

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION PERMIT

Permit Number: 080934

Please Read
Application And
Notes, If Any,
Attached

This is to certify that Hatt Danny/DJD Builders / D. Daigle

has permission to work on second floor of attached barn to create living unit. Living unit on second floor of house is being re-

AT 17 Summit St 398 A003001

provided that the person or persons firm or person 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 when permission is procured before this building or part thereof is altered or service is closed-in. 24 HOUR NOTICE REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Thomas W. Manley 8/26/08
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: 08-0934 | Issue Date: | CBL: 398 A003001 |
|-----------------------|-------------|---------------------|

| | | | |
|---|---|---|------------------|
| Location of Construction: 17 Summit St | Owner Name: Hatt Danny | Owner Address: 81 Sherwood Street | Phone: |
| Business Name: | Contractor Name: DJD Builders / Don Daigle | Contractor Address: 59 Pinewood Drive Winthrop | Phone: |
| Lessee/Buyer's Name | Phone: | Permit Type: Alterations - Duplex | Zone: R-3/R-2 |

| | | | | |
|---------------------------------|--|--|--|--------------------|
| Past Use: 2 Unit Residential | Proposed Use: 2 Unit Residential - work on second floor of attached barn to create dwelling unit - dwelling unit on second floor of house is being removed. | Permit Fee: \$770.00 | Cost of Work: \$75,000.00 | CEO District: 5 |
| | | FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied | INSPECTION: Use Group: <i>R3</i> Type: <i>5B</i> <i>IRC 2003</i> | |

| | | |
|---|------------|------------------------------|
| Proposed Project Description: work on second floor of attached barn to create dwelling unit - dwelling unit on second floor of house is being removed. | Signature: | Signature: <i>Jm</i> 8/26/08 |
| 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: Idobson | Date Applied For: 07/28/2008 | 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 information may invalidate a building permit and stop all work..</p> | <p>Special Zone or Reviews</p> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> <i>Or will comply how</i> Date: 8/13/08 <i>AKN</i> | <p>Zoning Appeal</p> <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: | <p>Historic Preservation</p> <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>AKN</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 |

BUILDING PERMIT INSPECTION PROCEDURES

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

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.


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

 X Final inspection required at completion of work.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

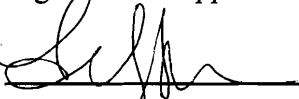
If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.



Signature of Applicant/Designee

8-26-08
Date



Signature of Inspections Official

8.26.08
Date



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>17 Summit St. Portland, ME</u> | | |
| Total Square Footage of Proposed Structure/Area <u>4106</u> | Square Footage of Lot <u>0.755</u> | Number of Stories <u>2</u> |
| Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>398 A 003</u> | Applicant *must be owner, Lessee or Buyer* Name <u>Danny R. Hatt</u> <u>Donald J. Chaunard</u> Address <u>81 Sherwood St.</u> City, State & Zip <u>Portland, ME 04103</u> | Telephone: <u>207-632-1064</u> |
| Lessee/DBA (If Applicable) <u>JUL 25 2008</u> | Owner (if different from Applicant) Name Address City, State & Zip | Cost Of \$75,000.00 Work: \$ <u>130,000.00</u> C of O Fee: \$ _____ Total Fee: \$ <u>700</u> |
| Current legal use (i.e. single family) <u>Multi Family</u> Number of Residential Units <u>2</u> If vacant, what was the previous use? Proposed Specific use: <u>Primary Residence w/ 1 rental unit</u> Is property part of a subdivision? <u>no</u> If yes, please name _____ Project description: | | |
| Contractor's name: <u>DJD Builders Don Daigle</u> Address: <u>59 Pinewood Dr</u> City, State & Zip <u>Winthrop, ME</u> Telephone: _____ Who should we contact when the permit is ready: <u>Danny R. Hatt</u> Telephone: <u>632-1064</u> Mailing address: <u>81 Sherwood St. Portland, ME 04103</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:  Date: July 14, 2008

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

2
2756

City of Portland, Maine - Building or Use Permit

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

| | | |
|------------------------------|--|----------------------------|
| Permit No: 08-0934 | Date Applied For: 07/28/2008 | CBL: 398 A003001 |
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| Location of Construction: 17 Summit St | Owner Name: Hatt Danny | Owner Address: 81 Sherwood Street | Phone: |
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| Lessee/Buyer's Name | Phone: | Permit Type: Alterations - Duplex | |

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| Proposed Use: 2 Unit Residential - work on second floor of attached barn to create dwelling unit - dwelling unit on second floor of house is being removed. | Proposed Project Description: work on second floor of attached barn to create dwelling unit - dwelling unit on second floor of house is being removed. |
|---|--|

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 08/13/2008

Note: **Ok to Issue:**

- 1) This is NOT an approval for an additional dwelling unit. All the kitchen equipment including, but not limited to items such as astove, microwave, refrigerator, or kitchen sink must be removed from the old kitchen on the second floor of the main house.
- 2) This property shall remain a two family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tom Markley **Approval Date:** 08/26/2008

Note: **Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.



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

*Lee Urban- Director of Planning and Development
Marge Schmuckal, Zoning Administrator*

November 9, 2007

Mike Bunting
c/o Coldwell Banker
53 Baxter Blvd
Portland, ME 04101

RE: 9-25 (called 17) Summit Street – 398-A-003 (the “Property”)– Split Zone, with an R-3 principle zone with an R-2 portion

Dear Mr. Bunting,

I am in receipt of your request to determine the legal use of the Property. Permits issued in 1967 showed the Property to be a legal two (2) unit building. In 2001 this office received two permits, one to demolish a two car garage and one to build a 24' x 28' garage. Both the 2001 permits listed the use of the Property as a single family dwelling. Both permits had conditions placed upon them stating that the Property should remain a single family dwelling. The owner never disputed the conditions placed on the permits.

Currently an advocate of the owner has reason to believe that the two garage permits were in error listing the legal use of the Property as a single family dwelling. I am in receipt of an affidavit from Marcel Violette's widow, Mary Ann Violette, who has sworn under oath that the building has always been a residential two unit building since they bought it in 1969. Further evidence from Central Maine Power Company shows that there are two separate meters for the property. One meter has been existing since 1/28/69 to the present time. The other meter has been existing since 2/18/90 to the present time. This indicates that the two units were uninterrupted from electrical service during the 2001 permit span. I am also in receipt of photos showing the two separate heating systems and the two separate kitchens. Each kitchen looks somewhat dated. Neither looks like they were just recently installed.

Therefore I have determined that the legal two (2) unit designation was never discontinued. The Property remains a legal two (2) residential dwelling unit building.

Very truly yours,

Marge Schmuckal
Zoning Administrator

PURCHASE AND SALE AGREEMENT

May 15, 2008

Effective Date is defined in Paragraph 24 of this Agreement

1. PARTIES: This Agreement is made between Danny Hatt, Donald Chouinard ("Buyer") and The Estate of Marcel Violette ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (X) 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 17 Summit Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 3074 --, Page(s) 118.

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

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: all to be in working order

4. PERSONAL PROPERTY: The following items of personal property as viewed on March 20, 2008 are included with the sale at no additional cost, in "as is" condition with no warranties: two refrigerators, and two ranges

Seller represents that such items shall be operational at the time of closing, except: all to be in working order

5. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 237,500.00 Buyer (X) has delivered; or () will deliver to the Agency within -- days of the date of this offer, a deposit of earnest money in the amount \$ 5,000.00. 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 a certified or cashier's check upon delivery of the Deed.

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

6. EARNEST MONEY/ACCEPTANCE: Coldwell Banker Residential Brokerage ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 26, 2008 (date) 5 () AM (X) 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 July 25, 2007 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 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 Personal Representatives Deed deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

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

2 . p 4943-7454 207-543-7454 May 24 2008 3:02PM Anne & John EZZY

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

11. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) N/A. The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank shall be paid by Buyer at cash price of company that delivered fuel as of date of closing. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

| TYPE OF INVESTIGATION | | | YES | NO | RESULTS REPORTED TO SELLER | TYPE OF INVESTIGATION | | | YES | NO | RESULTS REPORTED TO SELLER |
|-----------------------|---|---|-----|----|----------------------------|-----------------------|--------------------------|---|-----|----|----------------------------|
| a. | General Building | | | X | Within _____ days | j. | Lead Paint | | | X | Within _____ days |
| b. | Chimney | | | X | Within _____ days | k. | Arsenic Treated Wood | | | X | Within _____ days |
| c. | Environmental Scan | | | X | Within _____ days | l. | Pests | | | X | Within _____ days |
| d. | Sewage Disposal | X | | | Within 5 days | m. | Pool | | | X | Within _____ days |
| e. | Water Quality (including but not limited to radon, arsenic, lead, etc.) | | | X | Within _____ days | n. | Zoning | | | X | Within 5 days |
| f. | Water Quantity | | | X | Within _____ days | o. | Habitat Review/Waterfowl | | | X | Within _____ days |
| g. | Air Quality (including but not limited to asbestos, radon, etc.) | | | X | Within _____ days | p. | Flood Plain | | | X | Within _____ days |
| h. | Square Footage | | | X | Within _____ days | q. | Code Conformance | X | | | Within 10 days |
| i. | Mold | | | X | Within _____ days | r. | Insurance | X | | | Within 5 days |
| | | | | | | s. | Other | | | X | Within _____ days |

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation 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 investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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

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

- This Agreement is subject to Buyer obtaining a FHA 203K loan of 97,000 % of the purchase price, at an interest rate not to exceed Prevailing rate % and amortized over a period of 30 years.
- Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within 2 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer to provide Seller with loan commitment letter from lender within 30 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 days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
- After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ zero toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- 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.

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

Michael Bunting of Coldwell Banker Res. Brokerage is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

John Hatcher of Keller Williams Agency 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 to Agreement.

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.

[Handwritten initials]

[Handwritten initials: MEU, RMD]

26. OTHER CONDITIONS: Property to be vacant of all tenants and belongings.

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 81 Sherwood Street, Portland, ME 04103

BUYER Danny Hatt DATE 5-27-08 BUYER Donald Chouinard DATE 5/27/08

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 17 Summit Street, Portland, ME 04103

SELLER Mary Ann Heslette DATE 5/24/2008 SELLER Renee V Daniel (MEU) DATE 5/24/2008
Personal Representative of estate of Marcel Violette, Jr

COUNTER-OFFER

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

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

SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE

EXTENSION

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

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE



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Addendum 1 to Agreement

Addendum to contract dated April 12, 2008
 between The Estate of Marcel Violette (hereinafter "Seller")
 and Danny Hatt, Donald Chouinard (hereinafter "Buyer")
 property 17 Summit Street, Portland, ME

This Seller promises to convey to the purchasers said property in "As is where is condition". Seller agrees to remove all personal property for said property.

The Seller and the purchasers agree that the seller will not pay for any improvements to said property under any circumstances.

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

[Signature] 5-8-08
 Buyer Date
 Danny Hatt

[Signature] 5-8-08
 Buyer Date
 Donald Chouinard

Mary Ann Violette 4/10/2008
 Seller Date
 The Estate of Marcel Violette
 Personal Representative

Renée V. David 04.12.2008
 Seller Date
 Personal Representative
 of Marcel Violette Sr.

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 | 398 A003001 |
| Location | 17 SUMMIT ST |
| Land Use | TWO FAMILY |
| | |
| Owner Address | VIOLETTE MARCEL HEIRS 17 SUMMIT ST PORTLAND ME 04103 |
| | |
| Book/Page | / |
| Legal | 398-A-3 SUMMIT ST 9-25 32899 SF |

Current Assessed Valuation

| | | |
|-------------|-----------------|--------------|
| Land | Building | Total |
| \$105,500 | \$216,100 | \$321,600 |

Property Information

| | | | | | | |
|---------------------------|---------------------------|--------------------------|--------------------------|-----------------------------|-------------------------|--|
| Year Built 1902 | Style Old Style | Story Height 2 | Sq. Ft. 2906 | Total Acres 0.755 | | |
| Bedrooms 6 | Full Baths 2 | Half Baths | Total Rooms 12 | Attic Unfin | Basement Full | |

Outbuildings

| Type | Quantity | Year Built | Size | Grade | Condition |
|--------------|----------|------------|-------|-------|-----------|
| FLAT BARN | 1 | 1902 | 30X40 | C | A |
| GARAGE-WD/CB | 1 | 2001 | 24X28 | C | A |

Sales Information

| Date | Type | Price | Book/Page |
|------|------|-------|-----------|
|------|------|-------|-----------|

Picture and Sketch

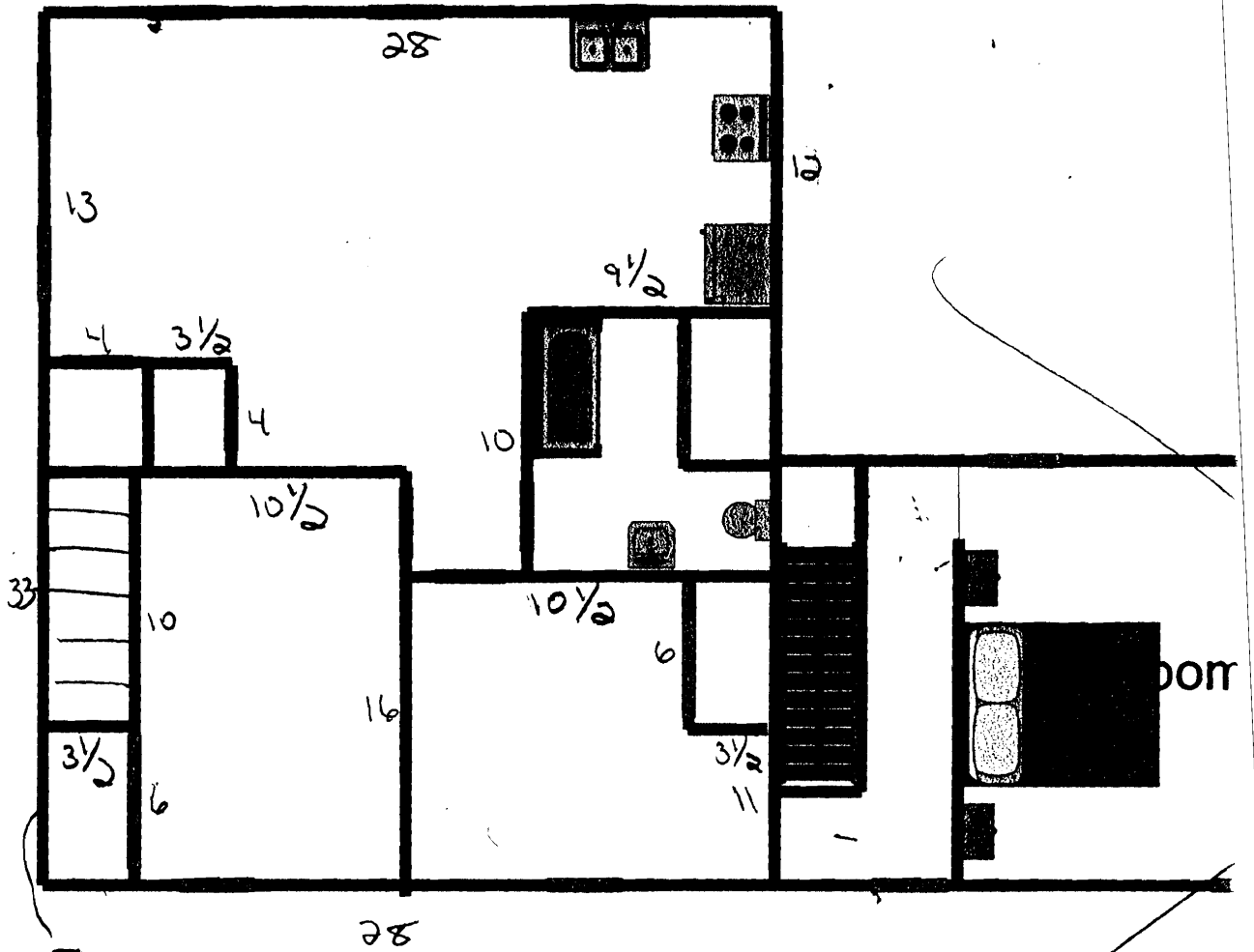
| | | |
|-------------------------|------------------------|-------------------------|
| Picture | Sketch | Tax Map |
|-------------------------|------------------------|-------------------------|

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

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

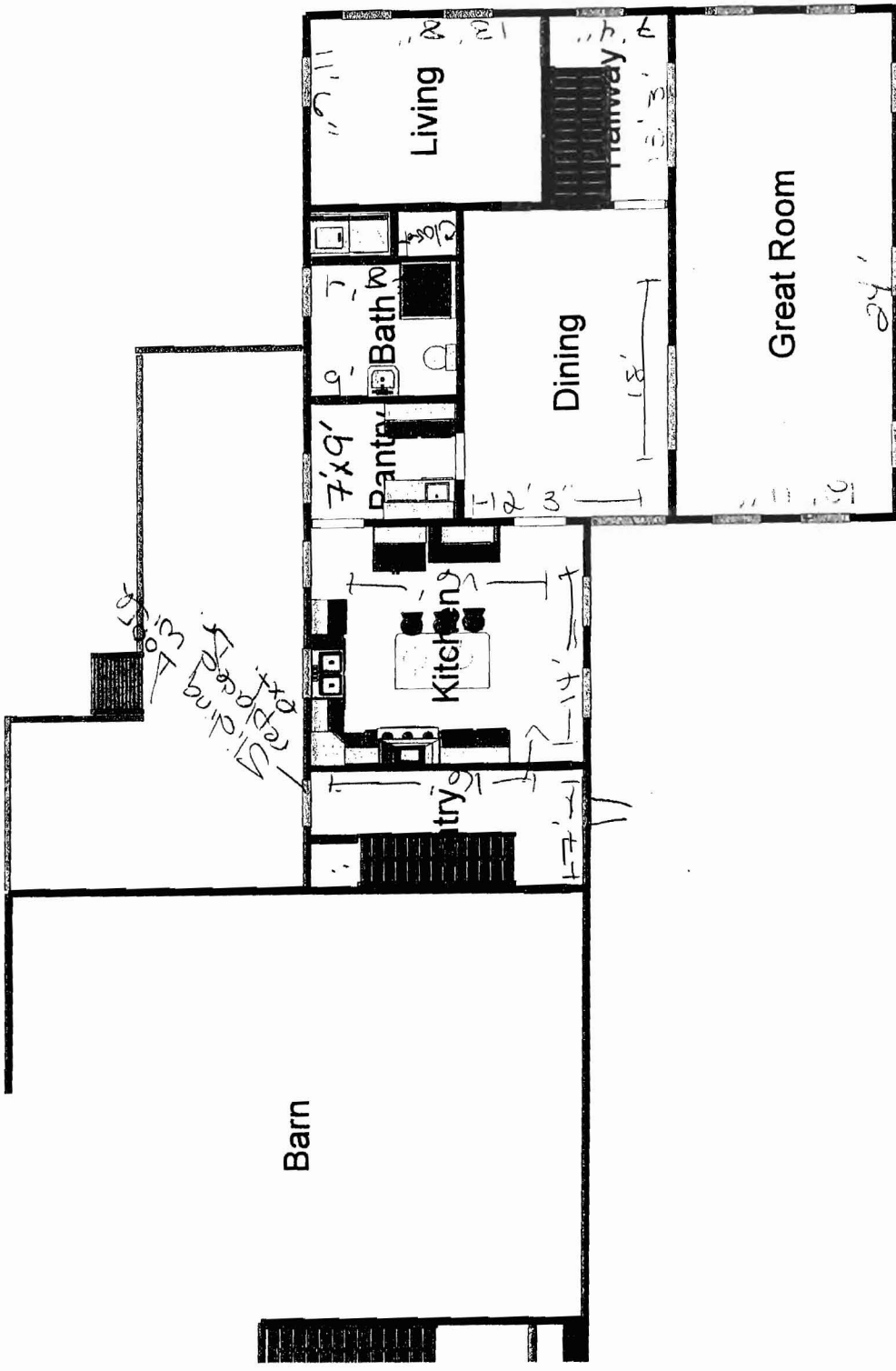
New Search!

The scale is 1" = 10'

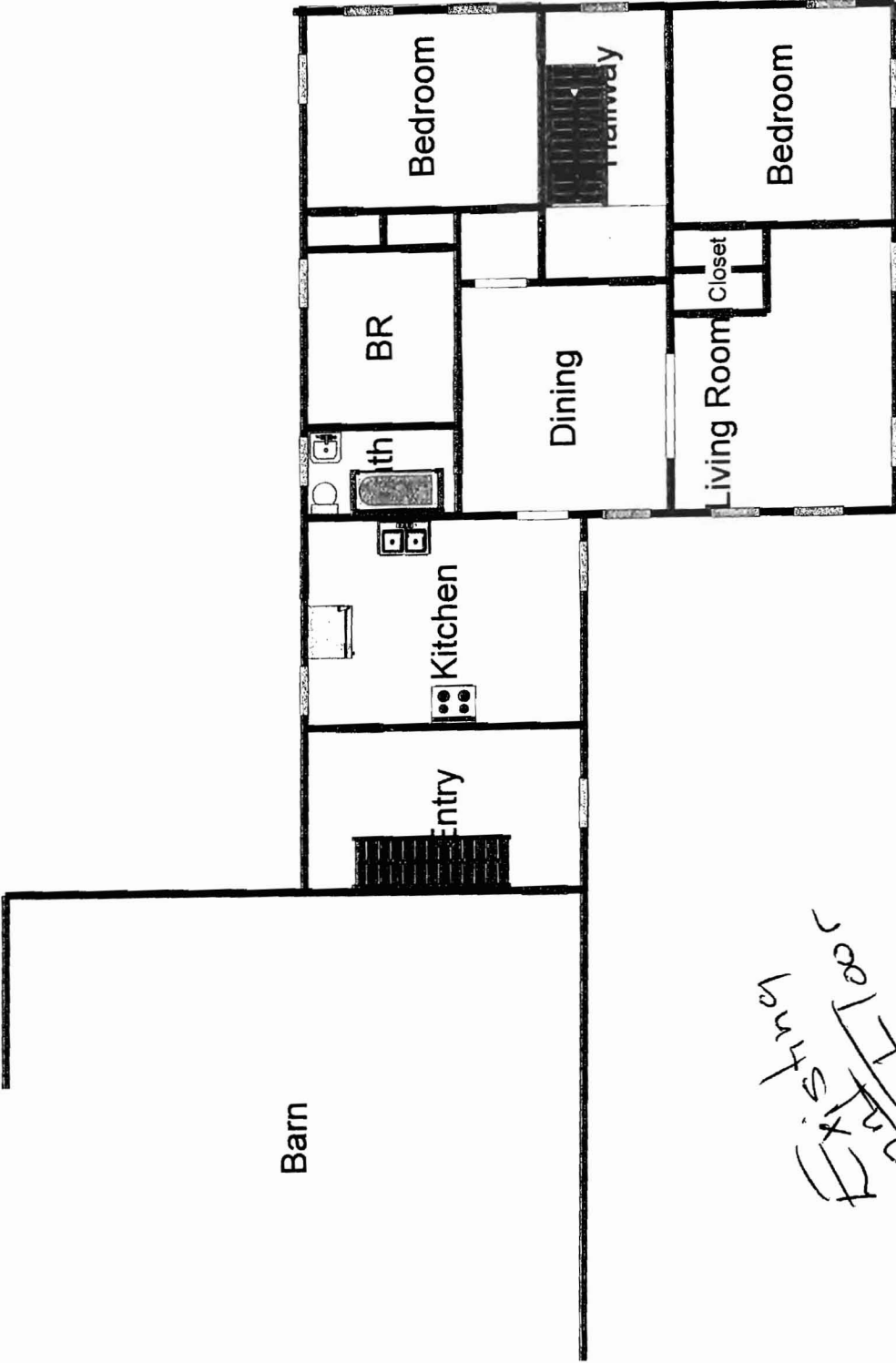


Entrance to Apartment

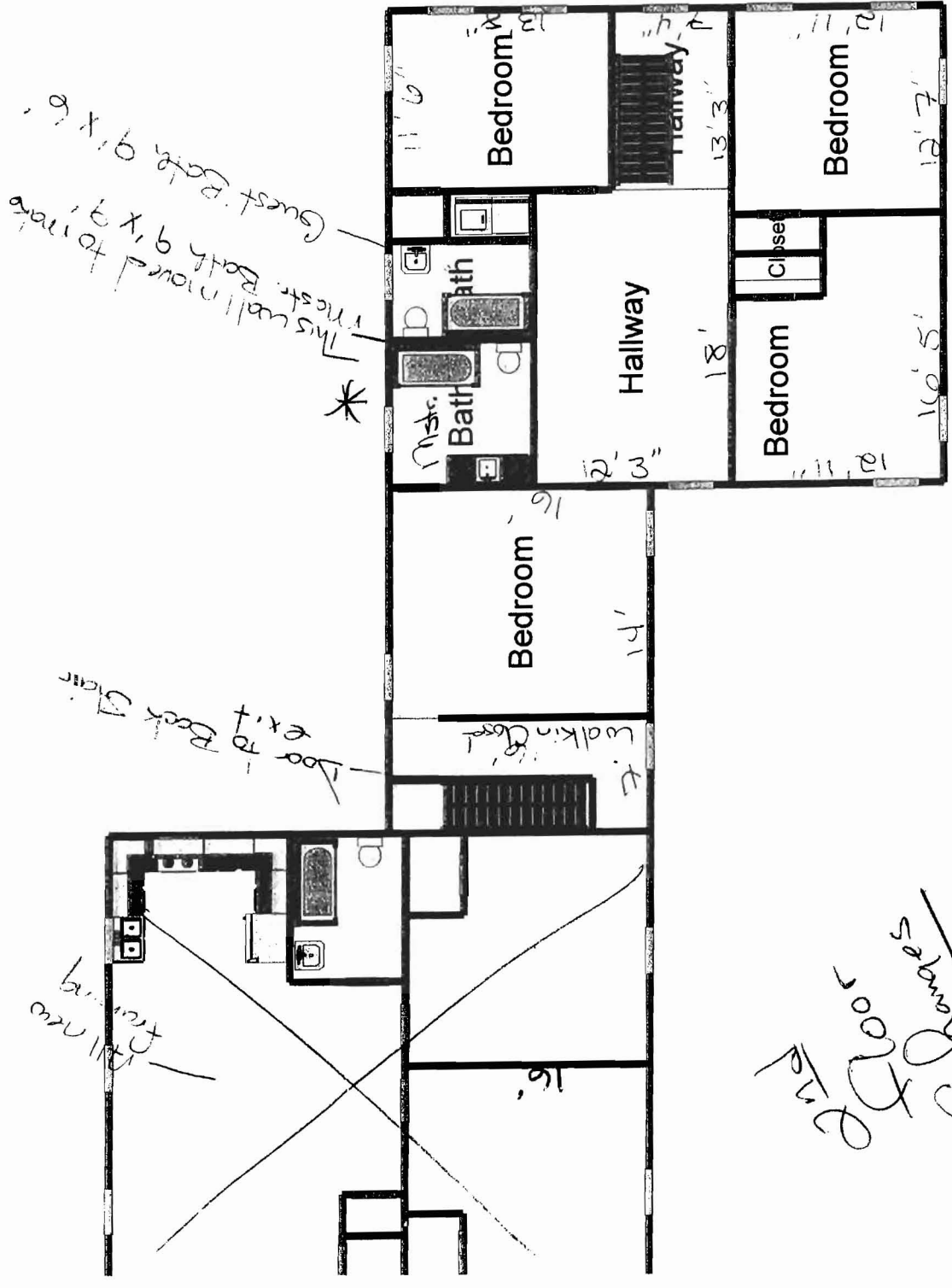
Barn Apartment



1st floor
 doors
 not
 to be
 changed



Fix this
Foot lock



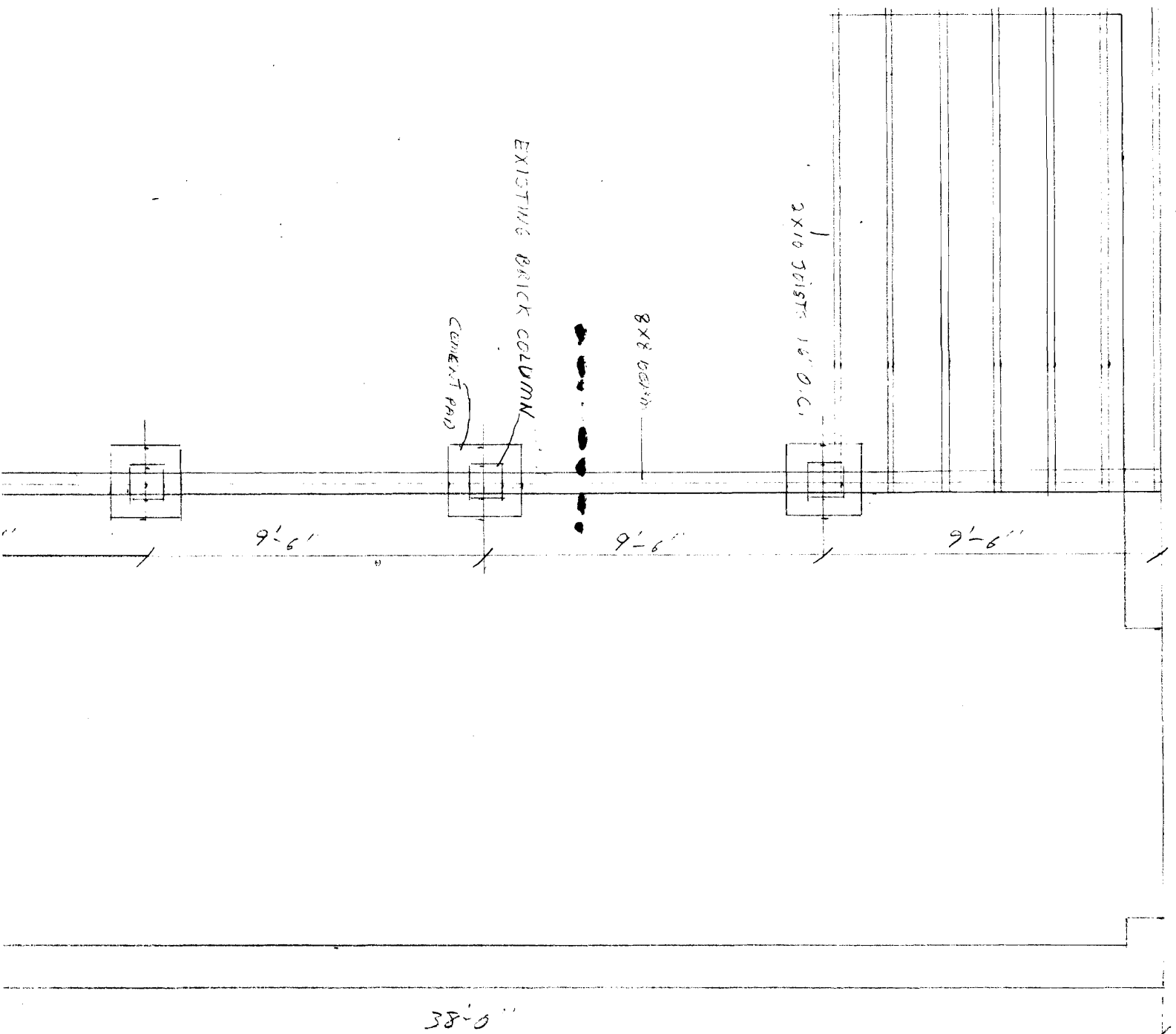
* This wall moved to make Mstr. Bath 9' x 9'
 Guest Bath 9' x 6'

Door to Back Stair exit

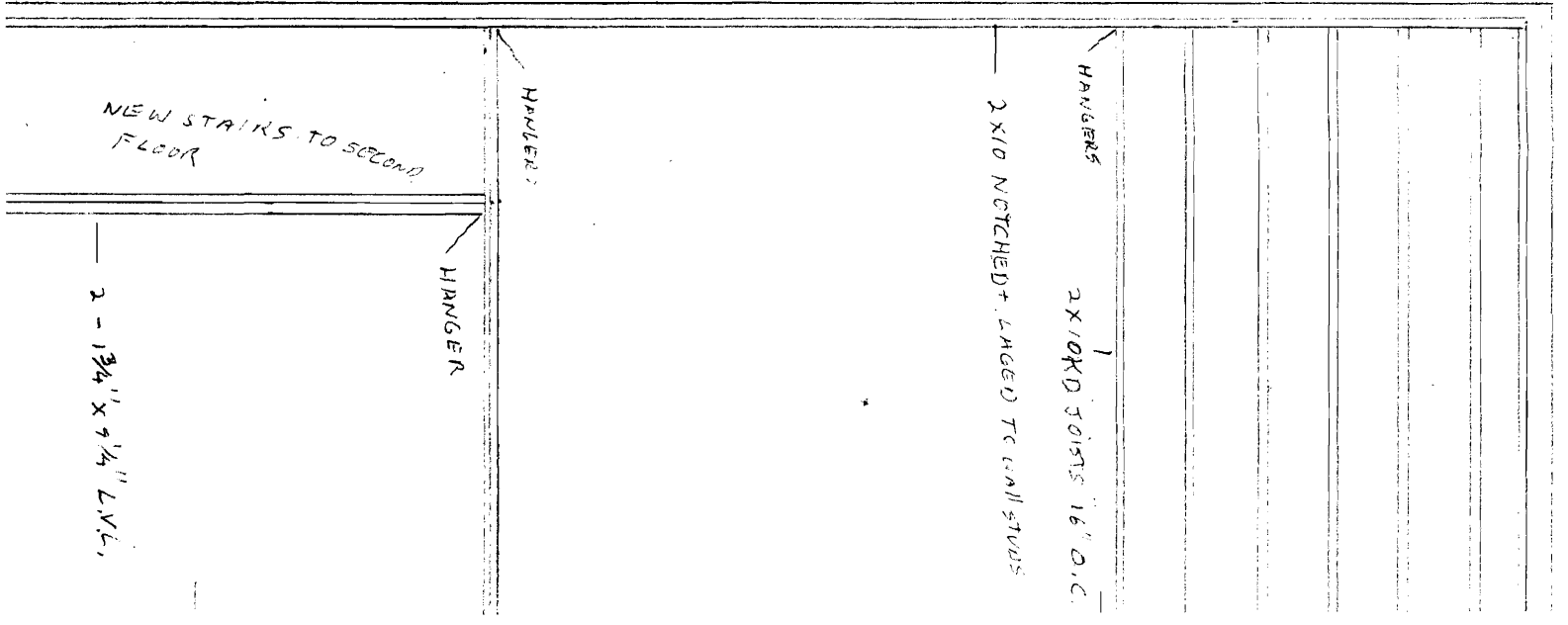
Hall new framing

Main House
 2nd Floor
 End

2nd Floor
 Samples
 End



38'-0"



HANGERS
2X10 NOTCHED LAGED TO WALL STUDS
2X10KD JOISTS 16" O.C.

HANGERS
HANGER

