

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

Planning Copy

2004-0141

Application I. D. Number

7/6/04

Application Date

Single Family

Project Name/Description

**RECEIVED AUG 11 2004**

*Site Plan*  
*list*  
Applicant: Jennifer L  
1 Tamarack Cir, Gorham, ME 04038  
Applicant's Mailing Address

Holm Ave, Portland, Maine

Address of Proposed Site

272 K001001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph: Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):

- New Building    Building Addition    Change Of Use    Residential    Office    Retail  
 Manufacturing    Warehouse/Distribution    Parking Lot    Other (specify) \_\_\_\_\_

1100 sq ft

Proposed Building square Feet or # of Units

7740 sq ft

Acreage of Site

Zoning

**Check Review Required:**

- Site Plan (major/minor)    Subdivision # of lots \_\_\_\_\_    PAD Review    14-403 Streets Review  
 Flood Hazard    Shoreland    Historic Preservation    DEP Local Certification  
 Zoning Conditional Use (ZBA/PB)    Zoning Variance    Other \_\_\_\_\_

Fees Paid: Site Plan \_\_\_\_\_ Subdivision \_\_\_\_\_ Engineer Review \_\_\_\_\_ Date: \_\_\_\_\_

**Planning Approval Status:**

- Approved    Approved w/Conditions See Attached    Denied

Reviewer *By Reynolds*

Approval Date *9-30-04*

Approval Expiration \_\_\_\_\_

Extension to \_\_\_\_\_

Additional Sheets Attached

OK to Issue Building Permit

*By Reynolds*  
signature

*9-30-04*  
date

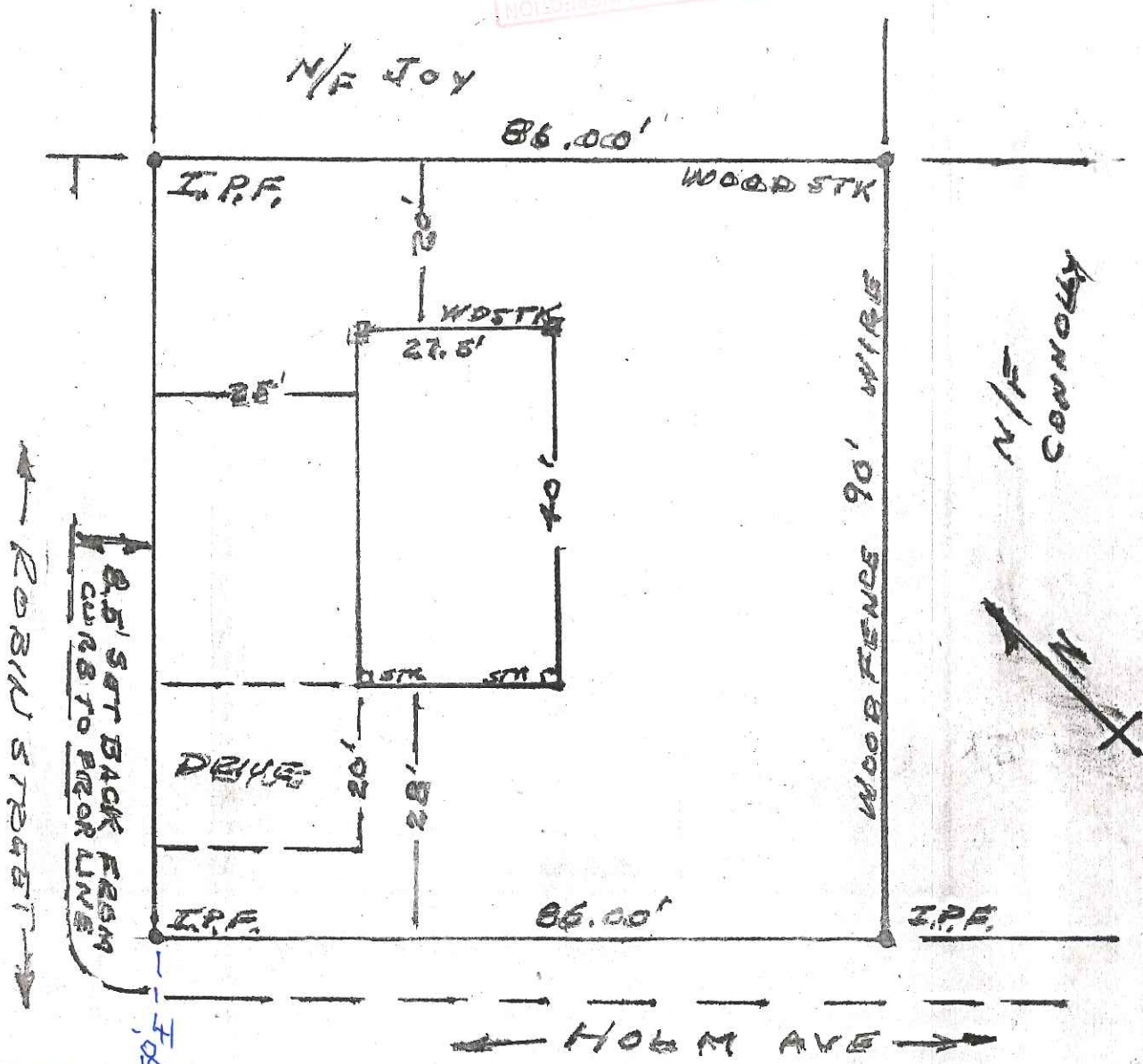
Performance Guarantee

Required\*

Not Required

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

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



N/F CONNOLLY

ROBIN STREET

8.5' SET BACK FROM CURBS TO PEGOR LINES

ONLY UTILITY POLE

PROPERTY OF JENNIFER L. MCKENNA  
 CORNER OF HOLM AVE & ROBIN STREET  
 PORTLAND, MAINE  
 LOTS 239, 240, + PART OF 241  
 RECORDED PLAN OF PORTLAND GARDEN 1912  
 SCALE 1" = 20', G. BATES #209



# Purchase and Sale Modular Home Contract

“Owner”

Paul McKenna

Jennifer McKenna

41 Tamarack Circle

Gorham, Me

(207) 839-2538

“Residential Builder / Distributor”

Country Lane Homes

P.O. Box 444

Auburn, Maine 04212-0444

(207) 786-3111

Physical location: 1211 Sabattus St.,

Lewiston, Maine

## Section One: Structure and Site

Residential Builder / Distributor shall furnish the modular home specified in the attached plans together with all materials and labor necessary to assemble said modular home upon the following described property “Site”: Robin St. Portland, Me

## Section Two: Plans

Residential Builder / Distributor shall order said modular home from the manufacturer in conformance with the plans, specifications, and breakdown initialed by the Residential Builder / Distributor and Owner. Residential Builder / Distributor is not responsible for furnishing improvements other than the structure, such as foundation, well, landscaping, grading, walkways, painting, heating systems, sewer systems, water systems, stairways, steps, decks, driveways, patios, aprons, etc. unless they are specifically stated in the breakdown.

## Section Three: Payment

Owner shall pay Residential Builder / Distributor Five Thousand dollars (\$ 5,000) upon signing of this agreement. The Owner shall pay Residential Builder / Distributor the remaining balance due less fifteen hundred dollars (\$1,500) to complete finish work, upon the date of delivery to the site and prior to affixing said modular home to the real estate described in section one. If payment is not made, all scheduled work will cease and Residential Builder / Distributor reserves the right to charge Owner any fee’s associated with rescheduling, including associated interest and work scheduled on delivery day i.e. set crew, crane, transportation, etc.

## Section Four: Preparation of Site and Boundaries

- A. Prior to the start of construction, Owner shall provide a clear, accessible building site, properly excavated and correctly zoned for the structure, and shall identify the boundaries of Owner’s property by stakes at all corners. Owner shall maintain such stakes in proper position throughout construction.
- B. If Owner cannot obtain a building permit within 10 days of the effective date of this agreement, the Residential Builder / Distributor may decline this agreement of no further force or effect.

## Section Five: Utilities

Prior to the start of construction, Owner shall provide and maintain, at Owner’s sole expense, an all-weather roadway to the building site. Owner shall, at Owner’s expense connect permanent electrical service (including the installation of the weather head or mast kit, meter enclosure and wire attached to the structure into the electrical panel provided by the Manufacturer), gas service,

oil service, water service, sewer service or any utility service that is applicable, unless specifically included in the breakdown.

Section Six: Responsibility

- A. Residential Builder / Distributor shall not be responsible for claims arising out of improper placement of positioning of boundary stakes or house stakes, and for damage to existing walks, driveways, cesspools, septic tanks, sewer lines, shrubs, lawns, trees, telephone, and electric lines and other property incurred in performance of work or delivery or placement of the modular home, it's materials and individual components; nor shall Residential Builder / Distributor be responsible for damages to persons or property occasioned by Owner, or his/her agents, third parties, act of God or other causes beyond the Residential Builder / Distributor's control.
- B. Owner shall hold Residential Builder / Distributor completely harmless from and shall indemnify Residential Builder / Distributor for all cost, damage, losses, and expenses, including judgments and attorney fees, resulting from claims arising from causes stated in this section.

Section Seven: Possession

Owner shall not have possession of the modular home until such time as all payments or the other obligations required of Owner as set forth in this agreement have been fully paid by Owner, and a pre-occupancy walk through inspection is done with Residential Builder / Distributor and Owner. If possession of the modular home is taken by Owner before the obligations set forth in this agreement are met, without the written consent of the Residential Builder / Distributor, it shall be considered as acceptance of the modular home, by the Owner, as complete and satisfactory and the balance of the contract amount, whether for work completed or incomplete, shall become payable on demand.

Section Eight: Owner Financing

- A. Owner agrees to promptly complete the necessary requirements to obtain financing and to prepare the site for construction.
- B. In the event Owner has not secured acceptable financing and/or has not properly met the site preparation requirements, Owner agrees that the agreement price will be adjusted to the current list price in effect at the time of financing and lot preparation requirements are met.
- C. If the Owner's lending institution requires that all disbursements to independent third parties (earth contractors, well contractors, plumbing contractors, etc.) be routed, flowed or paid through one party, Residential Builder / Distributor agrees to be that party but assumes no responsibility to the validity of the payments nor the quality or completion of the work. All disbursements shall be payable to both the Residential Builder / Distributor and the Owner and the Owner's signature shall be sufficient evidence that the work being paid for is satisfactory to the Owner. Any agreement by the Residential Builder / Distributor under this section does not constitute the Residential Builder / Distributor as an agent, personal representative or general contractor for the Owner.

Section Nine: Governing Law

It is agreed that the laws of the State of Maine shall govern this agreement.

Initials *DM* *LM* *ser*

Section Ten: Resolution of Disputes

If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for the following:

- Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision

Section Eleven: Entire Agreement

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind proceeding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Section Twelve: Change Orders

Any alteration or deviation from the above contractual specifications that results in a revision of the contract price will be executed only upon the parties entering into a written change order.

Section Thirteen: Assignments of Rights

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any person, firm, corporation, or other entity without the prior express and written consent of the other party. Both Owner and Residential Builder / Distributor agree that this agreement is binding upon its heirs and personal representatives.

Section Fourteen: Time of the Essence

It is specifically declared and agreed that time is of the essence of this agreement. Estimated work start date is the date of this agreement. Estimated work completion date is October 29, 2004.

Each party to this agreement has caused it to be executed at the said Residential Builder / Distributor's place of business on the date indicated below.

Jennifer L McKenna  
Owner (Printed Name Here)

Paul McKenna  
Owner (Printed Name Here)

Jennifer L McKenna  
Owner (Signature Here)

[Signature]  
Owner (Signature Here)

Sandra E. Hickey  
Residential Builder / Distributor

By its Pres.

5/1/04  
Date

Initials J.M. [Signature] [Signature]

## Breakdown for Paul & Jennifer McKenna

**Manufacturer:** Oxford Homes

**Series:** Noreaster

**Style:** Finished Cape

**Model:** Bradbury

**Size:** 27'5" x 40'

Options in addition to standard Noreaster specifications:

- Wire and switch for future ceiling fan in LR
- New England safety switch for furnace
- Paint exterior doors inside and outside
- Optional angled kitchen island
- Stained pine doors, jambs, and trim throughout
- Icemaker in freezer
- 5' bifold doors on larger master bedroom closet
- Microwave spacemaker rangehood
- Oak rail on one side of stairs
- 42" stairs to second floor
- Archway to Family Room from foyer

Finish work included with setup of modular home:

- Delivery of modular home from Oxford Homes to Site
- Crane and set crew to place home onto existing foundation
- Lally columns supplied and installed per Oxford Homes prints
- Stairs to basement built using 2" x 10" treads and 2" x 4" handrails on each side
- Install remaining trim inside
- Seam carpeting inside
- Install exterior siding on gable ends
- One set of fiberglass steps with two rails at one exterior door
- All trash related to installation removed from site

Electrical work to be completed:

- Install meter trim on home with mast kit, connect meter trim to electrical panel provided by manufacturer, wire in furnace, install basement-ceiling lights, and install hardwired smoke detector in basement. Customer is responsible for having electric company install service and wires to the meter trim.

Plumbing & Heating & Mason work to be completed:

- Supply materials and labor to install Peerless cast iron boiler
- 275 gallon oil tank with fittings, piped to outside
- All domestic plumbing and heating connections
- Single flue mason chimney

Purchase price of home with above described Options, Finish & Electrical work: \$134,420.00

\*\*This price includes all applicable state sales tax.

WARRANTY:

PAUL BUNYAN BUYER PROTECTION PLAN  
COMPREHENSIVE ONE (1) YEAR AND TEN (10) DAY WORKMANSHIP WARRANTY  
RESIDENTIAL WARRANTY CORPORATION TEN (10) YEAR STRUCTURAL WARRANTY  
OWENS CORNING TWENTY-FIVE (25) YEAR SYSTEM ADVANTAGE ROOFING WARRANTY

FLOOR CONSTRUCTION:

2" X 10" FLOOR JOISTS 16" OC WITH SOLID WOOD BRIDGING  
TRUSS FLOOR SYSTEM IN BATH AREA ON SECOND FLOOR  
DOUBLE PERIMETER RIM JOISTS  
1" PLYWOOD FLOOR DECKING (TWO ½" LAYERS GLUED AND SCREWED) FIRST & SECOND FLOOR

WALL FRAMING:

8' SIDEWALL HEIGHT WITH FULL STUDS ON FIRST FLOOR  
90" SIDEWALL HEIGHT WITH FULL STUDS ON SECOND FLOOR  
2" X 6" EXTERIOR WALLS FRAMED 16" OC  
2" X 4" INTERIOR PARTITIONS FRAMED 16" OC  
7/16" OSB STRUCTURAL EXTERIOR WALL SHEATHING  
7/16" OSB MARRIAGE WALL SHEATHING  
DOUBLE 2" X 6" TOP PLATE

ROOF ASSEMBLY:

12/12 ROOF PITCH FRAMED 16" O.C. WITH 60 LB. ROOF LOAD  
8" CONTINUOUSLY VENTED EAVE OVERHANG & GABLE ENDS (26' WIDES)  
5" CONTINUOUSLY VENTED EAVE OVERHANG & GABLE ENDS (28' WIDES)  
WHITE GALVANIZED DRIP EDGE  
7/16" OSB ROOF SHEATHING  
15 lb. SHINGLE UNDERLAYMENT BY SEAL-TITE  
25 YEAR VENTSURE RIGID ROLL SHINGLE OVER RIDGE VENT BY OWENS CORNING  
SUPREME FIBERGLASS ROOF SHINGLES WITH 25 YEAR WARRANTY BY OWENS CORNING FASTENED  
WITH NAILS  
CHIMNEY CHASE PER FLOOR PLAN  
25 YEAR 36" WEATHERLOCK WATER PROOFING ICE & WATER SHIELD EAVE PROTECTION BY OWENS  
CORNING  
FULL SHED DORMER ON REAR ELEVATION  
TWO 7/12 PITCH "A" DORMERS ON FRONT ELEVATION

INSULATION:

PAUL BUNYAN SUPER ENERGY PACKAGE  
R-19 (6") KRAFT FACED FIBERGLASS EXTERIOR WALL PINK INSULATION BY OWENS CORNING  
R-38 (12") FIBERGLASS PINK INSULATION IN ROOF BY OWENS CORNING  
PINKWRAP HOUSEWRAP BY OWENS CORNING  
CENTER SEAL MARRIAGE LINE INSULATOR & VAPOR BARRIER

DOORS & WINDOWS:

DOUBLE 4" MAINSTREET VINYL SIDING WITH LIFETIME WARRANTY BY CERTAINTEED  
MATCHING J & SILL TRIM WHERE APPLICABLE  
6" VINYL FACIA  
MATCHING OUTSIDE CORNER POSTS  
SMOOTH STAR THERMA-TRU FIBERGLASS INSULATED 6 PANEL FRONT DOOR WITH 20 YEAR  
WARRANTY, SELF SEALING SILL, SOLID WOOD JAMB, SILL GUARD FLASHING SYSTEM, PAINTED  
TO MATCH SHUTTERS  
SMOOTH STAR THERMA-TRU FIBERGLAS INSULATED 9-LITE REAR DOOR WITH 20 YEAR WARRANTY,  
SELF SEALING SILL, SOLID WOOD JAMB, SILL GUARD FLASHING SYSTEM  
NON MASTERED POLISHED BRASS EXTERIOR LOCKSETS WITH LIFETIME WARRANTY BY YALE  
MAINE BEARICADE SINGLE HUNG, TILT CLEAN, SOLID VINYL WINDOWS WITH 7/8" LOW E HIGH  
PERFORMANCE INSULATED GLASS, GRIDS, & FIBERGLASS SCREENS BY WATERVILLE WINDOW  
COMPANY  
15" DELUXE LOUVERED SHUTTERS ON FRONT DOOR SIDE WITH COLOR COORDINATED SCREW CAPS  
FIXTURE MOUNTS ON ALL EXTERIOR LIGHTS, FAUCETS AND RECEPTACLES

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MOISTOP FLASHING SYSTEM AROUND DOORS AND WINDOWS

ELECTRICAL:

POLISHED BRASS EXTERIOR LIGHT AT EACH ENTRANCE  
WHITE TOGGLE LIGHT SWITCHES  
30 CIRCUIT 100 AMP OR 40 CIRCUIT 200 AMP UNDERSLUNG ELECTRICAL SERVICE  
SWITCHED RECEPTACLES IN EACH BEDROOM  
2-EXTERIOR GFI RECEPTACLES (ONE ON EACH SIDE OF THE HOUSE)  
ARC FAULT CIRCUIT INTERRUPTERS IN ALL BEDROOMS, LIVING ROOM, FAMILY ROOM AND DEN  
WHERE APPLICABLE  
BATTERY BACKUP ELECTRIC SMOKE DETECTORS IN EACH BEDROOM  
ENERGY SAVING GASKETS IN RECEPTACLES & SWITCHES ON EXTERIOR WALLS  
ELECTRIC DOOR CHIMES  
2--PHONE JACKS IN STANDARD LOCATIONS  
2--TV JACKS IN STANDARD LOCATIONS

PLUMBING:

STUBBED TYPE L COPPER SUPPLY PLUMBING WITH LEAD FREE SOLDER  
PVC DRAIN PLUMBING STUBBED THROUGH FLOOR  
EXTERIOR FROST FREE FAUCET  
PLUMB FOR RADON REDUCTION

HEATING:

STUBBED FOR HOT WATER BASEBOARD HEAT

INTERIOR FINISH:

5/8" FIRE RESISTANT-SMOOTH PAINTED CEILINGS THROUGHOUT  
SOLID OAK WINDOW SILLS IN NATURAL OR MID TONE FINISH  
PAINTED PINE INTERIOR DOOR JAMBS AND WINDOW CASINGS  
1/2" SMOOTH SHEETROCK, TAPED, JOINTED & 1 COAT OF DOVER WHITE PAINT AS PRIMER  
THROUGHOUT  
3 1/2" PAINTED PINE WHITE DELUXE COLONIAL BASE MOLDING  
2 1/2" FULL PROFILE PAINTED PINE WHITE COLONIAL WOOD MOLDING THROUGHOUT  
WHITE 6 PANEL COLONIAL INTERIOR DOORS WITH MORTISED STANLEY HINGES  
PASSAGE DOORS ON WARDROBES  
POLISHED BRASS INTERIOR PASSAGE & PRIVACY LOCKSETS WITH LIFETIME WARRANTY BY YALE  
POLISHED BRASS & GLASS OR WHITE DINING ROOM CHANDELIER  
WHITE CEILING LIGHTS WITH DECORATIVE GLASS GLOBES  
VENTED WIRE SHELVING IN WARDROBES & CLOSETS

KITCHEN:

OLDE NEW ENGLAND RAISED PANEL OAK CABINETS IN NATURAL OR MID TONE FINISH WITH OAK  
VENEER END PANELS  
ROLLER GUIDES ON ALL DRAWERS  
2 1/2" HEAVY CROWN MOLDING OVER CABINETS  
POLISHED BRASS CABINET HARDWARE  
CENTER SHELVES IN ALL CABINETS  
CONCEALED CABINET DOOR HINGES  
BASE LAZY SUSANS PER FLOOR PLAN  
RECESSED EYEBALL LIGHT OVER SINK  
DEEP STAINLESS DOUBLE BOWL OR DEEP STAINLESS VEGGIE SINK  
SIGNATURE SERIES CHROME SINGLE CONTROL FAUCET, CHROME SPRAY AND 9" SPOUT WITH  
LIFETIME WARRANTY BY DELTA  
POSTFORM COUNTERTOP BY FORMICA  
REFRIGERATOR OVERHEAD CABINETS  
SINK TIPOUTS  
PANTRY DOOR SHELVES WHERE APPLICABLE



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BATH:

OLDE NEW ENGLAND RAISED PANEL VANITIES IN NATURAL OR MID TONE FINISH WITH OAK VENEER  
END PANELS  
CHROME TOWEL & TISSUE HOLDERS IN ALL BATHS  
1.6 GAL. WATER SAVER VITREOUS CHINA FLUSH IN ALL BATHS  
ANTI-SCALD TUB FAUCETS WITH LIFETIME WARRANTY BY DELTA  
LAVATORY FAUCETS WITH LIFETIME WARRANTY BY DELTA  
BATH FAN/LIGHT COMBINATION IN ALL BATHS BY BROAN  
POSTFORM COUNTERTOPS BY FORMICA  
FRAMELESS MEDICINE CABINET WITH MIRROR LIGHT BAR IN ALL BATHS  
VITREOUS CHINA LAVATORIES WITH OVERFLOWS  
60" 1 pc. FIBERGLASS TUB  
ENCLOSURE DOOR ON ALL 3' AND NEO ANGLE SHOWERS  
CHROME RISERS ON FLUSHES  
BRASS/CHROME PRIVACY LOCKSETS WITH LIFETIME WARRANTY BY YALE  
CHROME CABINET HARDWARE

FLOOR COVERINGS:

29 OZ DASHING FHA, STAIN, FADE, & STATIC RESISTNT CARPET IN LIVING ROOM & ALL  
BEDROOMS WITH 10 YEAR WARRANTY BY SHAW INDUSTRIES  
6 LB 1/2" REBOND CARPET PAD WITH LIFETIME WARRANTY  
TACK STRIP CARPET INSTALLATION  
CONGOLEUM ARMORBRIGHT AND LEGACY RESILIENT NO WAX VINYL FLOORING

APPLIANCES:

30" ELECTRIC WHITE OR BISQUE RANGE WITH COLOR COORDINATED VISUALITE GLASS WINDOW BY  
FRIGIDAIRE  
18 CU.FT. DOUBLE DOOR FROST-FREE REFRIGERATOR BY FRIGIDAIRE  
FDB750RC POTSCRUBBER DISHWASHER BY FRIGIDAIRE  
DUAL SPEED POWER VENT/LIGHT COMBINATION KITCHEN RANGE HOOD BY BROAN  
WHITE VINYL LOUVERED EXTERIOR RANGE VENT

ALL DESCRIPTIVE REPRESENTATIONS CONTAINED IN THESE SPECIFICATIONS ARE BELIEVED TO BE CORRECT ON THE DATE  
OF THIS PUBLICATION. HOWEVER, DUE TO CONTINUED PRODUCT DEVELOPMENT, AVAILABILITY, DESIGN, AND PRODUCTION; THE  
SPECIFICATIONS, EQUIPMENT, MATERIALS, COLORS, PRICES AND MODELS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE AND  
OBLIGATION TO OXFORD HOMES, INC.

\*PLEASE NOTE\*

- ARTIST'S RENDERINGS MAY DEPICT MODELS THAT INCLUDE OPTIONAL FEATURES AND VARY FROM THE ACTUAL CONSTRUCTION DETAIL.
- EXTERIOR DIMENSIONS ARE APPROXIMATE OVERALL LENGTH AND WIDTH MEASUREMENTS.
- SQUARE FOOTAGE DIMENSIONS ARE BASED ON EXTERIOR TO EXTERIOR MEASUREMENTS AND ARE NOMINAL FIGURES ONLY.
- INTERIOR ROOM SIZES ARE APPROXIMATE INSIDE WALL TO WALL DIMENSIONS AND MAY INCLUDE WARDROBES, CLOSETS, ETC.
- VARIATIONS OF COLOR AND GRAIN TEXTURE IN REAL WOOD IS UNAVOIDABLE AND IS NOT CONSIDERED A DEFECT.
- ENGINEERED WOOD PRODUCTS MAY BE SUBSTITUTED FOR DIMENSION LUMBER AS DETERMINED BY OXFORD HOMES.
- THE FINISH STANDARD IS "JOURNEYMAN QUALITY WORKMANSHIP" WHICH MEANS WORKMANSHIP THAT EQUATES TO SECOND OR INTERMEDIATE LEVEL OF DEVELOPMENT OF PROFICIENCY IN A PARTICULAR TRADE OR SKILL, AND REFLECTS THE WORK OF A SKILLED WORKER, BUT WITHOUT THE PERFECTION OF A MASTER CRAFTSMAN.
- CERTAIN FINANCING PROGRAMS AS WELL AS SOME STATE & MUNICIPAL REGULATIONS MAY REQUIRE ADDITIONAL SPECIFICATIONS.
- OXFORD HOMES, INC. CONSTRUCTS SYSTEMS BUILT HOMES AND SELLS ONLY TO AUTHORIZED RESIDENTIAL BUILDER/DISTRIBUTORS. OXFORD HOMES, INC. IS INDEPENDENT OF ITS RESIDENTIAL BUILDER/DISTRIBUTORS AND IS ONLY RESPONSIBLE FOR MANUFACTURING AND SERVICING IN ACCORDANCE WITH OUR CURRENT CONSTRUCTION SPECIFICATIONS, OUR COMPREHENSIVE ONE YEAR AND TEN DAY WORKMANSHIP WARRANTY, THE RESIDENTIAL WARRANTY CORPORATION TEN YEAR STRUCTURAL WARRANTY, AND THE OWENS CORNING TWENTY-FIVE YEAR SYSTEM ADVANTAGE WARRANTY WHICH ARE DESCRIBED IN THE PAUL BUNYAN BUYER PROTECTION PLAN PROVIDED TO THE AUTHORIZED RESIDENTIAL BUILDER/DISTRIBUTOR.
- TRANSPORT FRAMES ARE THE PROPERTY OF OXFORD HOMES, INC. AND MUST BE STACKED AND AVAILABLE FOR PICKUP WITHIN THIRTY (30) DAYS OF DELIVERY FROM THE FACTORY.
- UNLESS OTHERWISE NOTED IN THE ABOVE SPECIFICATIONS, THESE HOMES ARE CONSTRUCTED TO MEET OR EXCEED THE FOLLOWING CODES AND STANDARDS:
  - A. THE BOCA NATIONAL BUILDING CODE/1993, TWELFTH EDITION - LAST PRINTED: NOVEMBER 1994, WITH THE FOLLOWING EXCEPTIONS:
    1. EXCEPT THAT THE FLAT ROOF SNOW LOAD, PF, NEED NOT EXCEED 40 PSF;
    2. WIND LOAD EFFECTIVE VELOCITY PRESSURES, PE, NEED NOT EXCEED 20 PSF;

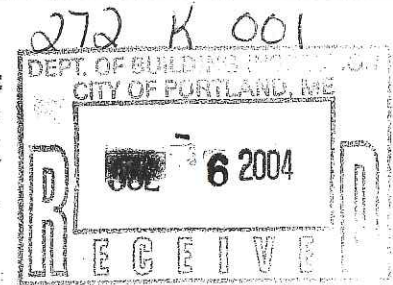
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3. PARAGRAPH 1017.3, EXCEPTION 8 SHALL BE CHANGED TO READ, "INTERIOR EGRESS DOORWAYS WITHIN DWELLING UNITS NOT REQUIRED TO BE ADAPTABLE OR ACCESSIBLE SHALL HAVE A MINIMUM CLEAR DIMENSION BETWEEN DOOR STOPS OR BETWEEN THE DOOR STOP ON THE LATCH SIDE AND THE DOOR, WHICHEVER IS LESS, OF 28 INCHES;" AND
  4. A DEFINITION FOR ATTIC, HABITABLE SHALL BE INCLUDED AND SHALL READ AS FOLLOWS:  
"A HABITABLE ATTIC IS AN ATTIC WHICH HAS A STAIRWAY AS A MEANS OF ACCESS AND EGRESS AND IN WHICH THE CEILING AREA AT A HEIGHT OF 7 1/3 FEET (2235MM) ABOVE THE ATTIC FLOOR IS NOT MORE THAN ONE-THIRD OF THE AREA OF THE NEXT FLOOR BELOW."
- B. NFPA #31, STANDARDS FOR THE INSTALLATION OF OIL BURNING EQUIPMENT, 1997 EDITION - EFFECTIVE DATE: FEBRUARY 7, 1997; AND NFPA #211, CHIMNEYS, FIREPLACES, VENTS AND SOLID FUEL-BURNING APPLIANCES, 1996 EDITION - EFFECTIVE DATE: AUGUST 9, 1996;
- C. THE BOCA NATIONAL PLUMBING CODE/1993, NINTH EDITION - LAST PRINTED: SEPTEMBER 1995; AND
- D. NFPA #70, NATIONAL ELECTRICAL CODE, 1996 EDITION - RELEASED ON JULY 21, 1995; AND
- E. NFPA #101, LIFE SAFETY CODE, 1994 EDITION - EFFECTIVE DATE: FEBRUARY 11, 1994; EXCEPT THAT: PARAGRAPH 5-2.2.2.1, UNDER NEW STAIRS, THE MAXIMUM RISER HEIGHT SHALL BE 8 1/4" AND THE MINIMUM TREAD DEPTH SHALL BE 9". A 1" NOSING SHALL BE PROVIDED ON ALL TREADS WITH TREAD WIDTH LESS THAN 10". THIS EXCEPTION ALSO APPLIES TO BASEMENT STAIRS WHEN THE STAIRS ARE A COMPONENT OF A FACTORY DESIGN, WHICH SPECIFIES THE NECESSARY BASEMENT HEIGHT AND THE DESIGN HAS BEEN CERTIFIED BY THE THIRD PARTY INSPECTION AGENCY.
- F. THE ABOVE STANDARDS AND RULES MAY BE PURCHASED FROM:

BUILDING OFFICIALS & CODE ADMINISTRATORS INTERNATIONAL, INC (BOCA)  
4051 WEST FLOSSMOOR ROAD  
COUNTRY CLUB HILLS, IL 60478-5795  
TELEPHONE: (800)214-4321

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)  
BATTERYMARCH PARK  
PO BOX 9101  
QUINCY, MA 02269-9101  
TELEPHONE: (800)344-3555



WARRANTY DEED

Theresa D. Joy of 234 Taft Ave., Portland, Cumberland County, Maine, being unmarried, for consideration paid grants to Jennifer L. McKenna of 41 Tamarack Circle, Gorham, ME 04038 with Warranty Covenants, the land in Portland, Cumberland County, Maine described in Exhibit A attached hereto and incorporated herein by reference.

This conveyance is a gift to a child of grantor.

Witness my hand and seal this 10th day of March, 2003.

Theresa D. Joy  
Theresa D. Joy

State of Maine

Cumberland, ss.

March 10, 2003

Then personally appeared the above named Theresa D. Joy who acknowledged the foregoing instrument to be her free act and deed. Before me,

Brenda Caldwell

Notary Public

SEAL

Typed name of Notary:

D. BRENDA CALDWELL  
Notary Public, Maine

SEAL

My Commission Expires June 17, 2005

EXHIBIT A

The following lots or parcels of land together with the improvements located thereon at or about Holm, Orchard and/or Taft Avenues in said Portland and being more particularly bounded and described as follows:

All the lots numbered 239 and 240 shown on a plan of "Portland Gardens," said Plan being recorded in Cumberland County Registry of Deeds in Plan Book 12, Page 23 and, in addition, that northeasterly portion of lot numbered 241 found by running a line from said Holm Avenue to said Taft Avenue parallel to said Orchard Avenue and remaining 16 feet distant from the southwesterly sidelines of said lot numbered 240.

Reference: Being part of the land conveyed to Josephine Aceto by deed recorded at Book 3194, Page 417 of Cumberland County Registry of Deeds.

Received  
Recorded Register of Deeds  
Mar 13, 2003 11:06:42A  
Cumberland County  
John B. O'Brien

Department of Planning & Development  
Lee D. Urban, Director



**CITY OF PORTLAND**

Division Directors  
Mark B. Adelson  
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP  
Planning

John N. Lufkin  
Economic Development

August 12, 2004

Jennifer Mckenna  
41 Tamarack Circle  
Gorham, ME 04038

Dear Mrs. Mckenna:

RE: Application for Single Family Dwelling, Holm Avenue/Robin Street

Thank you for your application for the single family home Holm Avenue. Attached is a checklist of items that need to be shown on a site plan in order to approve the application:

Also, the public works department has informed me that both Holm Avenue and Robin Streets have been resurfaced within the last 5 years. There are significant street opening fees that are associated with these streets and it is recommended that you contact the Public Works Department to research the potential costs.

Please feel free to call me at 874-8632 if you have any questions or comments.

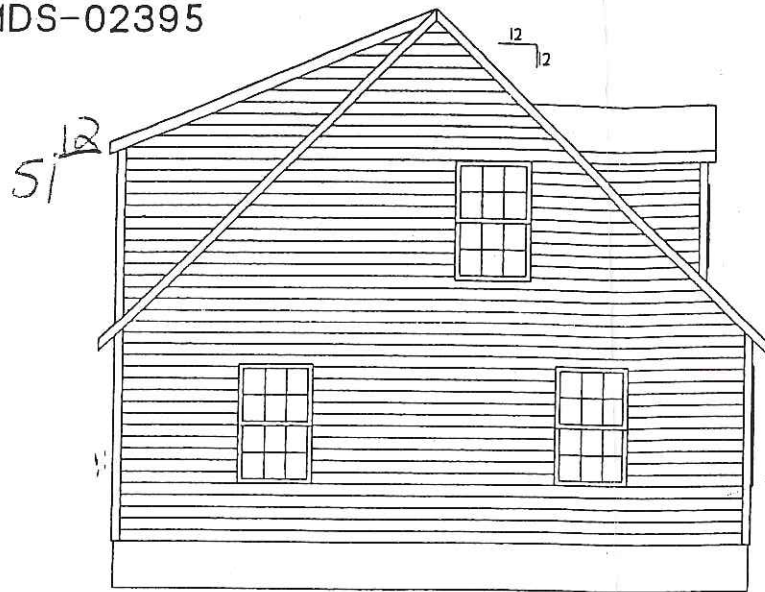
Sincerely,

Jay Reynolds  
Development Review Coordinator

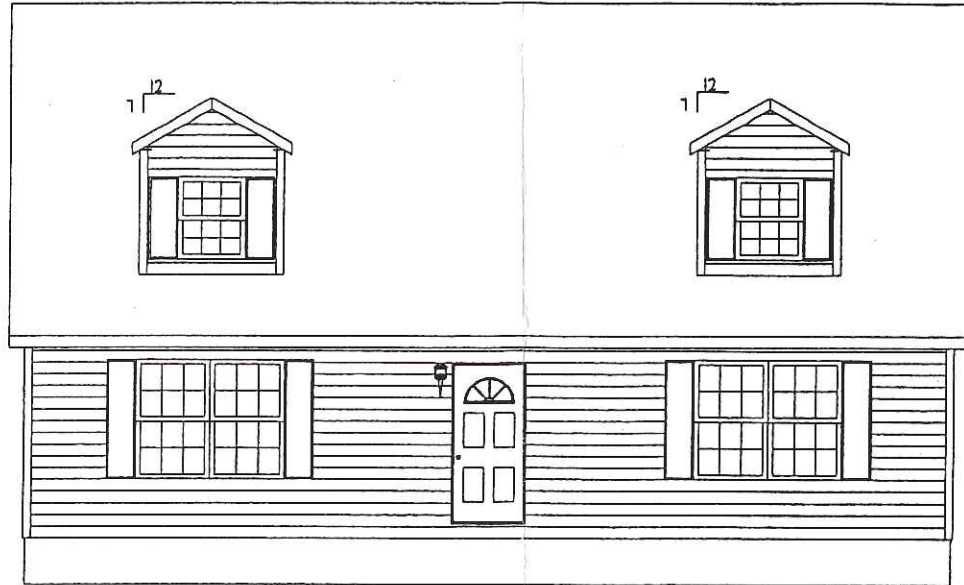
cc: Sarah Hopkins, Development Review Services Manager  
Marge Schmuckal, Zoning Administrator

272 K 001  
 DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND  
 RECEIVED  
 JUN 6 2004

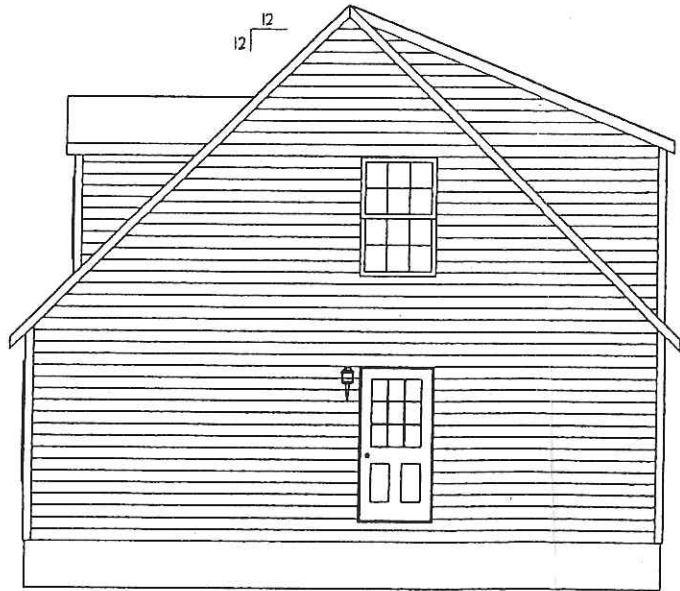
SERIAL NO: OH-MDS-02395



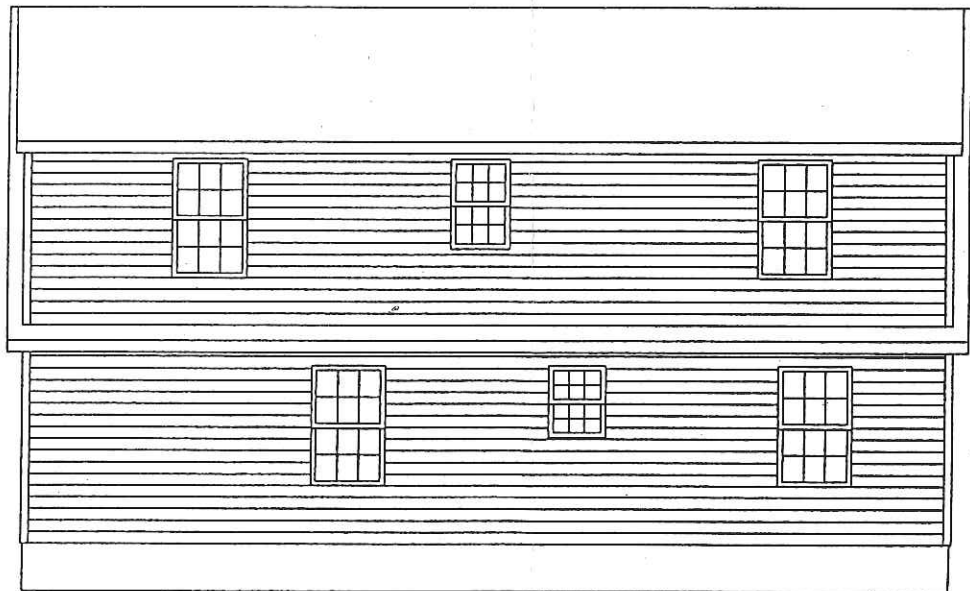
LEFT END ELEVATION



FRONT ELEVATION



RIGHT END ELEVATION



REAR ELEVATION



" BUILT THE MAINE WAY SINCE 1977 "

7 Oxford Homes Lane • P.O. Box 679 • Oxford, Me. 04270-0679  
 (207) 539-4412 FAX: (207) 539-4259

NOTICE

THE ELEVATIONS AND PERSPECTIVES ARE HEREBY PROVIDED TO THE DISTRIBUTOR AS A GENERAL EXAMPLE OF THE POSSIBLE EXTERIOR APPEARANCE OF THE HOME BASED ON INFORMATION SUPPLIED TO OXFORD HOMES BY THE DISTRIBUTOR. SPECIFIC DIMENSIONS AND OPTIONS MAY ALTER THE EXACT ELEVATIONS AND PERSPECTIVES OF THE HOME. THE DISTRIBUTOR MUST REFER TO THE OXFORD HOMES ORDER FORM TO DETERMINE THE EXACT FEATURES.

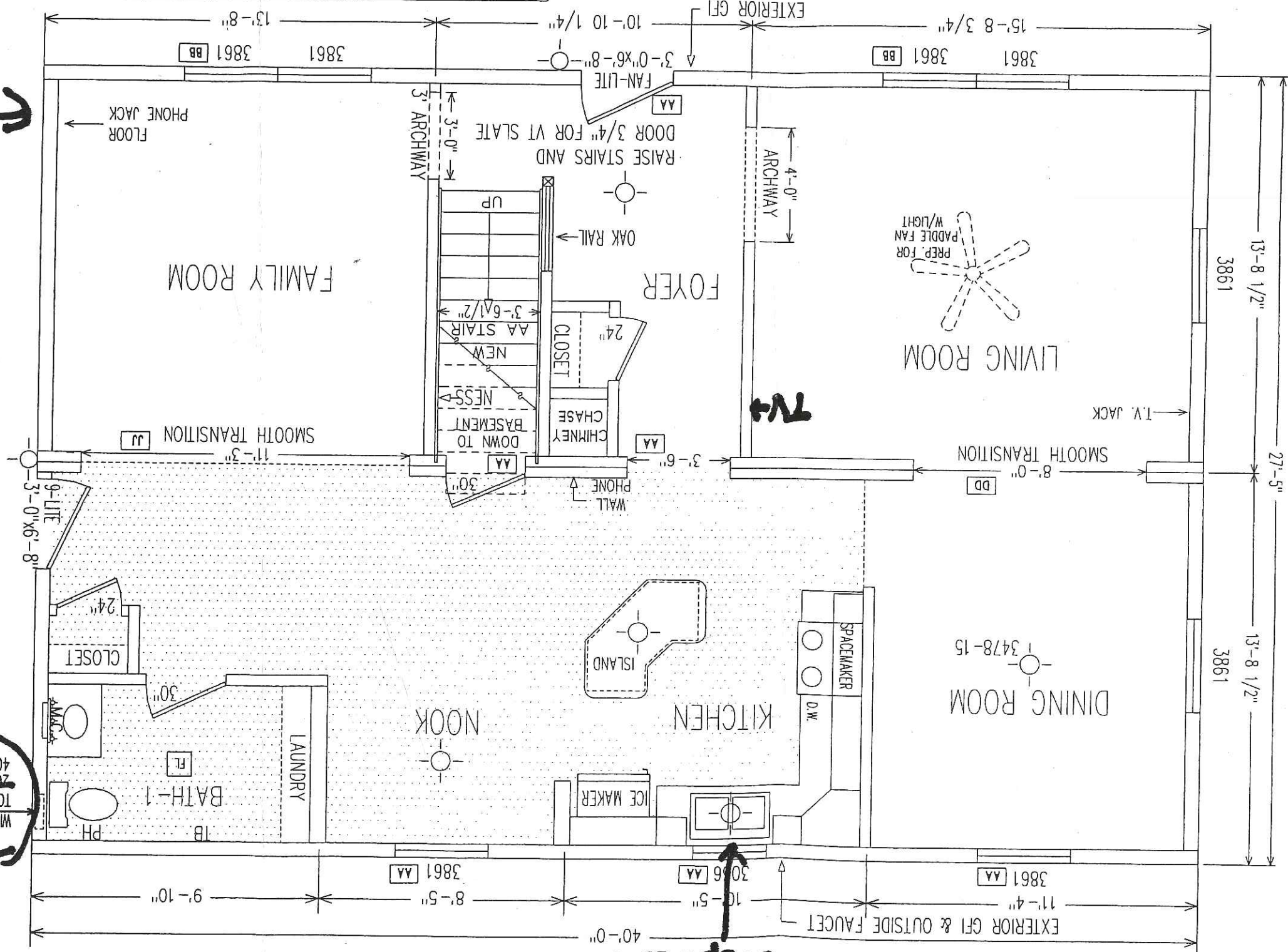
DATE: MAY 21, 2004  
 CUSTOMER: MCKENNA  
 DEALER: COUNTRYLANE HOMES

" THESE RENDERINGS ARE USED FOR ILLUSTRATIVE PURPOSES ONLY "

4					
3					
2					
1					
C/O REV# (DATE)		COMMENTS:	DRAWN BY:	DRAWN DATE:	
7 Oxford Homes - P.O. Box 878 - Oxford, MA 04270-0878			DEALER: COUNTRILANE	SERIAL#02395	
OXFORD HOMES			DRAFTER: SOB	DATE: 5/21/04	
TITLE: FIRST FLOOR PLAN			MODEL: NORTASTER BRADBURY FIN. CAPE 28X40		
PLEASE SIGN & RETURN:					

SERIAL#02395

16" O.C WALLS/ROOF  
96" CEILING HEIGHT  
60LB/12/12 ROOF PITCH



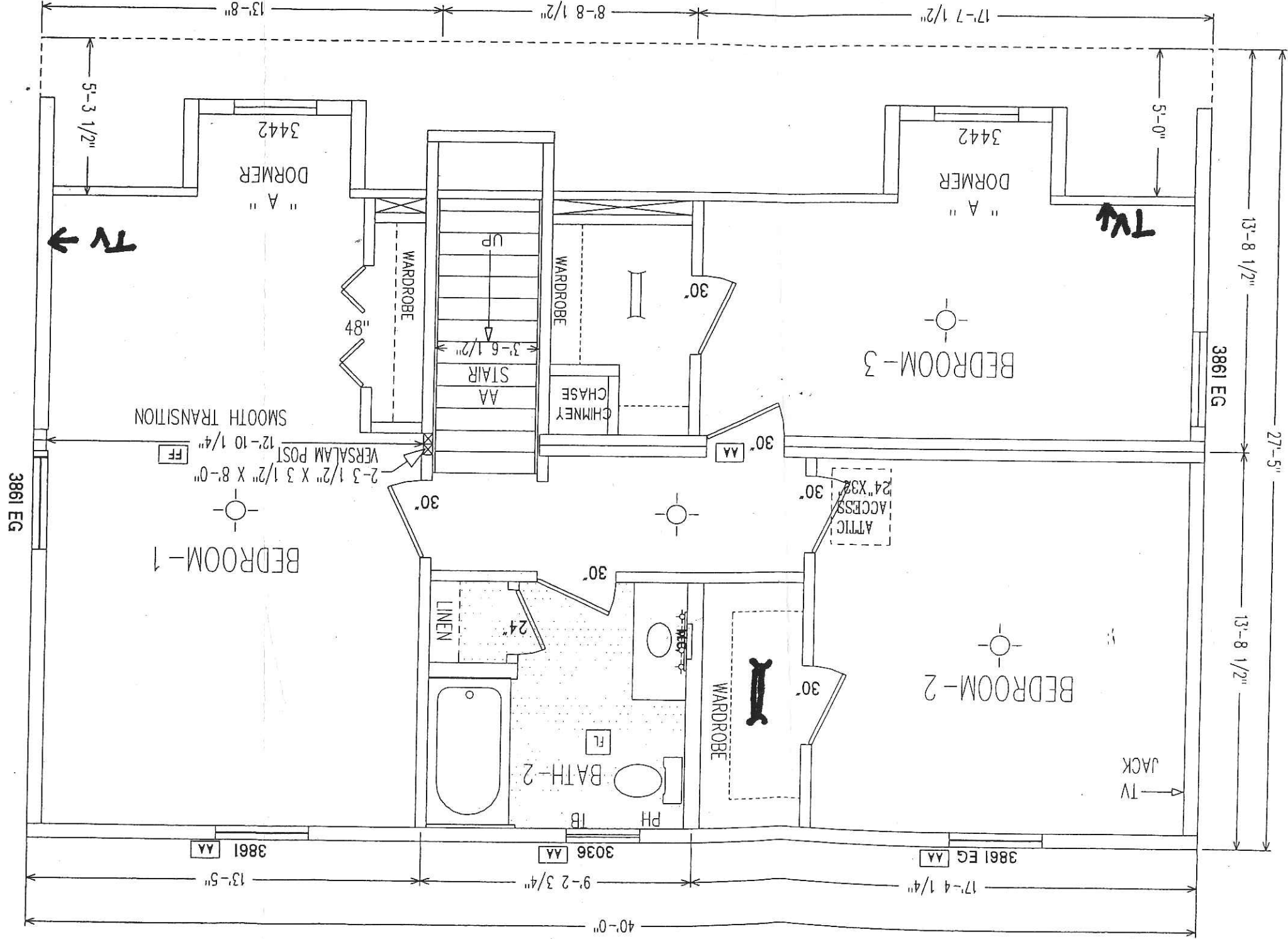
100 Amp  
WIRE DROP  
40 CKT  
200 AMT  
TO BSMNT.

Disposal

4				
3				
2				
1				
C/O REV.# (DATE)		COMMENTS:	DRAWN BY:	DRAWN DATE:
7 Oxford Homes - P.O. Box 878 - Oxford, MS 38857			DEALER: COURTYLANE	SERIAL#02395
OXFORD HOMES			DRAFTER: SOB	DATE: 5/21/04
PLEASE SIGN & RETURN:			TITLE: SECOND FLOOR PLAN	
			MODEL: NORAFTER BRADBURY FIN. CAPE 28X40	
			DATE: 5/21/04	

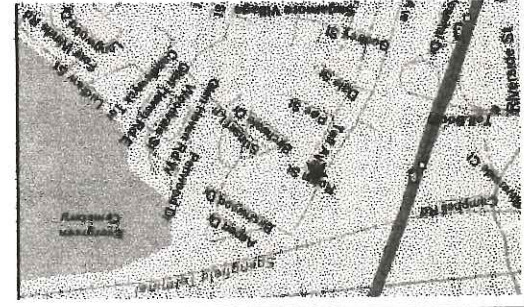
SERIAL#02395

96" CEILING HEIGHT  
60LB / 12/12 ROOF PITCH

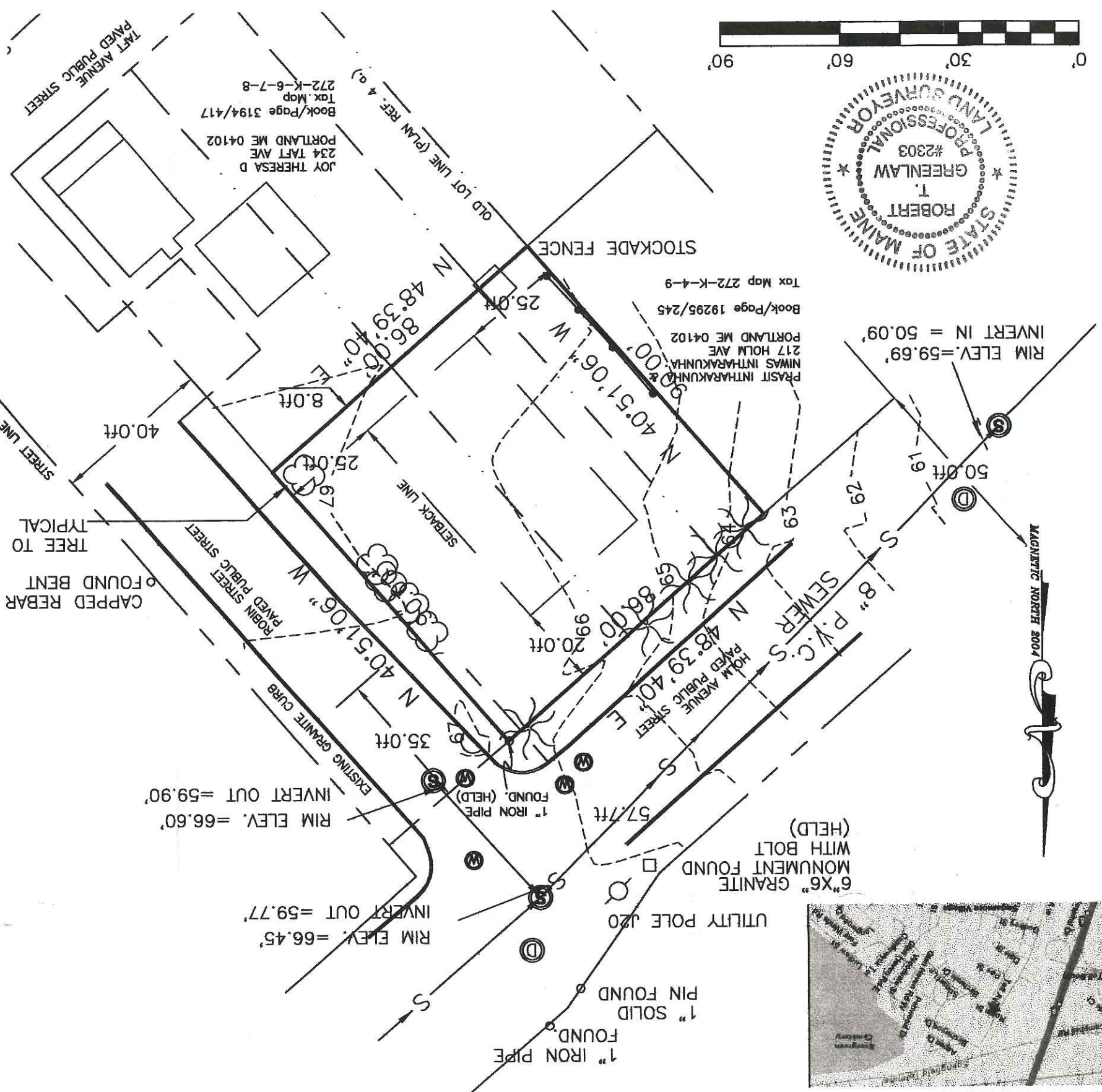
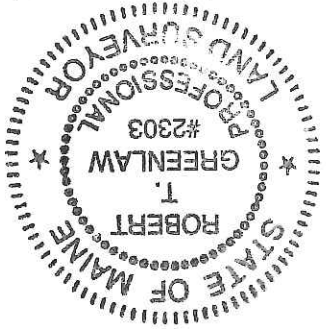




**SITE LOCATION MAP:**



MAGNETIC NORTH 2004



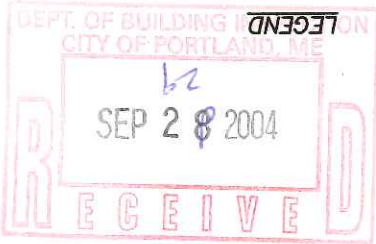
JOY THERESA D  
 234 TAFT AVE  
 PORTLAND ME 04102  
 Book/Page 3194/417  
 Tax Map 272-K-6-7-8

ROBERT T. GREENLAW P.L.S., #2303  
 V. PRESIDENT BACK BAY BOUNDARY, INC.

DATE: 09-28-2004

**SURVEYORS STATEMENT:**  
 I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE AS ADOPTED APRIL 01, 2001 WITH THE FOLLOWING EXCEPTIONS:  
 a) NO WRITTEN REPORT  
 b) NO NEW DESCRIPTION

- LEGEND**
- CRS © Capped 5/8" Rebar Set PLS 2303.
  - IPF ○ Iron Pipe Found
  - (50.00') Distance from reference plan or deed
  - N/F Now Or Formerly
  - Z Indicates Ownership in Common
  - Utility Pole
  - Abutter Line
  - Property Line
  - Street Line
  - Edge of traveled way
  - Setback Line
  - 98 --- Contour Line
  - ⊙ Sewer Manhole
  - ⊕ Drain Manhole
  - ⊔ Catch Basin
  - u --- Overhead Utility
  - Old Lot Line



- GENERAL NOTES:**
1. RECORD OWNER OF PARCEL: JENNIFER L. MCKENNA BOOK 19015 PAGE 013 AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
  2. BEARINGS ARE BASED UPON A MAGNETIC OBSERVATION TAKEN AT THE TIME OF THIS SURVEY, UTILIZING THE FOLLOWING EQUIPMENT:  
 LEITZ SOKKISHA SET 3 TOTAL STATION, LEITZ SDR 33 DATA COLLECTOR, MAGNETIC HAND HELD COMPASS.
  3. AREA OF SUBJECT PARCEL: 8600 SQ. FT. 0.20 ACRES
  4. REFERENCE IS MADE TO THE FOLLOWING PLANS:  
 a.) PORTLAND GARDENS, PORTLAND, MAINE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 12 PAGE 23. RECORDED 07-12-1912.  
 b.) CITY OF PORTLAND TAX MAP 272, LOT SHOWN IN BLOCK K LOTS 1, 2, & 3.  
 c.) STREETLINE PLANS FROM THE CITY OF PORTLAND FOR HOLM, TAFT & ROBIN STREETS.
  5. THERE WERE NO APPARENT EASEMENTS OR RESTRICTIONS BURDENSING OR BENEFITING SUBJECT PROPERTY AT THE TIME OF OF THIS SURVEY.
  6. ZONING: R-3 ZONE SETBACKS: FRONT 25 FEET, REAR 25 FEET SIDE YARD 8 FEET FOR 1-1/2 STORY DWELLING.
- FLOOD NOTE:**  
 BY GRAPHIC FLOTTING ONLY, THIS PARCEL APPEARS TO FALL IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP BY COMMUNITY/PANEL NO. 230051 / 6C REVISED DATE DECEMBER 8, 1998, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

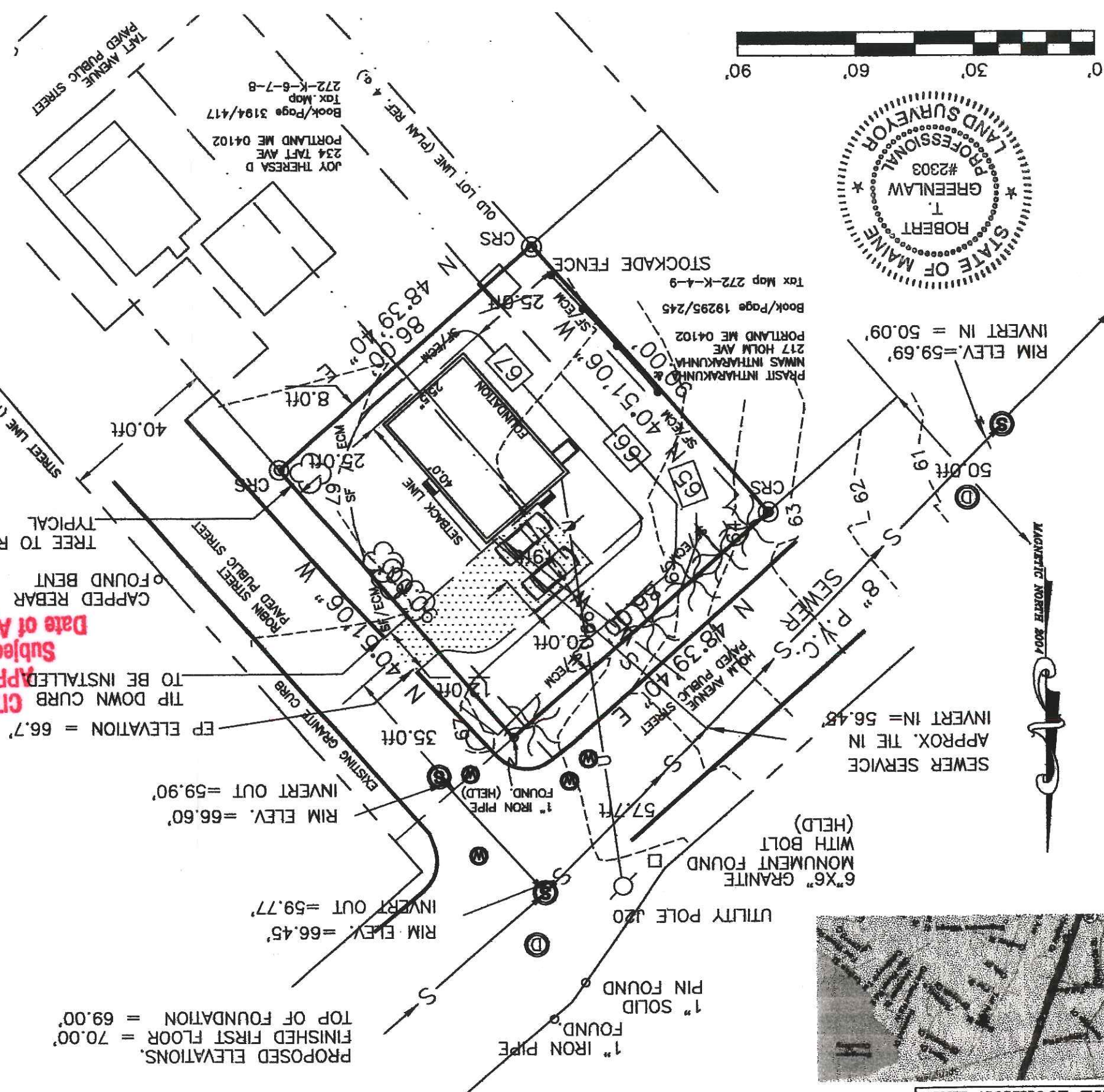
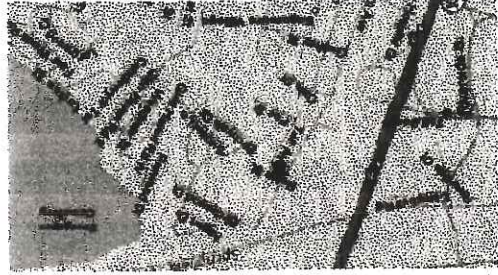
PREPARED BY:  
**BACK BAY BOUNDARY, INC.**  
 PROFESSIONAL LAND SURVEYING  
 65 NEWBURY STREET  
 PORTLAND, MAINE  
 207-774-2855 FAX 207-761-2010

DRAWN BY: RTG  
 CHECKED BY: KCC  
 SCALE: 1"=30'  
 DATE OF SURVEY: 09/23/2004

JOB NUMBER:  
 2004112-P  
 SHEET: 1 OF 2

FOR:  
**JENNIFER L. MCKENNA**  
 32-36 ROBIN ST. PORTLAND, MAINE

**SITE LOCATION MAP:**



**CITY OF PORTLAND**  
**APPROVED SITE PLAN**  
 Date of Approval: 9-30-04  
 Subject to Dept. Conditions

*Robert T. Greenlaw*  
 ROBERT T. GREENLAW P.L.S., #2303  
 V. PRESIDENT BACK BAY BOUNDARY, INC.

- LEGEND**
- CRS ● Capped 5/8" Rebar Set PLS 2303
  - IPF ● Iron Pipe Found
  - (50.00') Distance from reference plan or deed.
  - N/F Now Or Formerly
  - Z Indicates Ownership in Common
  - Utility Pole
  - Abutter Line
  - Property Line
  - Street Line
  - Edge of traveled way
  - Setback Line
  - 98 --- Contour Line
  - ⊙ Sewer Manhole
  - ⊙ Drain Manhole
  - ⊙ Water Gate
  - ⊙ Catch Basin
  - u --- Overhead Utility
  - Old Lot Line
  - SF/ECM Silt Fence/Erosion Control Mix
  - 98 --- Proposed Contour Line

**SURVEYORS STATEMENT:**  
 I HEREBY CERTIFY THAT THIS SURVEY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS' STANDARDS OF PRACTICE AS ADOPTED APRIL 01, 2001 WITH THE FOLLOWING EXCEPTIONS:  
 a) NO WRITTEN REPORT  
 b) NO NEW DESCRIPTION

**GENERAL NOTES:**  
 1. RECORD OWNER OF PARCEL: JENNIFER L. MCKENNA BOOK 19015 PAGE 013 AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.  
 2. BEARINGS ARE BASED UPON A MAGNETIC OBSERVATION TAKEN AT THE TIME OF THIS SURVEY, UTILIZING THE FOLLOWING EQUIPMENT: LEITZ SOKKISHA SET 3 TOTAL STATION, LEITZ SDR 33 DATA COLLECTOR, MAGNETIC HAND HELD COMPASS.  
 3. AREA OF SUBJECT PARCEL: 8800 SQ. FT. 0.20 ACRES  
 4. REFERENCE IS MADE TO THE FOLLOWING PLANS:  
 a.) PORTLAND GARDENS, PORTLAND, MAINE RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 12 PAGE 23, RECORDED 07-12-1912.  
 b.) CITY OF PORTLAND TAX MAP 272, LOT SHOWN IN BLOCK K LOTS 1,2 & 3.  
 c.) STREETLINE PLANS FROM THE CITY OF PORTLAND FOR HOLM, TAFT & ROBIN STREETS.  
 5. THERE WERE NO APPARENT EASEMENTS OR RESTRICTIONS BURDENING OR BENEFITING SUBJECT PROPERTY AT THE TIME OF OF THIS SURVEY.  
 6. ZONING: R-3 ZONE SETBACKS: FRONT 25 FEET, REAR 25 FEET SIDE YARD 8 FEET FOR 1-1/2 STORY DWELLING.  
 FLOOD NOTE:  
 BY GRAPHIC PLOTTING ONLY, THIS PARCEL APPEARS TO FALL IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP COMMUNITY/PANEL NO. 230051 / 0C REVISED DATE DECEMBER 4, 1998, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

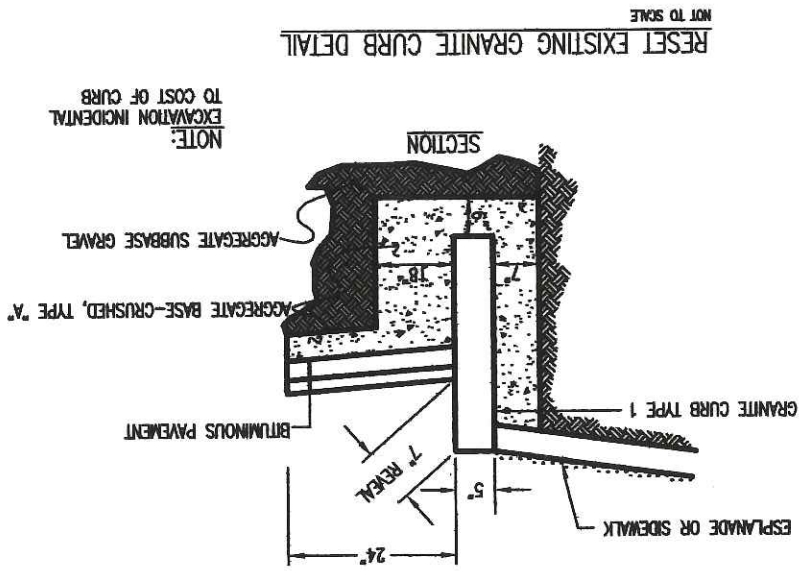
**PREPARED BY:**  
**BACK BAY BOUNDARY, INC.**  
 PROFESSIONAL LAND SURVEYING  
 65 NEWBURY STREET  
 PORTLAND, MAINE  
 207-774-2855 FAX 207-761-2010

**DRAWN BY:** RTG  
**CHECKED BY:** KGC  
 SCALE: 1"=30'  
 DATE OF SURVEY: 09/23/2004  
 JOB NUMBER: 2004112  
 SHEET: 2 OF 2

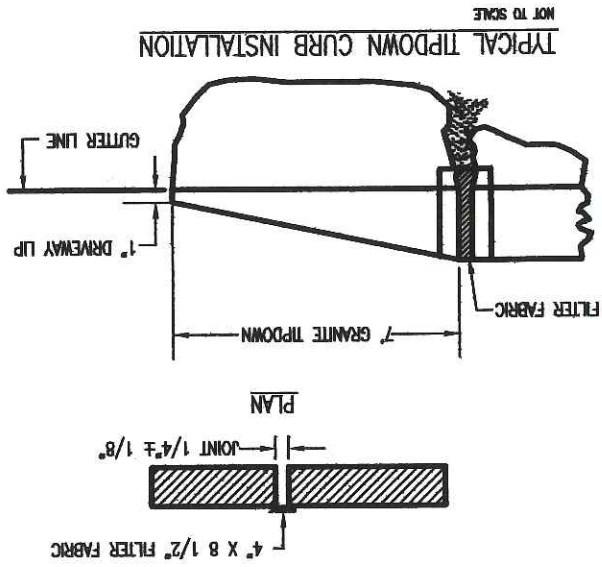
**FOR:**  
**JENNIFER L. MCKENNA**  
 32-36 ROBIN ST. PORTLAND, MAINE  
 MINOR SITE PLAN FOR A SINGLE FAMILY DWELLING

**DRAWER:** 2004 NO. 112

RESET EXISTING GRANITE CURB DETAIL



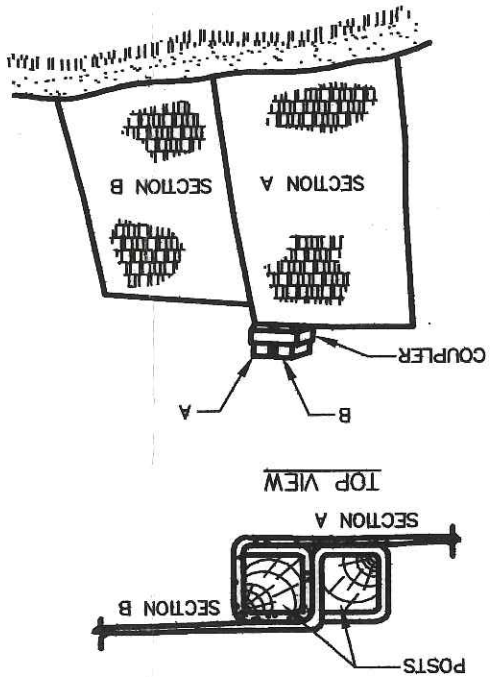
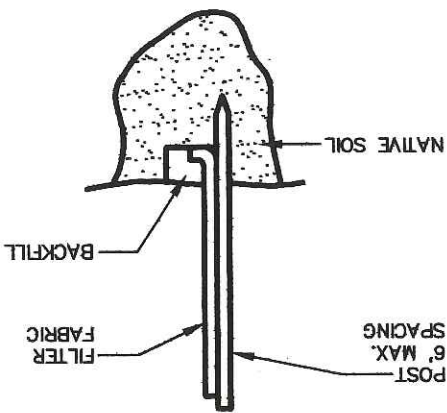
TYPICAL TIPDOWN CURB INSTALLATION



INSTALLATION

1. EXCAVATE A 6" X 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
3. DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM. JOIN SECTION AS SHOWN ABOVE.
4. LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH, BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPANIED BY AN INTERCEPTION DITCH.
5. BARRIER SHALL BE MIRAFI SILT FENCE OR APPROVED EQUAL.

NOTES:  
 DETAILS PROVIDED BY THE CITY OF PORTLAND'S PUBLIC WORKS ENGINEERING DEPARTMENT.



DRAWER: 2004 NO: 112

PREPARED BY:  
**BACK BAY BOUNDARY, INC.**  
 PROFESSIONAL LAND SURVEYING  
 65 NEWBURY STREET  
 PORTLAND, MAINE  
 207-774-2855 FAX 207-761-2010

DRAWN BY: RTG  
 CHECKED BY: KCG  
 SCALE: 1" = 30'  
 DATE OF SURVEY: 08/23/2004  
 JOB NUMBER:  
 2004112  
 SHEET: 1 OF 1

FOR:  
**JENNIFER L. MCKENNA**  
 32-36 ROBIN ST. PORTLAND, MAINE  
 DETAIL SHEET FOR A SINGLE FAMILY DWELLING