

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

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION

PERMIT

Permit Number: 061035

PERMIT ISSUED

SEP 25 2006

This is to certify that FERRARO MARGARET R Ferre Michaud  
has permission to New residential 2 unit 32' x Duplex  
AT 29-33 INVERNESS ST City 168 F008001

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the 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 leased or occupied. **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

*Deanne Bouke* 9/21/06  
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

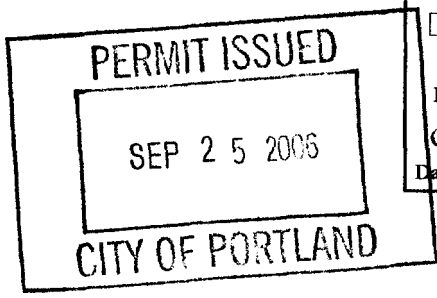
<b>Permit No:</b> 06-1035	<b>Issue Date:</b>	<b>CBL:</b> 168 F008001
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<b>Location of Construction:</b> 29-33 INVERNESS ST	<b>Owner Name:</b> FERRARO MARGARET R	<b>Owner Address:</b> 37 INVERNESS ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> LeFerre Michaud	<b>Contractor Address:</b> 200 Riverside Ind Pkwy, Portland	<b>Phone:</b> 2078317427
<b>Lessee/Buyer's Name</b>		<b>Permit Type:</b> Duplex	<b>Zone:</b> RS

<b>Past Use:</b> Vacant Land	Duplex- New residential 2 unit 32' x 36' Duplex	\$1,595.00	\$150,000.00	4
		<b>FIRE DEPT:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>INSPECTION:</b> Use Group: R-3 Type: JB	
		Signature:	Signature: <i>AMB 9/21/06</i>	
<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> ldobson	<b>Date Applied For:</b> 07/12/2006	<b>Zoning Approval</b>	
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<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2006-0130</i> Maj <input type="checkbox"/> Minor <input checked="" type="checkbox"/> MM <input type="checkbox"/> <i>OK w/conditions</i> Date: 8/7/06 <i>AGM</i>	<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 Date: _____	<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 Date: <i>AGM</i>
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**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

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

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

Permit No: 06-1035	Date Applied For: 07/12/2006	CBL: 168 F008001
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Location of Construction: 29-33 INVERNESS ST	Owner Name: FERRARO MARGARET R	Owner Address: 37 INVERNESS ST	Phone:
Business Name:	Contractor Name: LeFerre Michaud	Contractor Address: 200 Riverside Ind Pkwy, Portland	Phone (207) 831-7427
Lessee/Buyer's Name	Phone:	Permit Type: Duplex	
Proposed Use: Duplex- New residential 2 unit 32' x 36' Duplex		Proposed Project Description: New residential 2 unit 32' x 36' Duplex	

**Comments:**

09/06/2006-mes: Gave permit to Jeanie to start the building review - MUST WAIT FOR FINAL SITE PLAN

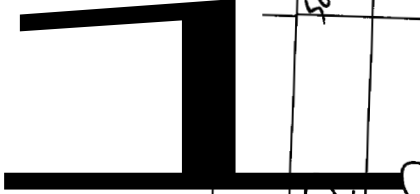
09/11/2006-mes: on 8/24/06 received revised plot plan which showed changes to the driveway (now not meeting the required 5' setback from side line) and did not show the reduced deck size. Today received revisions. Decks reduced, but one driveway is still within 4' of side line. Needs to revise that one problem.

09/11/2006-jmb: Emailed Mike M. The list of items needed from the review checklist.

<b>Location of Construction:</b> 29-33 INVERNESS ST	<b>Owner Name:</b> FERRARO MARGARET R	<b>Owner Address:</b> 37 INVERNESS ST	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> LeFerre Michaud	<b>Contractor Address:</b> 200 Riverside Ind Pkwy, Portland	<b>Phone</b> (207) 831-7427
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Duplex	

24-53 + riveness  
 # 06-1035  
 Mike Michael 831-7427  
 CBL 168-F-8

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)		
Component	Submitted Plan	Findings Revisions Date
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	12" x 24" scaled 8" wall	OK
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	weaving, fire w/s oc's	OK
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2" @ 6' O.C. 1' corners	OK
Lally Column Type (Section R407)	Lallys - conc. 3 1/2	
Girder & Header Spans (Table R 502.5(2))	2 FLS = 6'8" (max span 32'6")	see add 9/21/06
Built-Up Wood Center Girder Dimension/Type	3-2x12	will be 4-2x12
Sill/Band Joist Type & Dimensions	2x6 PT man. band joist	OK
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	man. FL joist 2x12 or 9 1/4 open web	OK
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	man Floor joist 9 1/4 open web	OK
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	N/A	

R802.5.1(1) - R 802.5.1(8) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	7 1/2 Trusses 24" o.c.	OK
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	3/4 T+G, 1/2", 5/8 w/drip	OK
Fastener Schedule (Table R602.3(1) & (2))	Per IRC	OK condition
<b>Private Garage</b> (Section R309) Living Space? (Above or beside)	N/A	
Fire separation (Section R309.2)	N/A	
Opening Protection (Section R309.1)		
Emergency Escape and Rescue Openings (Section R310)	Bedrooms 1 each	OK
Roof Covering (Chapter 9)	20 Yr Shingles	OK
Sa	N/A	
Attic Access (Section R807)		condition
Chimney Clearances/Fire Blocking (Chap. 10)	N/A	
Heater Schedule (Section 502.5(1) & (2))	MIN 3-2x10	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Penetration	R-19, 7 R-30 ?	

9/21/06 Add

**Means of Egress (Sec R311 & R312)**

Basement	Bulkhead	OK
Number of Stairways	3	OK
Interior	2	
Exterior	1	
Treads and Risers (Section R311.5.3)	R-7 3/4 max 10" min. T	
Width (Section R311.5.1)	3' +	OK
Headroom (Section R311.5.2)	6'8"	
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	36"	
Smoke Detectors (Section R313)		Condition
Location and type/Interconnected		
Draftstopping (Section R502.12) and Fireblocking (Section R602.8)	2x6 plates w/2x4 staggered R-19 insul 5/8" both sides Floor to Roof sheathing continuous	OK
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)	2x6 PT - Frost wall 2x6 Rafters	
Deck Construction (Section R502.2.1)	4x4 Rain 2x8	

**From:** "Jason Sportum" <jasons@chicklumber.com>  
**To:** <jmb@portlandmaine.gov>  
**Date:** 09/20/2006 12:29:04 PM  
**Subject:** Lefevre Michaud Duplex

Hi Jeanie,

I was asked to send you the specs of the U-values of the windows that are going to **be** used in the Lefevre/Michaud duplex. Please find the specs attached.

Please let me know if this sheet is adequate for you.

Thanks

Jason Sportum

Contractor Sales

Chick Home Center

North Conway, NH

HYPERLINK "mailto:jasons@chicklumber.com"jasons@chicklumber.com

800-526-5426

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No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.1.405/ Virus Database: 268.12.5/451 - Release Date: 9/19/2006

**CC:** "sal massa" <sal@chicklumber.com>





ADDENDUM TO THE BUILDING PLANS FOR A DUPLEX LOCATED ON  
INVERNESS ST. (FORMALLY PART OF #37 INVERNESS)

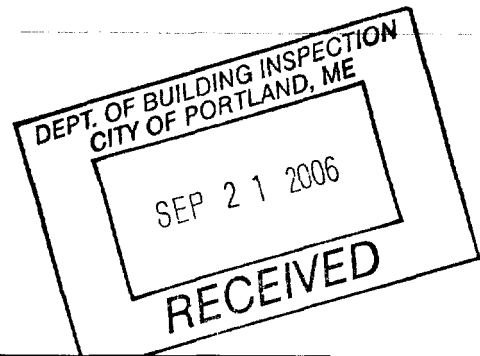
The following changes are to be made to the building plans for the duplex proposed at 37 Inverness St;

1. The construction of the girder will change from (3) 2x12 built up beam to (4) 2x12 built up beam. This will allow for a maximum lally column span up 7'2". The plans show a span of no greater than 6'8".
2. The window specifications including the u-factors in attached.
3. The basement ceiling will be insulated to meet the R-factor of 21.





Builders Vinyl



**PERFORMANCE DATA**

DESIGN PRESSURE RATING  
 CERTIFICATION STANDARD AAMA/NWWDA 101/1.S2-97

TYPE	STRUCTURAL RATING*
SH SIDE-LOAD	DPR35
SH TILT	DPR25
DH	DPR20
HS	DPR20
FRG	DPR20
SPD	DPR20

**ACOUSTICAL PERFORMANCE**

TYPE	MAX. SIZE TESTED	CONFIGURATION	GLAZING PANE 1 / AIRGAP / PANE 2	IG O/A	STC RATING
		XO	2.4MM - 2.4MM	3/4"	27
				3/4"	28
SH SIDE-LOAD				3/4"	
SH SIDE-LOAD				3/4"	32
SH SIDE-LOAD	41-1/2 X 71-1/2			3/4"	34
TILT - SH	41-1/2 X 71-1/2			3/4"	27
TILT - SH	41-1/2 X 71-1/2			3/4"	
TILT - DH	41-1/2 X 71-1/2			3/4"	30
TILT - SH	41-1/2 X 71-1/2			3/4"	29
TILT - SH	41-1/2 X 71-1/2			3/4"	33
TILT - SH	41-1/2 X 71-1/2			3/4"	33
DH	41-1/2 X 71-1/2			3/4"	27
DH	41-1/2 X 71-1/2				
DH	41-1/2 X 71-1/2	XO			
OH	41-1/2 X 71-1/2	XO			
DH	41-1/2 X 71-1/2	XO			
OH	41-1/2 X 71-1/2	XO			
HS	71-1/2 X 41-1/2				
		XO	3.2MM - 3.2MM	3/4"	28
		XO	4.8MM - 3.2MM	3/4"	30
		XO	4.8MM - 4.8MM	3/4"	29
HS		XO	6.4LMM - 3.2MM	3/4"	31
HS	71-1/2 X 41-1/2	XO	6.4LMM - 6.4MM	3/4"	33
HS	71-1/2 X 41-1/2	XOX	3.2MM - 3.2MM	3/4"	26
HS	71-1/2 X 41-1/2	XOX	4.8MM - 3.2MM	3/4"	28
FRG	71-1/2 X 41-1/2	O	2.4MM - 2.4MM	3/4"	25
FRG				3/4"	
FRG		O		3/4"	35
FRG	71-1/2 X 41-1/2	O		3/4"	34
FRG	71-1/2 X 41-1/2	O		3/4"	36
SPD	71-1/2 X 80	XO		3/4"	31
SPD	71-1/2 X 80			1"	

JELD-WEN reserves the right to change specifications without notice

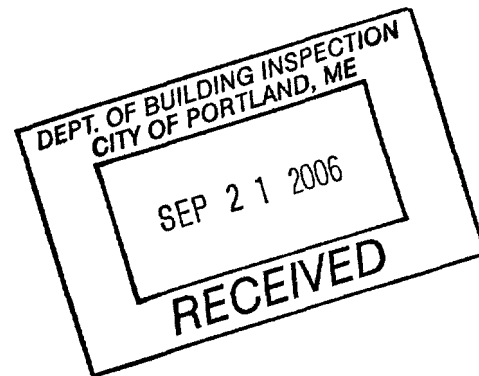


Builders Vinyl

**PERFORMANCE DATA**

**THERMAL PERFORMANCE**

TYPE	GLAZING	NFRC CERTIFIED	
		U-FACTOR	SHGC (NO GRIDS)
HS	CLEAR	0.50	0.66
	LOW-E	0.49	0.36
	LOW-E / ARG	0.32	0.36
SH-SIDE-LOAD	CLEAR	0.49	0.66
	LOW-E	0.34	0.36
	LOW-E / ARG	0.32	0.36
OH	CLEAR	0.49	0.59
	LOW-E	0.35	0.32
	RRG	0.48	0.69
SPD	CLEAR	0.33	0.37
	LOW-E	0.3	0.37
	LOW-E / ARG	0.49	0.64
SPD	CLEAR	0.49	0.64
	LOW-E	0.34	0.35
	LOW-E / ARG	0.31	0.35



JELD-WEN reserves the right to change specifications without notice.

# 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: <u>Inverness St.</u>		
Total Square Footage of Proposed Structure <u>2,304</u>	Square Footage of Lot <u>6009</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>168</u> Block# <u>F</u> Lot# <u>8-9-10</u>	Owner: <u>Current until 8/28/06</u> <u>Margaret Ferraco</u> <u>37 Inverness St.</u>	Telephone:
Lessee/Buyer's Name (If Applicable) <u>Le Ferre Michael Inc.</u> <u>200 Riverside Industrial Pkwy</u> <u>Portland ME</u>	Applicant name, address & telephone: <u>same</u> <u>207-831-7427</u>	Cost Of Work: <u>\$ 150,000</u> Fee: <u>\$ 8,520.00</u>
Current use: <u>Vacant Land</u>		<u>475.00</u>
If the location is currently vacant, what was prior use: <u>VACANT Land</u>		<u>\$ 1,595.00</u>
Approximately how long has it been vacant: <u>N/A</u>		
Proposed use: <u>Residential 2-unit 32x36 Duplex</u>		
Project description:		
Contractor's name, address & telephone: <u>Le Ferre Michael Inc</u> <u>200 Riverside Ind Pkwy, PHD</u>		
Who should we contact when the permit is ready: <u>Mike Michaud 207-831-7427</u>		
Mailing address: <u>SAME</u>		
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.		

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. will be as of 7/28/06

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 of applicant: <u>[Signature]</u>	Date: <u>7/12/06</u>
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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 4<sup>th</sup> floor of City Hall

From: Marge Schmuckal  
To: Jeanie Bourke  
Date: 9/6/2006 2:34:25 PM  
Subject: Re: Inverness bp #06-1035 cbl: 168-F-008

Jeanie,  
You can review for building if you like. I still have some minor issues with the site plan that are being worked on in planning. I am putting it on your desk. Give it back to me when you are completed with it.  
Marge

>>> Jeanie Bourke 9/6/2006 10:19:09 AM >>>

Hi Marge,  
Mike Michaud emailed me on the status of this permit... I know we are waiting for site plan, but can we start our review for building code as the date of application is 7/12/06?

Thanks,  
Jeanie

**From:** Marge Schmuckal  
**To:** James Carmody; Shukria Wiar  
**Date:** 8/28/2006 3:30:11 PM  
**Subject:** Re: 37 Inverness St

Shukria,

I have reviewed the revised plans for 37 Inverness Street. I have a couple issues.

1. Are the rear decks going to be 4' x 6' or 10' x 10' as shown on the most recent plans you gave us. The applicant came in to reduce the rear decks to 4' x 6' and sketched them in on our previous plans. It may be a picky question, but we should know specifically what we are approving.

2. The new driveways are not meeting the ordinance. It shows that the parking area going as close as 1.5' & 2' on the side yard within 50' of the front property line. It can't be closer than 5'.

Everything else looks the same as the previous submittal and is meeting the R-5 requirements.

Marge Schmuckal  
Zoning Administrator

>>> Shukria Wiar 8/25/2006 10:04:26 AM >>>  
Good Morning.

I forwarded a revised plan to you re: 37 Inverness Street. The only comments/issues that I had were from you. Please look through it and let me know via email if the plan is okay.

Thank you.

Shukria

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
Zoning Copy**

**2006-0130**  
Application I. D. Number

Lefevre Michaud Inc  
Applicant

**711712006**  
Application Date

200 Riverside Ind Pky , Portland, ME 04102  
Applicant's Mailing Address

Duplex \_\_\_\_\_  
Project Name/Description

Consultant/Agent

37 - 37 Inverness St, Portland, Maine  
Address of Proposed Site

Applicant Ph: **(207) 831-7427** Agent Fax: \_\_\_\_\_  
Applicant or Agent Daytime Telephone, Fax

**168 F008001**  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

Proposed Gilding square Feet or # of Units

Acreeage of Site

**R5**  
Zoning

Check Review Required:

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan<br>(major/minor) | <input type="checkbox"/> Subdivision<br># of lots _____ | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                          | <input type="checkbox"/> Shoreland                      | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional<br>Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance                |  | <input type="checkbox"/> Other                   |

Fees Paid: Site Pla \$400.00 Subdivision Engineer Review Date **711712006**

**Zoning Approval Status:**

Reviewer

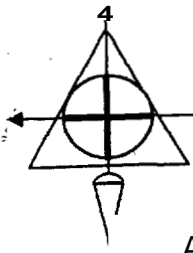
- Approved**  Approved w/Conditions See Attached  Denied

Approval Date Approval Expiration Extension to  Additional Sheets Attached  
 Condition Compliance signature date

Performance Guarantee  Required"  **Not Required**

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

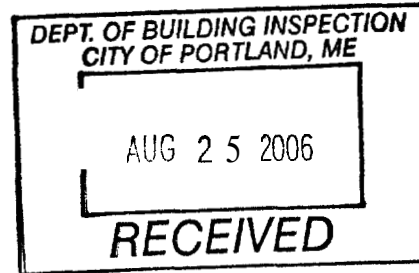
- |   |                      |  |                       |
|---|----------------------|--|-----------------------|
| <input type="checkbox"/> Performance Guarantee Accepted     | _____ date           | _____ amount                                       | _____ expiration date |
| <input type="checkbox"/> Inspection Fee Paid                | _____ date           | _____ amount                                       |                       |
| <input type="checkbox"/> Building Permit Issue              | _____ date           |  |                       |
| <input type="checkbox"/> Performance Guarantee Reduced      | _____ date           | _____ remaining balance                            | _____ signature       |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ date           | <input type="checkbox"/> Conditions (See Attached) | _____ expiration date |
| <input type="checkbox"/> Final Inspection                   | _____ date           | _____ signature                                    |                       |
| <input type="checkbox"/> Certificate Of Occupancy           | _____ date           |  |                       |
| <input type="checkbox"/> performance Guarantee Released     | _____ date           | _____ signature                                    |                       |
| <input type="checkbox"/> Defect Guarantee Submitted         | _____ submitted date | _____ amount                                       | _____ expiration date |
| <input type="checkbox"/> Defect Guarantee Released          | _____ date           | _____ signature                                    |                       |



**BACK BAY BOUNDARY, INC.**  
LAND SURVEYING

August 22, 2006

Shukria **Wiar**  
City of Portland Planner  
389 Congress Street  
Portland, Maine 04101



RE: Your letter dated August 2, 2006 in regard to 37 Inverness Street Portland (ID#2206-0130) CBL #168 F008001.

Dear Shukria:

In response to your letter and as an accompaniment to the enclosed plans I would like to explain the changes we made to our plan.

1. The land is not being subdivided. This is a simple lot split from the adjoining parcel.
2. Our plans have been scaled to reflect a 1" = 20' scale.
3. The paved portions of existing and proposed pavement have been shaded for clear depiction.
4. We are requesting a sidewalk and curb waiver for this project as there are no curbs or sidewalks in the entire neighborhood.
5. We are requesting a ~~street tree~~ waiver for 2 of the required 4 street trees along the street. The existing 30" ash tree covers the majority of the front yard. We are prepared to plant one tree as **we show** on the plan. We are also prepared to donate the cost of two more trees to the city's tree **fund** should that be appropriate.
6. The roof pitch of 7:12 **will** be denoted on the building plans.
7. There will be no catch basins on this site. The existing topography supports the historical rainfall for this site. As we are maintaining the rear yard in its natural state we **do** not anticipate a runoff problem.

(207)774-2855

643 Forest Avenue Portland, Maine 04101  
Email ~[Backbayboundary@cs.com](mailto:Backbayboundary@cs.com)

Fax (207)347-4346

[www.Backbayboundary.com](http://www.Backbayboundary.com)



**BACK BAY BOUNDARY, INC.**  
LAND SURVEYING

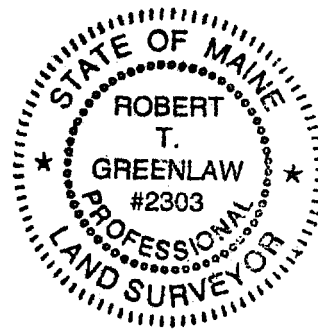
8. The electric line will be installed underground as shown on the revised plans.
9. We have altered the driveways to reflect the desired width of proposed driveways while maintaining a 5-foot setback from the property line for the first 50 –feet. We hope the design will appease both requirements.

Please contact me directly should you have any further questions or comments.

Sincerely,



Robert T. Greenlaw, PLS  
Back Bay Boundary Inc.



(207) 774-2855

643 Forest Avenue Portland, Maine 04101  
Email [~Backbayboundary@cs.com](mailto:~Backbayboundary@cs.com)

Fax (207) 347-4346

[www.Backbayboundary.com](http://www.Backbayboundary.com)



# PORTLAND MAINE

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

Planning and Development Department  
Lee D. Urban, Director

Planning Division  
Alexander Jaegerman, Director

Michael Michaud  
Lefevre Michaud, Inc  
200 Riverside Industrial Parkway  
Portland, ME 04102

September 14, 2006

RE: Application for Minor Site Plan, 37 Inverness Street  
(CBL#168 F008001) (ID#2006-0130)

Dear **Mr.** Michaud:

On September 14, 2006, the Portland Planning Authority granted minor site plan approval for the construction of a duplex in the vicinity of #37 Inverness Street, with the following conditions:

1. *A Sewer capacity letter shall be obtained from the City's Wastewater Division. A Copy of the capacity letter shall be submitted to the planning division prior to issuance of building permit.*
2. *In lieu of street trees, one existing 30" Maple tree to remain on the front setback and four existing 12" Whitepine trees to remain at the southwest side setback.*

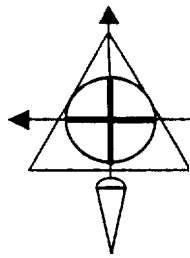
The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Please note the following provisions and requirements for all site plan approvals:

1. Where submission drawings are available in electronic form, the applicant shall submit any available electronic Autocad files (\*.dwg), release 14 or greater, with seven (7) sets of the final plans.
2. A performance guarantee covering the site improvements as well as an inspection fee payment of 2.0% of the guarantee amount and 7 final sets of plans must be submitted to and approved by the Planning Division and Public Works prior to the release of the building permit. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.
3. The site plan approval will be deemed to have expired unless work in the development has commenced within one (1) year of the approval or within a time period agreed upon

**From:** Marge Schmuckal  
**To:** Shukria Wiar  
**Date:** 9/13/2006 2:51:30 PM  
**Subject:** 29-33 Inverness St - Duplex

Shukria,  
I can't add a zoning field to the site plan sign off. So this is just a note that the zoning is now ok with today's receipt of a revised plot plan showing that the parking requirements are being met.  
Marge



# BACK BAY BOUNDARY, INC

LAND SURVEYING

Company: CITY OF PORTLAND	From: Bob GREENLAW
Attention: MARGE S.	Date: 09-13-2006
Fax #	

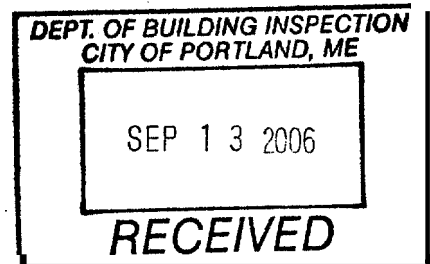
Pages including Fax Cover Page: 2

Comments:

MARGE, I WAS TOLD THAT THE  
S' SETBACK ONLY NEEDED TO BE  
FOR THE FIRST 50' FROM THE STREET

I HAVE CHANGED THE PLAN ONCE  
AGREED TO REFLECT A 9' DRIVEWAY  
TO THE REAR.

Bob GREENLAW



(207) 774-2855

643 Forest Ave. Portland, Maine 04 101

Fax. (207) 347-4346

Email - [Backbayboundary@cs.com](mailto:Backbayboundary@cs.com)

[www.Backbayboundary.com](http://www.Backbayboundary.com)

Applicant: Le Eric Michaud, Jr  
(Mike Michaud)

Date: 7/25/06

Address: 27-33 Inverness (split from 37 Inverness)

C-B-L: 165-F  
perm. # 06-1035

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R5

Interior or corner lot -

Proposed Use/Work - build 2 story duplex (36' x 32')

Sewage Disposal - city

Lot Street Frontage - 50' min. - 65.15 given

Front Yard - 20' ~~front~~ req. 21' to house (scaled)

Rear Yard - 20' min. 33' 17' to front entry (scaled) OK per section 14-425 3' in yard total of 30'

Side Yard - 2 story 12' - 13.5 on right  
14.75 on left

Projections - 2 10' x 10' decks - bulkhead 5 x 5.2 - front entry 4 x 10

Width of Lot - 60' min. - 65' scaled

Height - 35' max - 24' scaled

Lot Area - 6,000 sq ft min. - 6009 sq ft

Lot Coverage/ Impervious Surface - 40% = 2403.6

Area per Family - 3,000 sq ft (for single or duplex)

Off-street Parking - 4 spaces required - 4 spaces shown

Loading Bays - N/A

Site Plan - minor 2006-0130

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 7 - zone X

36' x 32' = 1152  
10 x 10 = 100  
10 x 10 = 100  
5 x 5.2 = 26  
4 x 10 = 40

OK

1418

From: Ann Machado  
To: Penny Littell  
Date: 7/31/2006 1:44:21 AM  
Subject: Re: 37 Inverness Street (168 F008)

The house on the grantor parcel was built in 1953, so I guess it is not a subdivision. Thanks.

Ann

>>> Penny Littell 7/31/2006 2:22:31 AM >>>

This is a tough legal issue. The courts have never specifically addressed whether, in fact, such combination of "divisions" would constitute a subdivision. Typically, a subdivision requires 3 lots, 3 units or 3 buildings.

What is the status of the grantor parcel? is there a house on it? How old is the house?

If the grantor parcel has a house older than the original 2002 conveyance, then I would say this would not be a subdivision.

>>> Ann Machado 7/31/2006 8:58:23 AM >>>

Penny -

I have a question for you whether this constitutes subdivision. Margaret Ferraro bought the property and house at 37 Inverness Street on July 15, 2002. She split the lot on April 15, 2006. LeFevre Michaud, Inc bought the vacant lot and supposedly closed on it on July 28, 2006. They have a permit in to build a duplex on the property. The lot was only split in two but with a duplex going up on the newly created lot, does that constitute subdivision?

Thanks, Ann

CC: Marge Schmuckal

Doc#: 23889 Bk:23880 Pg: 64

### QUITCLAIM DEED

Margaret R Ferraro, of 37 Inverness Street, Portland, Maine 04103, for consideration paid, grants to Margaret R. Ferraro, whose mailing address is 37 Inverness Street, Portland, Maine 04103, with QUITCLAIM COVENANTS, the following described real estate in the Town of Portland, County of Cumberland, and State of Maine:

See Exhibit A attached hereto and incorporated herein

Also conveying all rights, easements, **privileges**, and appurtenances, belonging to the ~~promise hereinabove described.~~

IN WITNESS WHEREOF, Margaret R. Ferraro has set her hand and seal this 15 day of April, 2006.

*Kelly J. Couture*  
Witness

*Margaret Ferraro*  
Margaret R. Ferraro

State of Maine  
County of Cumberland, ss.

April 15, 2006.

Personally appeared before me Margaret R. Ferraro and acknowledged the foregoing instrument to be her free act and deed,

Before me,

*Ryan Nadau*  
Notary Public/Attorney at Law  
Notary Please Print Name: *Ryan Nadau*  
My Commission Expires:

**RYAN NADEAU**  
Notary Public, Maine  
My Commission Expires October 26, 2011

SEAL

Doc#: 23889 Bk:23880 Pa: 65

## EXHIBIT A

**A certain lot or parcel of land, with any improvements thereon, situated on Inverness Street in the City of Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:**

Thence turning and running **S 36°42'37" E along land** now or formerly of one Flint a distance of **Ninety-two and 94/100 (92.94')** feet to a **1/8" Rod with Cap #1 172;**

Thence turning and running **N 53°45'47" E along land** now or formerly of one Fasulo a distance of **Forty-Nine and 98/100 (49.98')** feet to a point;

Thence continuing **N 53°45'47" E a distance of Fifteen and 15/100 (15.15')** feet to a point on the most **southwesterly corner** of other land of said Ferraro;

Thence turning at a **ninety degree angle** and running northwesterly along the said other land of Ferraro a distance of **Ninety-One and 62/100 (91.62')** feet to the point of beginning.

Reference is hereby made to a plan entitled "**Plan Showing a Standard Boundary Survey Made for Margaret Ferraro, 37 Inverness Street, Portland, Maine**" made by Daniel J. Dalfonso, LLC, Land Surveyor, dated October 4, 2005. Said above-described parcel is depicted as "**Proposed Lot**" on said Plan.

Reference is hereby also made to a plan entitled "**Plan of Land of Fred S. Jordan**," said Plan being recorded in the **Cumberland County Registry of Deeds in Plan Book 10, Page 9**. Said above-described parcel is **Lot No. 76, and a portion of Lot No. 75** on said Plan.

Being a portion of the premises conveyed to **Margaret R. Ferraro** by virtue of a **Warranty Deed** from **Gloria I. Miranda** dated **July 15, 2002** and recorded in the **Cumberland County Registry of Deeds in Book 27846, Page 242,**

Received  
Recorded Register of Deeds  
Apr 24, 2006 12:53:05P  
Cumberland County  
John E O'Brien



# PURCHASE AND SALE AGREEMENT - LAND ONLY

June 7, 2006

June 9, 2006 Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between **LeFevre Michaud, Inc.**

("Buyer") and

**Margaret R. Ferraro**

("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ( all  part of; If "part of" see para. 22 for explanation) the property situated in municipality of **Portland** county of **Cumberland**, State of Maine, located at **37 Inverness St.** and described in deed(s) recorded at said County's Registry of Deeds Book(s) **17846**, Page(s) **242**

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ **80,000.00**. Buyer  has made; or  will make within **1** business days of the date of this offer, a deposit of earnest money in the amount \$ **500.00**. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ **n/a** will be paid **n/a**. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: **Keller Williams Realty** ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until **June 8, 2006** (date) **10:00**  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to over reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on **July 28, 2006** (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a **warranty** deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the Same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other **none**). Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

2006

Page 1 of 4 - P&S-LO

Buyer(s) Initials **MM**

Seller(s) Initials **LMF**

Keller Williams Realty 49 Dartmouth Street, Portland ME 04101  
Phone: (207) 771-0926

Fax: (207) 879-9801

Mike Michaud

LeFevre Michaud

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's **Property** Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not pari of this Agreement.

11. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

ent makes no warranties regarding the condition, **permitted** use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: <b>verify with the town the size of the building envelope &amp; driveway requirement</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	seller	seller
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONMG VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: **none**

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be **returned** to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's **own** opinion as to the condition of the property.

12. **FINANCING:** This Agreement  is  is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a n/a loan of n/a % of the purchase price, at an interest rate not to exceed n/a % and amortized over a period of n/a years.
  - b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within n/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
  - c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within n/a days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
  - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
  - e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
  - f. Buyer agrees to pay no more than n/a points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
  - g. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum  Yes  No.
  - h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

13. **AGENCY DISCLOSURE:** Buyer and Seller acknowledge they have been advised of the following relationships:

Nancy Field of Keller Williams Realty is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

n/a of n/a is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

14. **MEDIATION:** Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property covered in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

15. **DEFAULT** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

16. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. **ADDENDA:**  Yes Explain: \_\_\_\_\_  No

20. **EFFECTIVE DATE/NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within x days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

22. OTHER CONDITIONS: The property being conveyed is a portion of the deed Bk 17846 Pg 242 as shown on a survey supplied by the seller. The property (vacant lot) consists of approx. 6,040 sq ft.

Buyer Mike Michaud of LeFevre Michaud, Inc. is a licensed real estate agent in the State of Maine. His license is with Keller Williams Realty, however Keller Williams Realty has nothing to do with the buy side of this transaction and no buyer agent fee is due.

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services..

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is 200 Riverside Industrial Parkway, Portland, ME 04103

[Signature] 6/7/06 BUYER DATE BUYER DATE  
LeFevre Michaud, Inc.

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 37 Inverness Street, Portland, ME 04104

Margaret R. Ferraro 6/9/06 SELLER DATE SELLER DATE  
Margaret R. Ferraro

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

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

EXTENSION: The time for the performance of this Agreement is extended until \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_



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>	168 F008001
<b>Location</b>	37 INVERNESS ST
<b>Land Use</b>	SINGLE FAMILY
<b>Owner Address</b>	FERRARO MARGARET R 37 INVERNESS ST PORTLAND ME 04103
<b>Book/Page</b>	17846/242
<b>Legal</b>	168-F-8-9-10 INVERNESS ST 29-39 SHERWOOD ST 282-288 13797 SF

**Current Assessed Valuation For Fiscal Year 2006**

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$56,410	\$86,680	\$143,090

**Estimated Assessed Valuation For Fiscal Year 2007\***

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$74,700	\$111,200	\$185,900

\* Value subject to change based upon review of property status as of 4/1/06. The tax rate will be determined by City Council in May 2006.

**Property Information**

<b>Year Built</b> 1953	<b>Style</b> Cape	<b>Story Height</b> 1	<b>Sq. Ft.</b> 1080	<b>Total Acres</b> 0.317		
<b>Bedrooms</b> 3	<b>Full Baths</b> 1	<b>Half Baths</b>	<b>Total Rooms</b> 6	<b>Attic</b> Unfin	<b>Basement</b> 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> 07/01/2002	<b>Type</b> LAND + BLDING	<b>Price</b> \$165,200	<b>Book/Page</b> 17846-242
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**Picture and Sketch**

<b>Picture</b>	<b>Sketch</b>	<b>Tax Map</b>
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[Click here](#) to view Tax Roll Information.



# 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*

February 24, 2006

Margaret Ferraro  
37 Inverness Street  
Portland, ME 04103

RE: 37 Inverness Street – 168-F-8, 9, 10 (the Property) – R-5 Zone

Dear Margaret,

I am in receipt of your request to determine whether the Property can be divided into two separate parcels as proposed on the survey submitted prepared by Daniel J. Dalfonso, land surveyor and dated 10-04-05.

I have reviewed the submitted sketch proposing a devising line for the Property. The Property is located within a R-5 residential zone. I believe there to be an error in the remaining lot size for the existing house, The submitted sketch is labeled 70086 square feet for the remaining lot. That is impossible based on the original lot size for the Property that the assessors show to be 13,797 square feet. For purposes of determining compliance with the R-5 zone, I used 7,086 square feet which I believe is still undersized. Using this undersized figure, the remaining lot with the house would meet the maximum lot coverage requirements of 40 %. This lot coverage was based upon the written-in note stating that the entire garage (not the attached mudroom/breezeway) would be removed.

Based upon Daniel Dalfonso's survey sketch submitted with notes, the resulting side setback from the new property line for the existing house after the garage is removed will be ten (10) feet. I have been told that the existing structure is a single story and not a two story. Based upon that information the 10 foot setback is allowable under the R-5 zone.

Based upon all of the above assumptions, the Property would be able to be dividable as proposed, If there are any changes to the assumptions used, this office should be notified. Such changes could affect the proposed division of lot and buildability of the new lot.

Please note that this determination is not a guarantee to build. A permit application with all the required information must be submitted for a full review of the proposed development. At that time a full and accurate, originally stamped survey of the old and new lots shall be provided.

If you have any questions, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Marge Schmuckal". The signature is fluid and cursive, with the first name "Marge" written in a larger, more prominent script than the last name "Schmuckal".

Marge Schmuckal  
Zoning Administrator

Cc: file

**CITY OF PORTLAND, MAINE  
DEVELOPMENT REVIEW APPLICATION  
PLANNING DEPARTMENT PROCESSING FORM  
Zoning Copy**

**2006-0130**

Application I. D. Number

**711712006**

Application Date

**Duplex**

Project Name/Description

Lefevre Michaud Inc

Applicant

**200 Riverside Ind Pky , Portland, ME 04102**

Applicant's Mailing Address

Consultant/Agent

Applicant Ph: **(207) 831-7427** Agent Fax:

Applicant or Agent Daytime Telephone, Fax

**37 - 37 Inverness St, Portland, Maine**

Address of Proposed Site

**168 F008001 - 9 & 10**

Assessor's Reference: dart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units \_\_\_\_\_ Acreage of Site \_\_\_\_\_ Zoning **R5**

Check Review Required:

- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                       | <input type="checkbox"/> Shoreland                   | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance             | <input type="checkbox"/> Other _____           |  |

Fees Paid: Site Pla **\$400.00** Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date **7/17/2006**

**Zoning Approval Status:**

Reviewer Margaret S. - DMAP.

- Approved**  Approved w/Conditions See Attached  Denied

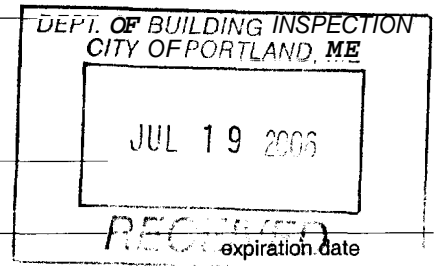
Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

Performance Guarantee  Required\*  Not Required

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

- |   |                            |  |                             |
|---|----------------------------|--|-----------------------------|
| <input type="checkbox"/> Performance Guarantee Accepted     | _____ date _____           | _____ amount _____                                 | _____ expiration date _____ |
| <input type="checkbox"/> Inspection Fee Paid                | _____ date _____           | _____ amount _____                                 |                             |
| <input type="checkbox"/> Building Permit Issue              | _____ date _____           |  |                             |
| <input type="checkbox"/> Performance Guarantee Reduced      | _____ date _____           | _____ remaining balance _____                      | _____ signature _____       |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____ date _____           | <input type="checkbox"/> Conditions (See Attached) | _____ expiration date _____ |
| <input type="checkbox"/> Final Inspection                   | _____ date _____           | _____ signature _____                              |                             |
| <input type="checkbox"/> Certificate Of Occupancy           | _____ date _____           | _____ signature _____                              |                             |
| <input type="checkbox"/> Performance Guarantee Released     | _____ date _____           | _____ amount _____                                 | _____ expiration date _____ |
| <input type="checkbox"/> Defect Guarantee Submitted         | _____ submitted date _____ | _____ amount _____                                 |                             |
| <input type="checkbox"/> Defect Guarantee Released          | _____ date _____           | _____ signature _____                              |                             |





From: Marge Schmuckal  
To: Sarah Hopkins  
Date: 7/19/2006 12:55:37 PM  
Subject: 37 Inverness Street - new site plan - #2006-0130

Sarah,

On 7/19/06 I received a site plan application for a lot division and proposal to construct a duplex on the newly created lot.

I can not review for compliance of zoning using the submitted plans because they are not to scale. My plans have been reduced. My quick look also shows that four parking spaces are not being shown on the submittal. The new drawings shall show four parking spaces, two spaces per dwelling unit, as required.

I will await new plans.

Marge

\* Lot is between #27 and #37 Inverness  
 No street # has been assigned

# City of Portland Site Plan Application

If you or the property owner owe real estate taxes, personal property taxes or user charges on any property within the City of Portland, payment arrangements must be made before permit applications can be received by the Inspections Division.

Total Square Footage of Proposed Structure: <b>2304</b>	Square Footage of Lot: <b>6009</b>
Tax Assessor's Chart, Block & Lot: <b>PART OF</b>	Property owner's mailing address: <i>(Current owner until 7/28/06)</i>
<b>168 F 8-9-10</b>	<b>37 Inverness St Portland ME 04103</b>
Telephone #:	
Consultant/Agent, mailing address, phone # & contact person: <b>New owner as of 7/28/06</b> <b>LEFEVRE Michaud Inc.</b> <b>200 Riverside Ind Pkwy</b> <b>Portland, Maine</b>	Applicant's name, mailing address, telephone #/Fax#/Pager#: <b>LEFEVRE Michaud Inc.</b> <b>200 Riverside Ind Pkwy</b> <b>Portland, ME</b> <b>207-831-7427</b>
	Project name: <b>LEFEVRE Michaud Duplex</b>
<b>Fee For Service Deposit (all applications)</b> <input checked="" type="checkbox"/> (\$200.00)	
<b>Proposed Development (check all that apply)</b> <input checked="" type="checkbox"/> New Building    ___ Building Addition    ___ Change of Use <input checked="" type="checkbox"/> Residential    ___ Office    ___ Retail ___ Manufacturing    ___ Warehouse/Distribution    ___ Parking lot ___ Subdivision (\$500.00)+ amount of lots ___ (\$25.00 per lot) \$ _____ + major site plan fee if applicable ___ Site Location of Development (\$3,000.00) (except for residential projects which shall be \$200.00 per lot _____ ) ___ Traffic Movement (\$1,000.00)    ___ Stormwater Quality (\$250.00) ___ Section 14-403 Review (\$400.00+ \$25.00 per lot) ___ Other _____	
<b>Major Development (more than 10,000 sq. ft.)</b> ___ Under 50,000 sq. ft. (\$500.00) ___ 50,000 - 100,000 sq. ft. (\$1,000.00) ___ Parking Lots over 100 spaces (\$1,000.00) ___ 100,000 - 200,000 sq. ft. (\$2,000.00) ___ 200,000 - 300,000 sq. ft. (\$3,000.00) ___ Over 300,000 sq. ft. (\$5,000.00) ___ After-the-fact Review (\$1,000.00 + applicable application fee)	
- Please see next page -	

Minor Site Plan Review

Less than 10,000 sq. ft. (\$400.00)

After-the-fact Review (\$1,000.00 + applicable application fee)

Plan Amendments

Planning Staff Review (\$250.00)

Planning Board Review (\$500.00)

Who billing will be sent to: (Company, Contact Person, Address, Phone#)

LEFEVRE Michard Inc  
200 Riverside Ind Pkwy  
Portland ME

Contact Mike Michard 831-7127  
OR  
Chris Lefevre 739-4300

Submittals shall include (9) separate folded packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans checklist
- d. 1 set of 11 x 17 plans

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)

**ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM**

Section 14-522 of the Zoning Ordinance outlines the process which is available on our web site: [portlandmaine.gov](http://portlandmaine.gov)

will be as of 7/28/06

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 of applicant: <i>M. Lefevre</i>	Date: 7/12/06
---	---------------

This application is for site review ONLY, a building Permit application and associated fees will be required prior to construction.

**LeFevre Michaud, Inc**  
200 Riverside Industrial Parkway  
Portland, Maine

July 12,2006

To Whom It May Concern:

Enclosed you will find our application for a proposed duplex located on Inveness St. We are currently under contract on the vacant lot and **are** scheduled to close on the **28<sup>th</sup>** of July, I have included the completed survey showing both the existing condition and the proposed development. You will also find a copy of the proposed building plans.

The current owner of this land is Margaret Ferraro whose **mailing** address is **37** Inverness St. Bob Greenlaw of **Back** Bay Boundary completed the plot plan. John Call of House Calls drew up the building plans and Hopkinson, Abbondanza & Backer created the legal description of the lot for Mrs. Ferraro.

The proposed dwelling is a **townhouse** style duplex **consisting** of **2,304** square feet of living space. Each unit will have 2 bedrooms, **1.5** baths and separate full basements. Each unit will have its own driveway and utilities will be separate for each.

We appreciate your time and consideration of this project. Please feel free to contact us if you have **any** questions.

Sincerely,



Mike Michaud

LeFevre Michaud, Inc.

[mmichaud@kw.com](mailto:mmichaud@kw.com)

**(207) 831-7427**

Doc#: 23889 Bk:23880 Pg: 64

### QUITCLAIM DEED

Margaret R Ferraro, of 37 Inverness Street, Portland, Maine 04103, for consideration paid, grants to Margaret R. Ferraro, whose mailing address is 37 Inverness Street, Portland, Maine 04103, with QUITCLAIM COVENANTS, the following described real estate in the Town of Portland, County of Cumberland, and State of Maine:

See Exhibit A attached hereto and incorporated herein

Also conveying all rights, easements, privileges, and appurtenances, belonging to the ~~promise hereinabove described.~~

IN WITNESS WHEREOF, Margaret R. Ferraro has set her hand and seal this 5 day of April, 2006.

Kelly J. Couture  
Witness

Margaret Ferraro  
Margaret R. Ferraro

State of Maine  
County of Cumberland, ss.

April 5, 2006.

Personally appeared before me Margaret R. Ferraro and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Ryan Nadeau  
Notary Public/Attorney at Law  
Notary Please Print Name: Ryan Nadeau  
My Commission Expires:

RYANNADEAU  
Notary Public, Maine  
My Commission Expires October 26, 2012

SEAL

Doc#: 23889 Bk:23880 Pg: 65

**EXHIBIT A**

A certain lot or parcel of land, with any improvements thereon, situated on Inverness Street in the City of Portland, County of Cumberland and State of Maine, more particularly bounded and described as follows:

distance of

a distance

point on the

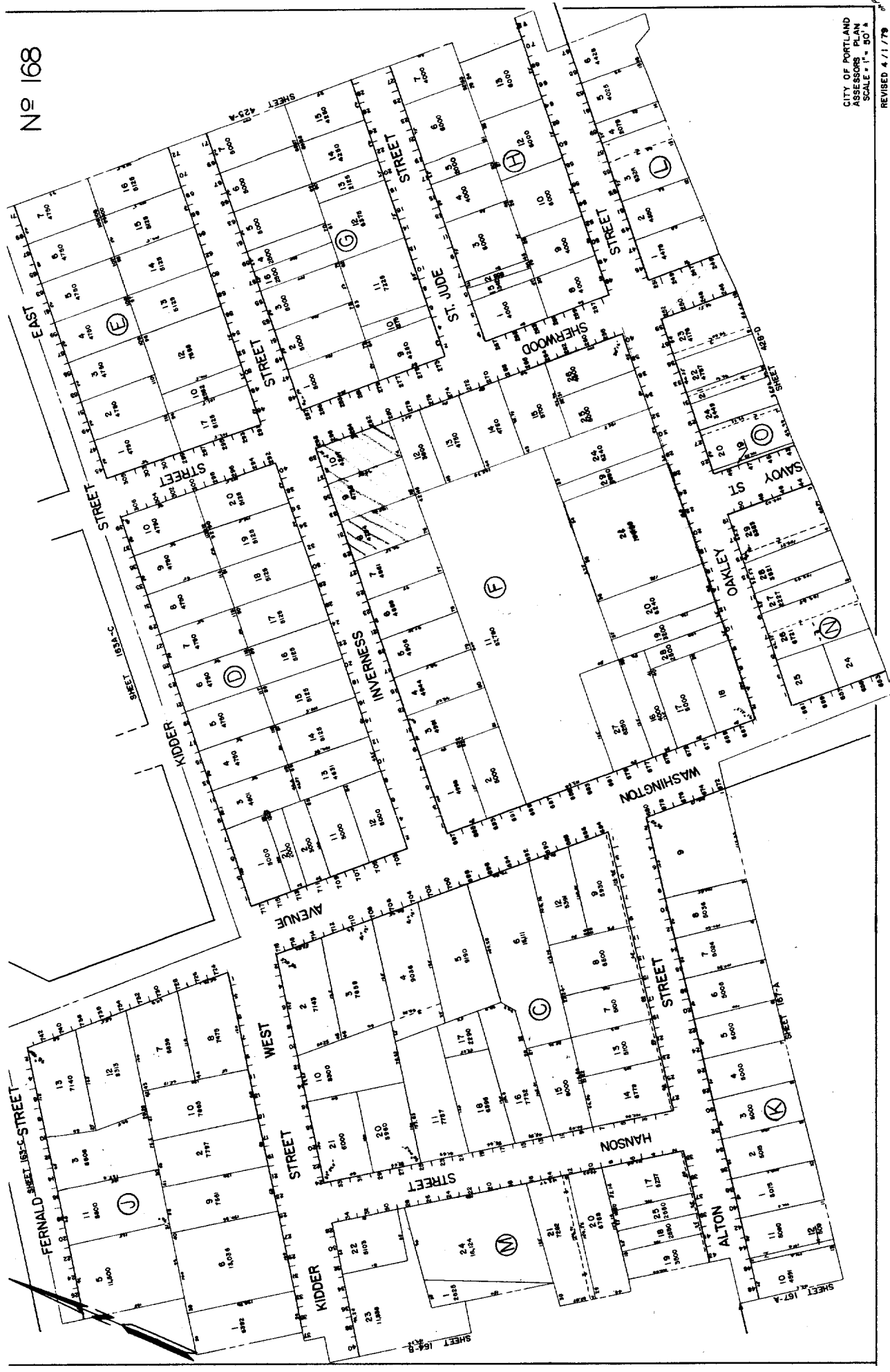
Thence turning at a ninety degree angle and running northwesterly along the said other land of Ferraro a distance of Ninety-One and 62/100 (91.62') feet to the point of beginning.

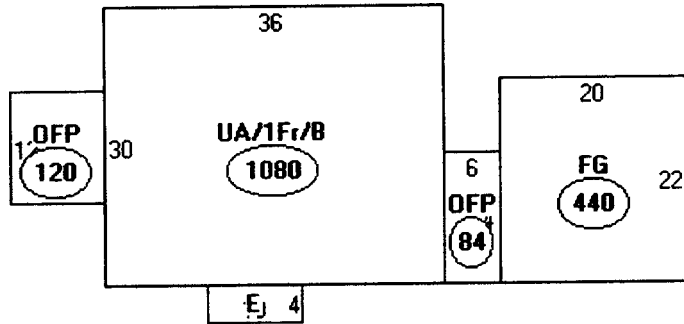
Reference is hereby made to a plan entitled "Plan Showing a Standard Boundary Survey Map for Margaret Ferraro, 37 Inverness Street, Portland, Maine" made by Daniel J. Dalfonso, LL.M., Land Surveyor, dated October 4, 2005. Said above-described parcel is depicted as "Proposed Lot" on said Plan.

Reference is hereby also made to a plan entitled "Plan of Land of Fred S. Jordan," said Plan being recorded in the Cumberland County Registry of Deeds in Plan Book 10, Page 9. Said above-described parcel is Lot No. 76, and a portion of Lot No. 75 on said Plan.

Being a portion of the premises conveyed to Margaret R. Ferraro by virtue of a Warranty Deed from Gloria J. Miranda dated July 15, 2002 and recorded in the Cumberland County Registry of Deeds in Book 27846, Page 242.

Received  
Recorded Register of Deeds  
Apr 24, 2006 12:53:05P  
Cumberland County  
John B O'Brien





Descriptor/Area

A:UA/1Fr/B  
1080 sqft

B: OFF  
120 sqft

C: OFF  
84 sqft

D:FG  
440 sqft

E: OFF  
40 sqft





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>	168 F008001
<b>Location</b>	37 INVERNESS ST
<b>Land Use</b>	SINGLE FAMILY
<b>Owner Address</b>	FERRARO MARGARET R 37 INVERNESS ST PORTLAND ME 04103
<b>Book/Page</b>	17846/242
<b>Legal</b>	168-F-8-9-10 INVERNESS ST 29-39 SHERWOOD ST 282-288 13797 SF

**Current Assessed Valuation For Fiscal Year 2006**

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$56,410	\$86,680	\$143,090

**Estimated Assessed Valuation For Fiscal Year 2007\***

<b>Land</b>	<b>Building</b>	<b>Total</b>
\$74,700	\$111,200	\$185,900

\* Value subject to change based upon review of property status as of 4/1/06. The tax rate will be determined by City Council in May 2006.

**Property Information**

<b>Year Built</b> 1953	<b>Style</b> Cape	<b>Story Height</b> 1	<b>sq. Ft.</b> 1080	<b>Total Acres</b> 0.317		
<b>Bedrooms</b> 3	<b>Full Baths</b> 1	<b>Half Baths</b>	<b>Total Rooms</b> 6	<b>Attic</b> Unfin	<b>Basement</b> Full	

**Outbuildings**

<b>Type</b>	<b>Quantity</b>	<b>Year Built</b>	<b>Size</b>	<b>Grade</b>	<b>Condition</b>
-------------	-----------------	-------------------	-------------	--------------	------------------

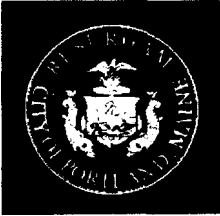
**Sales Information**

<b>Date</b> 07/01/2002	<b>Type</b> LAND + BLDING	<b>Price</b> \$165,200	<b>Book/Page</b> 17846-242
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**Picture and Sketch**

<b>Picture</b>	<b>Sketch</b>	<b>Tax Map</b>
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[Click here to view Tax Roll Information.](#)



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

February **24,2006**

Margaret Ferraro  
37 Inverness Street  
Portland, ME **04103**

**RE:** 37 Inverness Street – 168-F-8, 9, 10 (the Property)– **R-5** Zone

Dear Margaret,

I **am** in receipt of your request to determine whether the Property can be divided into two separate parcels **as** proposed on the survey submitted prepared by Daniel J. Dalfonso, land surveyor and dated **10-04-05**.

I have reviewed the submitted sketch proposing a devising line for the Property. The Property is located within a **R-5** residential zone. I believe there to be an error in the remaining lot size for the existing house. The submitted sketch is labeled **70086** square feet for the remaining lot. That is impossible based on the original lot size for the Property that the assessors show to be **13,797** square feet. For purposes of determining compliance with the **R-5** zone, I used **7,086** square feet which I believe is still undersized. Using this undersized figure, the remaining lot with the house would meet the maximum lot coverage requirements of **40 %**. This lot coverage was based upon the written-in note stating that the entire garage (not the attached mudroom/breezeway) would be removed.

Based upon Daniel Dalfonso's survey sketch submitted with notes, the resulting side setback **from** the new property line for the existing house after the garage is removed will be ten (**10**) feet. I have been told that the existing structure is a single story and not a two story. Based upon that information the **10** foot setback is allowable under the **R-5** zone.

Based upon all of the above assumptions, the Property would be able to be dividable **as** proposed. If there are any changes to the assumptions used, this office should be notified. Such changes could affect the proposed division of lot and buildability of the new lot.

Please note that this determination is not a guarantee to build. A permit application with all the required information must be submitted for a full review of the proposed development. At that time a full and accurate ,originally stamped survey of the old and new lots shall be provided.

**If you have any questions, please do not hesitate to contact this office.**

**Very truly yours,**

**Marge Schmuckal  
Zoning Administrator**

**Cc: file**