
Survey of Maine, Chartered 1866
 Registry of Deeds
 State of Maine
 Portland, Maine
 Plan Book 18167, Page 8

TERRACE AVENUE (GRAVEL) (UNACCEPTED STREET)

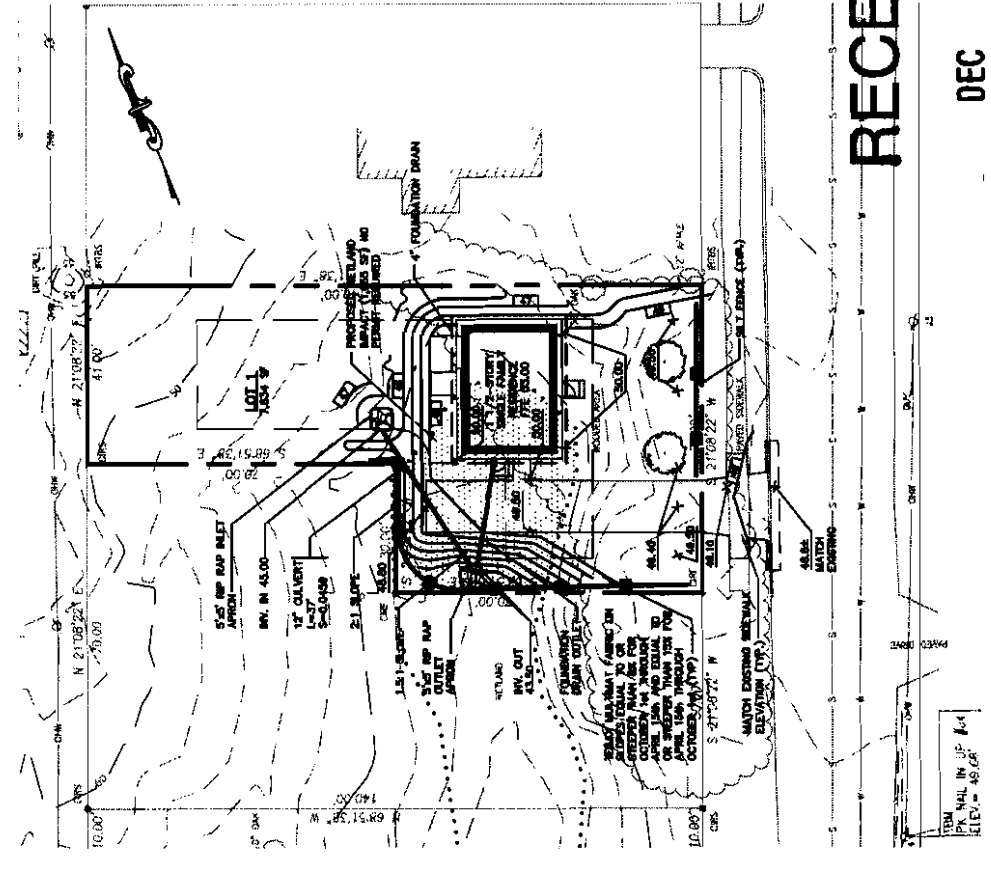


N/F WEBBER OI 7556/2 TM 26-A LOT

Amended Plan
Rowe Ave Housing
Subdivision
PB 210-P5155



SITE AND UTILITY PLAN
1"=20'



GRADING AND DRAINAGE PLAN
1"=20'



RECEIVED

DEC 1 2009

Dept. of Building Inspections
City of Portland Maine

GRADING AND DRAINAGE NOTES:

1. ALL DISTURBED AREAS THAT ARE NOT PAVED SHALL RECEIVE 4" LOAM A SEED.
2. COMMON SLOPES SHALL MEET ABOUT SPECIFICATION TABLE.
3. THE GRADING AND DRAINAGE SYSTEM ON THE PROPERTY SHALL BE CONSTRUCTED AND LOCATED AS DEPICTED ON THE APPROVED SITE PLAN AND SAID GRADING AND DRAINAGE SYSTEM SHALL NOT BE MODIFIED WITHOUT FURTHER APPROVAL FROM THE PLANNING AUTHORITY.

SPACE AND BULK REQUIREMENTS - R-3 ZONE

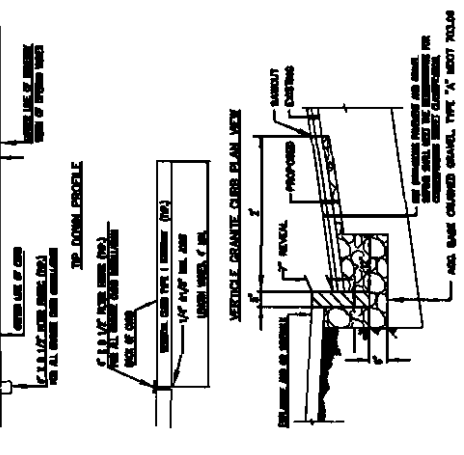
MINIMUM LOT SIZE:	6,000 S.F.
MINIMUM FRONTAGE:	50 FT.
MINIMUM SETBACKS:	25 FT.
FRONT YARD SETBACK:	25 FT.
REAR YARD SETBACK:	5 FT.
1 STORY:	5 FT.
1 1/2 STORY:	10 FT.
2 1/2 STORY:	15 FT.
MINIMUM LOT WIDTH:	60 FT.
OTHER NOTES:	

THE WIDTH OF ONE (1) SIDE YARD MAY BE REDUCED ONE (1) FOOT FOR EVERY FOOT THAT THE OTHER SIDE YARD IS CORRESPONDINGLY INCREASED, BUT NO SIDE YARD SHALL BE LESS THAN EIGHT (8) FEET IN WIDTH.

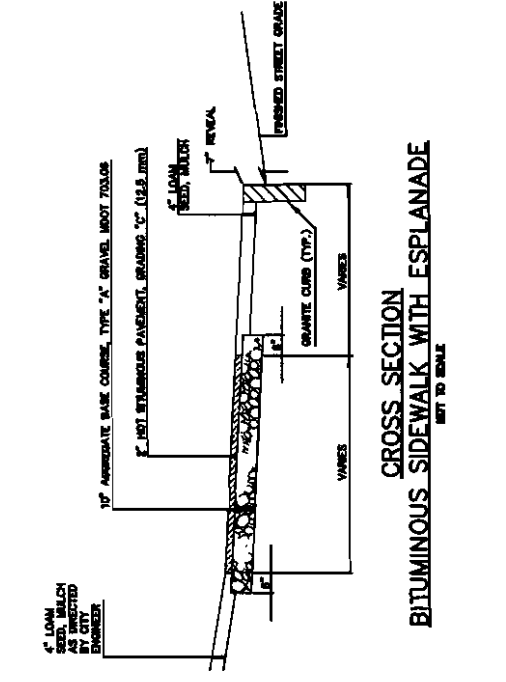
GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS ARE BASED UPON A GROUND SURVEY CONDUCTED BY CHEN HASSELL IN APRIL 2008.
2. THE CONTRACTOR IS ESPECIALLY CAUTIONED THAT THE LOCATION AND OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE ACCURATELY LOCATED IN THE FIELD. THE INFORMATION IS NOT TO BE USED AS A GUARANTEE OF ACCURACY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO AVOID DAMAGE TO EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLAN.
3. IMPROVEMENTS OF EXISTING UTILITIES, MEASURES OF PERFORMANCE TO THE OWNER AND THE CONTRACTOR IS ESPECIALLY CAUTIONED THAT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OWNER'S UTILITIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE OWNER'S UTILITIES AT ALL TIMES.
4. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO PORTLAND WATER DEPARTMENT STANDARDS AND SPECIFICATIONS.
5. ALL SEWER MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO ANNA STANFORD CORP. LATEST STANDARD SPECIFICATIONS AND CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS.
6. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO THE REQUIREMENTS OF TRANSPORTATION SPECIFICATIONS AND CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND SPECIFICATIONS.
7. LOT OWNER IS RESPONSIBLE FOR LAYOUT AND EXTENSION OF ELECTRIC SERVICE, COORDINATE WITH O.P.
8. THE LOT SHALL BE PROVIDED WITH AT LEAST TWO (2) WELLS MEETING THE CITY'S ANTI-CALICHE SPECIFICATIONS AND WHICH ARE CLEARLY VISIBLE FROM THE STREET LINE AND ARE LOCATED SO AS TO VISUALLY SCREEN THE HARBOR DISTRICT ON PROVISION OF THE LOT.
9. SEWER AND WATER SERVICES SHALL BE INSTALLED BY THE DEVELOPER & INTO THE PROPERTY. CONNECTION TO THE HOUSE WILL BE THE RESPONSIBILITY OF THE LOT OWNER.
10. EQUIVALENT STREET TREE SHALL INCLUDE EXTENSION OF EXISTING TREES OF SAME OR GREATER CALIPER.
11. ALL NEW SHALL BE DONE IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL STANDARDS, SECTION 16.0000 AND SUBSTITUTIONS CONTROL SPECIFICATIONS FOR BRICK AND TYP. PAVELY VALUES.
12. ANY CURBS REMOVED WITHIN THE RIGHT-OF-WAY IS THE PROPERTY OF THE CITY OF PORTLAND AND SHALL BE DELIVERED TO THE PUBLIC WORKS FACILITY OR OTHER COMMERCIAL STREET.

VERTICAL GRANITE CURB - FULL DEPTH STREET CONSTRUCTION
1"=10'



VERTICAL GRANITE CURB - FULL DEPTH STREET CONSTRUCTION
1"=10'



CROSS SECTION BITUMINOUS SIDEWALK WITH ESPLANADE
1"=20'

NOTE: THIS PLAN SET IS ISSUED FOR SCHEMATIC PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

Rev.	Date	Revision	Issued For

Drawn By	Scale	Date

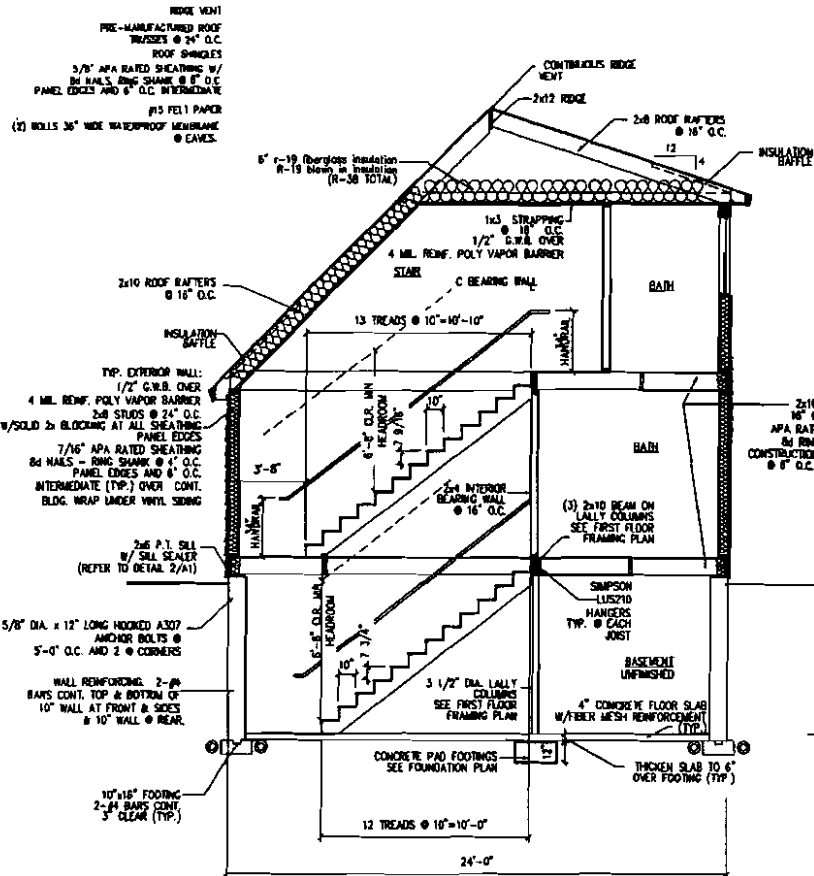
Checklist: Approved
 File Name: 2288-0000.dwg
 This plan shall not be modified without written permission from Gorrill-Palmer Consulting Engineers, Inc.(GPECE). Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to GPECE.

Gorrill-Palmer Consulting Engineers, Inc.
 Engineering Excellence Since 1998
 207-857-8910
 207-857-8910
 E-Mail: mlabone@gorrillpalmer.com

Drawing Name: **Site, Utility, Grading and Drainage Plans**
 Project: **Rose Avenue Lot**
 Location: **Portland, Maine**
 Client: **WAC LLC**
 Address: **P.O. Box 10127, Portland, Maine 04101**

Drawing No. **1**

TYPICAL ROOF CONSTRUCTION

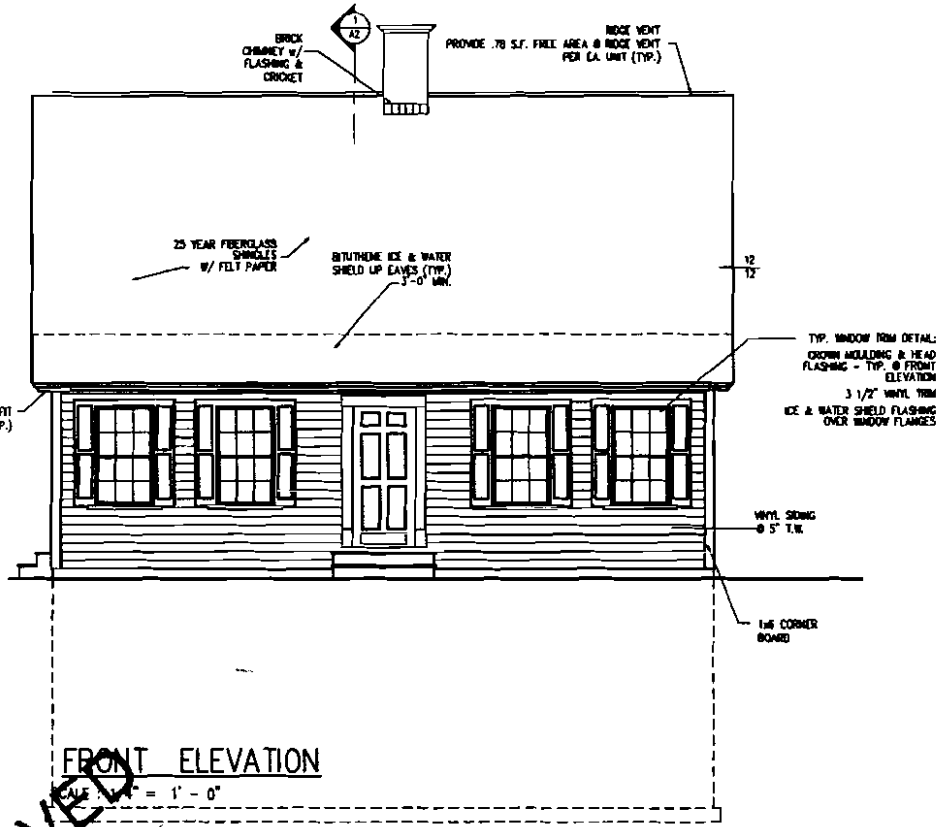


SECTION THRU HOUSE

SCALE: 1/4" = 1' - 0"

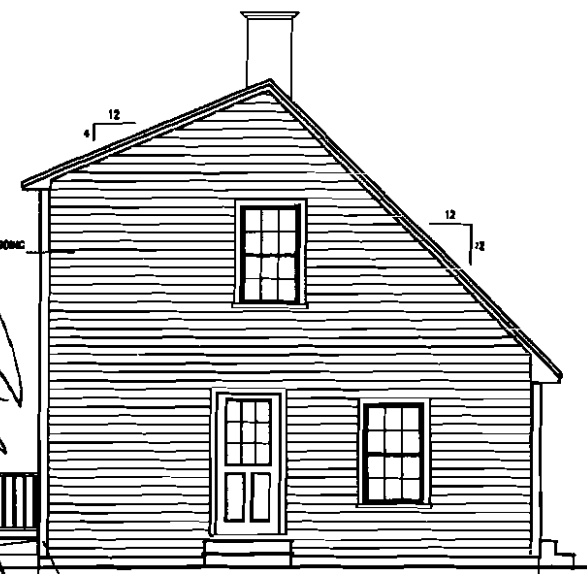
ROUGH OPENING	HEADER SIZE
0 - 3'-0"	(2) - 2x6
3'-1" - 4'-0"	(2) - 2x6
4'-1" - 5'-0"	(2) - 2x10
5'-1" - 7'-0"	(2) - 2x12

NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:
 2x6 JACK PLUS 2x6 ENDS UP TO 4'-5" ROUGH OPENING
 (2) 2x6 JACKS PLUS (2) 2x6 ENDS UP TO 7'-0" ROUGH OPENING



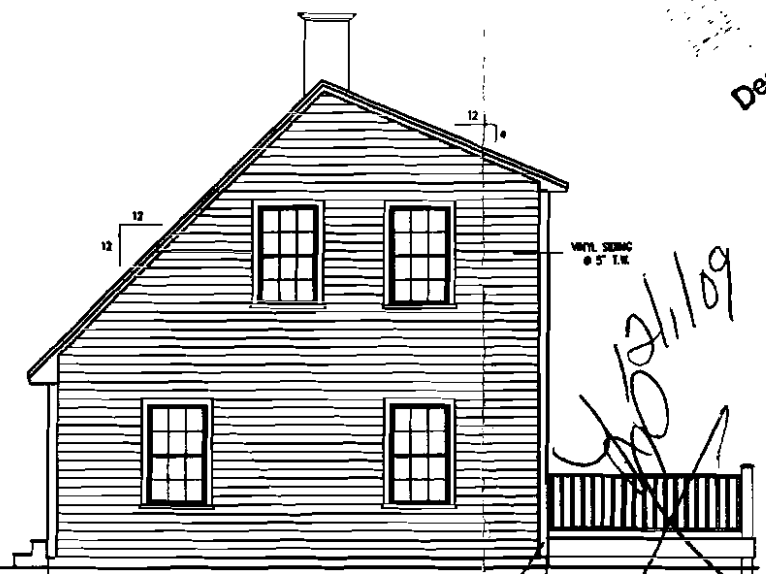
FRONT ELEVATION

RECEIVED
 OCT 13 2009
 Dept. of Building Inspections
 City of Portland Maine



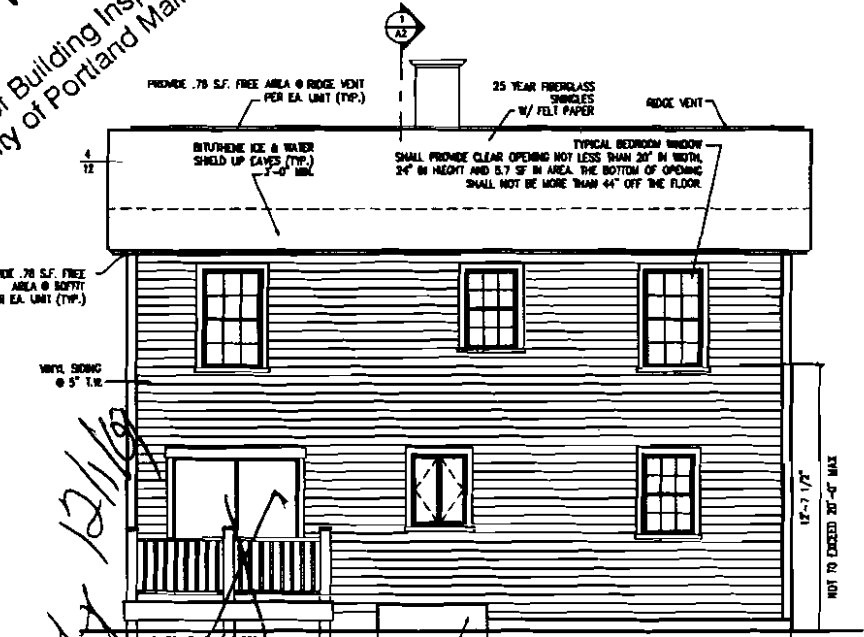
LEFT SIDE ELEVATION

SCALE: 1/4" = 1' - 0"



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1' - 0"



REAR ELEVATION

SCALE: 1/4" = 1' - 0"

97 Rome Ave. #09-1141
 24x32 CAPE

DRAWINGS THIS SHEET	ELEVATIONS / SECTION
	DATE 05/31/07

A2



CITY OF PORTLAND, MAINE
 Department of Building Inspections

Original Receipt

10.13.2009

Received from

James Wolfe

Location of Work

25 Rowe Ave

Cost of Construction \$

Building Fee:

920

Permit Fee \$

1295

Site Fee:

300

Certificate of Occupancy Fee:

75

Total:

41295

Building (U)

Plumbing (I5)

Electrical (I2)

Site Plan (U2)

Other

SFH

CBL:

260A 16

Check #:

CC

Total Collected \$

1295

**No work is to be started until permit issued.
 Please keep original receipt for your records.**

Taken by:

[Signature]

WHITE - Applicant's Copy
 YELLOW - Office Copy
 PINK - Permit Copy