

Location of Construction: 45 Gleckler Rd		Owner: Mr. & Mrs. Steve McLaughlin		Phone: 775-2018		Permit No: 981334	
Owner Address:		Lessee/Buyer's Name:		Phone:		Business Name:	
Contractor Name: * Pock Carpentry		Address: 86 Grand St S.P. 04106		Phone:		<div style="border: 2px solid black; padding: 5px;"> PERMIT ISSUED Permit Issued: <div style="border: 1px solid black; padding: 5px; text-align: center;"> DEC - 1 1998 </div> CITY OF PORTLAND Zoning: R-3 CBL: 141-F-041 Zoning Approval: <i>ok</i> 11/30/98 Special Zone or Reviews: <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>zone C</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/> <i>5,250⁰ - Sec 14.4%</i> Zoning Appeal <i>50%</i> <input type="checkbox"/> Variance <i>Setbacks ok</i> <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied </div>	
Past Use: Single Family		Proposed Use: Same w/dormer		COST OF WORK: \$ 8,000			
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: <i>R-3</i> Type: <i>50</i> <i>BOCA 96</i> Signature: <i>[Signature]</i>	
Proposed Project Description: Full dormer on back roof of house xx				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied: <input type="checkbox"/>			
Permit Taken By: Sherry Pinard		Date Applied For: November 19, 1998		Signature:		Date:	

- 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..

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: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT 2
TMIKC

COMMENTS

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

	Type	Inspection Record	Date
Foundation:	_____	_____	_____
Framing:	_____	_____	_____
Plumbing:	_____	_____	_____
Final:	_____	_____	_____
Other:	_____	_____	_____

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

NOTEIf 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 ~~St~~ 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: Fec <u>\$ 8,000⁰⁰</u> \$ <u>0</u>

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

Contractor's Name, Address & Telephone Rec'd By:
POCK CARPENTRY 86 GRAND ST 50 PORTLAND, ME 04106 

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC(Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application.

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

4) Building Plans (Sample Attached)

A complete set of construction drawings showing all of the following elements of construction:

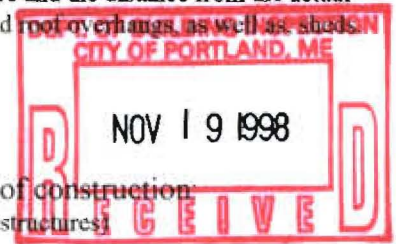
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment. HVAC equipment (air handling) or other types of work that may require special review must be included

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/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 of applicant: Michael R Pock Date: 11/19/98

Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5 00 per \$1,000.00 construction cost thereafter



BUILDING PERMIT REPORT

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

REASON FOR PERMIT: To Construct Full dormer

BUILDING OWNER: S. McLaughlin

CONTRACTOR: Rock Carpentry

PERMIT APPLICANT: [Signature]

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.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained.
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.
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.
3. Precaution must be taken to protect concrete from freezing.
4. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed.
5. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, 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.
6. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code.
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.
9. Headroom in habitable space is a minimum of 7'6".
10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise.
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8")

- *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 1010.1
- 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 be 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 proposed 2x8 rafters @ 16" o.c., spanning 13'9" does NOT meet the requirement of the bldg. code - 2x8 @ 12" o.c. or 2x10 @ 16" o.c. will meet the code -
- *32. The 2x8 floor joist @ 16" o.c. spanning 14'2" with a 30 L.L. 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

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.
The parties agree that no portion of the purchase price is attributable to the personal property.
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.

TYPE OF INSPECTION	YES	NO	
(a) General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days from Effective Date
(b) Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days from Effective Date
(c) Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days from Effective Date
(d) Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days from Effective Date
(e) Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days from Effective Date
(f) Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days from Effective Date
(g) Wood Boring Insects	<input type="checkbox"/>	<input type="checkbox"/>	within <u> </u> days from Effective Date
(h) Other <u>CHIMNEY</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>10</u> days from Effective Date

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/Adays of Effective Date of this Contract. If _____

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 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 Joan Lowery - McLaughlin Purchaser Soc. Sec. # 189-60-0280

8/21/98 Date Stinson Purchaser Soc. Sec. # 006-72-3271

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 [Signature] Seller Soc. Sec. # 084-38-9468

8/22/98 Date [Signature] Seller Soc. Sec. # 007-50-1453

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

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

Client:

Inspection Circumstance

Date <u>1-19-05</u>	Time: 1:00 pm.	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

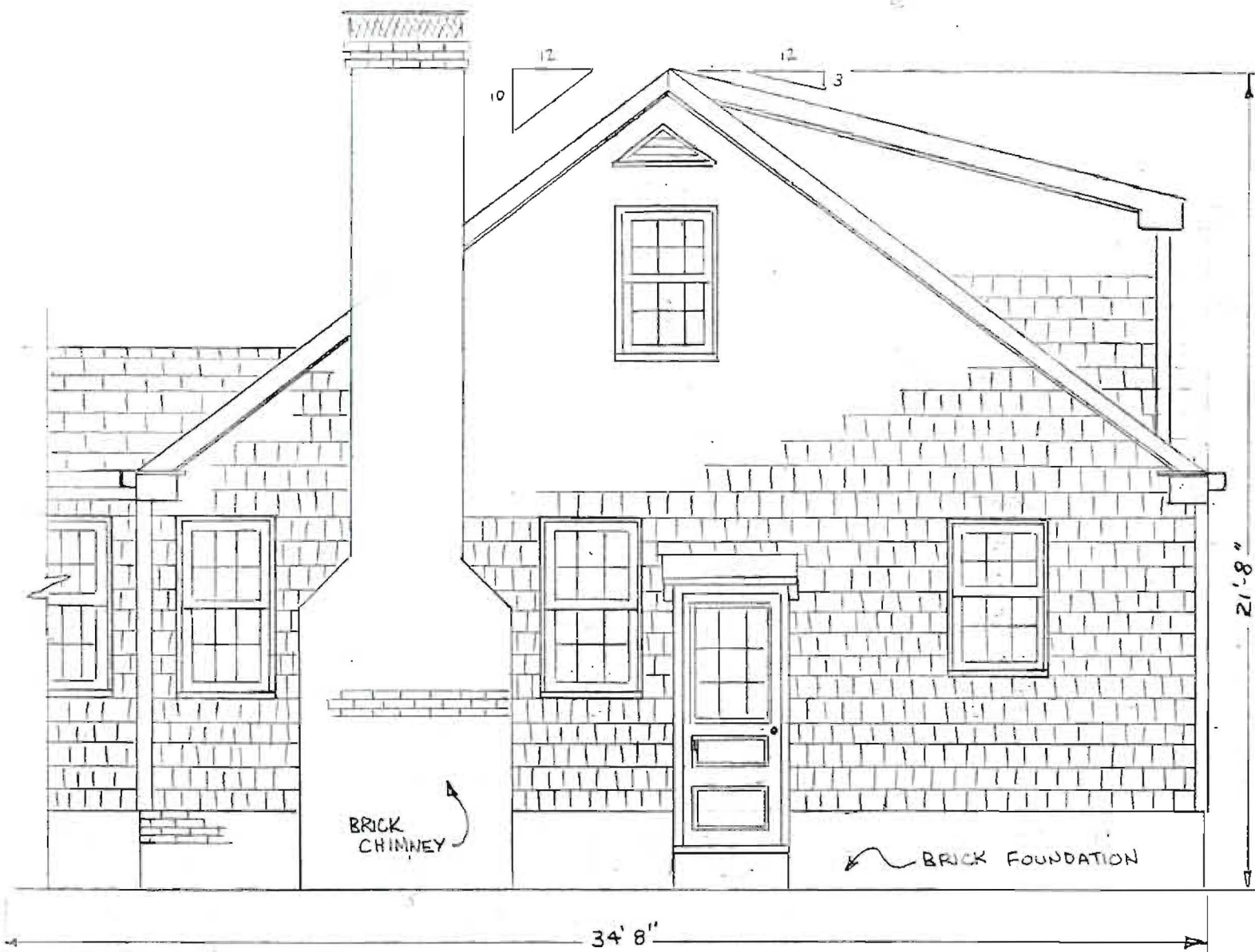
- The roofing material is in good condition however the dormer roof has noticeable sagging at the ridge likely caused by inadequate support from below.
- Because of the low slope of the dormer, snow loading is a factor and an engineer or competent builder should have sized the ridge supporting the new 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

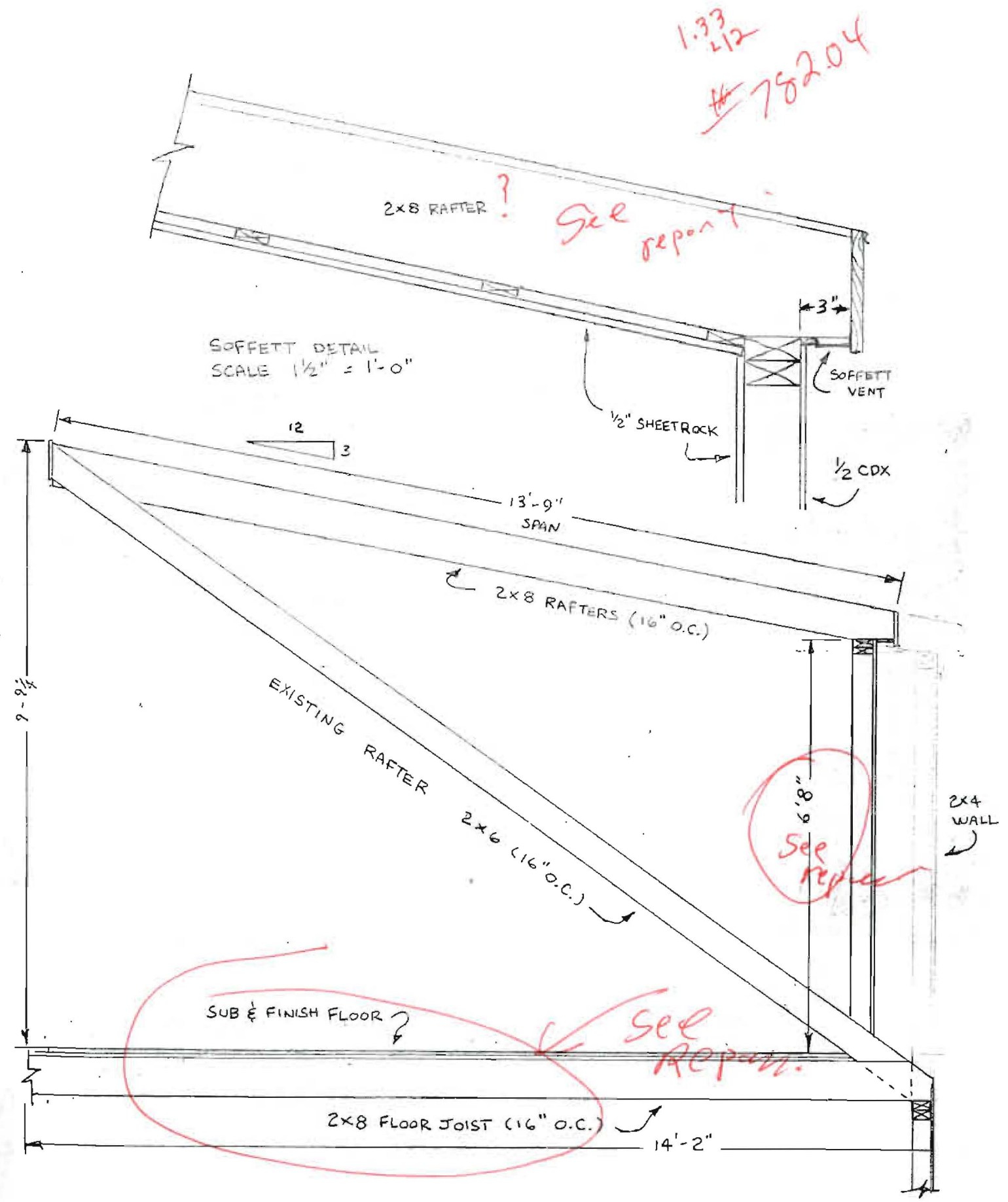
- The access panels to the knee wall space are not properly insulated. Install rigid foam panels in the openings to stop heat loss into this area.
- The cause of the condensation in the front behind the knee wall is insufficient venting and heat loss into the space from below and from the 2nd floor bedroom 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

- 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.
- 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).
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.



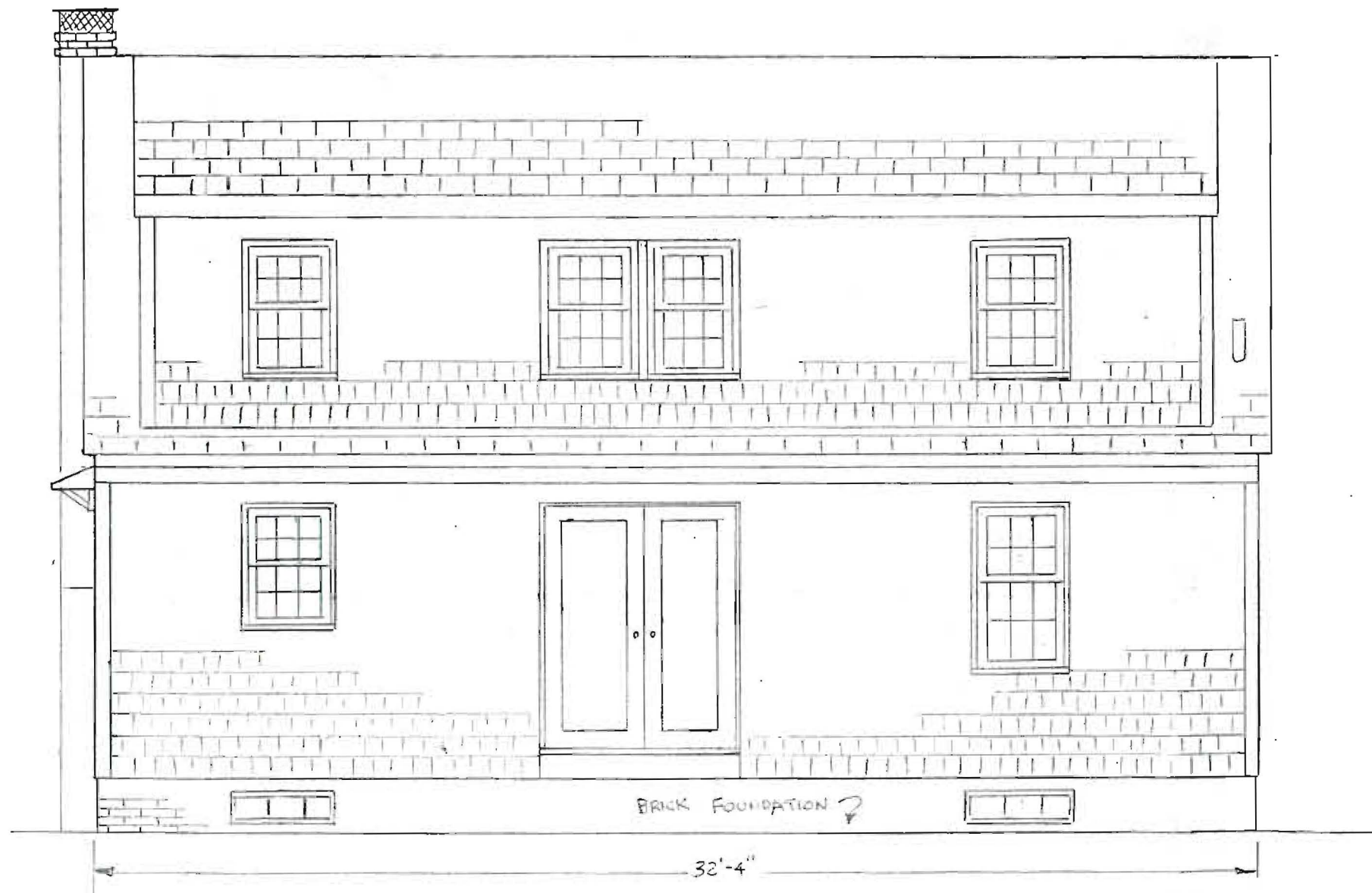
SIDE ELEVATION
SCALE 1/4" = 1'-0"



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

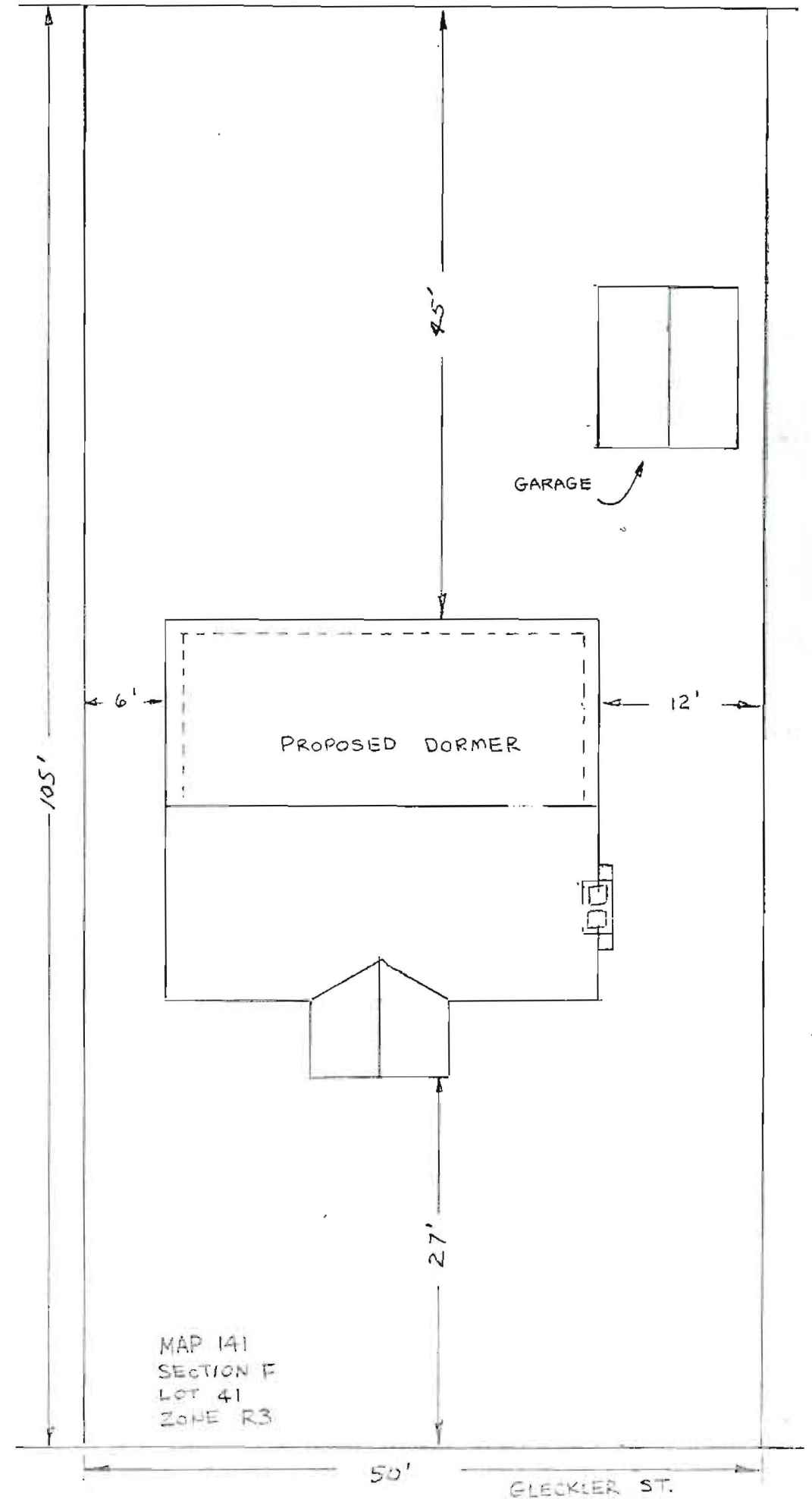
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212
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MR & MRS STEVE MCLAUGHLIN
45 GLECKER ST.
PORTLAND, ME 04103

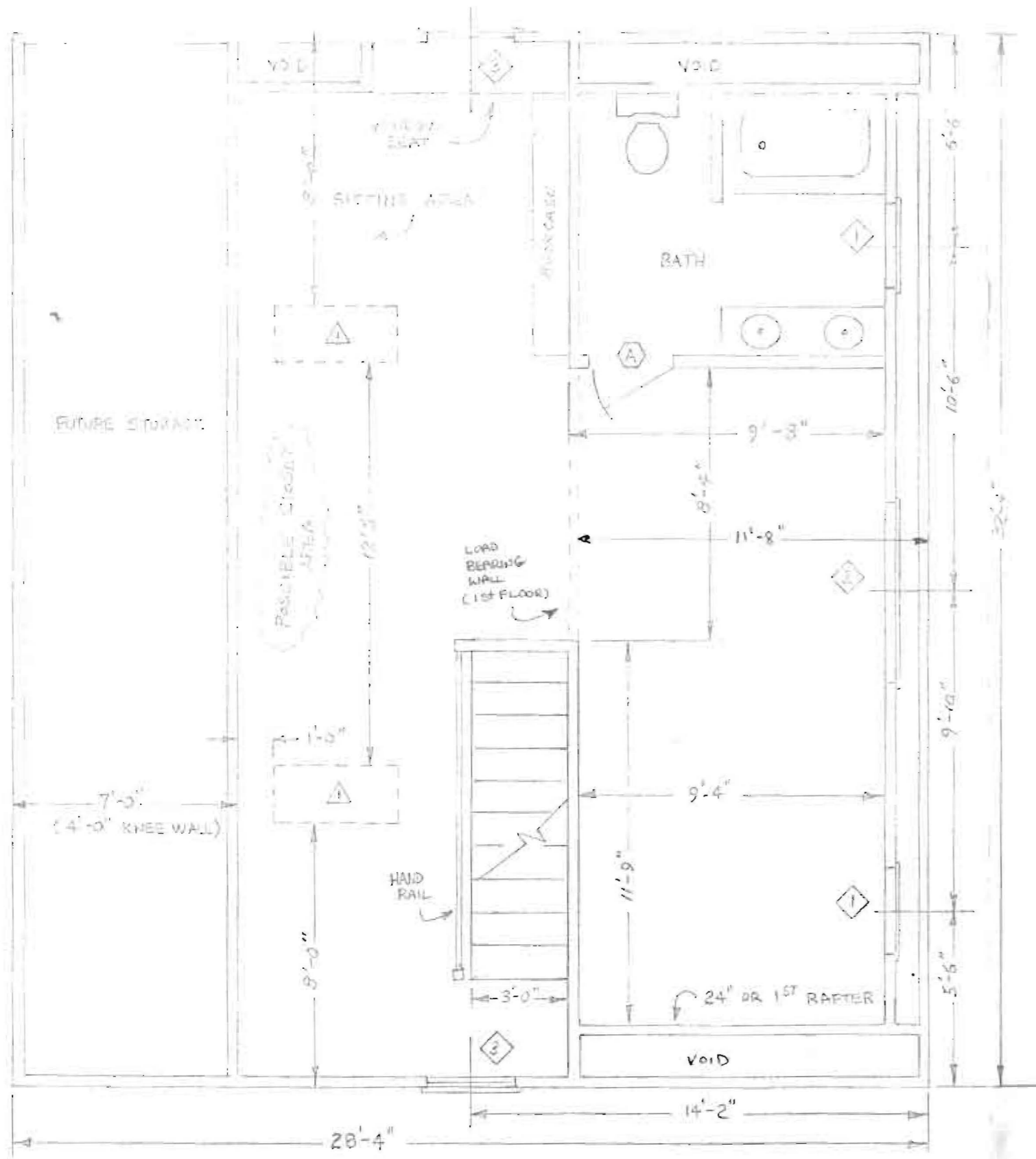


REAR ELEVATION
SCALE 1/4" = 1'-0"

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

1. DOOR SCHEDULE
 - ② 2'-6" x 6'-8"
2. 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 MALLED (5'-1 1/8" x 4'-1" R.O.) 1 REQ'D
 - ③ EXISTING
3. SKYLIGHT SCHEDULE
 - △ ANDERSON SK 2146 OR EQUAL
4. WINDOW SILL HEIGHT TO MATCH EXISTING WINDOWS