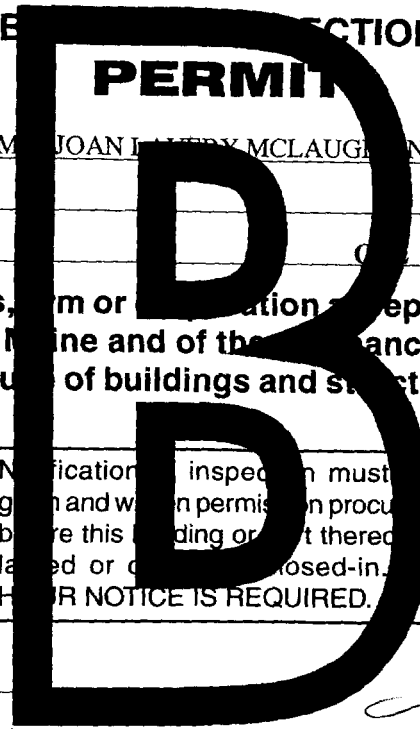


DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND
PERMIT ISSUED

Please Read
Application And
Notes, If Any,
Attached

APR 25 2005
Permit Number: 050415



This is to certify that MCLAUGHLIN STEVEN M JOAN L MERRY MCLAUGHLIN J
has permission to Repairs for code violation
AT 45 GLECKLER RD 141 F041001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procedure before this building or part thereof is altered or closed-in. 48 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

[Signature] 4/22/05
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 ISSUED

Permit No: 05-0415	Issue Date: APR 25 2005	CBL: F041001
-----------------------	----------------------------	-----------------

Location of Construction: 45 GLECKLER RD	Owner Name: MCLAUGHLIN STEVEN M & JO	Owner Address: 45 GLECKLER RD	Phone:
Business Name:	Contractor Name: Pock Carpentry	Contractor Address: 86 Grand Street South Portland	Phone: 2077995462
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Dwellings	Zone:

Past Use: Single Family Home	Proposed Use: Single Family Home/ Repairs for code violation	Permit Fee: \$48.00	Cost of Work: \$3,000.00	CEO District: 4
--	--	-------------------------------	------------------------------------	---------------------------

FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: 123 Type: 5B IRC 2003 Signature: <i>[Signature]</i>
--	--

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Repairs for code violation

Permit Taken By: Idobson
Date Applied For: 04/04/2005

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Zoning Approval

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<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"/> Date: 4/22/05	<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: _____	<input checked="" type="checkbox"/> Minor Disturbance <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: 4/22/05

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

4/26/05 Pre-Con mtg. @ City Hall w/ Michael
Pack, Contractors. Went over Request
Insp. Co shown on yellow sheet @

All Purpose 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: 45 GLECKLER ROAD		
Total Square Footage of Proposed Structure N/A	Square Footage of Lot 525	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 141 F 41	Owner: MR & MRS STEVE McLAUGHLIN	Telephone: 775-2018
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: MICHAEL R POCK d/b/a POCK CARPENTRY 86 GRAND ST SO. PORTLAND, ME	cost Of Work: \$ 3000⁰⁰ Fee: \$
<p>_____</p> <p>If the location is currently vacant, what was prior use: _____</p> <p>Approximately how long has it been vacant: _____</p> <p>Proposed use: REPAIR OF CODE VIOLATION PER 3/2/05 LETTER FROM MICHAEL BUJENT Project description: SEE ATTACHED</p>		
Contractor's name, address & telephone: MICHAEL R POCK 86 GRAND ST. SO. PORTLAND, ME 04106		
Who should we contact when the permit is ready: CONTRACTOR LISTED ABOVE		
Mailing address:		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE:		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

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.

**This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the
Planning Department on the 4th floor of City Hall**

4689

BUILDING PERMIT REPORT

DATE: 28 Nov. 98 ADDRESS: 45 G Jeckler Rd. CBL 141-F-041

REASON FOR PERMIT: To Construct Full dormer

BUILDING OWNER: S. McLaughlin

CONTRACTOR: Rock Carpentry

PERMIT APPLICANT: ↑

USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

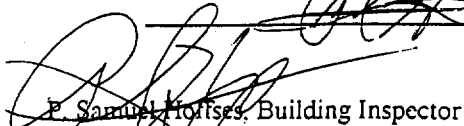
CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: *1, *8, *9, *10, *11, *12, *16, *24, *26, *29, *30, *31, *32

- *1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5 Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- 2.6 Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
- 3. Precaution must be taken to protect concrete from freezing. Section 1908.0
- 4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
- 5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-3, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4 Section 407.0 of the BOCA/1996)
- 6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
- 7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
- *8. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42" , except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2 M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 34" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
- *10. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise. (Section 1014.0)
- *11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4

- *12. Every sleeping room below the fourth story in buildings of use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.I
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closers. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
- *16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
- In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
- In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
- *24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued,
- *26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). (Chapter M-16)
28. Please read and implement the attached Land Use-Zoning report requirements.
- *29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
30. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
- *31. The pro. Lied 2x8 rafters @ 16"OC spanning 13'9" does NOT meet the requirement of the bldg. Code - 2x8"@ 12"OC. 2x10"@ 16"O.C. will meet the Code -
- * 32. The 2x8" Floor joist @ 16"O.C. spanning 14'2" with a 30 LL exceeds the bldg. code - you must submit revised plans showing an alternative method.
33. _____

 P. Samuel Hoffses, Building Inspector

cc: Lt. McDougall, PFD
Marge Schmuckal, Zoning Administrator

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Additions/Alterations/Accessory Structures
To Detached Single Family Dwelling**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTE**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.

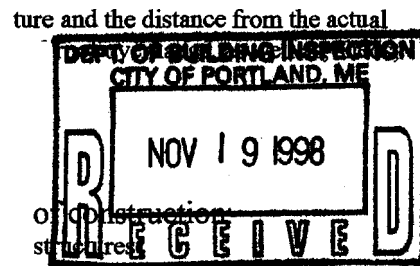
Location/Address of Construction: 45 GLECKLER ~~SE~~ Rd

Tax Assessor's Chart, Block & Lot Number Chart# <u>141</u> Block# <u>F</u> Lot# <u>41</u>	Owner: <u>MR & MRS STEVE McLAUGHLIN</u>	Telephone#: <u>775-2018</u>
--	--	--------------------------------

Owner's Address: <u>45 GLECKLER ST</u>	Lessee/Buyer's Name (If Applicable)	Cost Of Work: <u>\$ 8,000⁰⁰</u> Fee <u>\$ 60</u>
---	-------------------------------------	---

Proposed Project Description:(Please be as specific as possible)
FULL DORMER ON BACK ROOF OF HOUSE AT ABOVE ADDRESS

[Signature]



Signature of applicant: <u>Michael R Peck</u>	Date: <u>11/19/98</u>
---	-----------------------

Please call 874-8703 or 874-8693 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
- MRP ✓ Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- MRP ✓ 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

MRP ✓ **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 R. Pock
Signature of Applicant/Designee

4/26/05
Date

Kevin K. Lamm
Signature of Inspections Official

4/26/05
Date

CBL: 141 F041

Building Permit #: 050415

DANIEL S. CHASE, P.E.
Construction Engineering and Consulting
210 St. John St.
Portland ME 04102
(207) 799-9087 / Fax 799-0325

April 4,2005

Mr. Mike Pock
86 Grand St.
South Portland, Maine 04106

Re: Roof support beam, McLaughlin project, Glecker St., Portland.

Dear Mike,

Per your request, I have run structural calculations based on the plan drawings for the subject project.

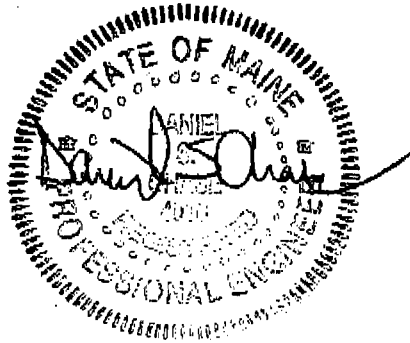
Based on my calculations, the beam to support the roof over the opening in question should be a 3-1/2 in. X 9-1/2 in. LVL, or two 1-3/4 X 9-1/2 in. LVL's laminated together per the manufacturers recommendations. Also, Parallam lumber, which is available in 9-1/4 in. dimension, would be acceptable. Standard wood studding will be sufficient to support the ends of the beams.

I am happy to have been of service to you on this project. if you have questions, please Contact me.

Yours truly,



Daniel Chase, P. E.





PORTLAND MAINE

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

*Lee Urban- Director of Planning and Development
Michael J. Nugent- Inspections Division Director*

March 2, 2005

Michael Pock
86 Grand St.
South Portland, Maine 04106

RE:Permit #98-1334 / 45 Gleckler Rd. (141 F041)

Dear Mr. Pock,

An evaluation of the construction performed under your direction at the above location revealed the following conditions:

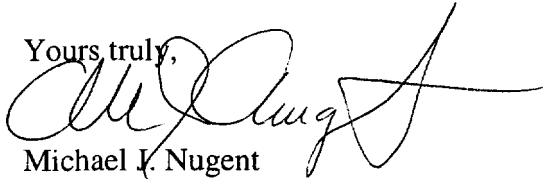
- 1) The Roof Rafter Span is 14 feet 7 inches. The Lumber used is 2" x 8" spaced 16 inches on center. Section 2305.15 of the 1996 BOCA Code (the code in effect at the time of construction) requires that design stresses for rafters comply with AFPA NDS (1991). The maximum allowable span for the previously described installation is 12 feet. This is a violation of Section 2305.15
- 2) The ridge installed is a single member. Because the pitch of the roof is less than 3:12, it is required that this member be an appropriately designed header or beam. The absence of this is a violation of Section 802.3 and 802.4 of the CABO one and two family dwelling code. (Adopted by reference in 310.6 of the 1996 BOCA Code)
- 3) The enclosed rafter spaces do not allow cross ventilation as the design of the ridge vent is improper, a violation of section 1210.1 of the 1996 BOCA Code.
- 4) The former gable vents must be removed to provide a weather tight wall. This is a violation of Section 1403.3 of the 1996 BOCA Code.
- 5) The recessed lighting appears to be installed in violation of its UL listed purpose. This is a violation of the 1996 National Electrical Code.

This is a notice of violation pursuant to Section 116.2 of the 1996 BOCA Building Code. The above described violations must be corrected within 60 days of the date of this notice. You must submit a set of plans reflecting building code compliance and apply for a building permit within 30 days of the date of this notice.

This notice is based on a limited access evaluation of the premises that occurred on 2/4/05. Additional code issued identified at a later date, that were a result of this construction, will be considered the responsibility of the builder as well.

Failure to comply will result in this office referring the matter to the City of Portland Corporation Counsel for legal action and possible civil penalties, as provided for in Section 1-15 of the Code and in Title **30-A M.R.S.A.** Ss 4452. This constitutes an appealable decision pursuant to Section 1-16. (2) Of the City of Portland Code of Ordinances. Please feel free to contact me at 874-8693, if you wish to discuss the matter or have any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "M. Nugent", written over the "Yours truly," text.

Michael J. Nugent
Inspections Division Director



PORTLAND MAINE

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

Lee Urban- Director of Planning and Development
Michael J. Nugent- Inspections Division Director

March 2, 2005

Michael Pock
86 Grand St.
South Portland, Maine 04106

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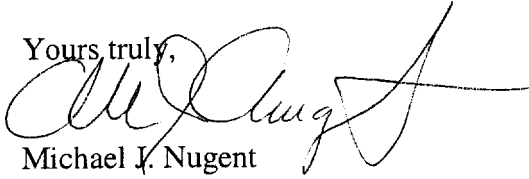
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Yours truly,

A handwritten signature in black ink, appearing to read "Michael J. Nugent", written over the typed name below.

Michael J. Nugent
Inspections Division Director

Permit No: **81334**
PERMIT ISSUED
 Permit Issued:
DEC - 1 1998
CITY OF PORTLAND
 Zone: CBL: 1A1-Y-041

Owner: **Mr. & Mrs. Steve McLaughlin** Phone: **775-2012**

Tenant/Buyer's Name: _____ Phone: _____ Business Name: _____

Address: **86 Grand St S.F. 04106** Phone: _____

Proposed Use: **Same w/Corner**

Signature: _____

COST OF WORK: \$ **8,000** **PERMIT FEE:** \$ **80.00**

FIRE DEPT. Approved Denied **INSPECTION:** Use Group **53** Type: **53**

Signature: _____ **Signature:** *[Signature]*

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved with Conditions Denied

Signature: _____ **Date:** _____

Date Applied For: **November 19, 1998**

PS Form 3800, June 2002
 See Reverse for Instructions
 Street, Apt. No. or PO Box No. **86 Grand St**
 City, State, ZIP+4 **Portland ME 04106**

Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$

U.S. Postal Service™
CERTIFIED MAIL™
 (Domestic Mail Only: No Insurance Coverage Provided)
RECEIPT
 For delivery information visit our website at www.usps.com

1. This permit shall include 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.

Zoning Approval: *[Signature]* 11/30/98

Special Zone or Reviews:

Shoreland *[initials]*

Wetland

Flood Zone

Subdivision

Site Plan Major Minor Other

Zoning Appeal

Variance *[Signature]*

Miscellaneous

Conditional Use

Interpretation

Approved

Denied

Historic Preservation

Not in District or Landmark

Does Not Require Review

Requires Review

Action:

Approved

Approved with Conditions

Denied

Date: *[Signature]*

PERMIT ISSUED WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

November 20, 1998

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: _____ PHONE: _____

PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

CEO DISTRICT
[Signature]

COMMENTS

Talked to builder - used 2x8 Rafters - need to verify w/ Sam H. - Also told them + discussed egress windows.

Inspection Record

Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Find: _____	_____
Other: _____	_____

Your Copy *

Mark Stimson Realtors
CONTRACT FOR SALE OF REAL ESTATE

AUGUST 21, 1998

RECEIVED OF STEVEN M. AND JOAN LAVERY-MCLAUGHLIN, whose mailing address is 7 STRATTON PLACE, hereinafter called "Purchaser," the sum of (\$ 1,000.00) ONE THOUSAND Dollars as earnest money and in part payment on account of the purchase price of the real estate at 45 GLECKLER ROAD in the Town/City of PORTLAND, in the County of CUMBERLAND, State of Maine, currently owned by _____, hereinafter called "Seller," described as follows:

A LOT OF LAND APPROX. .12 AC AND THE CAPE STYLE DWELLING AND 1 CAR GARAGE SITUATED THEREON.

(Title Reference: Book 4426, Page 330, CUMBERLAND County Registry of Deeds)

- 1. FIXTURES: All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: _____
2. PERSONAL PROPERTY: No items of personal property are included except: EXISTING RANGE, REFRIGERATOR, WASHER & DRYER
3. PURCHASE PRICE: The total purchase price is (\$ 97,000.00) NINETY-FOUR THOUSAND Dollars, with payment to be made as follows: (\$ 1,000.00) ONE THOUSAND DOLLARS paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.
4. EARNEST MONEY: Earnest money is received and held by TIM FLAHERTY REAL ESTATE, who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to Purchaser.
5. ACCEPTANCE: Seller's acceptance shall be given on or before AUGUST 22, 1998.
6. CLOSING DATE: A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within 40 days of Effective Date of this Contract.
7. POSSESSION/OCCUPANCY: Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by Purchaser and Seller. At transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk-through inspection within 48 hours prior to closing to determine that the property meets these conditions.

If this property is a multi-family, it will be transferred subject to leases in effect at transfer of title. The Seller agrees that the following units will be vacated at the time of transfer, but makes no representation as to occupancy status of other units at transfer: _____

- 8. FINANCING: This Contract is subject to Purchaser obtaining a FHA/MSHA loan of 97% of the purchase price, at a fixed or an adjustable initial interest rate of not more than 5.95% and amortized over a period of 30 years, Purchaser to pay not more than 3 points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

* (3 POINTS TO BE PAID BY A 3RD PARTY)

Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within 21 days of Effective Date of this Contract.

If either of such loan approvals is not obtained within said time periods, Seller may declare this Contract null and void, and earnest money shall be promptly returned to the Purchaser.

- 9. POINTS: Seller agrees to pay \$-0- towards Purchaser's points and/or closing costs.
10. INSPECTIONS: Agent strongly recommends that Purchaser engage professional inspectors to investigate the property. This Contract is subject to the following inspections with results being satisfactory to Purchaser.

Table with 3 columns: TYPE OF INSPECTION, YES, NO. Rows include General Building, Sewage Disposal, Radon Air Quality, Radon Wafer Quality, Asbestos, Lead Paint, Wood Boring Insects, and Other CHIMNEY.

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to Purchaser, Purchaser may, by notifying Seller in writing within the specified number of days, declare this Contract null and void and any earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

- 11. WATER TEST: If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water N/A days of Effective Date of this Contract. If

Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. **WATER TEST:** If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water N/A days of Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within 3 days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water test results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.
12. **DISCLOSURE:** Purchaser acknowledges receipt of Seller's written disclosures regarding:
- | | | | | | | | | |
|--------------|---|-----------------------------|-----------------|---|-----------------------------|------------|---|-----------------------------|
| Water Source | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | Sewage Disposal | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | Lead Paint | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> |
| Insulation | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | Hazardous Waste | yes <input checked="" type="checkbox"/> | no <input type="checkbox"/> | | | |

If any of the above items is marked "no," the information is not currently available and this Contract is subject to Purchaser receiving and approving that information within 5 days of Effective Date of this Contract.

13. **PRORATIONS:** The following items shall be pro-rated as of transfer of title: fuel oil; rent; association fees; and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.
14. **DEED:** The property shall be conveyed by a WARRANTY deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current continued use and shall be subject to applicable land use laws and regulations.
15. **TITLE:** Should the title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 days thereafter, at Purchaser's option, declare this Contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.

16. **DEFAULT:** In the event of a default by Purchaser, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.

17. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge receipt of written agency disclosures and confirm the following agency relationships for this transaction. (Check and complete either A or B)

A. Listing Agency TIM FLAHERTY REAL ESTATE and Listing Associate TIM FLAHERTY represent Seller Exclusively
Selling Agency MARK STIMSON REALTORS and Selling Associate CAROL POWER represents Seller Buyer or is a Transactional Broker

B. Agent, _____, is a Disclosed Dual Agent as previously authorized in writing by the parties.

18. **HOME WARRANTY:** Home is is not covered by a Home Warranty contract. Attached Acceptance or Waiver

19. **AUTHORIZATION:** The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company, appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing of this transaction.

20. **DISPUTE:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

21. **WITHHOLDING:** Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.

22. **HEIRS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.

23. **WRITTEN AGREEMENT:** This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.

24. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.

25. Lead Paint not applicable Lead Paint Addendum Attached

26. Addendum or Attachments

A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

8/21/98
Date
8/21/98
Date
Joan Tierney - McLaughlin
Purchaser
Stinson
Purchaser
189-60-0280
006-72-3271
Soc. Sec. #
Soc. Sec. #

I/We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I/We further agree to pay Broker for services according to the terms of the listing agreement. In the event earnest money is forfeited by Purchaser, one-half thereof shall be paid to Broker and the remainder to me/us, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.

8/22/98
Date
8/22/98
Date
Bill Kusper
Seller
Dea Smith
Seller
084-38-9468
007-70-1453
Soc. Sec. #
Soc. Sec. #

Effective Date: 8/22/98
Throughout this Contract, the term "days" means calendar days.



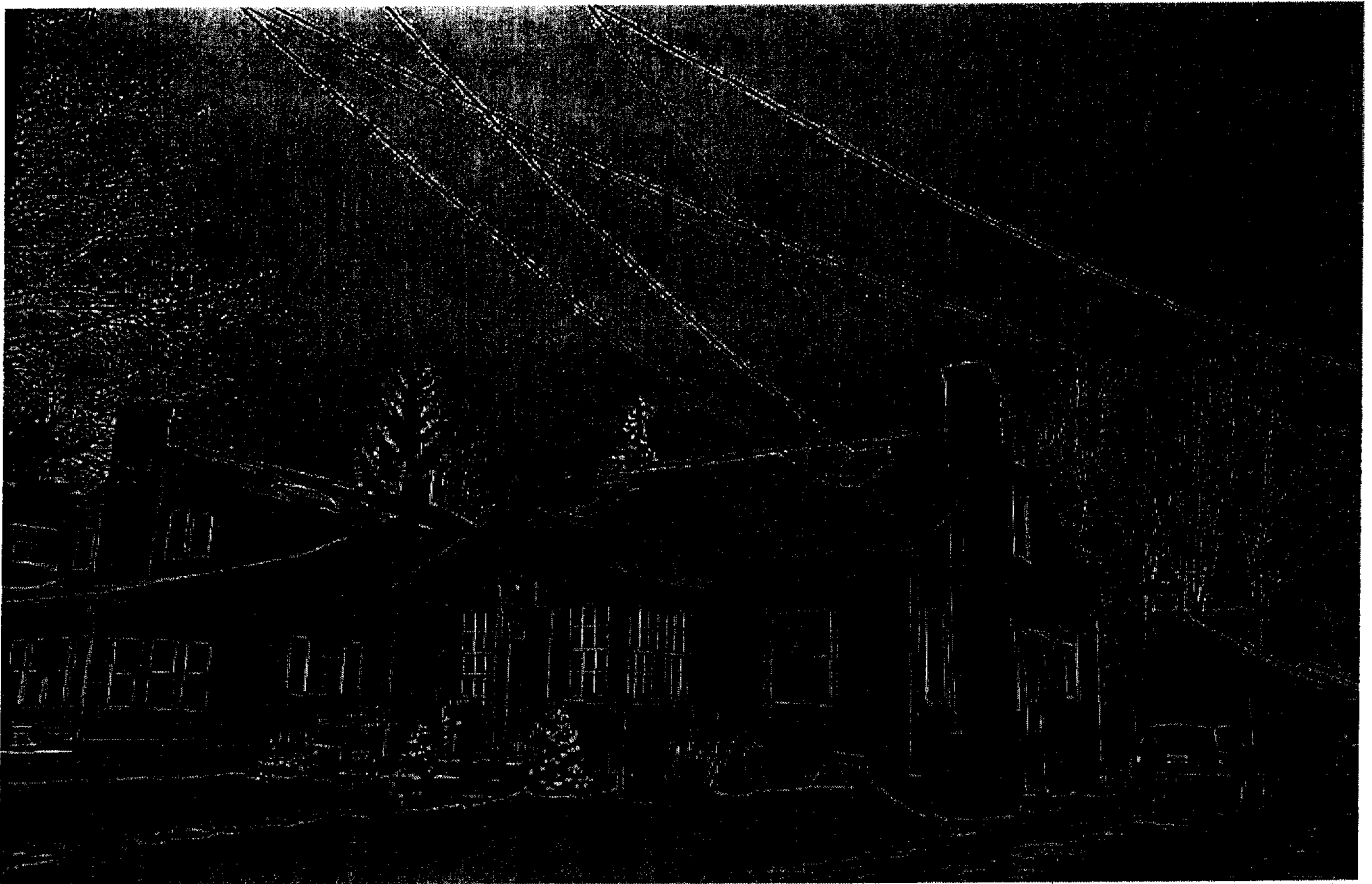
PAUL GRIESBACH HOME INSPECTIONS

57 Main St Lisbon Falls, ME 04252

(207) 232-7123

paulgrie@gwi.net

Inspection Report



45 Gleckler Road
Portland, Maine

Client: Steve and Joan McLaughlin
45 Gleckler Rd.
Portland, ME 04103
smclaughlin@ufpt.com

Inspection Circumstance

Date <u>1-19-05</u>	Time: 1:00pm. Soil Condition <u>Frozen</u>
Estimated Age <u>1950's (dormer, 1998)</u>	Weather/Temp <u>Sunny / 15°</u>
Building Type* <u>Single Family</u>	Present: <input checked="" type="checkbox"/> Client
Stories <u>2</u>	Inspector <u>Paul Griesbach</u>

summary

Called to inspect the cause of excessive moisture in the attic space at 45 Gleckler Road in Portland, I found the following defects.

- There is serious and unusual condensation occurring on the underside of the roof sheathing both behind the knee wall in the front steep slope portion of the roof and equal or more serious condensation occurring in the rear low slope dormer side of the roof. There **may** also be structural concerns with the low slope dormer roof framing and its lack of support at the ridge.
- The cause of the moisture problem is due to a lack of venting of the lower part of the roof and excessive heat loss into the space behind the knee wall.
- The cause of the moisture problem in the rear dormer roof is more difficult. There is not enough insulation installed above the ceiling to prevent condensation. Other factors (running a humidifier, lack of drywall in bathroom ceiling, recessed lights, improperly vented bath fan and questionable air flow from the eave to the ridge) add to the problem and have caused enough moisture to saturate insulation and drip out the soffit venting outside.
- Drywall cracking at the ridge and the bowing of the ridge suggest that the dormer framing was not done professionally. This needs more exploration as noted in the report.
- Correction of some of the defects noted above is suggested in the report; this is especially the case with the space behind the knee wall and the skylight condensation.
- Solving the multiple defects of the low slope roof may be quite extensive and include adding a structural ridge, up-sizing the rafters, flattening the ceiling to allow for more insulation and improving the venting. This needs to be discussed by a qualified contractor and possibly a structural engineer.

Dear Steve and Joan,

Please read the report over carefully and call me if you have any questions.

Regards,

Paul

Roof and Its Support

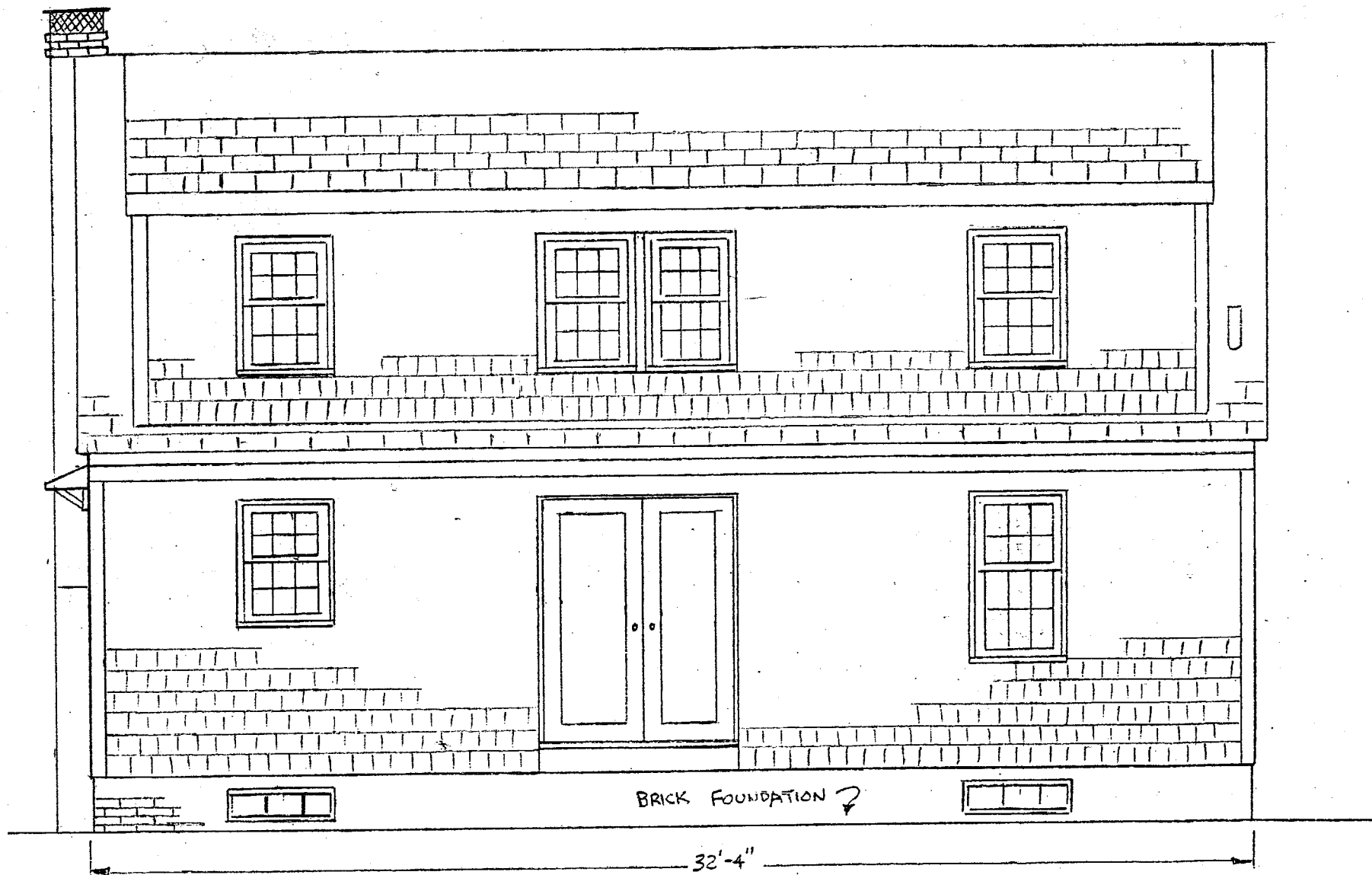
- The roofing material is in good condition however the dormer roof has noticeable sagging at the ridge likely caused by inadequate support from below.
- Because of the low slope of the dormer, snow loading is a factor and an engineer or competent builder should have sized the ridge supporting the new rafters.
- Other walls on the 2nd floor likely carry some of the dormer roof load and in turn, should have been supported below by similar walls or beams until bearing in the basement.
- It is unknown if this was anticipated by the builder of the dormer but the cracking in the drywall ceiling on the 2nd floor suggests that this issue needs further exploration.
- Consider contacting Tim Shelley of Shelly Engineering, (854-5465) to confirm the defect and determine what if anything needs to be done.
- The 2x8 rafters span approximately 14 feet and may be undersized for the span and low slope of the roof and may deflect during periods of heavy snow and cause further drywall cracking.
- The clogging of the ridge vent and melting of the ice on the dormer side of the ridge indicates that the choice of ridge vents was likely improper. See attached link for more info on appropriate vents for low slope roofs.
<http://www.airvent.com/professional/products/ridgeVents-specialtyFilter.shtml>
- Gable end vents were not removed during the construction of the dormer. This should have been done since they no longer vent an attic space and allow cold *air* and possible insects into the wall cavity at these two locations.

Front Knee Wall 2nd Floor

- The access panels to the knee wall space **are** not properly insulated. Install rigid foam panels in the openings to stop heat loss into this area.
- The cause of the condensation in the front behind the knee wall is insufficient venting and heat loss into the space from below and from the 2nd floor bedroom space
- To correct this condition the floor framing behind the knee wall should be insulated with as much fiberglass as possible (likely 8-inches, R-25). Several floor -boards will have to be removed **to** do this.
- Once this is done, install 1-inch panels (they come 2ft.x.8ft.) of rigid foam on the floor. This will effectively stop the heat loss into this space from below and still allow storage of material on the floor.
- The access panels should also be insulated as noted above and consider increasing the amount of insulation in back of the knee wall itself by adding another 3-inches of “Kraft-paper”-backed fiberglass.
- Once this space is insulated, it is then critical that it be vented **by** installing gable end vents into this area, continuous soffit venting at the eaves or installing a vented drip edge as depicted in the attached link.
<http://www.airvent.com/professional/products/intake.shtml>
- A qualified contractor should be contacted to come up with the best venting scheme for this location.

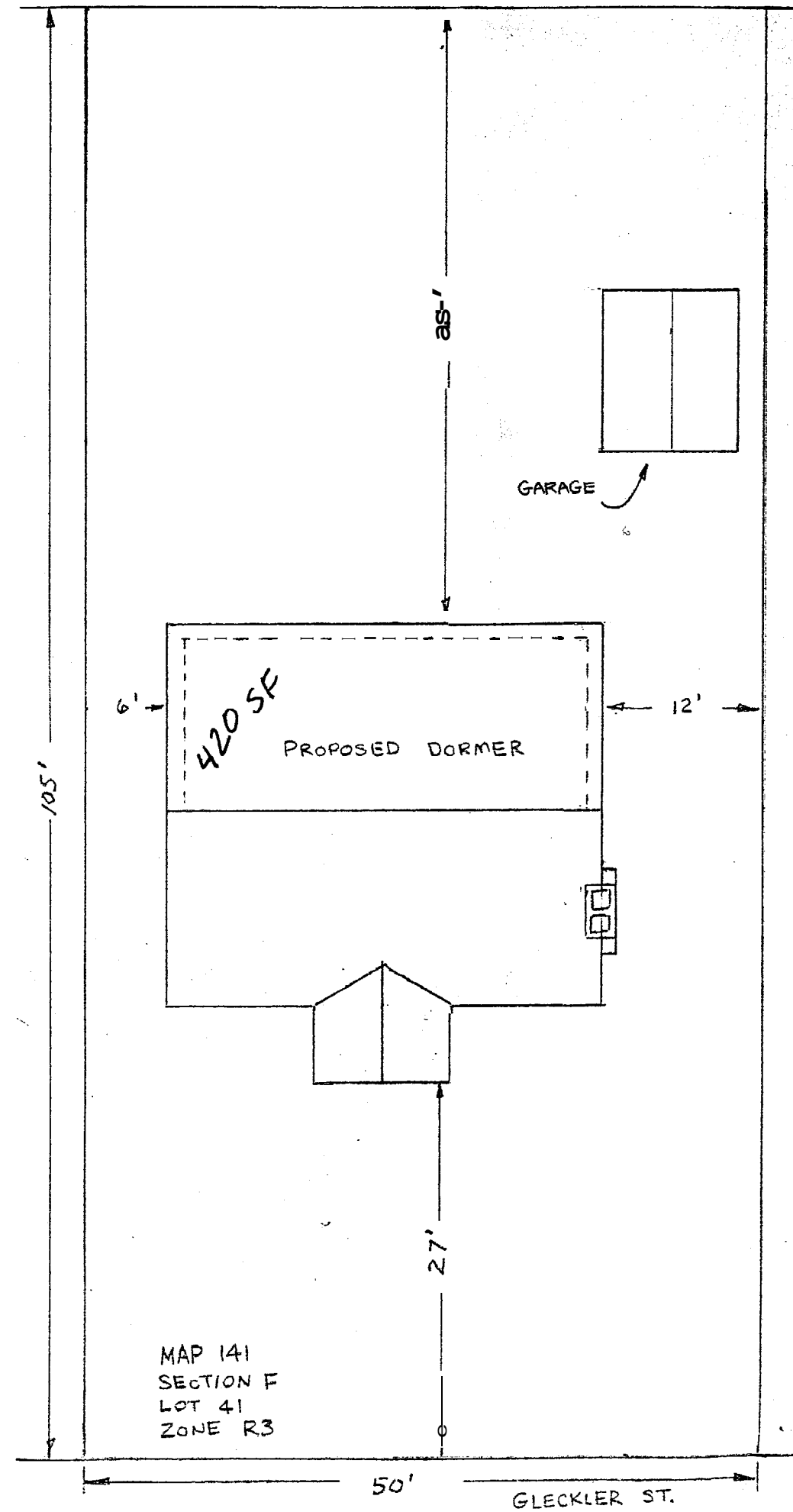
Insulation

- e Only 3-inches of fiberglass insulation was installed above the ceiling.
- This is not enough insulation to prevent condensation during cold temperatures as warm air from the finish space makes its way to the underside of the roof sheathing.
- e Areas of unfinished drywall installation on the 2nd floor (bathroom) allow for extensive heat loss into the roof area as well, which results in condensation as **warm** air reaches the cold underside of the roof sheathing (a humidifier only compounds the problem and should not be run).
- e This same thing is happening at the skylights where warm air is condensing on the cold surface just below the metal step flashing all around the skylight. Be sure to insulate this area prior to finishing it as discussed to stop this from happening in the future.
- There is a considerable amount of condensation (frost on nails, sheathing and very wet conditions having stained the sheathing and framing and saturated the bottom of the fiberglass insulation) occurring on the underside of the roof sheathing on both the front and rear roof areas.
- e Water also appears to be dripping from the fan in the future bathroom. This is likely caused as warm air condenses on the inside of the fan ductwork. This ductwork should have been heavily insulated and vented to the outside. This fan should be vented with the shortest possible run, possibly out the front roof (because it is steep enough not to allow leaking into the roof cavity) or the gable end if possible.
- e Water has also dripped from the recessed lights that are installed in the dormer ceiling. The lights appear not *to* be rated for installation next to insulation. **As** such they are allowing for an excessive amount of warm air to make contact with the underside of the roof sheathing as well thus causing snowmelt and condensation.
- e Because of the limited depth of 2x8 rafter framing (7.25-inches), there really is no room for recessed lights (even those that are rated for contact with insulation) so my recommendation would be to remove them and install track lighting or some other style where the integrity of the ceiling is not compromised.
- e Water has also dripped out the soffit venting in the rear and dropped onto the flashing below. This indicates the seriousness of the problem as condensation travels unnoticed above the ceiling in the bedroom.
- e Because of the minimal width of the rear dormer eve, the continuous soffit vent may be blocked by insulation at the outside wall. It is also partially obstructed by the siding at the underside of the vent at the outside wall (see photos) and may not be supplying a sufficient volume of air.

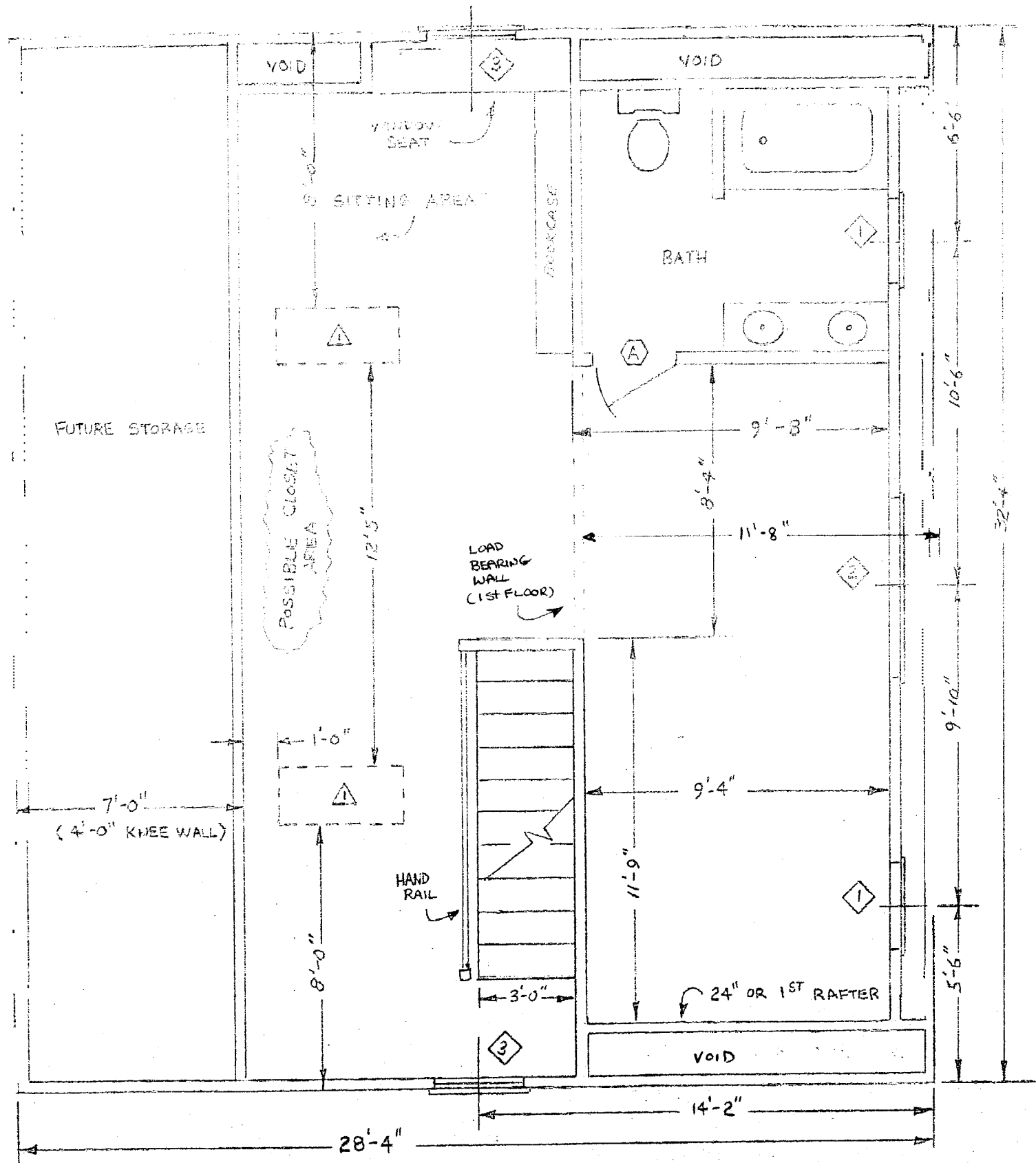


REAR ELEVATION
SCALE 1/4" = 1'-0"

PLOT PLAN
SCALE 3/32" = 1'-0"
45 GLECKLER ST



MAP 141
SECTION F
LOT 41
ZONE R3

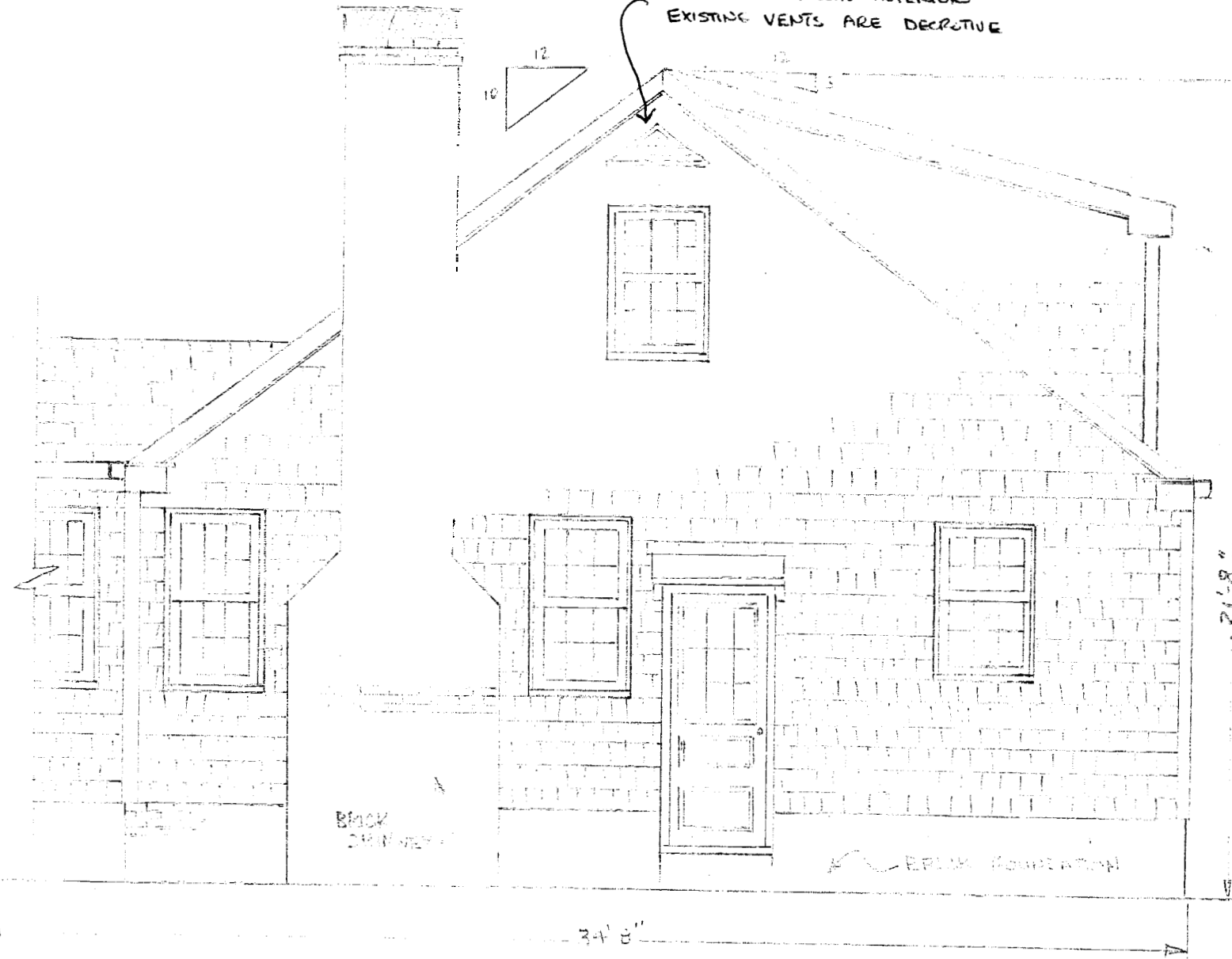


SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"

- NOTES
- DOOR SCHEDULE
 - A** 2'-6" x 6'-8"
 - WINDOW SCHEDULE
 - 1** 24" x 20" GLASS SIZE (2'-6" x 4'-1" R.O.) 2 REQ'D
 - 2** (2) 24" x 20" GLASS SIZE MULLED (5'-1 1/8" x 4'-1" R.O.) 1 REQ'D
 - 3** EXISTING
 - SKYLIGHT SCHEDULE
 - 1** ANDERSON SK2146 OR EQUAL
 - WINDOW SILL HEIGHT TO MATCH EXISTING WINDOWS

(4)

GABLE VENT WERE BLOCKED
& INSULATED FROM INTERIOR
EXISTING VENTS ARE DECEPTIVE

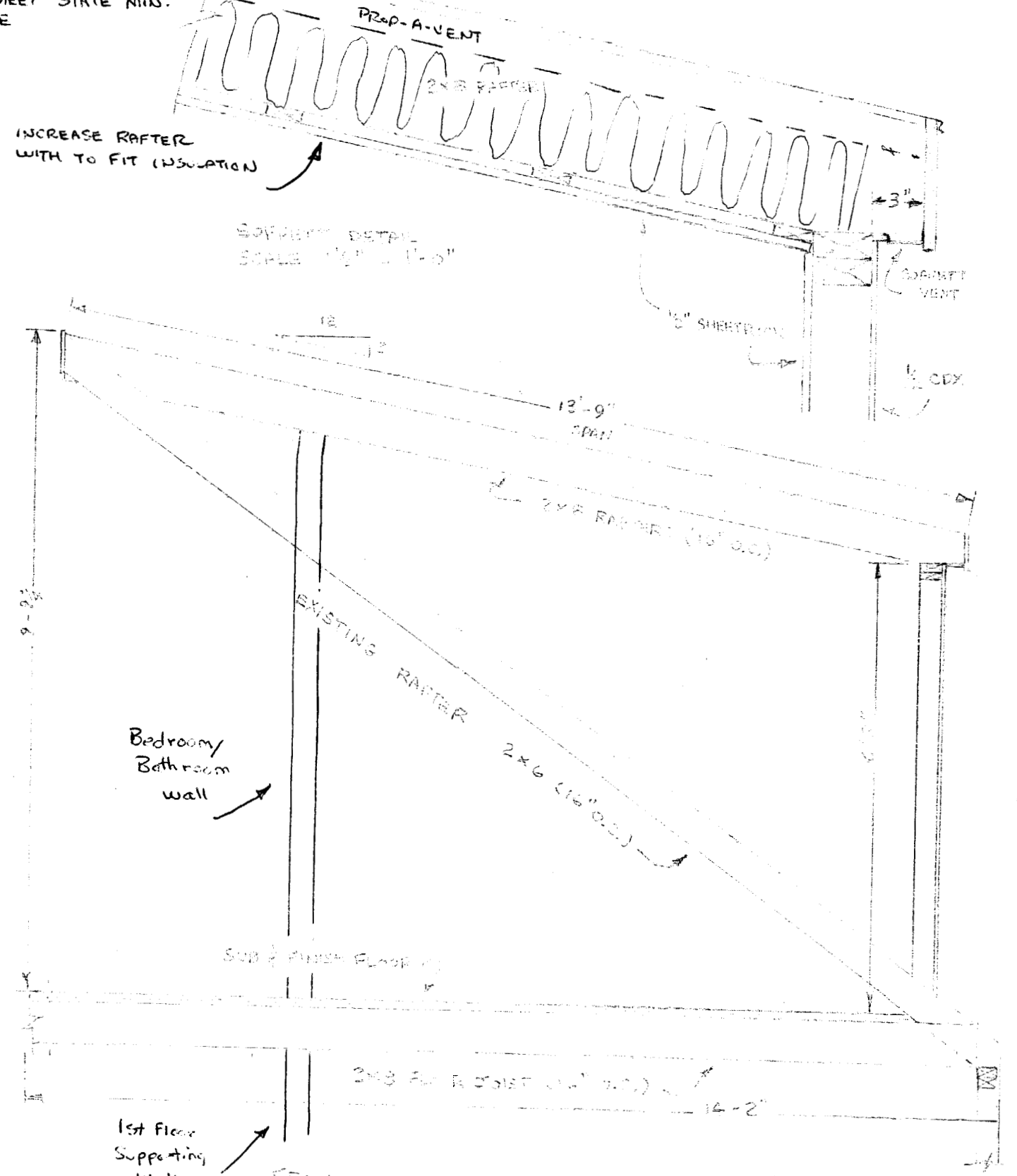


SIDE ELEVATION
SCALE 1/4" = 1'-0"

MR & MRS STEVE MOLASHEN
45 CLOVER RD.
PORTLAND, ME 04102

(3)

R- INSULATION
TO MEET STATE MIN.
CODE



INCREASE RAFTER
WITH TO FIT (INSULATION)

SOFFIT DETAIL
SCALE 1/2" = 1'-0"

Bedroom
Bathroom
wall

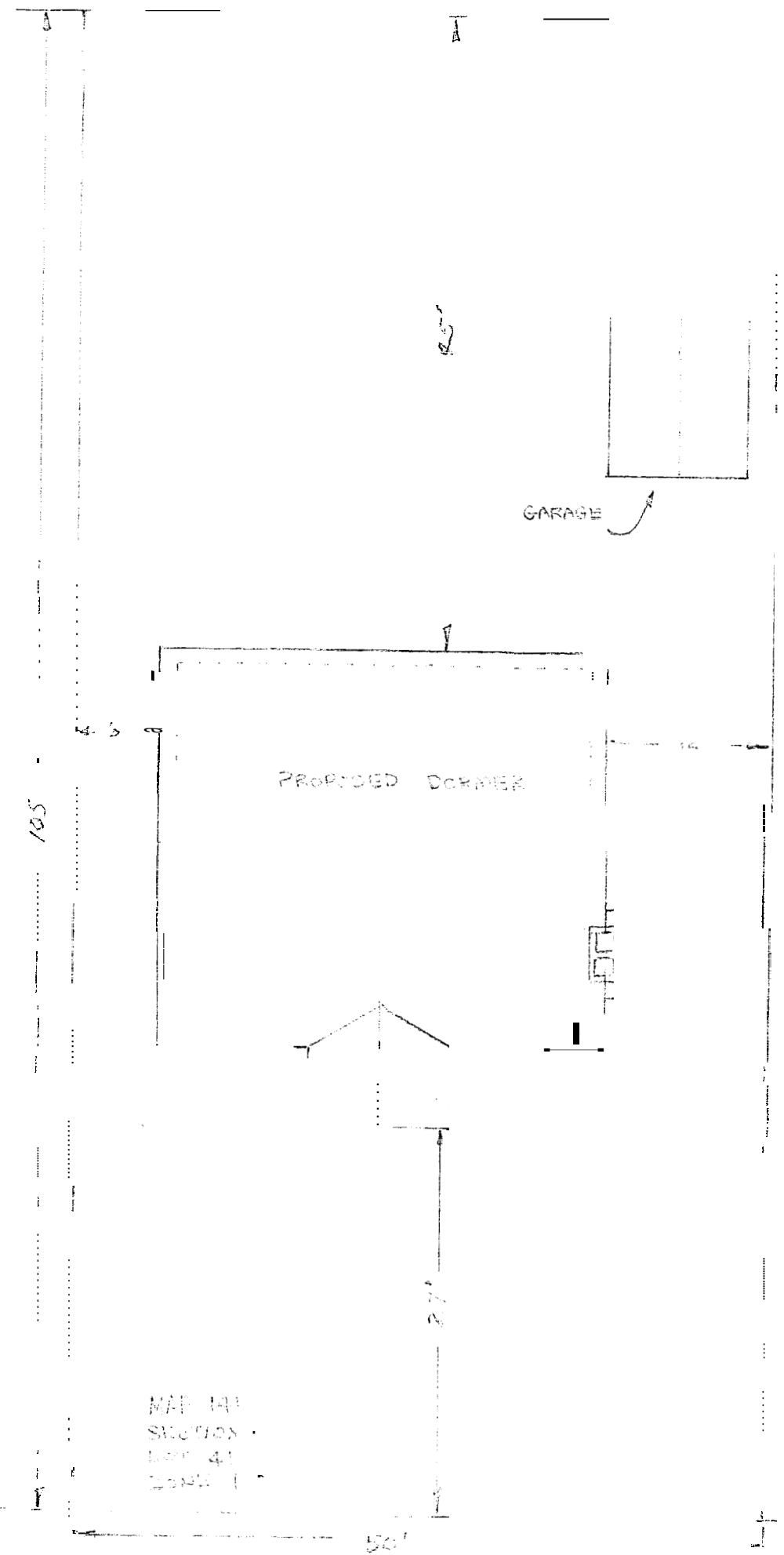
1st floor
Supporting
Wall

FRAME DETAIL
SCALE 1/2" = 1'-0"

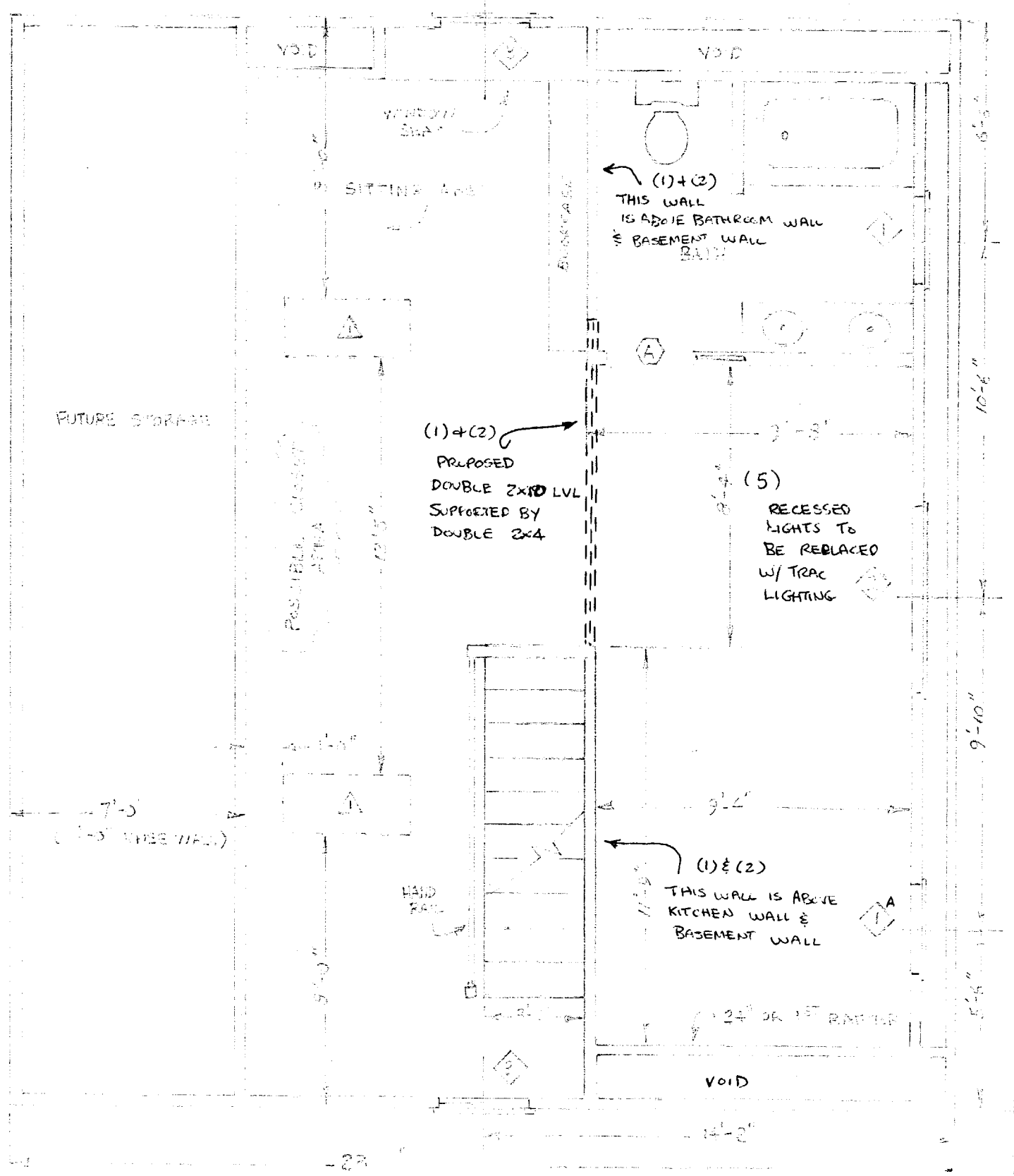


REAR ELEVATION
SCALE: 1/4" = 1'-0"

1. PLAN
2. SECTION
3. ELEVATION



MAP 141
SECTION
LOT 41
DORMER

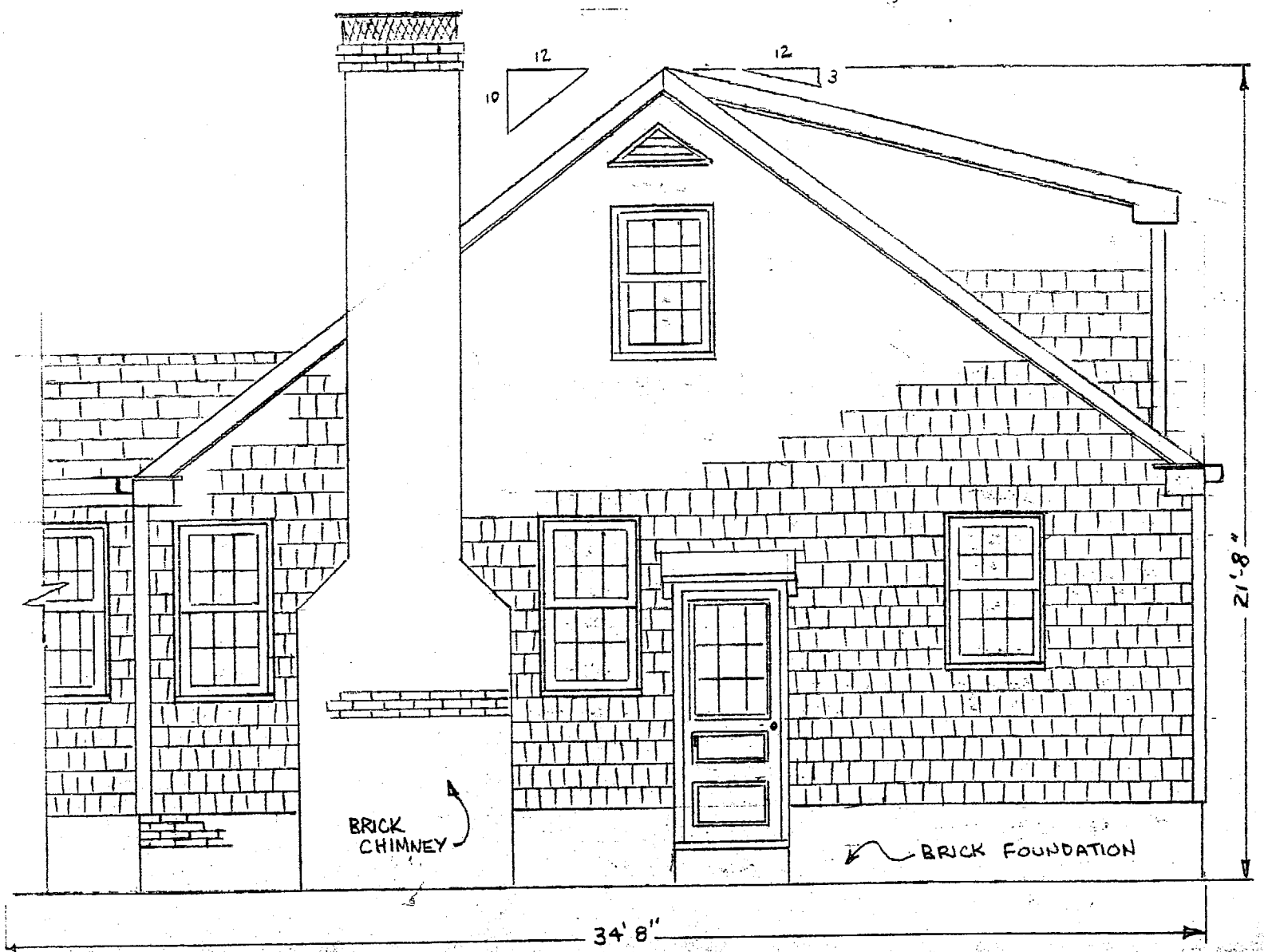


SECOND FLOOR PLAN
SCALE 1/4" = 1'-0"

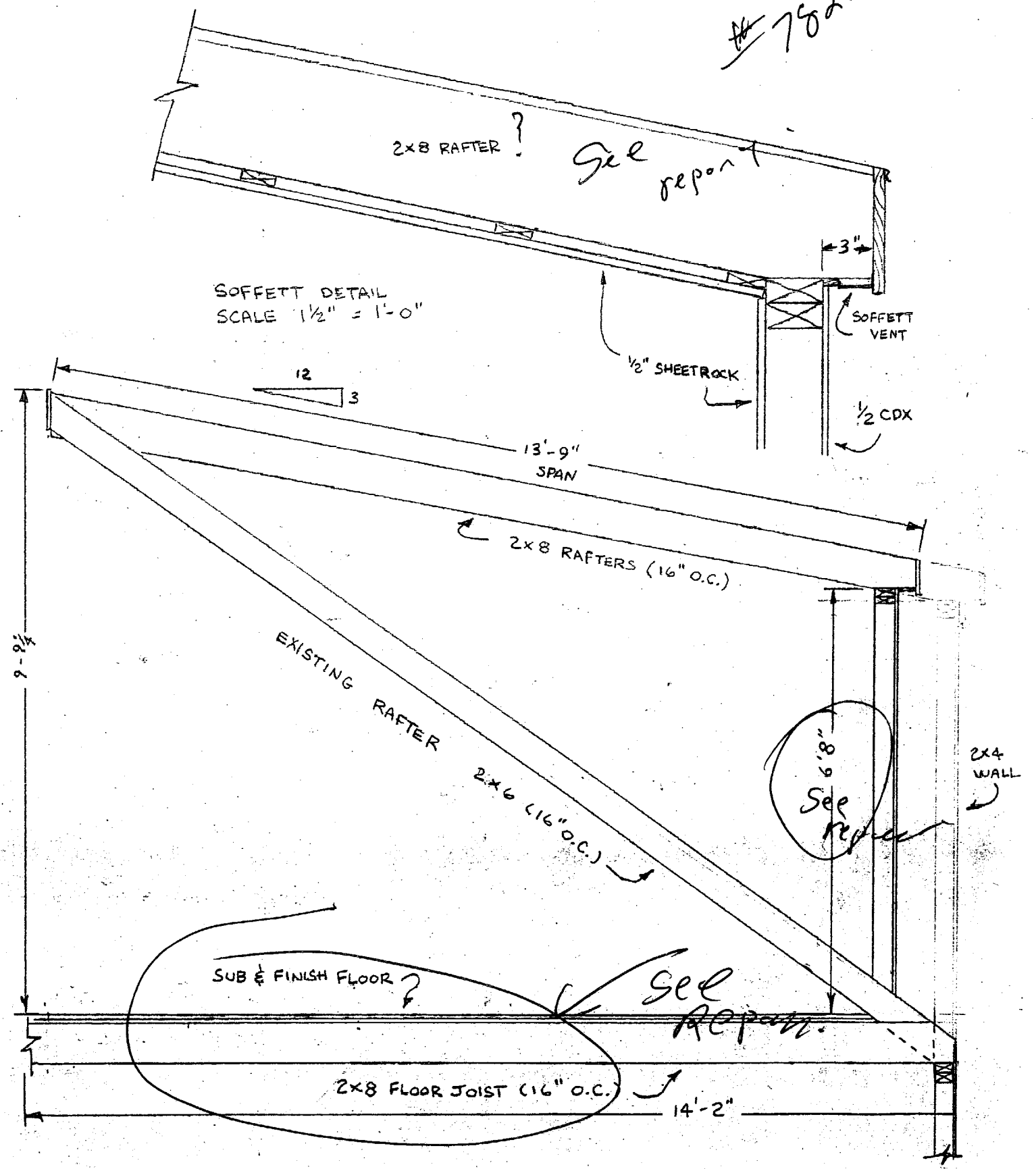
NOTES

1. DOOR SCHEDULE
 - (1) 2'-6" x 6'-6" (POCKET DOOR)
2. WINDOW SCHEDULE
 - (1) 2 1/2" x 20" GLASS SIDE (10'-6" x 4'-1" F.L.O.) 1 REVD, (A) CASEMENT
 - (2) (3) 2 1/2" x 20" GLASS SIDE WINDOW (5'-1 1/2" x 4'-1" F.L.O.) 1 REVD
 - (2) WINDOW
3. ENLIGHT SCHEDULE
 - (A) ADDRESS OF WALL OR WINDOW
4. WINDOW SILL HEIGHT TO MATCH EXISTING WINDOWS

1.33
2/12
78204



SIDE ELEVATION
SCALE 1/4" = 1'-0"



FRAME DETAIL
SCALE 1/2" = 1'-0"



CITY OF PORTLAND, MAINE

Department of Building Inspections

April 4 20 05

Received from Peck Carpentry

Location of Work 45 Gleckler

Cost of Construction \$ _____

Permit Fee \$ 48.00

Building (I1) Plumbing (I5) _____ Electrical (I2) _____ Site Plan (U2) _____

Other _____

CBL: 141 F 041

Check #: 4689

Total Collected \$ 48.00

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.

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