

City of Portland, Maine - Building or Use Permit Application

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

Job No: 2011-05-1047-ALTR	Date Applied: 5/13/2011	CBL: 382 - - E - 012 - 001 - - - - -	
Location of Construction: 338 SUMMIT ST	Owner Name: DERICK W GREEN	Owner Address: 338 SUMMIT ST PORTLAND, ME 04103	Phone: 207-329-1988
Business Name:	Contractor Name: Rick Green	Contractor Address: 4 Tyler Derick Lane, Scarborough, ME 04074	Phone: 207-839-2805
Lessee/Buyer's Name:	Phone:	Permit Type: BLDG - Building	Zone: R-3
Past Use: Single family	Proposed Use: Single family – build wraparound porch down side of house 6' x 36' attached to front porch	Cost of Work: 4000.000000	CEO District:
		Fire Dept: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> N/A	Inspection: Use Group: Type:
		Signature:	Signature:
Proposed Project Description: 338 Summit St. – wraparound porch		Pedestrian Activities District (P.A.D.)	

Permit Taken By:	Zoning Approval		
<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building Permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False informatin may invalidate a building permit and stop all work.</p>	Special Zone or Reviews	Zoning Appeal	Historic Preservation
	<input type="checkbox"/> Shoreland <input type="checkbox"/> Wetlands <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Maj <input type="checkbox"/> Min <input type="checkbox"/> MM Date:	<input type="checkbox"/> Variance <input checked="" type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<input type="checkbox"/> Not in Dist 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:

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	PHON

5-19-11 Spoke to Rick Green, contractor. Permit is denied at this point. Proposed porch not meet 25' front setback requirement. See letter. - amachado

DENIED



PORTLAND MAINE

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*

May 19, 2011

DENIED

Derick Green
338 Summit Street
Portland, ME 04103

Re: 338 Summit Street – 382 E012 – R-3 – 6' x 36' porch – permit #2011-05-1047.

Dear Mr. Green,

I have reviewed your building permit application to build a 36' x 6' porch on the side of your house attached to your front porch, and I must deny your application because the proposed porch does not meet the required front yard setback.

338 Summit Street is located in the R-3 residential zone. The required front setback in the zone is twenty-five feet [Section 14-90(d)(1)]. The plot plan shows the front setback to the proposed addition as 9'4". Since it does not meet the required setback, the permit is denied.

You have the right to appeal my decision. If you wish to exercise your right to appeal, you have thirty 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. If you choose not to file an appeal, you are entitled to get most of your money back if you bring in the original receipt you got when you applied for the permit.

Please feel free to call me at 874-8709 if you have any questions.

Yours truly,

Ann B. Machado
Zoning Specialist
207-874-8709



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>338 Summit street</u>		
Total Square Footage of Proposed Structure/Area <u>210 SF</u>	Square Footage of Lot <u>5,000 SF</u>	Number of Stories <u>2</u>
Tax Assessor's Chart, Block & Lot Chart# <u>382</u> Block# <u>R-002</u> Lot# <u>012</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Derick Green</u> Address <u>338 Summit street</u> City, State & Zip <u>Portland, ME, 04103</u>	Telephone: <u>(207) 329-1988</u>
Lessee/DBA (If Applicable) RECEIVED MAY 13 2011 Dept. of Building Inspections City of Portland Maine	Owner (if different from Applicant) Name _____ Address _____ City, State & Zip _____	Cost Of Work: \$ _____ C of O Fee: \$ _____ Total Fee: \$ <u>4,000</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 home, Porch addition</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: <u>cap around porch</u> <u>210</u>		
DENIED		
Contractor's name: <u>Rick Green</u>		
Address: <u>4 Tyler Derick Lane</u>		
City, State & Zip <u>Scarborough, ME, 04074</u>		Telephone: <u>(207) 839-2805</u>
Who should we contact when the permit is ready: <u>Rick Green</u>		Telephone: <u>(207) 329-0652</u>
Mailing address: <u>4 Tyler Derick Lane</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: Derick Green Date: _____

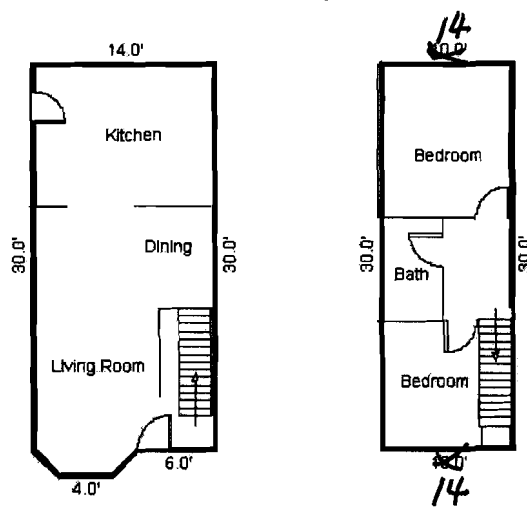
This is not a permit; you may not commence ANY work until the permit is issued

SKETCH ADDENDUM

File No. 0910131

Borrower/Client **Derrick W. Green**
 Property Address **338 Summit Street**
 City **Portland** County **Cumberland** State **ME** Zip Code **04103**
 Lender **Bank of America, N.A./Landsafe**

Not to Scale
 Visual aid only



Sketch by Apex IV Windows™

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Total
CLA1	First Floor	432.00	432.00
CLA2	Second Floor	300.00	300.00
TOTAL LIVABLE (rounded)			732

LIVING AREA BREAKDOWN		
Breakdown		Subtotal
First Floor		
2.0 x	4.0	8.00
0.5 x	2.0 x 2.0	2.00
0.5 x	2.0 x 2.0	2.00
14.0 x	30.0	420.00
Second Floor		
14.0 x	30.0	300.00
5 Areas Total (rounded)		732

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 24 day of September, 2009, by and between KIMBERLY BARDEN, of Scarborough, Cumberland County, Maine, whose mailing address is: P. O. Box 6651, Scarborough, ME 04070, hereinafter referred to as "Seller" and DERICK W. GREEN, whose mailing address is 4 Tyler Derick Lane, Scarborough, ME 04074, hereinafter referred to as "Buyer".

1. Buyer agrees to buy, and Seller agrees to sell, contingent upon Buyer's ability to obtain financing, and upon the terms and conditions hereinafter set forth, the Premises described in Exhibit A, attached hereto.

2. **DESCRIPTION.** A certain lot or parcel of land situated in Portland, Cumberland County, Maine, and being more particularly described in Exhibit A, attached hereto, and made a part hereof, hereinafter referred to as the "Premises". The property is to be sold "as is", with no warranties as to the condition of the premises. The parties recognize that this property is damaged and in need of repair.

3. **TITLE DEED.** Said Premises are to be conveyed by a good and sufficient Warranty Deed, which deed shall convey good and clear record and marketable title thereto, free from any and all encumbrances, except:

(a) Such accrued taxes for the current municipal tax year prorated as of the date of the delivery of such deed;

(b) Standard utility easements provided they do not interfere with the existing residential use of the Premises; and

(c) Deed restriction(s), if any.

4. **PURCHASE PRICE.** The agreed purchase price for the Premises is Seventy Thousand Dollars (\$70,000.00), payable as follows:

(a) Buyer shall pay Seller a security deposit of One Thousand Dollars (\$1,000.00) upon execution of this Agreement; and

(b) The remaining Sixty-nine Thousand Dollars (\$69,000.00), to be paid at the time of delivery of the deed.

5. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** Such deed and the Premises as aforesaid are to be delivered, and the consideration paid, within forty-five (45) days of the execution of this Purchase and Sale Agreement, unless otherwise mutually agreed.

6. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If Seller is unable to give title or to make conveyance, or to deliver possession of the Premises, all as

19. MISCELLANEOUS:

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties; and

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by certified mail addressed as follows:

To Seller: Kimberly Barden
P. O. Box 6651
Scarborough, ME 04070

To Buyer: Derick W. Green
4 Tyler Derick Lane
Scarborough, ME 04074


Any such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute person or addresses for notice other than those listed above.

(c) This Agreement may not be modified, waived or amended except in writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right to remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

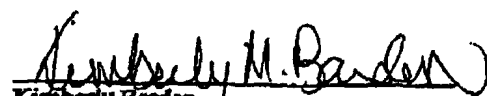
(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone fully and completely expresses their entire agreement.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.




witness



Kimberly Barden
SS# 005-76-6194

witness



Derick W. Green
SS# 005-88-0635

Purchaser's Acknowledgement (initial)

- (c) _____ Purchaser has received copies of all information listed above.
- (d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*
- (e) Purchaser has (check (i) or (ii) below):
 - (i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

- (f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge that the information they have provided is true and accurate.

Seller _____ Date

Kathleen M. Barden 9/24/09
Seller _____ Date

Purchaser _____ Date

David Brown 9/24/09
Purchaser _____ Date

Agent _____ Date

Agent _____ Date

This form is provided in connection with the PROPERTY LOCATED AT _____

EXHIBIT A

A certain lot or parcel of land, with the buildings thereon, situated in said Portland, in that part of said Portland formerly called Deering, and located on the southwesterly side of Summit Street, and bounded and described as follows, to wit:

Commencing on the southwesterly side of said Summit Street, at the point of intersection of the southeasterly boundary of lot numbered two (2) as shown on division and plan recorded in Cumberland County Registry of Deeds, Book 348, Pages 25 and 31, set off to the heirs of Caroline E. Stowell, in the division of the Estate of Levi Cobb, said lot, or that part of it which adjoins said Summit Street, being now or formerly of one Cobb; thence southeasterly along said Summit Street, fifty (50) feet to a point; thence southwesterly at right angles to said Summit Street, keeping a distance of fifty (50) feet from said boundary line of said Cobb land, one hundred (100) feet to a point; thence northwesterly a distance of fifty (50) feet to said Cobb's land; thence northeasterly by said Cobb's land a distance of one hundred (100) feet to the point of beginning.

The description in this deed is identical to the description contained in the deed from the Casco Realty Improvement Company to Fannie M. Spiller, dated August 2, 1924 and recorded in the Cumberland County Registry of Deeds in Book 1174, Page 317 and reflects a correction in the deed from Fannie M. Spiller to Lawrence W. Curtis, dated August 18, 1927, and recorded in the Cumberland County Registry of Deeds in Book 1273, Page 179, and in the deed from Lawrence W. Curtis to Eileen F. Weeks by warranty deed dated January 30, 1935 and recorded in the Cumberland County Registry of Deeds in Book 1464, Page 25.

Being the same premises conveyed by Deed of Distribution by Personal Representative of the Estate of Arthur C. Wing to Kimberly Barden, dated July 21, 2009, recorded in the Cumberland County Registry of Deeds at Book 27139, Page 118.

P-3

lot size - 4900 sq

front - 25' - min

rear - 75' min

side - 25' by - 14' min

lot coverage - 35% = 1715 sq

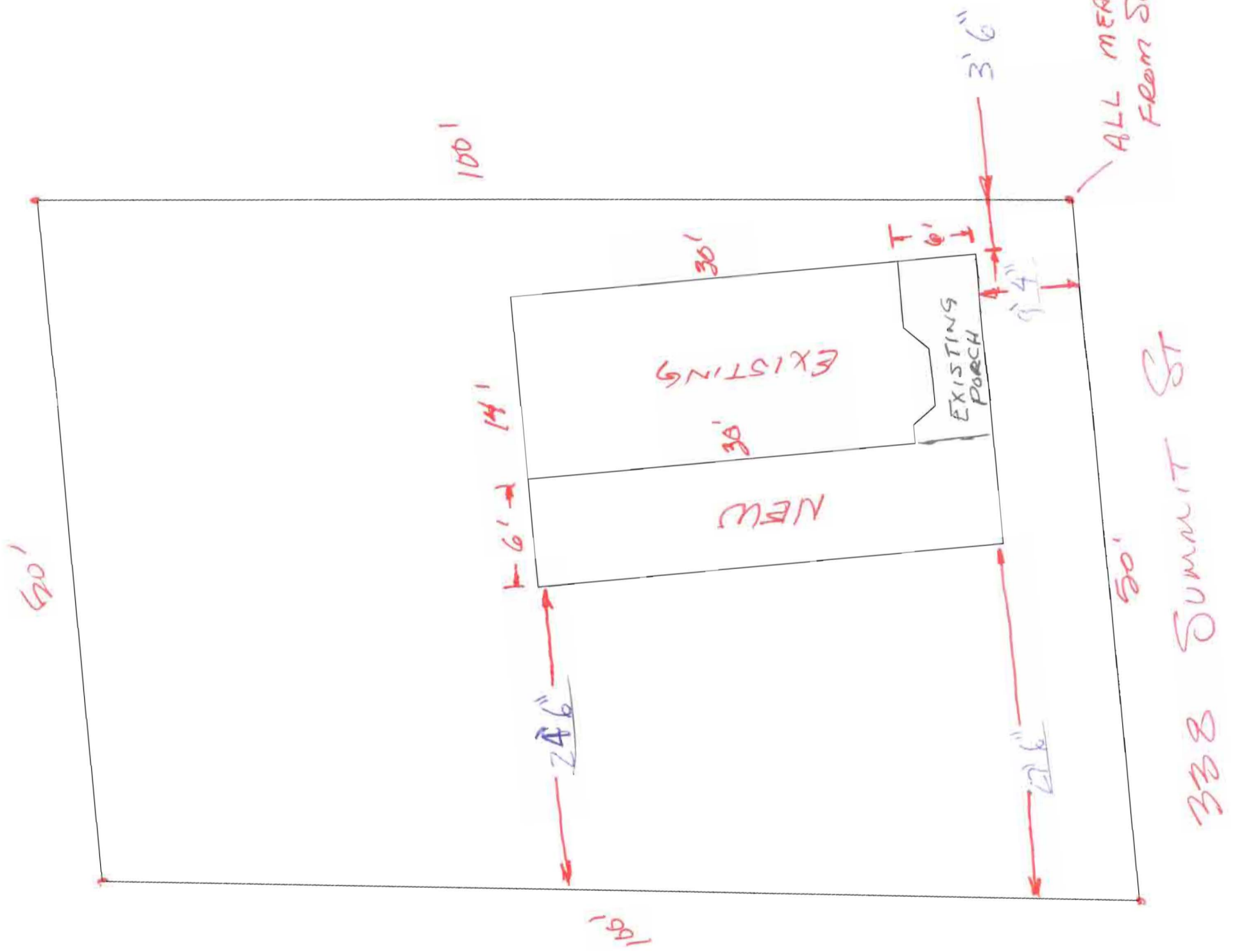
30x14 = 420

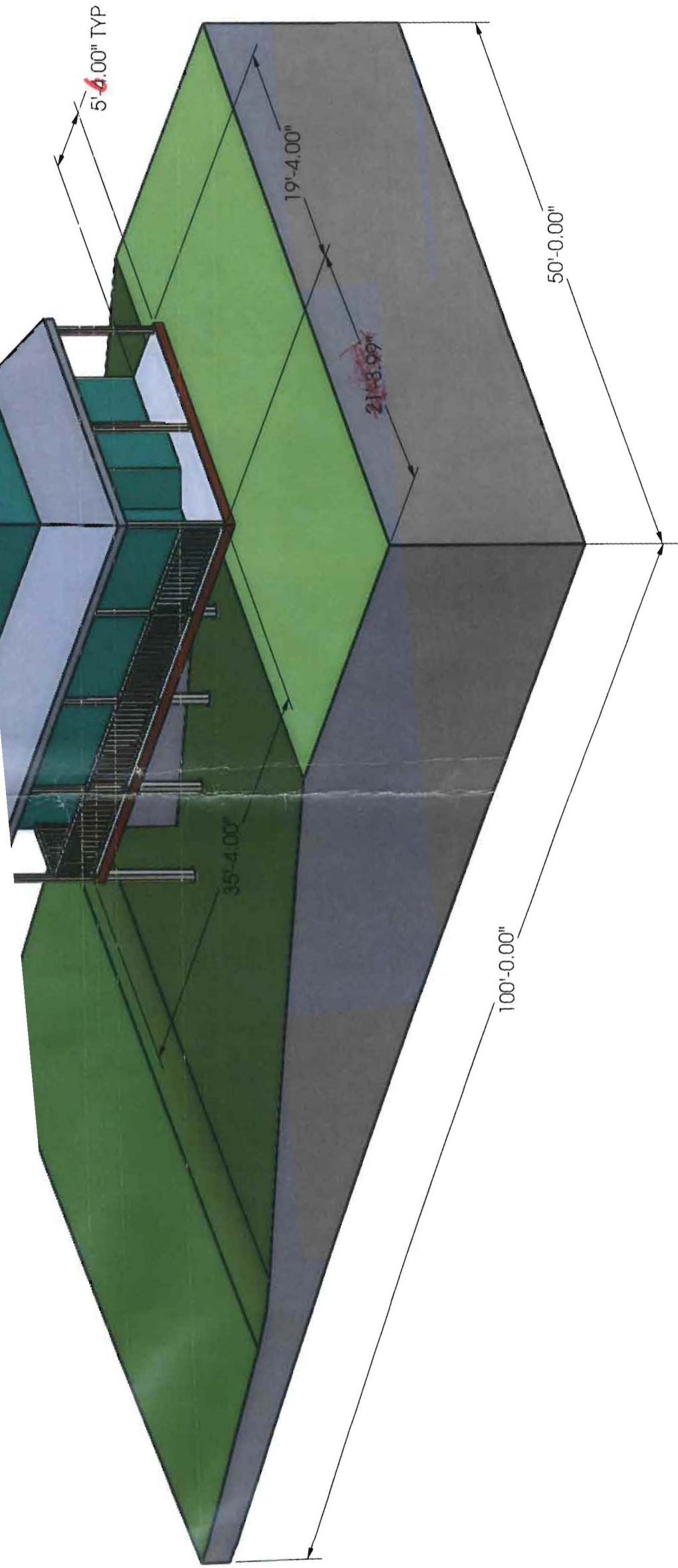
6x14 = 84

proposed 6x36 = 216

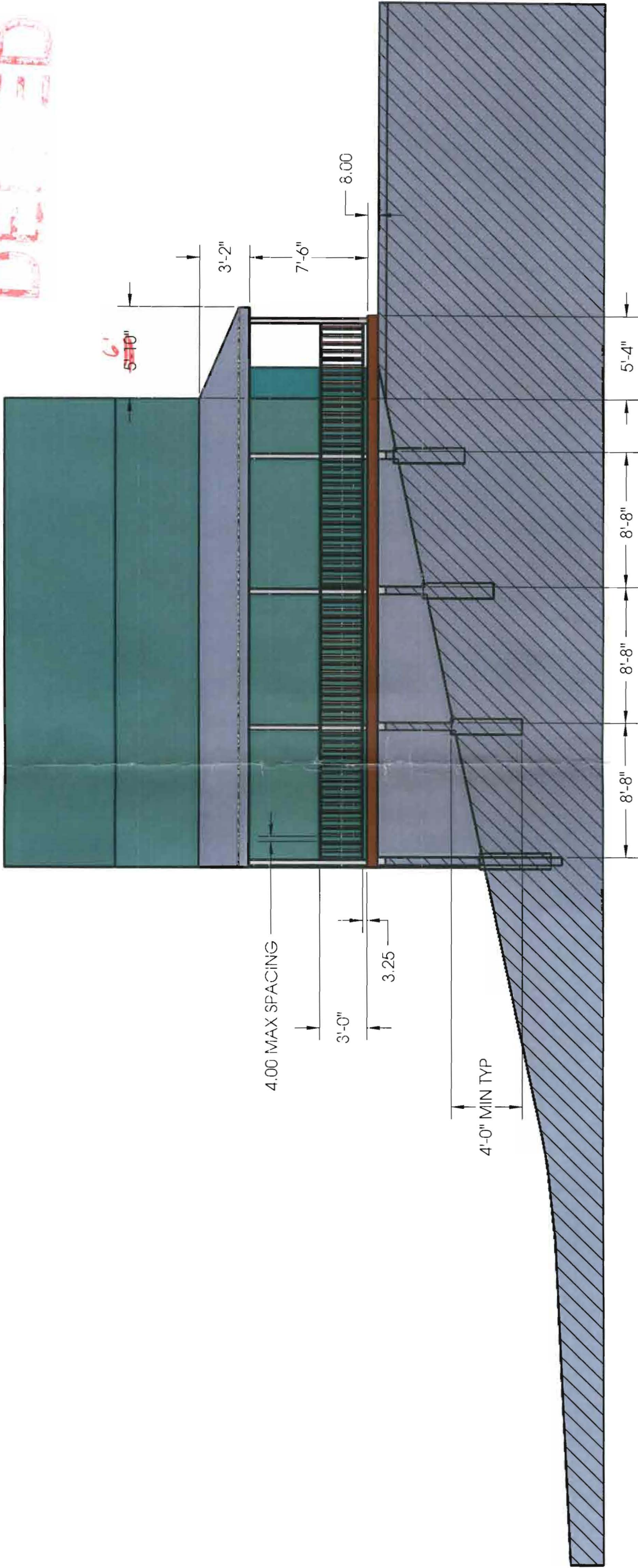
max allowed $\frac{336}{1050}$

REJECTED





DELETED

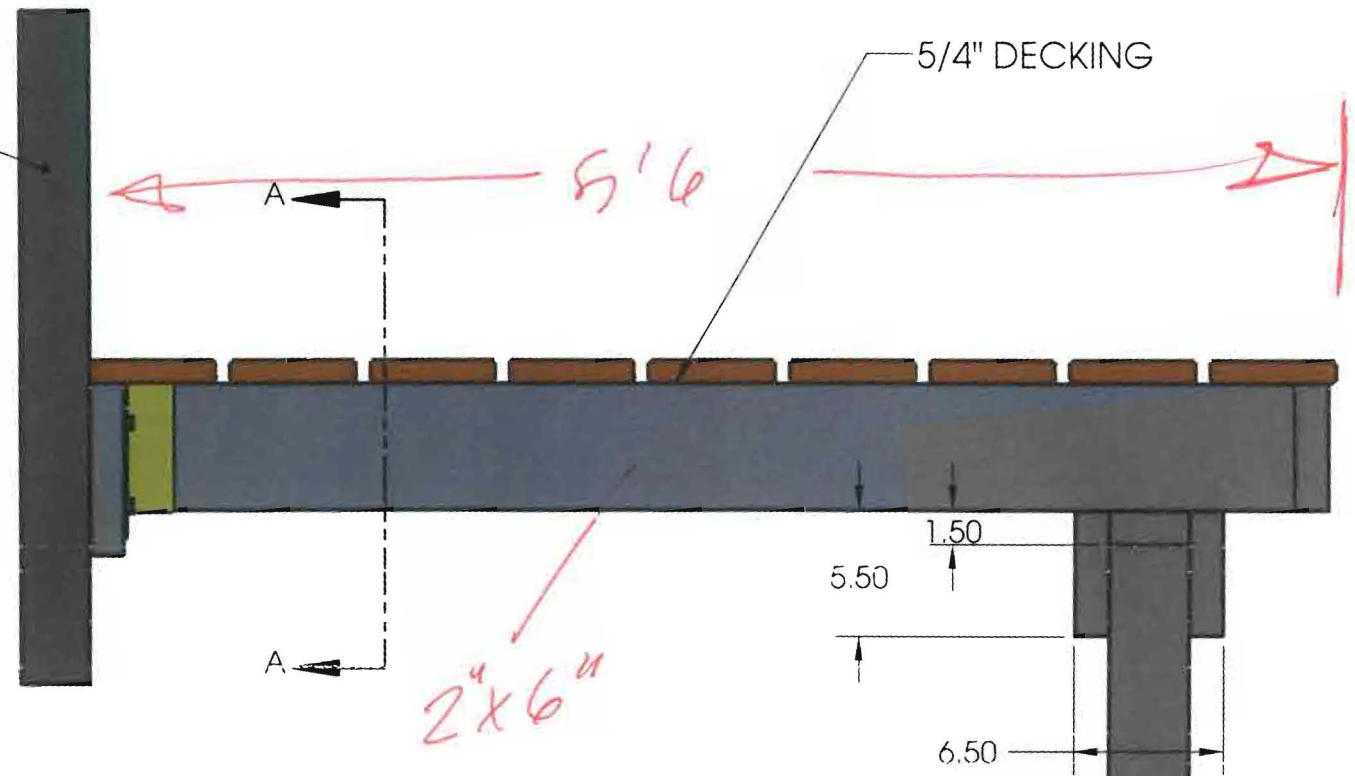


SECTION C-C
SCALE 1 : 75

DECK DETAIL

EXISTING STRUCTURE

5/4" DECKING

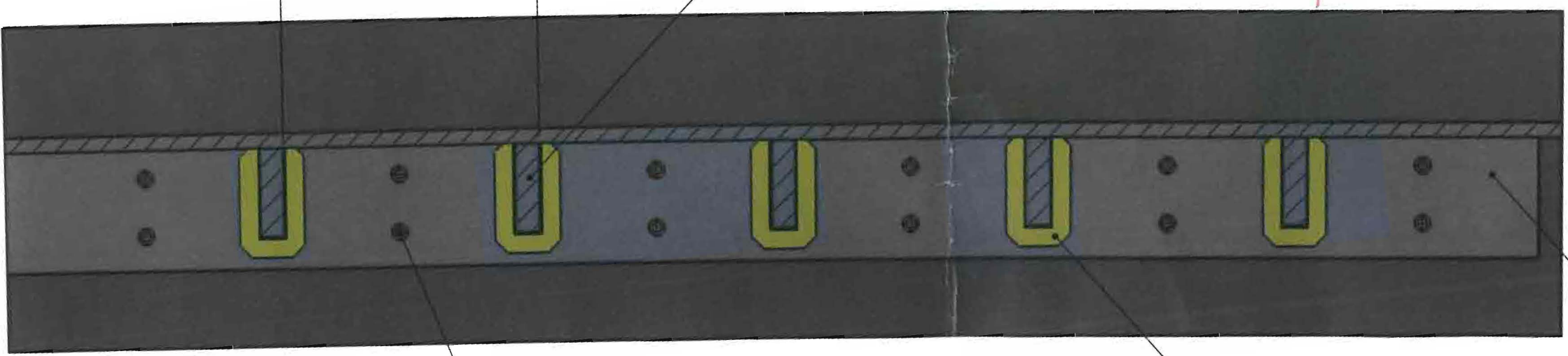


DENIED

4 X 4 POSTS

16.00 CENTERS

2 X 6

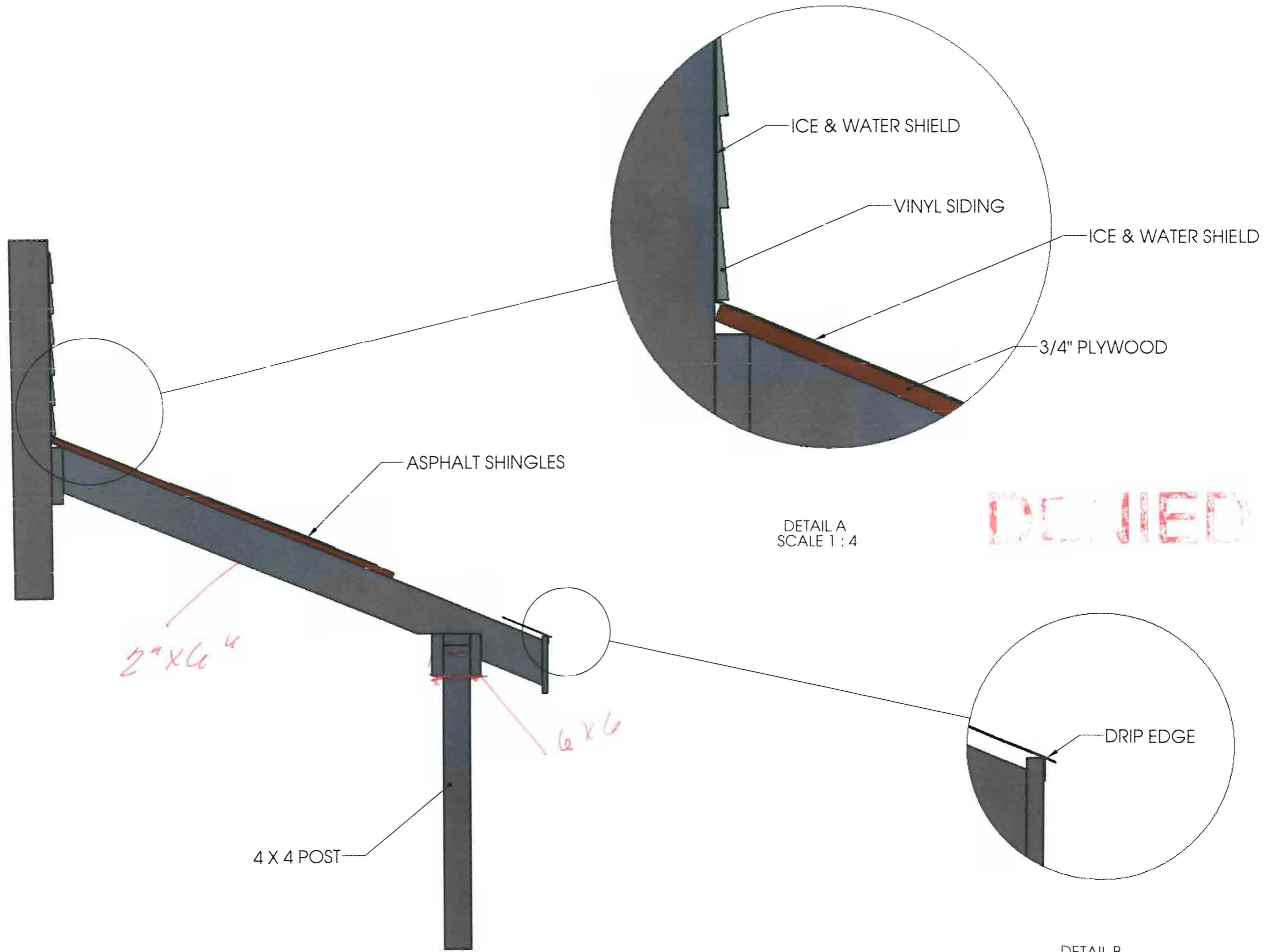


3/8" LAG SCREWS

JOIST HANGERS

2 X 8 LEDGER

SECTION A-A
SCALE 1 : 8



DENIED

