Form # P 04

# DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

**CITY OF PORTLAND** 

Please Read Application And Notes, If Any, Attached

# PULL DING INSPECTION

Permit Number: 080934

This is to certify thatHatt Danny/DJD Build	ders / I Daigle	
has permission towork on second floor of	of atta d barn to eate o ling unit vell	ing unit on second floor of house is being re
AT -17 Summit St		398_A003001
provided that the person or person the provisions of the Statutes the construction, maintenance at this department.	s of the and or the and	ing this permit shall comply with alles of the City of Portland regulating ires, and of the application on file ir
Apply to Public Works for street line and grade if nature of work requires such information.	ification of inspection must be an and with en permitting process of the process	A certificate of occupancy must be procured by owner before this building or part thereof is occupied.
OTHER REQUIRED APPROVALS		
Fire Dept		
Health Dept		4
Appeal Board		11 1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/
Other Department Name	<del></del>	Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine	- Building or Use	Permi	t Applicatio	n Pe	ermit No:	Issue Date	<del></del>	CBL:	
389 Congress Street, 04101	•				08-0934			398	A003001
Location of Construction:	Owner Name:	<u> </u>	`		er Address:			Phone:	
17 Summit St Hatt Danny				81.5	Sherwood Stre	eet			
Business Name:	Contractor Name	;		Conti	ractor Address:			Phone	
	DJD Builders	DJD Builders / Don Daigle			Pinewood Dri	ve Winthron	)		
Lessee/Buyer's Name	Phone:			Permit Type:				_ <del>_</del>	Zone:
Past Use: Proposed Use:				Alterations - Duplex					R-3/R-
				Permit Fee: Cost of Work:		k: C	EO District	: 7	
2 Unit Residential							0.00	5	
							INSPECT	TION:	
	dwelling unit -			Denied Us			Use Grou	p: 183	Type: 3 4
	second floor o removed.	i nouse	is being		_			See Group: R3   Type: 5R3   Type: 5R3	
	Tellioved.						1		
Proposed Project Description:		,	1 11:	l				1	$\alpha / . / \alpha$
work on second floor of attack		ing unit	- dwelling	Signa		WINDER DIG	Signature	m	8/26/08
unit on second floor of flouse	is being removed.				ESTRIAN ACT				
				Actio	on: Appro	ved App	proved w/Co	onditions [	Denied
		<del></del> -		Signa	ature:			Date:	
Permit Taken By:	Date Applied For: 07/28/2008				Zoning	g Approva	ıl		
	<del></del>	Sne	cial Zone or Revi		Zoni	ng Appeal		Historic P	reservation
<ol> <li>This permit application d Applicant(s) from meetin Federal Rules.</li> </ol>		l `	noreland		☐ Variance			,	strict or Landma
Building permits do not i septic or electrical work.	nclude plumbing,	☐ Wetland		☐ Miscellaneous			Does Not Require Review		
3. Building permits are void		☐ Flood Zone ☐ Conditional Use			Requires Review				
within six (6) months of t False information may in permit and stop all work.	validate a building	Subdivision  Site Plan  Maj Minor MM  UY WI COOK how  Date: \$ 113 105 Am		[ Interpretation			Approved		
					Approved			Approved w/Conditions	
							Denied  ABW  Date:		
						Dote			
						Date			
		(	CERTIFICATI	ON					
I hereby certify that I am the o I have been authorized by the o jurisdiction. In addition, if a p shall have the authority to ente such permit.	owner to make this appleermit for work describe	ication a	as his authorize application is i	d ager ssued,	nt and I agree I certify that	to conform the code of	to all app icial's au	licable lav	ws of this epresentative
SIGNATURE OF APPLICANT			ADDRES	S	<del></del>	DATE		P	HONE
SIGNATURE OF ATTECHN			ADDICES			DAIL		r	LIONE

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

## **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.

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: P	rior to Any Insulating or drywalling
X Final inspection required at completion	of work.
Certificate of Occupancy is not required for certain p your project requires a Certificate of Occupancy. All	•
If any of the inspections do not occur, the project REGARDLESS OF THE NOTICE OR CIRCUM	•
CERTICATE OF OCCUPANICES MUST BE IS THE SPACE MAY BE OCCUPIED.	SSUED AND PAID FOR, BEFORE
X	8-26-06
Signature of Applicant/Designee	Date
	Date 8, 1608
Signature of Inspections Official	Date

**CBL:** 398 A003001 **Building Permit #:** 08-0934

## 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: 175	ummit St. Portland	_m∈
Total Square Footage of Proposed Structure/A	rea Square Footage of Lot	Number of Stories
4106	0.755	
Tax Assessor's Chart, Block & Lot	Applicant *must be owner, Lessee or Buye	r* Telephone:
Chart# Block# Lot#	Name Donald J. Chauna	
394 1 003	Address & 1 Sherwood St.	
370		1064
	City, State & Zip To. Hand, ME OL	
Lessee/DBA (If Applicable)	Owner (if different from Applicant)	Cost Of \$5,000.00
JUL 25 350	Name	Work: \$ 138,000
, 25	Address	C of O Fee: \$
JUL -	City, State & Zip	225
,	City, state & Zip	Total Fee: \$
Current legal use (i.e. single family)  If vacant, what was the previous use?	Number of Residentia	ıl Units <b>2</b>
Proposed Specific use: Proposed Specific use:	interes 1 1 contat 1 10:	<del></del>
Is property part of a subdivision?	If yes, please name	
Project description:	11 yes, please name	
Contractor's name: ATT Builders	Don Daigle	
Address: 59 Pigewood Dr		
City, State & Zip Winkrop;	Te	elephone:
Who should we contact when the permit is read	y: Janny P Hatt Te	elephone: 632-1064
Mailing address: 81 She-wood 5		FOI
Please submit all of the information	outlined on the applicable Checklis	st. 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

City of Portland, Maine	e - Building or Use Permi	t		Permit No:	Date Applied For:	CBL:
389 Congress Street, 04101	Tel: (207) 874-8703, Fax:	(207) 87	4-8716	08-0934	07/28/2008	398 A003001
Location of Construction:	Owner Name:			Owner Address:	<del></del> _	Phone:
17 Summit St	Hatt Danny			81 Sherwood Stre	et	
Business Name:	Contractor Name:			Contractor Address:		Phone
	DJD Builders / Don D	aigle		59 Pinewood Driv	e Winthrop	
Lessee/Buyer's Name	Phone:		F	Permit Type:		
				Alterations - Dup	lex	
Proposed Use:			Proposed	Project Description	:	
	second floor of attached barn to on second floor of house is being				attached barn to creation of house is being	•
Dept: Zoning St. Note:	atus: Approved with Condition	ns Re	viewer:	Ann Machado	Approval l	Date: 08/13/2008 Ok to Issue: ✓
Note:  1) This is NOT an approval	atus: Approved with Condition for an additional dwelling unit. erator, or kitchen sink must be r	All the k	itchen e	quipment includin	g, but not limited to	Ok to Issue:  Items such as
Note:  1) This is NOT an approval astove, microwave, refrige	for an additional dwelling unit.	All the k	itchen e	quipment includin old kitchen on the	g, but not limited to e second floor of the	Ok to Issue:   items such as main house.
Note:  1) This is NOT an approval astove, microwave, refrig.  2) This property shall remain approval.	for an additional dwelling unit. erator, or kitchen sink must be r	All the kenoved for ange of u	itchen ear from the	quipment includin old kitchen on the require a separate	g, but not limited to e second floor of the permit application	Ok to Issue:  items such as main house. for review and
Note:  1) This is NOT an approval astove, microwave, refrig.  2) This property shall remain approval.  3) This permit is being appropriate work.	for an additional dwelling unit. erator, or kitchen sink must be rn a two family dwelling. Any ch	All the kended for ange of unitted. An	itchen e from the se shall y deviat	quipment includin old kitchen on the require a separate	g, but not limited to e second floor of the permit application	Ok to Issue:  items such as main house. for review and before starting that
Note:  1) This is NOT an approval astove, microwave, refrig.  2) This property shall remain approval.  3) This permit is being appropriate work.	for an additional dwelling unit. erator, or kitchen sink must be rn a two family dwelling. Any choved on the basis of plans subm	All the kended for ange of unitted. An	itchen e from the se shall y deviat	quipment includin old kitchen on the require a separate ions shall require a	g, but not limited to e second floor of the permit application to a separate approval	Ok to Issue:  items such as main house. for review and before starting that
Note:  1) This is NOT an approval astove, microwave, refrig.  2) This property shall remain approval.  3) This permit is being approwork.  Dept: Building St.  Note:  1) Separate permits are requ.	for an additional dwelling unit. erator, or kitchen sink must be rn a two family dwelling. Any choved on the basis of plans subm	All the keremoved for ange of unitted. Any ns Rev	itchen earon the see shall y deviate viewer:	quipment includin old kitchen on the require a separate ions shall require a Tom Markley	g, but not limited to e second floor of the permit application to a separate approval	Ok to Issue:  vitems such as main house. for review and before starting that

and approrval 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	<u>, 2008</u>	, Effective Date
		Effective Date is defined in Paragraph 24 of this Agreement.
1. PARTIES: This Agreement	is made between Danny Hatt	
	The Estate of Ma	rcel Violette ("Buycr") and ("Seller").
part of; If "part of" see par	the terms and conditions hereing a. 26 for explanation) the propert	nafter set forth, Seller agrees to sell and Buyer agrees to buy (X all situated in municipality of Portland
described in deed(s) recorded a	at said County's Registry of Deed	cated at 17 Summit Street and s Book(s) 3074 , Page(s) 118
3. FIXTURES: The Buyer and and/or blinds, shutters, curtain	d Seller agree that all fixtures, in rods, built-in appliances, heating	cluding but not limited to existing storm and screen windows, shades sources/systems including gas and/or kerosene-fired heaters and wood sale except for the following: No Exclusions
Seller represents that all mecha working order	anical components of fixtures will	be operational at the time of closing except: all to be in
		roperty as viewed on <u>March 20, 2008</u> are included with the two refrigerators, and two ranges
Seller represents that such item	as shall be operational at the time	of closing, except: all to be in working order
Buyer X has delivered; or the amount \$ 5,000.00 above deadline, this offer shall result in a binding contract. But delivered N/A	will deliver to the Agency withi  If said deposit is to be to be void and any attempted according agrees that an additional deposition of the said with the said and the said with the s	grees to pay the total purchase price of \$ 237,500.00  n days of the date of this offer, a deposit of earnest money in the delivered after the submission of this offer and is not delivered by the eptance of this offer in reliance on the deposit being delivered will not seit of earnest money in the amount of \$ N/A will be deliver this additional deposit in compliance with the above terms shall be purchase price shall be paid by a certified or cashier's check upon
This Purchase and Sale Agreen	ment is subject to the following co	nditions:
said earnest money and act as to 5 to Buyer. In the event that the	escrow agent until closing; this of  AM M PM; and, in the every list of the expension of th	Sanker Residential Brokerage ("Agency") shall hold for shall be valid until May 25, 2008 (date) ent of non-acceptance, this earnest money shall be returned promptly away away it by virtue of acting as escrow agent, Agency shall be entitled to sed as court costs in favor of the prevailing party.
the Maine Bar Association she execute all necessary papers or Seller is unable to convey in a exceed 30 calendar days, from to remedy the title. Seller here closing date set forth above or accept the deed with the title	all be delivered to Buyer and thin July 25, 2007  accordance with the provisions of the time Seller is notified of the cby agrees to make a good-faith of the expiration of such reasonable	rehantable title in accordance with the Standards of Title adopted by a transaction shall be closed and Buyer shall pay the balance due and (closing date) or before, if agreed in writing by both parties. If this paragraph, then Seller shall have a reasonable time period, not to defect, unless otherwise agreed to in writing by both Buyer and Seller, effort to cure any title defect during such period. If, at the later of the ctime period, Seller is unable to remedy the title, Buyer may close and secome null and void in which case the parties shall be relieved of any urned to the Buyer.
8. DEED: The property shall be encumbrances except covenant continued current use of the pro-	nts, conditions, essements and re	epresentatives Deed deed, and shall be free and clear of all strictions of record which do not materially and adversely affect the
free of tenants and occupants, possessions and debris, and in	shall be given to Buyer immed substantially the same condition hin 24 hours prior to closing for	otherwise agreed in writing, possession and occupancy of premises, iately at closing. Said premises shall then be broom clean, free of all as at present, excepting reasonable use and wear. Buyer shall have the the purpose of determining that the premises are in substantially the
Coldwell Busker Residential Brokerage 53 Baster B	l of 4 - P&S Buyer(s) Initials 15th, Podand MB 04101 Produced with ZipForm™ by RE FormsNet.	Seller(s) Initials NEV MD  Phane 2072333127 Fac: (207) \$22-4009 Purchase and S  LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 ywwy.zie/form.com

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 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 carnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto. 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. 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, pennitted 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 TYPE OF INVESTIGATION YES NO RESULTS REPORTED TO SELLER TOSELLER General Building Within **Lend Paint** Within days days b. Chimney Within days k. Arsenic Treated Wood Within days **Environmental Scan** Within Within C. days 1. Pests days Sewage Disposal Within days m. Pool Within darys Within c. Water Quality Zoning days Within days (including but not limited to radon, arsenic, lead, etc.) X Within o. Habitat Review/Waterfowl days Flood Plain Water Quantity Within Within days days D. Air Quality Within days Code Conformance Within days q. (including but not limited to asbestos, radon, etc.) Insurance Within days X Other Within Square Footage Within days days S. Within Mold 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 berein 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 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 interest rate not to exceed Prevailing rate % and amortized over a period of loan of \_\_\_97.000 % of the purchase price, at an 30 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 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. c. 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. 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 days of receipt by Buyer of notice from the lender shall be a default under this Agreement. Buyer agrees to pay no more than \_\_\_ o \_\_ points. Seller agrees to pay up to \$ zero toward Buver's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.

Buyer's ability to obtain financing is X is not subject to the sale of another property. See addendum Yes No X.

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

Way 24 2008 3:02PM Anne & John Ezzy

Princhase and S

Seller(s) Initials <u>///</u>E]

January 2008

Buyer(s) Initials

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

Page 2 of 4 - P&S

Michael Bunting	15. BROKERAGE DISCLOSURE: Buyer at	nd Seller acknowled;	ge they have been advised	of the following relatio	nships:
Licensee    John   Batchear	Michael Bunting	of Coldwall B	nker Res. Brokers	va is a T Caller Agent	There A court
Licensee		, or several se			
If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents an hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dua 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 landled in that forum. For all other disputes or claims atising out of or relating to this Agreement of the property addressed in this Agreement shall be submitted it and pay their respective mediation fores. If a party does not agree first to go to mediation, then that parry will be liable for the other party legal fees in any subsequent Higgsino regarding that some material which the party will be liable for the other party all legal and equitable remedies, including without limitation termination of this Agreement and forfeiture by Buyer of the camest money. In the event of a default by Seller, Buyer may employ all the contraction of this Agreement and forfeiture by Buyer of the camest money. In the event of a default by Seller, Buyer may employ all capt and equitable remedies, including without limitation termination of this Agreement and forfeiture by Buyer of the camest money. In the event of a default by Seller, Buyer may employ all capt and equitable remedies, including without limitation termination of this Agreement and forfeiture by Buyer of the camest money agency acting as a scrow agent has the option to require written releases from both parties prior to disturb with the support of the support of the camest money of either Buyer of Seller.  19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained ber		of Keller	Williams Agency Agency	is a Seller Agent Disc Dual Age	Buyer Agent
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 count will be handled in that forum. For all other disputes or claims arining out of or relating to this Agreement on the property addressed in this Agreement shall be submitted it notified in accordance with the Maine Residential Real Estate Mediator Rule. Buyer and Selter Agreement shall be submitted it notified in accordance with the Maine Residential Real Estate Mediator Rule. Buyer and Selter and	hereby consent to this arrangement. In add	Agency, the Buyer an	and Seller acknowledge th	e limited fiduciary du	ties of the agents an
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 Mains Readestala Real Estate Mediation Rules. Buyer and Seller bound to mediate in good fair 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 othe party's legal fees in any subsequent litigation regarding that same matter in which the party when the country will be liable for the other party along fees in any 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 forfoliure by Buyer of the carnest money. In the event of a default by Seller, Buyer may employ a legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money either Buyer or Seller.  19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained berein. This Agreement completely expresses the obligations of the parties.  20. HERRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assign 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 - \( \mathbb{X} \) \( \math	developed by the Maine Center for Disease	Buyer acknowledges Control and Prever	receipt of Seller's Proportion (formerly Maine Bur	erty Disclosure Form reau of Health) regard	and the information ing arsenic in privat
termination of this Agreement and forficiture by Buyer of the carnest money. In the event of a default by Seller, Buyer may employ al legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money of 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 assign 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 - X Yes No; Other - X Yes No Explain: Addanctual 1 to Agreement.  23. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property Disclosure Form is not an addendum and not part of this Agreement.  24. SPFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication, even within 180 calendar days prior to closing.  24. BFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication, which is a provided providing the required notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documents in a binding satisfied by providing the required notice, c	disputes or claims arising out of or relating mediation in accordance with the Maine Res and pay their respective mediation fees. If a party's legal fees in any subsequent litigation	g to this Agreemen idential Real Estate a party does not agre regarding that same	t or the property addresse Mediation Rules. Buyer a see first to go to mediation matter in which the party	ed in this Agreement of and Seller are bound to , then that party will b	shall be submitted to mediate in good fait to liable for the othe
20. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assign of the Seller and the assigns of the Buyer.  21. COUNTERPARTS: This Agreement may be signed on any number of ideatical 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 -	termination of this Agreement and forfeiture legal and equitable remedies, including with Agency acting as escrow agent has the opti	by Buyer of the ear	nest money. In the event of ination of this Agreement	of a default by Seller, I and return to Buyer of	Buyer may employ all of the earnest money
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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 ing agent to the Seller. Mailing address is 81 Sherwood Street, Portland, Danny Hatt Donald 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. Portland, ME 124/2008 2/2008 DATE COUNTER-OFFER of Mai 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) \_\_\_\_ AM \_\_\_\_ PM. DATE DATE **SELLER** SELLER 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 DATE **SELLER** BUYER DATE SELLER DATE



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All Rights Reserved. Revised January 2008

Page 4 of 4 - P&S

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MASU:6 BUUS #5 BEM

04/30/2008 13:05 FAX

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## Addendum 1 to Agreement

Addendum to contract dated	April 12, 2008	
between	The Estate of Marcal Violette	(hereinafter "Seller
and	Danny Hatt, Donald Chewinard	(hereinafter "Buyer"
property	17 Summit Street, Portland, NE	
	to convey to the purchasers said proper r agrees to remove all personal property	
<b>▼</b>	wrohasers agree that the seller will not	

improvements to said property under any siroumstances.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection the sale/purchade of property. mil sette 4/18/2008 Denny Habt Auyor Donald Chouinard

Coldwell Banker Residential Brokerege S3 Baxter Blvd., Portland ME G4101 Phono: 2072535127 Fax: (207) 422-4009 Michael Bar Michael Bunting

Addendum I to

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 1 398 A003001 17 SUMMIT ST

Location 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 \$105,500 Building \$216,100 Total \$321,600

## **Property Information**

Year Built 1902 **Style** Old Style Story Height

**Sq. Ft.** 2906

Total Acres

0.755

Bedrooms 6

Full Baths

Half Baths

Total Rooms

Attic Unfin Basement Full

### Outbuildings

**Type**FLAT BARN
GARAGE-WD/CB

Quantity
1

Year Built 1902 2001 **Size** 30X40 24X28 **Grade** C C Condition A A

#### Sales Information

Date

Туре

Price

Book/Page

#### Picture and Sketch

Picture

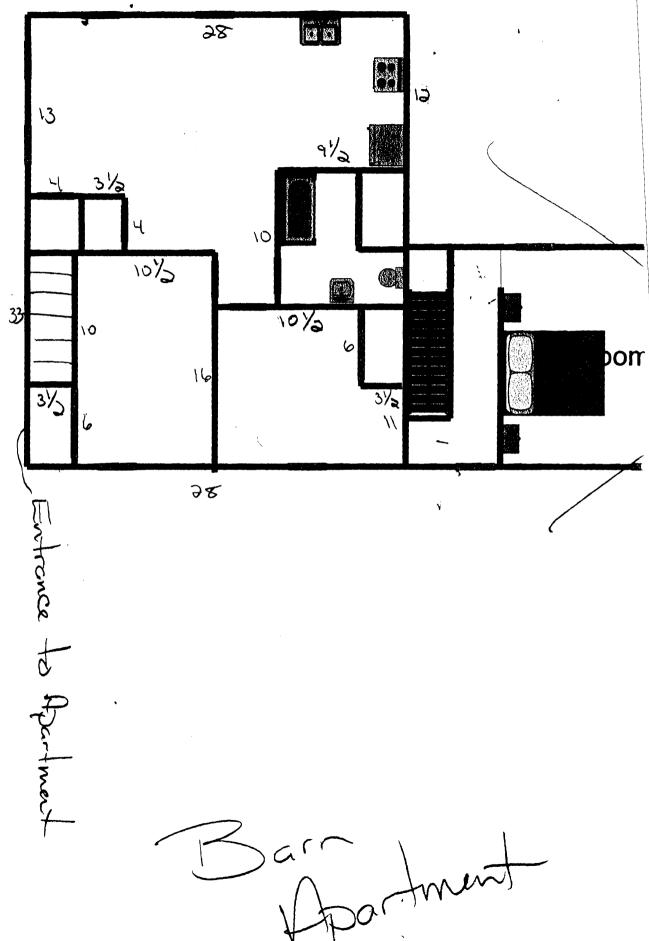
Sketch

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 <u>e-mailed</u>.

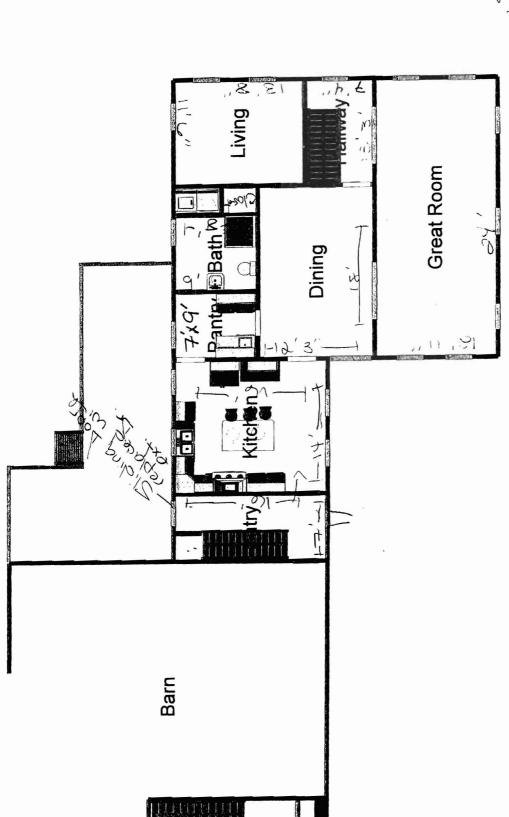
New Search!

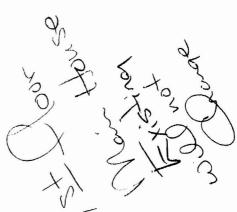


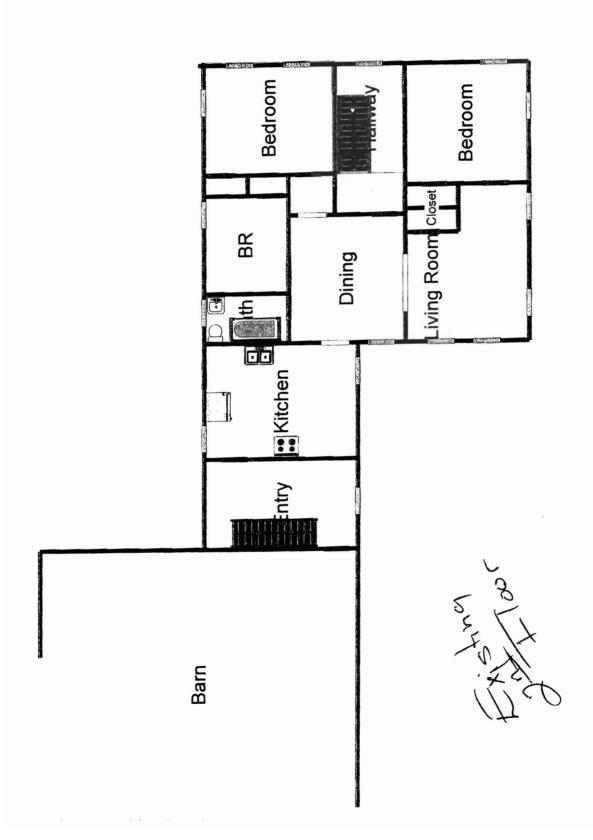
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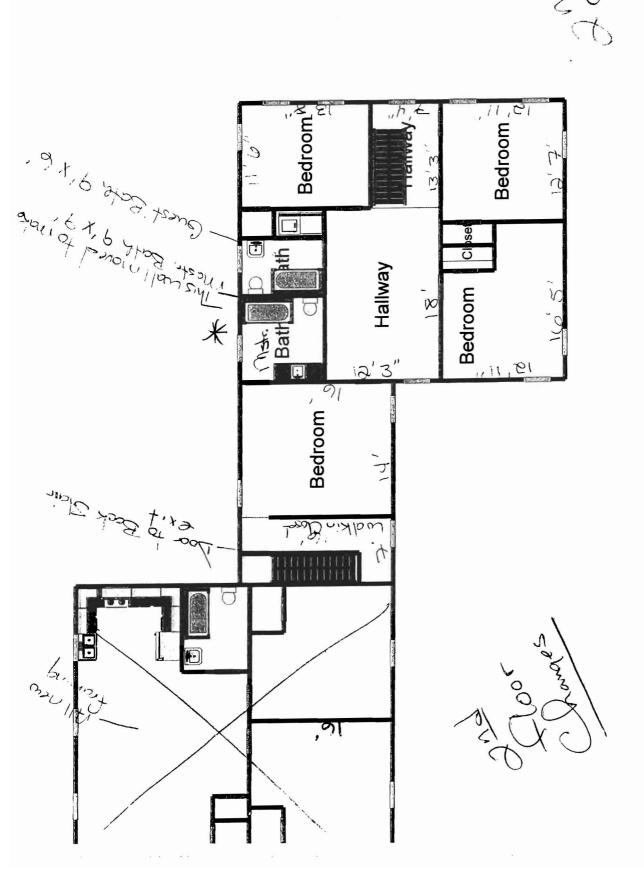
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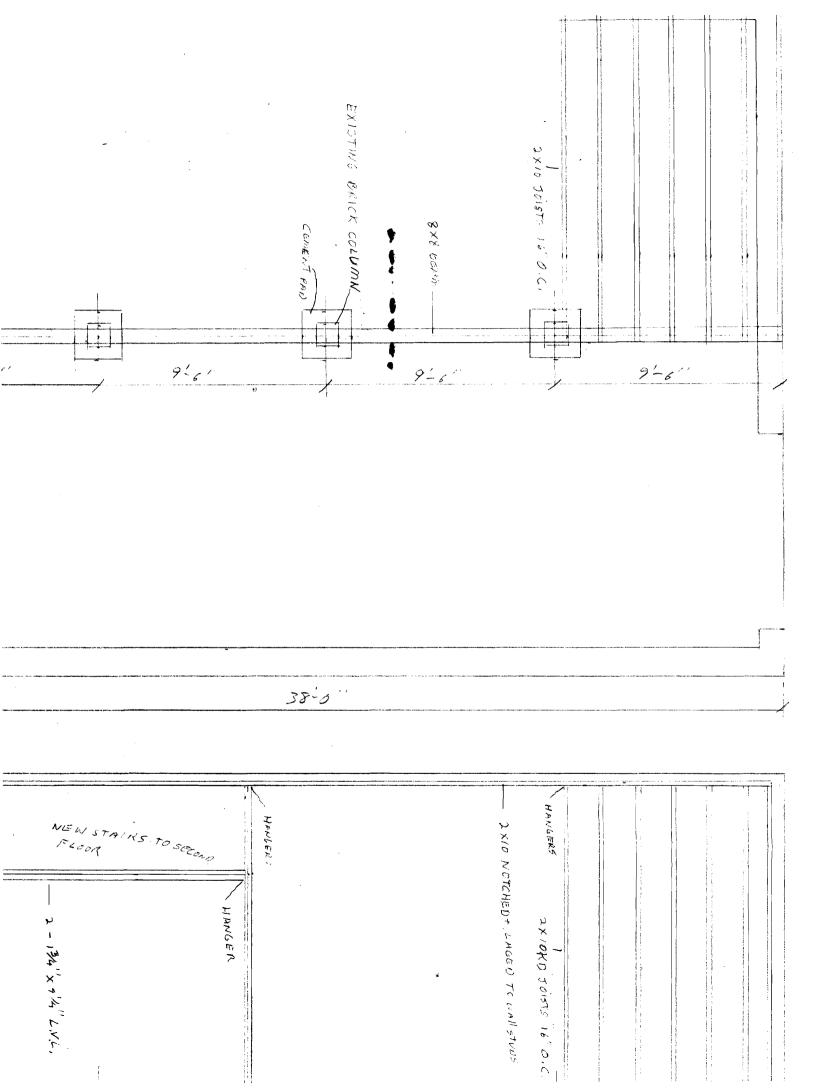
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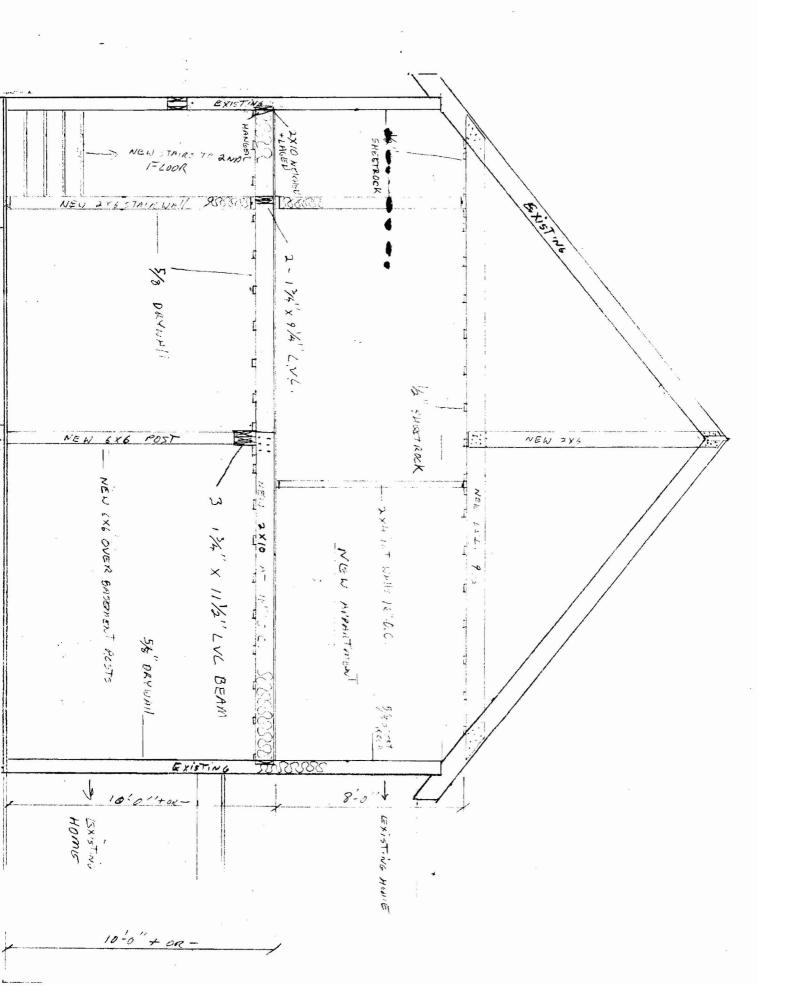














## CITY OF PORTLAND, MAINE

Department of Building Inspections

July 28 20 08
Received from Janny HATT
Location of Work 17 Summit
Cost of Construction \$ 150000
Permit Fee \$
Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)  Other
CBL: 398-A 003
Check #: 2756 Total Collected \$ 770
i i

# THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

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