

**DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK**  
**CITY OF PORTLAND**

Please Read  
Application And  
Notes, If Any,  
Attached

ELECTRICAL SECTION

Permit Number: 071088

**PERMIT**

This is to certify that SUE YANDELL/Winter Green Solariums

has permission to Aluminum Framed Sunroom Addition

AT 51 MONUMENT ST

C 016 G007001

**PERMIT ISSUED**

SEP 28 2007

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of this State 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 procured before this building or part thereof is started or closed-in. **24 HOUR NOTICE IS REQUIRED.**

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

**OTHER REQUIRED APPROVALS**

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_  
Department Name

*Thomas W. Mally* 9/27/07  
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

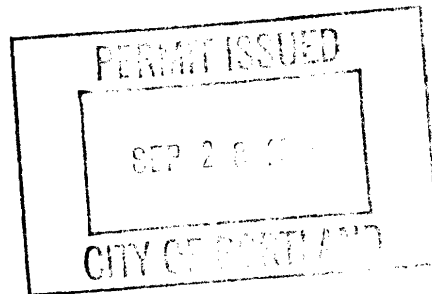
<b>Permit No:</b> 07-1088	<b>Issue Date:</b>	<b>CBL:</b> 016 G007001
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<b>Location of Construction:</b> 51 MONUMENT ST	<b>Owner Name:</b> SUE YANDELL	<b>Owner Address:</b> 51 MONUMENT ST	<b>Phone:</b> 797-3778
<b>Business Name:</b>	<b>Contractor Name:</b> Winter Green Solariums	<b>Contractor Address:</b> 536 Riverside Street Portland	<b>Phone:</b> 2077973778
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Additions - Dwellings	<b>Zone:</b> R-6

<b>Past Use:</b> Two Family	<b>Proposed Use:</b> Two Family Aluminum Framed Sunroom Addition	<b>Permit Fee:</b> \$360.00	<b>Cost of Work:</b> \$34,000.00	<b>CEO District:</b> 1
<b>Proposed Project Description:</b> Aluminum Framed Sunroom Addition		<b>FIRE DEPT:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied  N/A	<b>INSPECTION:</b> Use Group: R3 Type: 5B  IRC 2003	
		Signature: Greg Cross	Signature: Jm 9/27/07	
<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b>				
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied				
Signature: _____ Date: _____				

<b>Permit Taken By:</b> dmartin	<b>Date Applied For:</b> 09/05/2007	<b>Zoning Approval</b>		
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.  2. Building permits do not include plumbing, septic or electrical work.  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..	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland  <input type="checkbox"/> Wetland  <input type="checkbox"/> Flood Zone  <input type="checkbox"/> Subdivision  <input type="checkbox"/> Site Plan	<b>Zoning Appeal</b> <input type="checkbox"/> Variance  <input type="checkbox"/> Miscellaneous  <input type="checkbox"/> Conditional Use  <input type="checkbox"/> Interpretation  <input type="checkbox"/> Approved  <input type="checkbox"/> Denied	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark  <input type="checkbox"/> Does Not Require Review  <input type="checkbox"/> Requires Review  <input type="checkbox"/> Approved  <input type="checkbox"/> Approved w/Conditions  <input type="checkbox"/> Denied
	Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 9/19/07	Date: _____	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.

- Footing/Building Location Inspection: Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- ~~Final/Certificate of Occupancy:~~ Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

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 OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED~~

*Michael New*  
Signature of Applicant/Designee

9-28-07  
Date

*Salvatore*  
Signature of Inspections Official

9.28.07  
Date

CBL: 1667

Building Permit #: 071088



# 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>51 Monument St.</u>		
Total Square Footage of Proposed Structure/Area <u>76</u>	Square Footage of Lot <u>2800</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>16</u> Block# <u>G</u> Lot# <u>007</u>	Applicant * <u>must</u> be owner, Lessee or Buyer* Name <u>Wintergreen Solariums</u> Address <u>536 Riverside St.</u> City, State & Zip <u>Portland, ME 04103</u>	Telephone: <u>797-3778</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>Sue Yandell</u> Address <u>51 Monument St.</u> City, State & Zip <u>Portland, ME 899-1045 04101</u>	Cost Of Work: \$ <u>34,000</u> C of O Fee: \$ <u>N/A</u> Total Fee: \$ <u>360.00</u>
Current legal use (i.e. single family) <u>2 family</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>Additional living space</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Aluminum Framed glass sunroom addition</u>		
Contractor's name: <u>Wintergreen Solariums</u> Address: <u>536 Riverside St.</u> City, State & Zip <u>Portland, ME 04103</u> Telephone: <u>207-797-3778</u> Who should we contact when the permit is ready: <u>Mike Taylor (project manager)</u> Telephone: <u>671-0838</u> Mailing address: <u>536 Riverside St., Portland</u>		

**Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.**

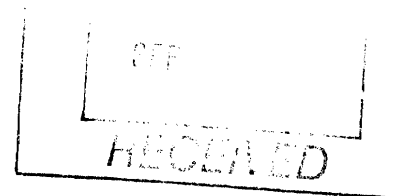
In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: Michael Taylor

Date: 8-28-07

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



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

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

<b>Permit No:</b> 07-1088	<b>Date Applied For:</b> 09/05/2007	<b>CBL:</b> 016 G007001
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<b>Location of Construction:</b> 51 MONUMENT ST	<b>Owner Name:</b> SUE YANDELL	<b>Owner Address:</b> 51 MONUMENT ST	<b>Phone:</b> ( ) 797-3778
<b>Business Name:</b>	<b>Contractor Name:</b> Winter Green Solariums	<b>Contractor Address:</b> 536 Riverside Street Portland	<b>Phone:</b> (207) 797-3778
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Additions - Dwellings	

<b>Proposed Use:</b> Two Family Aluminum Framed Sunroom Addition	<b>Proposed Project Description:</b> Aluminum Framed Sunroom Addition
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 09/19/2007

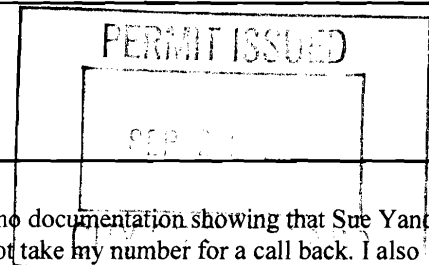
**Note:****Ok to Issue:** 

- 1) This permit is being approved based on the signed statement and revised plans showing a reduction in the rear deck to a 10'x10' size. Please note that essentially the maximum square footage of this lot is being met with this proposal.
- 2) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals.
- 3) This property shall remain a two (2) family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) This permit is being approved on the basis of revised plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tom Markley      **Approval Date:** 09/27/2007

**Note:****Ok to Issue:** 

- 1) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 2) 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.

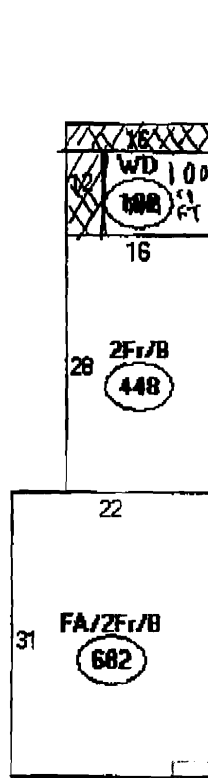
**Comments:**

9/6/2007-mes: This proposal is over the 50% maximum lot coverage allowance and I have no documentation showing that Sue Yandell is the owner of the property. I called Sue Yandell but got someone else who said he could not take my number for a call back. I also called Mike Taylor of Wintergreen solariums and let him know - I will write a letter.

9/11/2007-mes: met with owner & owner's mother who is in the process of buying this property. I had the P&S faxed to me. The owner & mother will be contemplating lessening the size of the deck in the rear to allow this sunroom. They will get back to me with the specifics. They will also get me the size of the header for the 12' opening in the bearing wall.

9/18/2007-mes: late yesterday I received a fax showing the reduction of the rear deck to allow the sunroom addition

9/19/2007-mes: received final information concerning the new header for the 12' opening on the first floor into the sunroom.

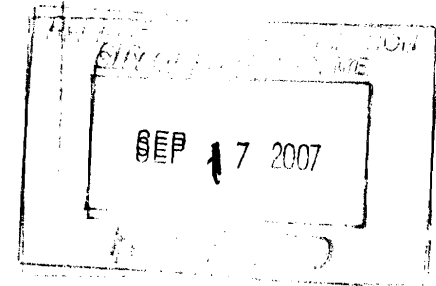


↓  
 DECK  
 REDUCED TO  
 10' x 10' =  
 100 SQ FT

Descriptor/Area  
 A: FA/2Fr/B  
 682 sqft  
 B: 2Fr/B  
 448 sqft  
 C: WD  
 192 sqft

SI MONUMENT ST  
 PORTLAND MAINE  
 207-232-7194

SEP 17 2007



DEAR MARGE,

HERE IS THE TAX SKETCH AMENDED TO  
 SHOW THE WOODEN DECK REDUCED FROM 16x12  
 (192 SQ FT) TO 10x10 (100 SQ FT) TO ALLOW  
 THE SUNROOM ADDITION TO NOT EXCEED  
 LOT COVERAGE.

SINCERELY,  
 SAMARA YANDER

~~CONFIDENTIAL~~

Fax Cover Letter

To Marge Schmuckle, City of Portland Permit Applications

Fax 814-8716

Pages 2 inc cover

9-17-07

From Samara and Susan Yandell

Phone 899-1045 Susan  
232-7194 Samara

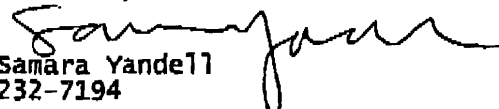
Dear Marge,

The attached document is to amend the permit application for 51 Monument St for a sunroom addition.

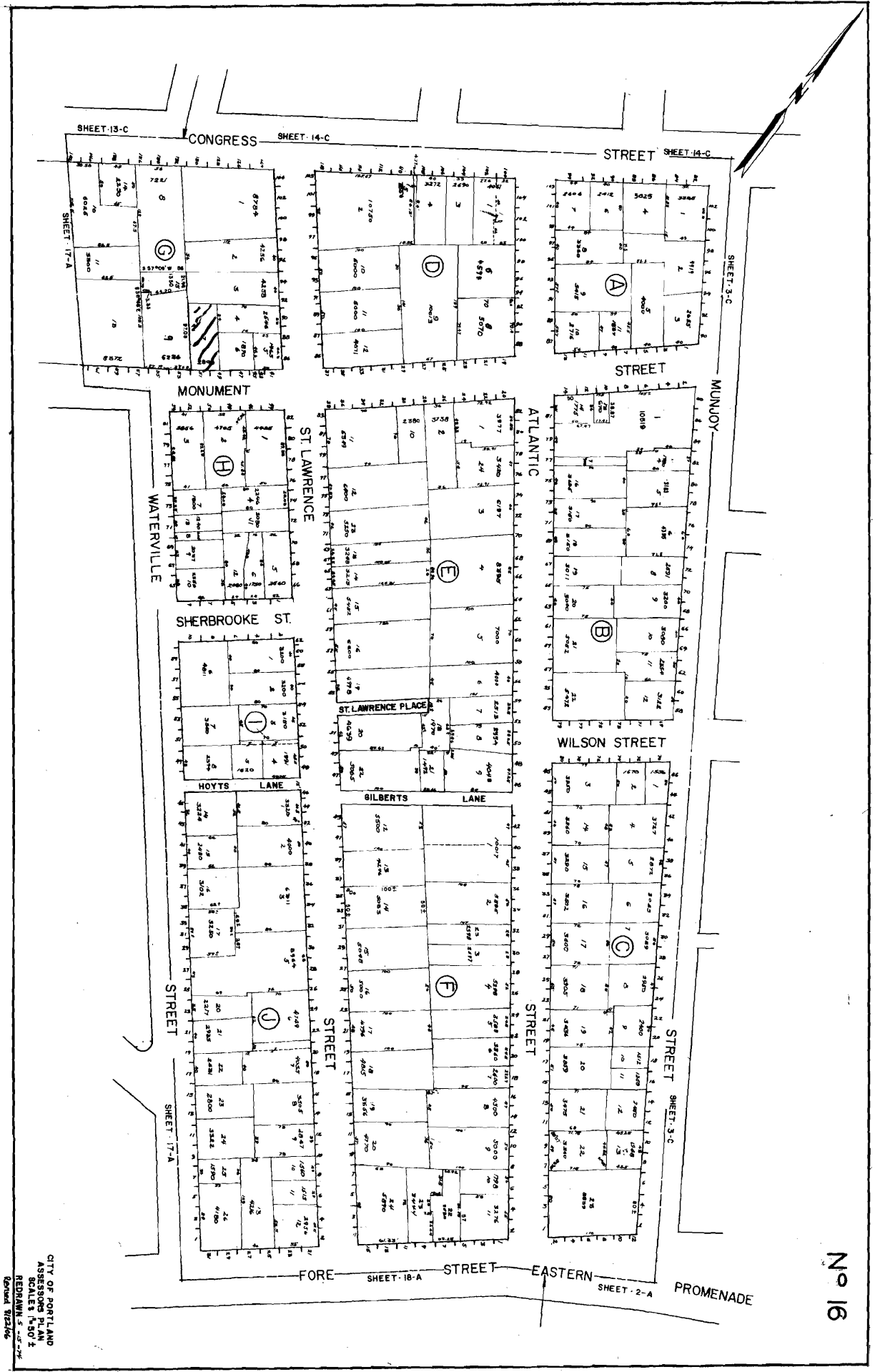
This sketch represents the wooden deck reduction from its current size of 12x16 (192 sq ft) to 10x10 sq ft (100 sq ft). The deck will be made smaller to allow for a the addition of a sunroom by reducing the current lot coverage to meet city requirements.

Please let me know if you need any additional information. The deck will not be altered until the sunroom addition receives final approval.

Sincerely,

  
Samara Yandell  
232-7194

CITY OF PORTLAND  
ASSESSORS PLAN  
SCALE 1"=50'  
REDAWN 5-17-24  
GENERAL W/22206



No 16







# SYSTEM 4 STRAIGHT EAVE SUNROOMS ENGINEERING INFORMATION

EFFECTIVE DATE: 1-99

SLT MODELS	GLAZING BAR O.C. SPACING	GLAZING BAR TYPE	ROOF LIVE LOAD (PSF) *	B W		G G		X H	
				WIND (MPH)	WIND (PSF)	WIND (MPH)	WIND (PSF)	WIND (MPH)	WIND (PSF)
3	2'-6 5/8"	4GB	240	130	43	120	37	85	18
5	2'-6 5/8"	4GB	90	130	43	115	34	85	18
8	2'-6 5/8"	4GB	38	120	37	110	31	85	18
	2'-6 5/8"	4HB	53	120	37	110	31	85	18
	2'-6 5/8"	4GB+4RS	100	120	37	110	31	85	18
10	2'-6 5/8"	4HB+4RS	100	120	37	110	31	85	18
	2'-6 5/8"	4GB	20	115	34	100	26	75	14
	2'-6 5/8"	4HB	30	115	34	100	26	75	14
13	2'-6 5/8"	4GB+4RS	75	115	34	100	26	75	14
	2'-6 5/8"	4HB+4RS	75	115	34	100	26	75	14
	2'-6 5/8"	4GB	10	105	28	90	21	70	13
15	2'-6 5/8"	4HB	15	105	28	90	21	70	13
	2'-6 5/8"	4GB+4RS	50	105	28	90	21	70	13
	2'-6 5/8"	4HB+4RS	58	105	28	90	21	70	13
3	3'-0 5/8"	4GB	200	130	43	120	37	85	18
	3'-0 5/8"	4GB	75	130	43	115	34	85	18
	3'-0 5/8"	4GB	32	120	37	110	31	85	18
8	3'-0 5/8"	4HB	44	120	37	110	31	85	18
	3'-0 5/8"	4GB+4RS	85	120	37	110	31	85	18
	3'-0 5/8"	4HB+4RS	85	120	37	110	31	85	18
10	3'-0 5/8"	4GB	17	115	34	100	26	75	14
	3'-0 5/8"	4HB	24	115	34	100	26	75	14
	3'-0 5/8"	4GB+4RS	62	115	34	100	26	75	14
13	3'-0 5/8"	4HB+4RS	62	115	34	100	26	75	14
	3'-0 5/8"	4GB	8	105	28	90	21	70	13
	3'-0 5/8"	4HB	12	105	28	90	21	70	13
15	3'-0 5/8"	4GB+4RS	42	105	28	90	21	70	13
	3'-0 5/8"	4HB+4RS	48	105	28	90	21	70	13
	3'-0 5/8"	4GB+4RS	30	95	23	85	18	70	13
3	3'-0 5/8"	4HB+4RS	35	95	23	85	18	70	13
	3'-0 5/8"	4HB+4RS	35	95	23	85	18	70	13

\* ROOF LIVE LOADS FOR BW, GG AND XH MODELS ARE THE SAME.

NOTES:

- 1) ALUMINUM ALLOY FOR GLAZING BARS IS 6005-T5.
- 2) DEAD LOAD OF ROOF SYSTEM IS 7 PSF
- 3) ENGINEERS CERTIFICATION: I LAWRENCE FISCHER CERTIFY THAT THESE ENGINEERING SPECIFICATIONS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATES SHOWN.
- 4) CONNECTIONS TO, AND ABILITY OF EXISTING STRUCTURE TO SUPPORT SUNROOM MUST BE EVALUATED SEPARATELY!
- 5) WIND SPEEDS ARE BASED ON BASIC VELOCITY PRESSURES. WIND SPEEDS FOR 2'-6 5/8" & 3'-0 5/8" BAYS ARE THE SAME BECAUSE THEY ARE LIMITED BY THE GABLE END WALLS

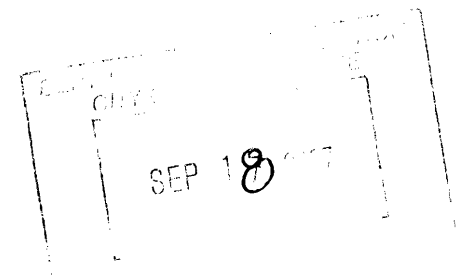
874-8716

FAX

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**WinterGreen**  
**SOLARIUMS™**

**To:** Marge Schmuckal      **Date:** September 19, 2007  
**Purpose:** House opening      **From:** Mike T.  
header support  
detail  
**Project:** Sue Yandell      **Pages:** 2  
51 Monument St.  
**Permit #** 07-1088

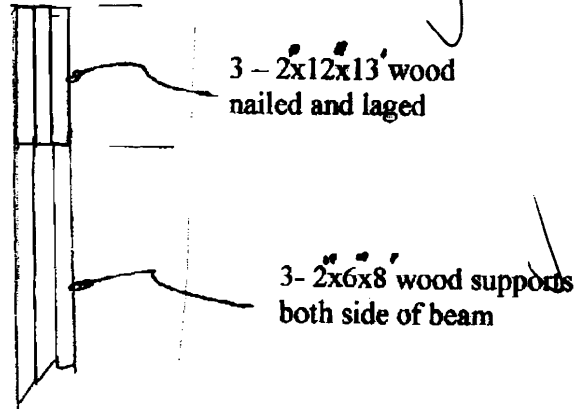


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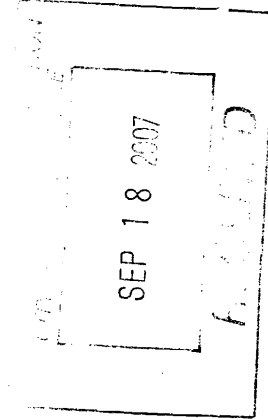
536 Riverside Street, Portland Maine 04103

Phone 207 797-3778

Fax 207 797-9227



BEAM &amp; POCKET DETAIL



WinterGreen Solariums 536 Riverside Street Portland, ME 207-797-3778	YANDELL	PROJECT
	SUN ROOM	Date 9/18/07



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

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

September 6, 2007

Sue Yandell,  
51 Monument Street  
Portland, ME 04101

*See Revised  
Submittal*

RE: 51 Monument Street – 016-G-007 – R-6 Zone – Permit #07-1088

Dear Ms. Yandell,

I am in receipt of a permit application to install a new aluminum framed sunroom addition at the property located at 51 Monument Street. Your permit is being denied because it is not meeting the requirements of the R-6 residential zone in which this property is located.

Section 14-139(e) states that the maximum lot coverage in the R-6 zone is 50% or a maximum of 1400 square feet for this 2800 square foot lot. The current lot coverage is approximately 1362 square feet. Your addition puts you over the 1400 maximum coverage. Therefore, your application is denied.

It is also noted that you did not submit evidence of right title or interest in this property to apply for a permit. If you are a new owner, we will need to have a copy of your deed. If you have a purchase and sales agreement, we will need to have a copy.

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

Very truly yours,

Marge Schmuckal  
Zoning Administrator

Cc: Winter Green Solariums, 536 Riverside Street, Portland, ME 04103-1033, Mike Taylor



# PORTLAND MAINE

*Strengthening a Remarkable City, Building a Community for Life • [www.portlandmaine.gov](http://www.portlandmaine.gov)*

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

September 6, 2007

Sue Yandell,  
51 Monument Street  
Portland, ME 04101

RE: 51 Monument Street – 016-G-007 – R-6 Zone – Permit #07-1088

Dear Ms. Yandell,

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Section 14-139(e) states that the maximum lot coverage in the R-6 zone is 50% or a maximum of 1400 square feet for this 2800 square foot lot. The current lot coverage is approximately 1362 square feet. Your addition puts you over the 1400 maximum coverage. Therefore, your application is denied.

It is also noted that you did not submit evidence of right title or interest in this property to apply for a permit. If you are a new owner, we will need to have a copy of your deed. If you have a purchase and sales agreement, we will need to have a copy.

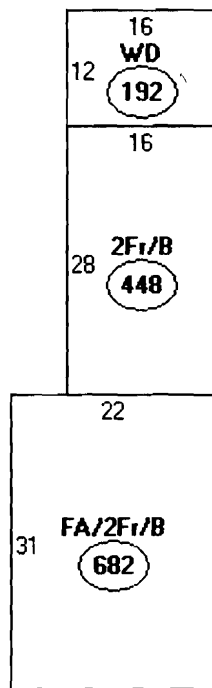
You have the right to appeal my decision. If you wish to exercise your right to appeal, you have 30 days from the date of this letter in which to appeal. If you should fail to do so, my decision is binding and not subject to appeal. Please contact this office for the necessary paperwork that is required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

Very truly yours,

Marge Schmuckal  
Zoning Administrator

Cc: Winter Green Solariums, 536 Riverside Street, Portland, ME 04103-1033, Mike Taylor

Deckba revised to 10' x 10'



Descriptor/Area	Area	Notes
A: FA/2Fr/B	682 sqft	
B: 2Fr/B	448 sqft	
C: WD	192 sqft	
	100	
	682	
	488	reduced
	100	
	1270	
	600	new
	1339	
	68.75	5.5 x 12.5
	28	3.5 x 8
	1367	front stairs

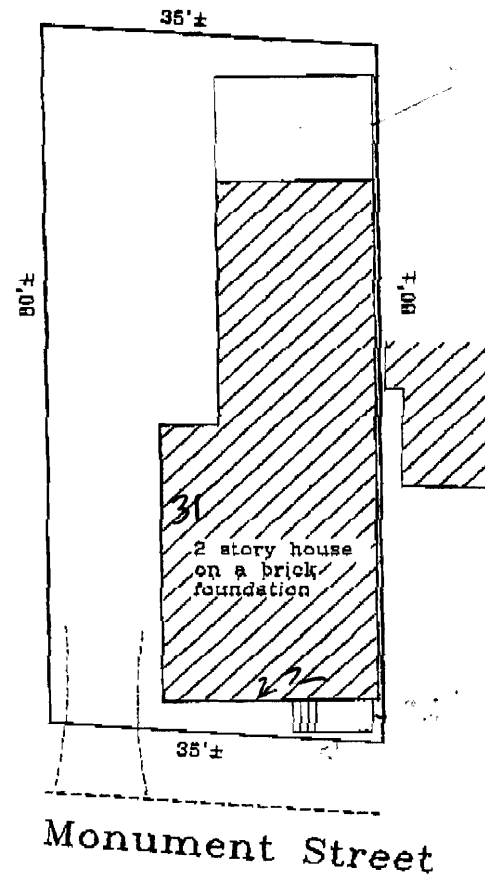
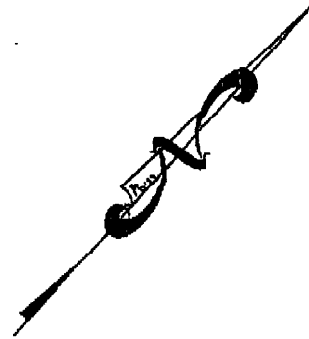
~~1430.75~~ #

$2800 \# \times 50\% = 1400 \# \text{ MAX}$  NO

1430.75 3.5 x 8'  
~~2800~~  
~~1458.75~~

THIS IS NOT A BOUNDARY SURVEY

MORTGAGE INSPECTION OF: DEED BOOK 4514 PAGE 253 COUNTY Cumberland  
 PLAN BOOK --- PAGE --- LOT ---

ADDRESS: 51 Monument Street, Portland, MaineJob Number: 485-51-RInspection Date: 10-07-04Scale: 1"=20'Buyer: Edward Jason Gibbs & Samara R. YandellClient File #: 41198Seller: Patricia & James & Robert Franciose

*Production to  
 10' x 10' See  
 sketch & info  
 received 9/17/09*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

I HEREBY CERTIFY TO:

Bay Area Title Services, Inc., First  
Horizon Home Lan Corp, and its title insurer.

Monuments found did not conflict with the deed description.

The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel:

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

copyright © 1994

Livingston - Hughes

Professional Land Surveyors &amp; Foresters

88 Guinea Road

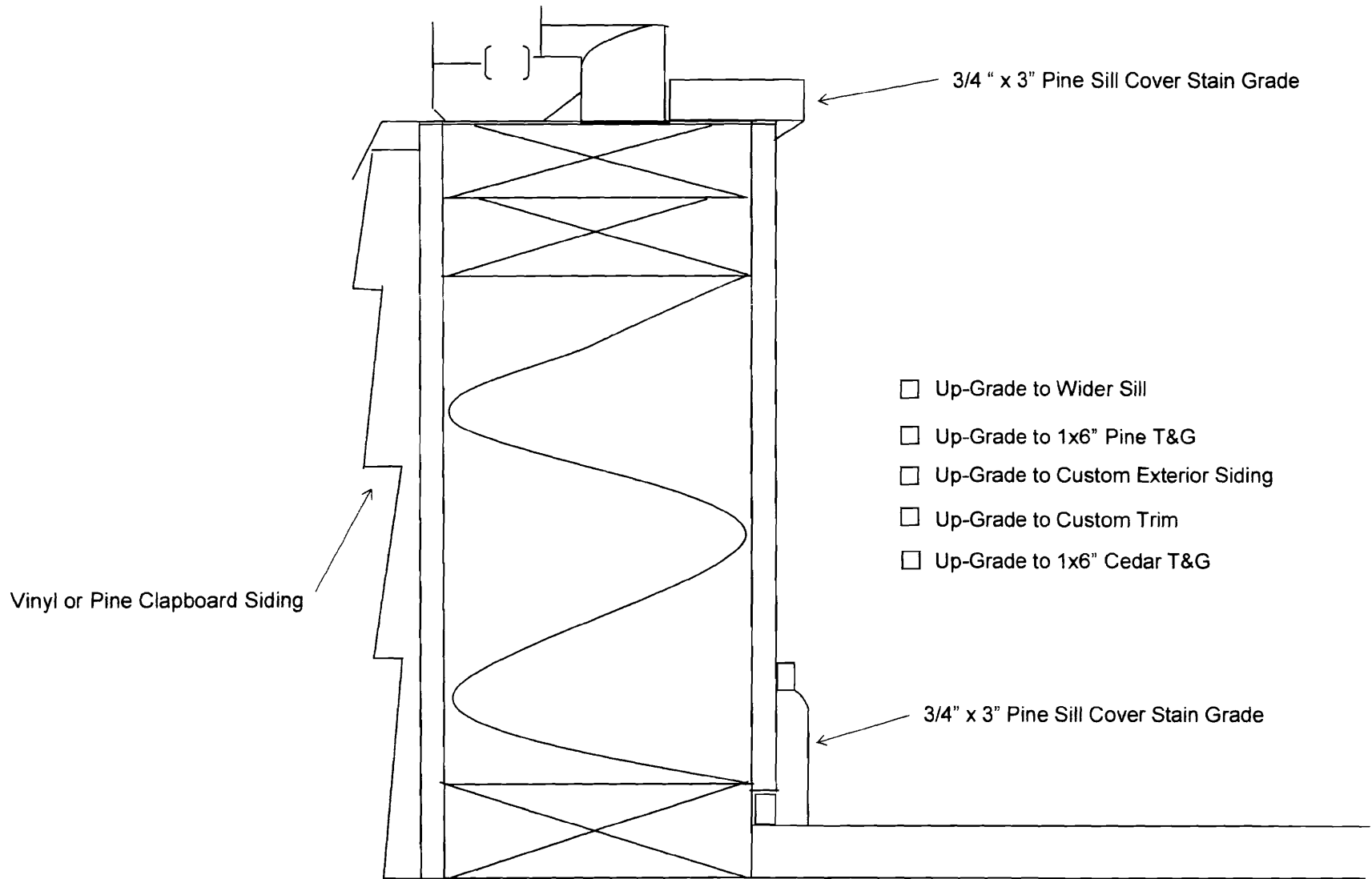
Kennebunkport - Maine 04046

207-867-9761 phone 207-867-4881 fax

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY



Kneewall System



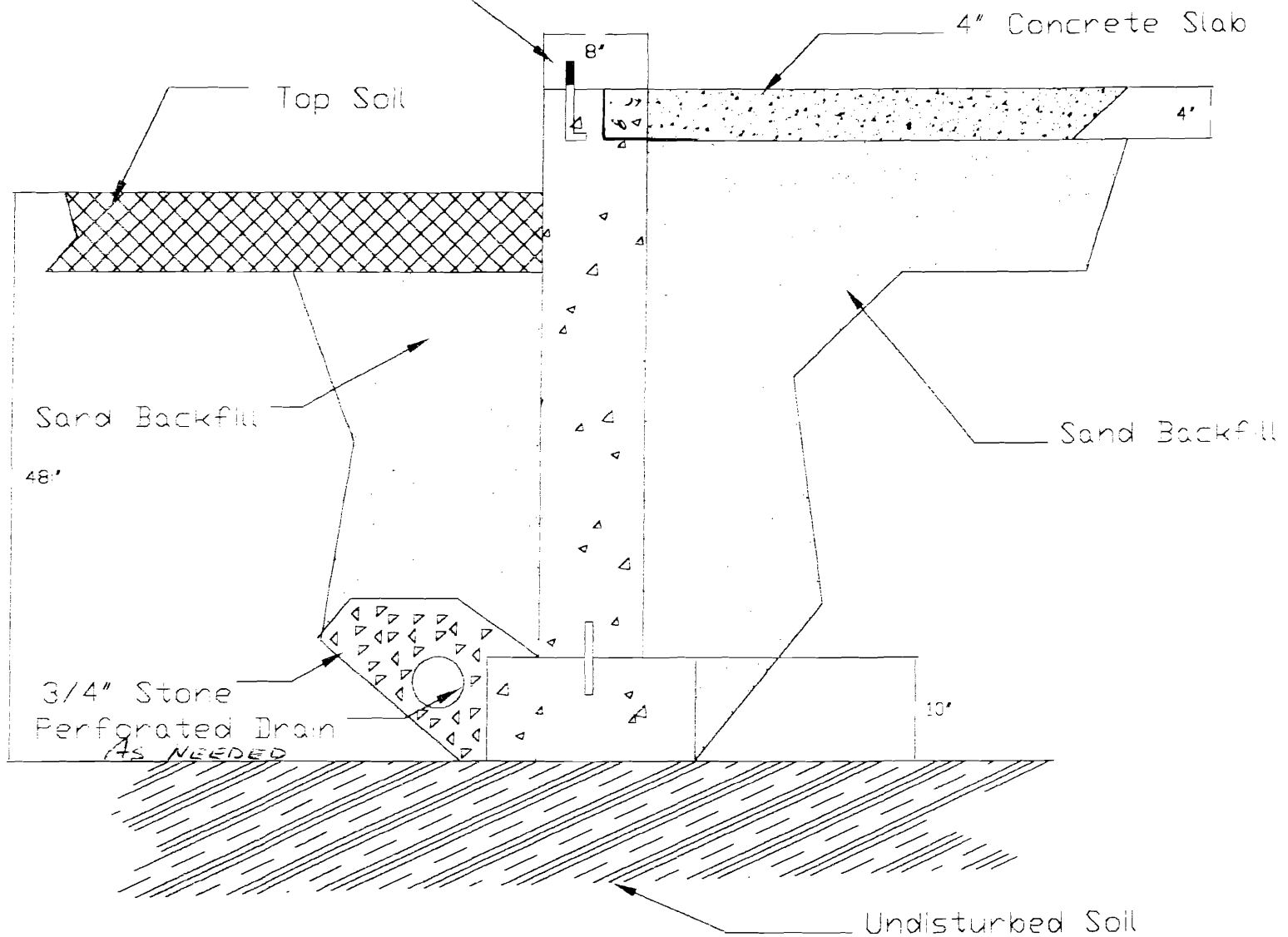
- Up-Grade to Wider Sill
- Up-Grade to 1x6" Pine T&G
- Up-Grade to Custom Exterior Siding
- Up-Grade to Custom Trim
- Up-Grade to 1x6" Cedar T&G

**WinterGreen Solariums**  
 536 Riverside Street Portland, ME 207-797-3778

**PROJECT**

**Date**    /    /

\*\* Note: Location of Anchor Bolts  
 : 3/4" from outside of Foundation to center of Anchor



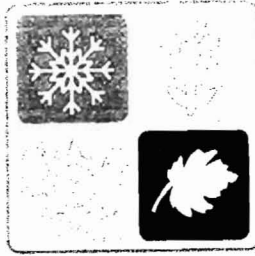
# WinterGreen Solariums

536 Riverside Street Portland, Maine 207 797-3778

Standard Frost Wall Schematic  
 Concrete Slab Application

PROJECT

Date / /

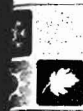


BUILD the BEST  
**FOUR SEASONS<sup>®</sup>**  
**SUNROOMS**



*Wintergreen Solariums, Inc.*  
*Your Dream Professionally*  
*Designed And Installed*





BUILD the BEST  
**FOUR SEASONS<sup>®</sup>**  
**SUNROOMS**  
 Independently Owned & Operated

**WinterGreen**  
 SOLARIUMS™

Investment Proposal

Sue Yandel

August 6, 2007

**Four Seasons Solarium:**

**Model:**

**System 4 SLT GG**

**Size:**

**6' 0" x 12' 7" x 8' 7 1/2"**

**Unit To Come With:**

- (4) Bays
- (2) Double Locking Awning Windows & Screens
- (1) Rolling Door & Screen
- Right Gable End
- Glass Trapezoids In Gable Ends

**Frame Color:**

**Bronze**

**Exterior:**

**Bronze**

**CONSERVAGLASS Throughout**

√

**Engineered Rated Snow Loads**

**75 PSF**

**Tax & Freight**

√

**Engineered To Meet All Local Building Codes With Maine Engineers Stamp**

**All Employees And Subcontractors Fully Insured For Liability Insurance**

**Construction Detail:**

- Delivery And Installation Of Sunroom
  - All Necessary Flashing To Make Water Tight
  - Sunroom Floor Elevation Will Be (0) Step (s) Below The House Floor System
  - Excavate & Pour A Perimeter Frost Wall Around Sunroom
  - Excavate & Pour A Concrete Slab
  - Build Kneewall Around Perimeter Of Sunroom
  - Trim In Pine Molding *SHEET RETURN*
  - Sheetrock Back Wall
  - Construct (0) Interior Steps Down Into Sunroom
  - Construct (1) Exterior Step Down Outside Of Sunroom
  - Install Heating On Separate Zone (\$1,300.00 Allowance)
  - Install Electrical (\$360.00 Allowance)
    - Install (4) Wall Outlets
    - Install (1) Switch
    - Install (1) Exterior Light Box
  - Removal Of All Debris
  - Wintergreen Solariums Will Obtain Permits
- GUTTERS + DOWN SPOUT*
- FINISHED FLOORS*

**Excludes:**

- Permit Fees, Painting, Sealing & Finishing, And Finished Floors

**Construction Detail:**

- ❖ **Delivery and Installation of Sunroom**
- ❖ **All Necessary Flashing To Make Water Tight**
- ❖ **Remove Existing Siding**
- ❖ **Excavate & Pour A Perimeter Frost Wall Around Sunroom**
- ❖ **Excavate & Pour A Concrete Slab**
- ❖ **Build Kneewall Around Perimeter of Sunroom**
- ❖ **Sheetrock Back & End Wall**
- ❖ **Create A 12' Opening To House** → see header info submitted 9/19/07
- ❖ **Construct (1) Exterior Step Down Outside of Room**
- ❖ **Install HWBB Heating On Existing Zone (\$1,300.00 Allowance)**
- ❖ **Install Electrical (\$360.00 Allowance)**
- ❖ **Install (4) Wall Outlets**
- ❖ **Install (1) Switch**
- ❖ **Install (1) Exterior Light Box**
- ❖ **Finish All Flooring (\$780.00 Allowance)**
- ❖ **Removal Of All Debris**
- ❖ **Wintergreen Solariums Will Obtain Permits**

Additional Scope of Work page(s) attached: \_\_\_\_\_ Yes  No

LUMP SUM PRICE FOR ALL WORK ABOVE: **\$33,898.00**

**III. GENERAL CONDITIONS FOR THE AGREEMENT ABOVE:**

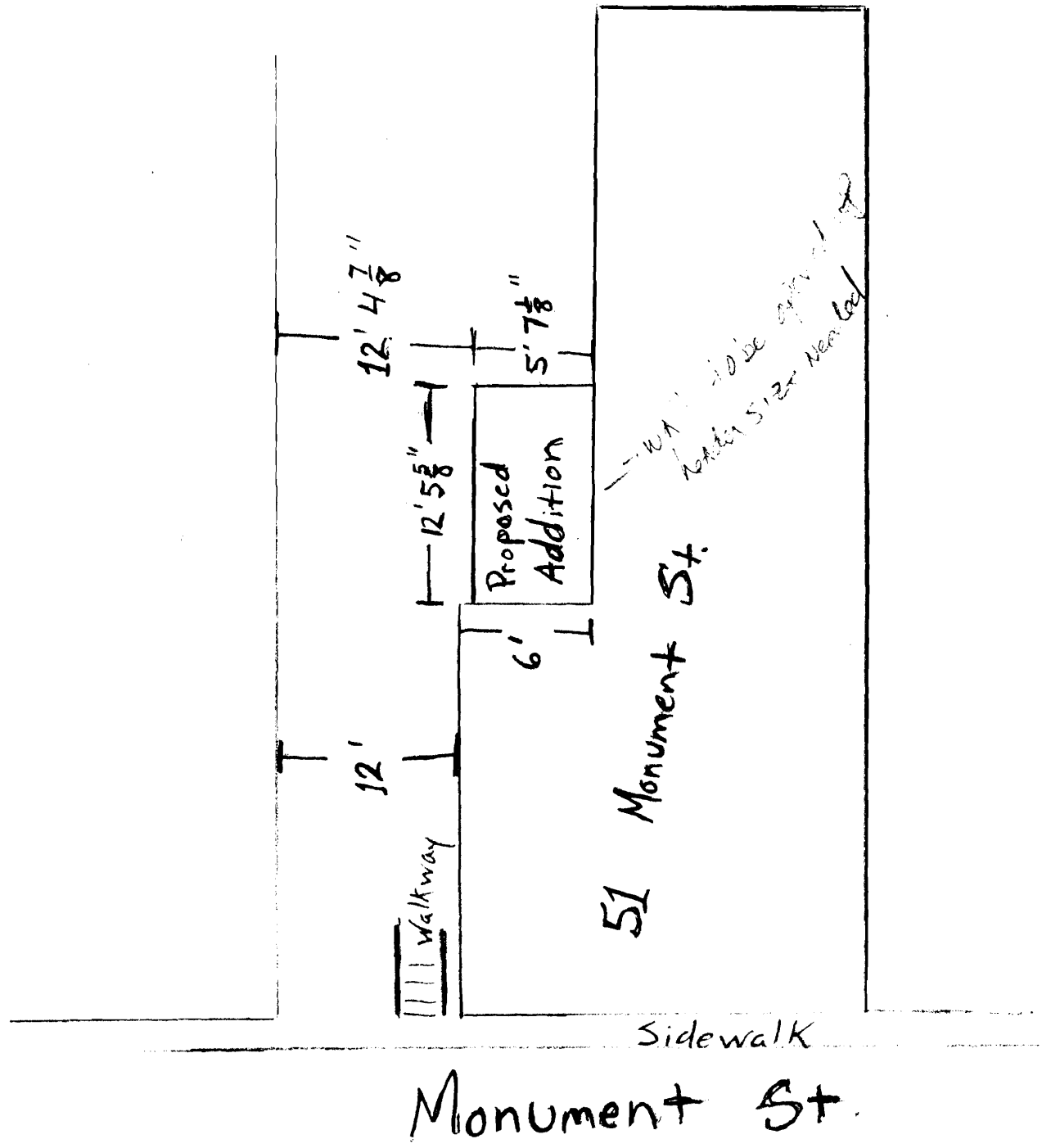
**A. EXCLUSIONS:**

This Agreement does not include *labor or materials* for the following work:

**1. PROJECT SPECIFIC EXCLUSIONS:**

- ❖ **Permit Fees, Painting, Sealing & Finishing, Stairs And All Site & Finish Work**

- 2. STANDARD EXCLUSIONS:** Unless specifically included in the "General Scope of Work" section above, This Agreement does not include labor or materials for the following work: Plans, engineering fees, or governmental permits and fees of any kind. Testing, removal and disposal of any materials containing asbestos (or any other hazardous material as defined by the EPA). Custom milling of any wood for use in project. Moving Owner's property around the site. Labor or materials required repairing or replacing any Owner-supplied materials. Repair of concealed underground utilities not located on prints or physically staked out by Owner, which are damaged during construction. Surveying that may be required to establish accurate property boundaries for setback purposes (fences and old stakes may not be located on actual property lines). Final construction cleaning (Contractor will leave site in "broom swept" condition). Landscaping and irrigation work of any kind. Temporary sanitation, power, or fencing. Removal of soils under house in order to obtain 18 inches (or code-required height) of clear space between bottom of joists and soil. Re-grading of existing soil Conditions unless specified. Removal of filled ground or rock or any other materials not removable by ordinary hand tools (unless heavy equipment is specified in Scope of Work section above), correction of existing out-of-plumb or out-of-level conditions in existing structure. Correction of concealed substandard framing. Rerouting/removal of vents, pipes, ducts, structural members, wiring or conduits, steel mesh which may be discovered in the removal of walls or the cutting of openings in walls. Removal and replacement of existing rot or insect infestation. Failure of surrounding part of existing structure, despite Contractor's good faith efforts to



Monument St.

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

<b>Card Number</b>	1 of 1
<b>Parcel ID</b>	016 G007001
<b>Location</b>	51 MONUMENT ST
<b>Land Use</b>	TWO FAMILY
<b>Owner Address</b>	GIBBS EDWARD JASON & SAMARA R YANDELL JTS 51 MONUMENT ST PORTLAND ME 04101
<b>Book/Page</b>	21931/282
<b>Legal</b>	16-G-7 MONUMENT ST 49-51  2800 SF

### Current Assessed Valuation

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$107,200	\$170,700	\$277,900

### Property Information

<b>Year Built</b>	<b>Style</b>	<b>Story Height</b>	<b>Sq. Ft.</b>	<b>Total Acres</b>	
1874	Old Style	2	2533	0.064	
<b>Bedrooms</b>	<b>Full Baths</b>	<b>Half Baths</b>	<b>Total Rooms</b>	<b>Attic</b>	<b>Basement</b>
5	2		12	Full Finsh	Full

### Outbuildings

<b>Type</b>	<b>Quantity</b>	<b>Year Built</b>	<b>Size</b>	<b>Grade</b>	<b>Condition</b>
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### Sales Information

<b>Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page</b>
10/25/2004	LAND + BLDING	\$305,000	21931-282
10/19/2004	LAND + BLDING	\$86,500	21906-240

### Picture and Sketch

<b>Picture</b>	<b>Sketch</b>	<b>Tax Map</b>
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[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!**

## BAY AREA TITLE SERVICES, INC.

\*\*\* FAX COVER SHEET \*\*\*

DATE: 9/11/07

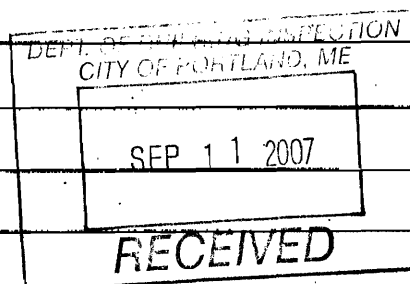
TO: 1) Marge Schmuckel - FAX # 874-8716  
 2) Zoning Admin. - FAX # \_\_\_\_\_  
 3) City of Portland FAX # \_\_\_\_\_  
 4) \_\_\_\_\_ FAX # \_\_\_\_\_

FROM: Debby Romprey ~ (207) 775-5900 Ext 102 or e-mail: [dromprey@bayareatitle.com](mailto:dromprey@bayareatitle.com)RE: Yandell - 51 Monument StreetTOTAL PAGES INCLUDING COVER SHEET: 8

COMMENTS:

Ms Schmuckel

I have been asked to forward to you a copy of the Mortgage Loan Inspection Plan and a copy of the Purchase and Sales agreement for the above referenced property.

Thank you.

66 Pearl Street ~ Suite 200, Portland, Maine 04101



## THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 11-08-08. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 21931 PAGE 282 COUNTY Cumberland  
 PLAN BOOK -- PAGE -- LOT --

ADDRESS: 51 Monument Street, Portland, Maine

Job Number: 465-51-R2

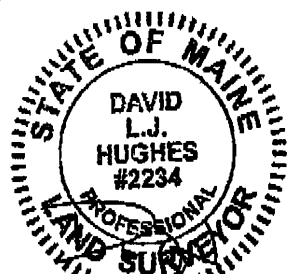
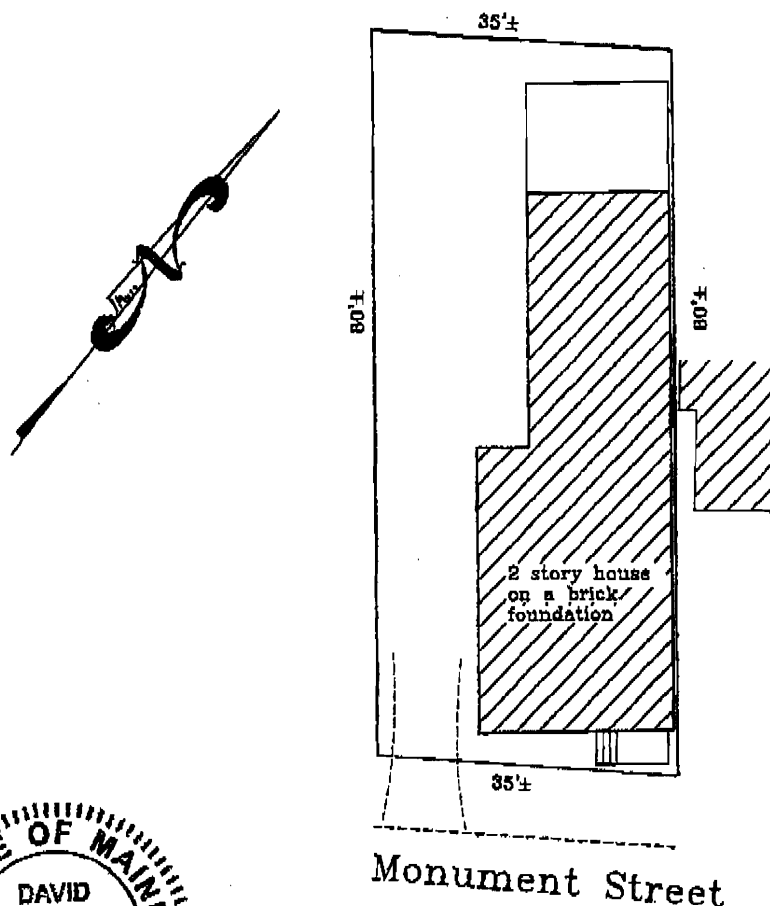
Inspection Date: 08-08-07

Scale: 1"=20'

Buyers: Charles M. & Susan A. Yandell

Client File #: 70423

Sellers: Edward Jason Gibbs & Samara R. Yandell



I HEREBY CERTIFY TO: Bay Area Title Services, Inc., Bangor  
Savings Bank and its title insurer.

Monuments found did not conflict with the deed description.

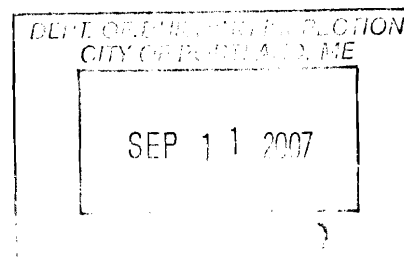
The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel:

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.



APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

copyright 1994

**Livingston - Hughes**  
 Professional Land Surveyors & Foresters  
 88 Guinea Road  
 Kennebunkport - Maine 04046  
 207-987-9761 phone 207-987-4831 fax

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

**REAL ESTATE PURCHASE CONTRACT****(RESIDENTIAL)**

STATE OF Maine  
 COUNTY OF Cumberland

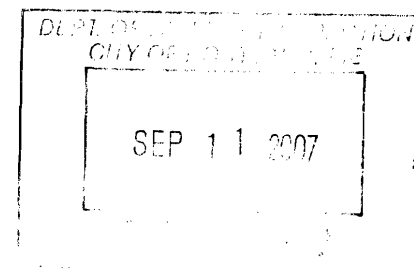
1. PARTIES: Edward J Gibbs / Samara R Yandell (Seller) agrees to sell and convey to Charles M. and Susan A Yandell (Purchaser), and Purchaser agrees to buy from Seller the Property described below.

2. PROPERTY: (a) Land: Address: 51 Monument St, Portland ME 04101 or more specifically described as: 2 unit apartment building located on Munjoy Hill, or as described in the attached exhibit. (b) Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas and satellite dish system and equipment, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property. (c) Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, controls for satellite dish system, controls for garage door openers, entry gate controls, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, and artificial fireplace logs. (d) Exclusions: The following improvements and accessories will be retained by Seller and excluded:

Gas Stove, Oven, Refrigerator, Washer / Dryer

The land, improvements and accessories are collectively referred to as the "Property".

3. PURCHASE PRICE: The Total Price shall be  
 \$ 302,000 payable as follows:





6. PRORATIONS & HAZARD INSURANCE: The taxes, as determined on the date of closing, are to be prorated between Seller and Purchaser as of the date of delivery of the deed. Seller shall keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling the contract and receiving back the earnest money, or accepting the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

7. CLOSING COSTS & DATE: The sale shall be closed and the deed delivered within sixty (60) days from the execution of this Agreement by all parties, except Seller shall have a reasonable length of time within which to perfect title or cure defects in the title to the said property. The Seller agrees to pay the cost of deed preparation and a mortgagee's title insurance policy, all other closing costs shall be paid by Purchaser. Purchaser agrees to allow Seller to remain in possession of said property subject to separate terms of a month to month lease agreement to be executed at closing for a lease period not to extend beyond ~~November 28~~ September 28 2007 [insert month/day/year].

8. CONVEYANCE: Seller agrees to convey a good merchantable title and General Warranty Deed of said property insuring that property is free of all encumbrances, except as hereinabove set out and Seller and Purchaser agree that any encumbrances shall be paid in full at the time of closing from sales proceeds.

9. CONDITION OF PROPERTY: (a) General Provisions and Obligations of Parties: Seller agrees to deliver the heating, cooling, plumbing and electrical systems and any built-in appliances in operable condition at the time of closing. It shall be the responsibility of Purchaser, at Purchaser's expense, to satisfy himself/herself that all conditions of this contract are satisfied before closing. After closing, all conditions of the property, as well as any aforementioned items and systems, are the responsibility of Purchaser and shall be deemed purchased AS-IS. (b) Lender Required Repairs and Treatments: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Purchaser. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Purchaser may terminate this contract and the earnest money will be refunded to

SEP 11 2007

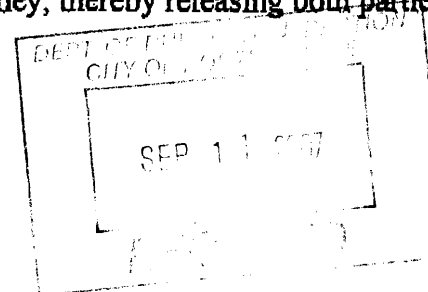
RECORDED

Purchaser. (c) Completion of Repairs and Treatments: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date. All required permits must be obtained, and repairs and treatments must be performed by persons who are licensed or otherwise authorized by law to provide such repairs or treatments. At Purchaser's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Purchaser at Purchaser's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Purchaser may do so and receive reimbursement from Seller at closing. The Closing Date will be extended up to 15 days, if necessary, to complete repairs and treatments. (d) Environmental Matters: Purchaser is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Purchaser's intended use of the Property. If Purchaser is concerned about these matters, an addendum required by the parties should be used.

10. SELLER'S WARRANTIES: Seller warrants that Seller has not received notification from any lawful authority regarding any assessments, pending public improvements, repairs, replacements or alterations to said premises that have not been satisfactorily made. These warranties shall survive the delivery of the above deed.

11. EARNEST MONEY: The Earnest Money as paid by Purchaser as set forth in Paragraph 3 hereof shall be deposited by Seller only upon the execution of this contract. The Earnest Money shall be nonrefundable to Purchaser except for the occurrences of Paragraphs 5, 6, or 12.

12. DEFAULT: If Purchaser fails to comply with this contract, Purchaser will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs, Purchaser may (a) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (b) terminate this contract as the sole remedy and receive the earnest money. If Seller fails to comply with this contract for any other reason, Seller will be in default and Purchaser may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.



13. **MEDIATION:** Any dispute between Purchaser and Seller related to this contract that is not resolved through informal discussion [choose one:] \_\_\_\_\_ will \_\_\_\_\_ will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

14. **SURVIVAL OF CONTRACT:** All terms, conditions and warranties not performed at the time of delivery of the deed shall survive such delivery.

15. **COMMISSION FEES:** Purchaser and Seller agree that said contract was negotiated at arms length without assistance of any real estate agents or brokers and that no such fees shall be paid by either party in connection with this contract or sale.

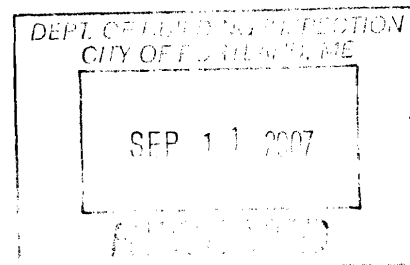
16. **ADDITIONAL PROVISIONS:** Any additional Provisions set forth on the reverse side, initialed by all parties, are hereby made a part of this contract and this contract states the entire agreement between the parties and merges in this agreement all statements, representations, and covenants heretofore made, and any agreements not incorporated herein are void and of no force and effect.

17. **SUCCESSORS AND ASSIGNS:** This contract shall be binding upon any heirs, successors and assigns of Seller or Purchaser.

18. **REVOCATION OF OFFER BY PURCHASER:** This contract has been first executed by Purchaser and if not accepted by all parties by noon on July 27, 2007, this offer shall be void.

19. **DISCLOSURES:** \_\_\_\_\_  
\_\_\_\_\_

[The Seller should note any disclosures about the property that may be required under Federal or state law. Consult an attorney if uncertainty exists as to which disclosures may be required.]



## PURCHASER:

7/27/07 X Susan A. Yander  
Date [purchaser's signature above/printed name below]

X SUSAN A. YANDER  
[purchaser's signature above/printed name below]

## SELLER:

7-25-07 Susan  
Date [seller's signature above/printed name below]

SAMAKA YANDER  
[seller's signature above/printed name below]

EDWARD J. GIBBS

## PURCHASER:

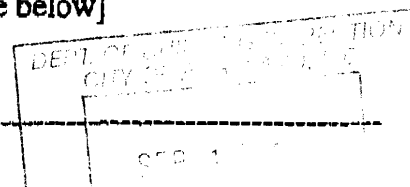
7/27/07 X Anya...  
Date [purchaser's signature above/printed name below]

[purchaser's signature above/printed name below]

## SELLER:

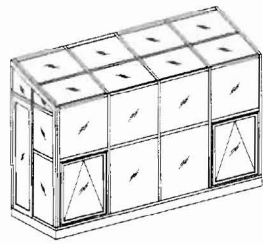
[seller's signature above/printed name below]

[seller's signature above/printed name below]

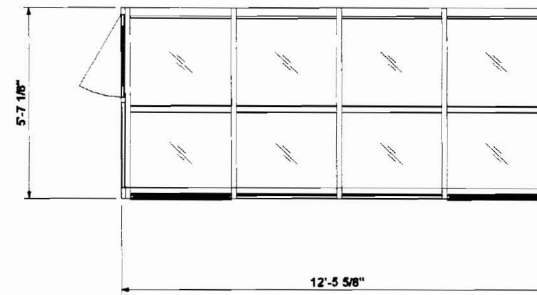


## ENGINEERING NOTE

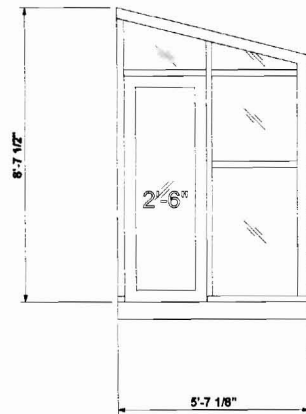
Four Seasons Solar Products LLC, is not responsible for the design of the connections of the room to the structure, or any associated foundations, which shall be designed by a Design Professional. The Design Professional is also required to take into account any additional design provisions required to satisfy snow drifting and wind loads or site specific structural concerns.



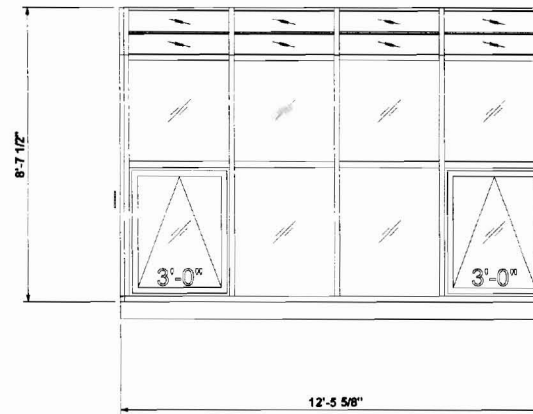
**Axonometry**



**Plan**



**Left Elevation**



**Front Elevation**