						P	<b>ERMI</b>	ISSU	ED	
City of Portland, 389 Congress Street	<b>Maine - B</b> i .04101 Tel	uilding or Use : (207) 874-870	<b>Permi</b> 3, Fax:	t Applicatio (207) 874-87	n P	ermit No: 01-0293	Issue Date		<b>GBL</b> : 292	G007001
Location of Construction:		Owner Name:			Own	er Address:		DODI	- Prone:	
49 Maggie Ln Business Name:		Moore Nicole		ca	53 3	Sheridan St.(Pþ	t <b>Y</b> in <b>O</b> ITE	<u>PORTI</u>	-HANY	92-2700
n/a		Contractor Nam			1	ractor Address:			Phone	
Lessee/Buyer's Name	·	Chase Custon Phone:	n Homes	of Windham		ercy Hawks Roa	ad Windha	ım	20789	22700
n/a		n/a			1	nit Type:				Zone:
Past Use:				]		igle Family				
Vacant		Proposed Use: Duplex (2 fan **Call Chase 892-2700	nily) 1,50 Custom	00 sf.; Minor. Homes @		\$0.00 E DEPT:	Sast of Wor \$184,00 Approved Denied		BK,	or. 400, ng:1126, Taltype, 521
Proposed Project Descripti New 2 Family Home	on:				Signa	_		Signature:	D)	
					Actio	_		oroved w/Co		Denied
Permit Taken By:	Date	Applied For:	Т		J. Signi				ale:	
gg		21/2001				Zoning A	approva	l <b>I</b>		
1. This permit applic	ation does no	ot preclude the	Spe	cial Zone or Revi	ews	Zoning	Appeal		Historic 1	Preservation
Applicant(s) from Federal Rules.			☐ Sh	oreland		☐ Variance			Not in D	istrict or Landmar
2. Building permits do not include plumbing, septic or electrical work.		e plumbing,	Wetland			Miscellaneous			Does Not Require Review	
3. Building permits a within six (6) mon	are void if wo	ork is not started te of issuance.	☐ Flo	ood Zone		Conditiona	ıl Use		Requires	Review
False information permit and stop all	may invalida		☐ Su	bdivision		☐ Interpretat	ion		Approved	i
			☐ Sit	e Plan		Approved			Approved	d w/Conditions
			Мај [	Minor MM		Denied			Denied	
			Date:			Date:		Date:		
I hereby certify that I an I have been authorized by Jurisdiction. In addition shall have the authority such permit.	to enter all a	to make this appli	med pro cation a	s his authorized application is is	ie proj l agen	t and I agree to I certify that the	conform t	o all appli	cable lav	ws of this
SIGNATURE OF APPLICAL	NT			ADDRESS	}		DATE		P	HONE
RESPONSIBLE PERSON IN	CHARGE OF	WORK, TITLE					DATE		P	HONE

#### City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716 Location of Construction: Waggie Lane (Lot Phone: Owner: Permit No: 01-029 (Lot 7) Jessica & Nicole Moore Owner Address: BusinessName: Lessee/Buyer's Name: Phone: Contractor Name: Address: Phone: 1 Percy Hawkes Rd. Chase Custom Homes 892-2700 COST OF WORK: **PERMIT FEE:** Past Use: Proposed Use: APR \_ 4 2001 \$ 184,000 \$ 1,128.00 Vacant lot New 2 Family Home INSPECTION: FIRE DEPT. □ Approved Use Group #3Type 5 ☐ Denied Signature: Proposed Project Description: PEDESTRIAN ACTIVITIES DISTRICT Action: Approved Special Zone or Reviews: Approved with Conditions: Stick Build New 2 family home ☐ Shoreland A Denied □ Wetland ☐ Flood Zone ≯★ □ Subdivision Signature: Date: ■Site Plan maj Diminor 16 Chris Permit Taken By: Date Applied For: February 22, 2001 # 2001-0030 Zoning Appeal □ Variance This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules. ☐ Miscellaneous 2. Building permits do not include plumbing, septic or electrical work. ☐ Conditional Use ☐ Interpretation Building permits are void if work is not started within six (6) months of the date of issuance. False informa-□ Approved tion may invalidate a building permit and stop all work... □ Denied Historic Preservation Mot in District or Landmark □ Does Not Require Review ☐ Requires Review WITH REQUIREMENTS Action: CERTIFICATION ☐ Appoved ☐ Approved with Conditions 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 □ Denied authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit February 22, 2001 PERMIT ISSUED SIGNATURE OF APPLICANT PHONE: ADDRESS: WITH REQUIREMENTS RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE PHONE: CEO DISTRICT

## Site Review Pre-Application

## Multi-Family/Attached Single Family Dwellings/Two-Family Dwelling

or Commercial Structures and Additions Thereto

In the interest of processing your application in the quickest possible manner, please complete the Information below for Site Plan Review

NOTE**If you or the property owner owes real estate or personal proper the City, payment arrangements must be made before	ty taxes or user charges on ANY PROPERTY within permits of any kind are accepted.
Chase Custom Homes	2/20/01
Applicant Percy Hautis Rd Windham Me.	Application Date Theore.
Applicant's Mailing Address	LOT 7 Massic Lane.
Consultant/Agent 892-8900	Address Of Proposed Site Book 200 Page 460. Lot 7
Applicant/Agent Daytime telephone and FAX	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 Other(Specify)	
Proposed Building Square Footage and for # of Units  Acreage of Site	Zoning
You must Include the following with you application:  1) A Copy of Your Deed or Purchase and Sale Agreement  2) I sets of Site Plan packages containing the information for	and in the attached sample plans and
checklist.	and in the attached carryes possess
(Section 14-522 of the Zoning Ordinance outlines the proces	s, copies are available for review at the
counter, photocopies are \$ 0.25 per page)	
I hereby certify that I am the Owner of record of the named property, or that the that I have been authorized by the owner to make this application as his/her aut this jurisdiction. In addition, if an approval for the proposed project or use desofficial's authorized representative shall have the authority to enter all areas counterprovisions of the codes applicable to this approval.	horized agent. I agree to conform to all applicable laws or cribed in this application is issued, I certify that the Code
Signature of applicant:	Date: 2/20/01
Site Review Fee: Major \$500.0	0 Minor 400.00
This application is for site review ONLY, a Building Permit a	pplication and associated fees will be required

prior to construction.

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

## Minor/Minor Site Review for New Detached Single Family Dwelling, All Purpose Building Permit Application

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

OTE**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: Lot 7 Masgie - Lone -
Total Square Footage of Proposed Structure  3,000  Square Footage of Lot  11,179
Tax Assessor's Chart, Block & Lot  Number Book 200 Pase 460  Chart# 292 Block# 6 Lot# 7 Chase Custom Home's 892-2700.
Lessee/Buyer's Name (If Applicable)  Owner's/Purchaser/Lessee Address:  Cost Of  Work:  \$ 184000   128
Current use: Nacht 1970 Proposed use: 2 family Hame.  Stick build new 2 family hame.  Project description:
Contractor's Name, Address & Telephone
Chase Custom Homes 892-2700. Rec'd By
A "minor/minor" site plan review is required for New Single Family Homes Only. The Site/Plot plan must be prepared and sealed by a registered land surveyor. The following must be submitted:
4 copies of the site/plot plan 1 copy of the building/construction plan on 32" x 48" 1 copy of the site plan/plot plan and construction/building plan on paper no larger than 11" x 17"

## On all commercial permits the following must be submitted:

1 copy of the site/plot plan

2 / copy of the building/construction plan on 32" x 48"

1 copy of the site/plot and construction /building plan on paper no larger than 11" X 17"

Please note that single family additions and alterations may be hand drawn on regular paper, however the below details will still apply.

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

#### A PLOT PLAN INCLUDES THE FOLLOWING:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and North arrow; Zoning District & Setbacks
- First Floor sill elevation (based on mean sea level datum);
- Location and dimensions of parking areas and driveways;
- Location and size of both existing utilities in the street and the proposed utilities serving the building;
- Location of areas on the site that will be used to dispose of surface water.
- Existing and proposed grade contours

#### A COMPLETE SET OF CONSTRUCTION DRAWINGS INCLUDES THE FOLLOWING:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and damp proofing

  Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

## SEPARATE PERMITS ARE REQUIRED FOR INTERNAL & EXTERNAL PLUMBING, HVAC AND ELECTRICAL INSTALLATIONS

- All construction must be conducted in compliance with the 1999 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1999 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

#### Certification

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

		)				
Signature of applicant:	1	5/,	Date:	2/20	100	
		$\overline{}$			707	

Minor/Minor Site Review Fee: \$300.00 Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

ONE SET OF SUBMISSIONS INCLUDING CONSTRUCTION AND SITE PLAN DRAWINGS MUST BE SUBMITTED ON PAPER NO LARGER THAN 11" x 17" BEFORE ANY BUILDING PERMIT WILL BE ISSUED

BUILDING PERMIT REPORT
DATE: 5 March 266/ ADDRESS: 49 Maggieln. LoT 7 CBL: 292- G-662
REASON FOR PERMIT: To Construct a & Family duelling
BUILDING OWNER: 1he Moore 5
PERMIT APPLICANT: /CONTRACTOR Clase Cus Tom Homes,
USE GROUP: R-3 CONSTRUCTION TYPE: 58 CONSTRUCTION COST 184000, PERMIT FEES 1 1-28 90
The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments) The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)
CONDITION(S) OF APPROVAL
This permit is being issued with the understanding that the following conditions shall be met: $\frac{4}{12}$ $\frac{43}{24}$ $\frac{4}{35}$ $\frac{4}{35}$ $\frac{45}{35}$ $\frac{45}{35$

This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.

Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) "ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."

- Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
- Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17

Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.

Precaution must be taken to protect concrete and masonry. Concrete Sections 1908.9-19.8.10/ Masonry Sections 2111.3-2111.4.

It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the

proper setbacks are maintained.

Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the artic area by means of ½ inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)

All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211

1014.7)

Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code. 11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B.H-4, I-1, I-2, M, R, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/2" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section

12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)

13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 %" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)

▲ 14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4

\$15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508)mm, and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)

16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly

from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)

17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)

18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

419. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations): In the immediate vicinity of bedrooms In all bedrooms In each story within a dwelling unit, including basements 20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0) 21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard. 22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard. 23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999) 24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year". 25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection ▲ 26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics). 27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done. 28. All requirements must be met before a final Certificate of Occupancy is issued. 29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996). 30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16) Please read and implement the attached Land Use Zoning report requirements. All The Car 32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code. 33. Bridging shall comply with Section 2305.16. 34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0) 35. All flashing shall comply with Section 1406.3.10. 36. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999). Fine partitions shall comply with sections rs, Building Inspector

McDougall, PFD

Marge Schmuckal, Zoning Administrator Michael Nugent, Inspection Service Manager

PSH 10/1/00

\*\*This permit is herewith issued, on the basis of plans submitted and conditions placed on these plans, any deviations shall require a separate approval.

...THIS PERMIT HAS BEEN ISSUED WITH THE UNDERSTANDING THAT ALL THE CONDITIONS OF THE APPROVAL SHALL BE COMPLETED. THEREFORE, BEFORE THE WORK IS COMPLETED A REVISED PLAN OR STATEMENT FROM THE PERMIT HOLDER SHALL BE SUBMITTED TO THIS OFFICE SHOWING OR EXPLAINING THAT THE CONDITIONS HAVE BEEN MET. IF THIS REQUIREMENT IS NOT RECEIVED YOUR CERTIFICATE OF OCCUPANCY SHALL BE WITHHELD. (You Shall Call for Inspections)

\*\*\*\*ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.

\*\*\*\*\*CERTIFICATE OF OCCUPANCY FEE \$50.00



#### CITY OF PORTLAND

March 30, 2001

Mr. Brent Cyr Chase Custom Homes 1 Percy Hawks Road Windham, ME 04062

RE: 49-51 Maggie Lane, lot 7 Duplex (CBL 292 G007001)

Dear Mr. Cyr:

On March 30<sup>th</sup>, 2001, the Portland Planning Authority granted minor site plan approval for the Duplex at 49 Maggie Lane.

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. 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 in writing by the City and the applicant. A one year extension may be granted by this department if requested by the applicant in writing prior to the expiration date of the site plan.
- 2. A performance guarantee in a form acceptable to the City of Portland and an inspection fee equal to 2.0% of the performance guarantee will have to be posted before beginning any site construction or issuance of a building permit.
- A defect guarantee, consisting of 10% of the performance guarantee, must be posted before the performance guarantee will be released.

- 4. Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. At that time, the site/building contractor shall provide three (3) copies of a detailed construction schedule to the attending City representatives. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.
- 5. If work will occur within the public right-of-way such as utilities, curb, sidewalk and driveway construction, a street opening permit(s) is required for your site. Please contact Carol Merritt at 874-8300, ext. 8822. (Only excavators licensed by the City of Portland are eligible.)

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Department at 874-8632. <u>Please</u> make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. <u>Please</u> schedule any property closing with these requirements in mind.

If there are any questions, please contact the Planning Staff.

Sincerely,

Alexander Jaegerman

Chief Planner

cc: Sarah Hopkins, Development Review Services Manager

P. Samuel Hoffses, Chief of Building Inspections

Marge Schmuckal, Zoning Administrator

Tony Lombardo, Project Engineer

Jay Reynolds, Development Review Coordinator

William Bray, Deputy Director/City Traffic Engineer

Nancy Knauber, Associate Engineer

Jeff Tarling, City Arborist

Penny Littell, Associate Corporation Counsel

Lt. Gaylen McDougall, Fire Prevention

✓ Inspections Department

Lee Urban, Director of Economic Development

Don Hall, Appraiser, Assessor's Office

Susan Doughty, Assessor's Office

Approval Letter File

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

2001-0030

	r Eximino E	Insp Copy	Application	on I. D. Number
			03/02/20	01
Chase Custom Homes of Windham			Applicati	on Date
Applicant			Maggio	I n #7 Dunloy 2 Eamily
Percy Hawks Road, Windham, ME	04062			Ln #7 Duplex 2 Family lame/Description
Applicant's Mailing Address		49 - 49 Maggie Ln, Portia	-	tario bosonpusi.
Consultant/Agent		Address of Proposed Site		
Consultant/Agent Applicant Ph: (207) 892-2700	Applicant Fax: (207) 892-890			
Applicant or Agent Daytime Telephone		Assessor's Reference: Cha	art-Block-Lot	
Proposed Development (check all that		☐ Building Addition ☐ Change Of Us	se	ential Office Retail
			_	Ouplex 2 family
Manufacturing Warehouse		taninand	`` ''	R-5
1,500 sf		11,179 sf Acreage of Site	<del></del>	Zoning
Proposed Building square Feet or # of	Units /	Acreage of Site		
Check Review Required:				
Site Plan	Subdivision	PAD Review	[	14-403 Streets Review
(major/minor)	# of lots	_		
☐ Flood Hazard	Shoreland	HistoricPreservation		DEP Local Certification
Zoning Conditional	Zoning Variance		Г	Other
Use (ZBA/PB)	Zoming variation		_	
000 (23.11.2)			_	
Fees Paid: Site Plan \$4	00.00 Subdivision	Engineer Review		Date: 03/02/2001
Insp Approval Status:		Reviewer Marge Schmucke	al	
Approved	Approved w/Conditi	ons Denied		
	See Attached			
Approval Date 04/03/2001	Approval Expiration	<b>04/03/2002</b> Extension to		Additional Sheets
Condition Compliance	Marge Schmuckal	<b>Q</b> 04/03/2001		Attached
	signature	date	<del></del>	
Performance Guarantee		│ Not Required		
* No building permit may be issued un	itil a performance guarantee ha	as been submitted as indicated below		
Performance Guarantee Accepted	03/29/2001	\$2,550.00		03/29/2002
V 1 GHOTHARIOS CAGRARIOS / ISSUPERIO	date	amount		expiration date
Inspection Fee Paid				
Inspection Fee Faid	date	amount		
Building Permit Issued				
Building Ferril (1994)	date			
Customer Customer Bodunod				
Performance Guarantee Reduced	date	remaining balance	e	signature
		Conditions (See Attacl		
Temporary Certificate of Occupar	date	Conditions (Ose Attack	,	expiration date
	uale			- · · · · · ·
Final Inspection	- data	signature		
	date	signatule		
Certificate Of Occupancy		<del></del>		
	date			
Performance Guarantee Released		-14.		
	date	signature		
Defect Guarantee Submitted			<del></del>	omiration data
	submitted da	te amount		expiration date

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

2001-0030 Application I. D. Number

	•	DDEITOOM				
Cha	ase Custom Homes of Windham	03/02/2001				
	vicant	Application Date				
1 Pe	rcy Hawks Road, Windham, ME 04062	Maggie Ln #7 Duplex 2 Family				
Appl	licant's Mailing Address	Project Name/Description				
		49 - 49 Maggie Ln, Portland, Maine				
	sultant/Agent	Address of Proposed Site				
	licant Ph: (207) 892-2700 Applicant Fax: 2078928900	292 G007001				
Appı	licant or Agent Daytime Telephone, Fax	Assessor's Reference: Chart-Block-Lot				
	Approval C	Conditions of Insp				
1	Separate permits shall be required for future decks, sheds, pools, and	•				
2	This permit is being approved on the basis of plans submitted. Any dev	riations shall require a separate approval before starting that work.				
3	No garages are shown with this property.					
4	Two 8' x 12' decks are shown on the rear along with two rear bulkheads	ş.				
5	The power vents from the chimney shall require a separate application for approval. It SHALL NOT extend more than two (2) feet into the required side setbacks.					
	Approval (	Conditions of DRC				
1	Applicant must submit Engineering Review and Inspection fees prior to the issuance of a building permit.					
2	All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.					
3	Your new street address is now 49-51 Maggie Lane, the number must Occupancy.	be displayed on the street frontage of your house prior to issuance of a Certificate of				
4	allowances for completion of site plan requirements determined to be in	(5) working days prior to date required for final site inspection. Please make incomplete or defective during the inspection. This is essential as all site plan eview Coordinator prior to issuance of a Certificate of Occupancy. Please schedule				
5	As-built record information for sewer and stormwater service connectio approved prior to issuance of a Certificate of Occupancy.	ns must be submitted to Public Works Engineering Section (55 Portland Street) and				
6	The building contractor shall check the subdivision recording plat for prelevation (SE) to be set above the finish street/curb elevation to allow for	re-determined first floor elevation and establish the first floor elevation (FFE) and sill or positive drainage away from entire footprint of building.				
7	The site contractor shall establish finish grades at the foundation, bulkt and sill elevation (SE) set by the building contractor to provide for positi	nead and basement windows to be in conformance with the first floor elevation (FFE) ive drainage away from entire footprint of building.				
8	The Development Review Coordinator reserves the right to require additions.	itional lot grading or other drainage improvements as necessary due to field				

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

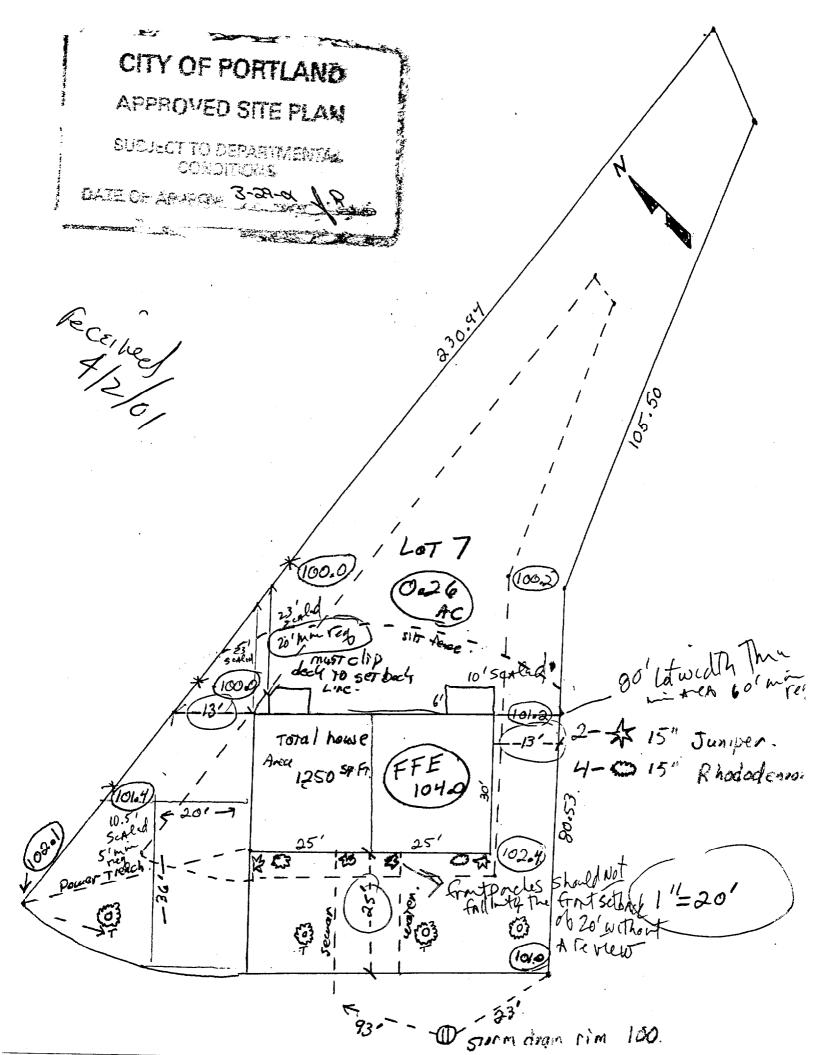
2001-0030

		DRC Copy	Application I. D. Number
Chase Custom Homes of Windham			03/02/2001
Applicant			Application Date
1 Percy Hawks Road, Windham, ME 04062		/·O -—	Maggie Ln #7 Duplex 2 Family
Applicant's Mailing Address		49-51	Project Name/Description
		49 <b></b> 49 Maggie Ln, Portland	l, Maine
Consultant/Agent		Address of Proposed Site	
	ıx: (207) 892-8900	292 G007001	
Applicant or Agent Daytime Telephone, Fax		Assessor's Reference: Chart-	Block-Lot
Proposed Development (check all that apply): 👿	New Building 🔲 Bu	ilding Addition	Residential Office Retail
Manufacturing Warehouse/Distribution	Parking Lot	✓ Other	(specify) Duplex 2 family
1,500 sf	11,179 s	f	R-5
Proposed Building square Feet or # of Units	Acreage	of Site	Zoning
Check Review Required:			
✓ Site Plan	vision	☐ PAD Review	14-403 Streets Review
(major/minor) # of lo		_ · / · · · · · · · · · · · · · · · · ·	
	<del></del>	□ 1 tinto do Buro o constituio	- DED    O#5#
Flood Hazard Shore	iano	☐ HistoricPreservation	☐ DEP Local Certification
	g Variance		Other
Use (ZBA/PB)			
Fees Paid: Site Plan \$400.00 Subd	ivision	Engineer Review	Date 03/02/2001
DD0 A		Reviewer Jay Reynolds	
DRC Approval Status:		) Jay Reynolds	
	oved w/Conditions	☐ Denied	
See A	Attached		
Approval Date 03/29/2001 Approva	al Expiration 03/29/20	02 Extension to	Additional Sheets
	·	<del></del>	Attached
	y Reynolds	03/29/2001	
	signature	date	
Performance Guarantee 📝 Requi	ired*	☐ Not Required	
* No building permit may be issued until a perform	ance quarantee has bee	en submitted as indicated below	
Performance Guarantee Accepted	03/29/2001	\$2,550.00	03/29/2002
	date	amount	expiration date
Inspection Fee Paid			
	date	amount	
Building Permit Issue	4-1-	-	
	date		
Performance Guarantee Reduced	data		
¬ • • • • • • •	date	remaining balance	signature
Temporary Certificate of Occupancy		Conditions (See Attached)	
	date		expiration date
Final Inspection	4-4-		
	date	signature	
Certificate Of Occupancy	dete		
	date		
Performance Guarantee Released	4-4-		
	date	signature	
Defect Guarantee Submitted			
	submitted date	amount	expiration date
Defect Guarantee Released			<u>.</u>
	date	signature	

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

NG DEPARTMENT PROCESSING FORM 2001-0030
ADDENDUM 2001-0030
Application I. D. Number

Cha	ase Custom Homes of Windham	03/02/2001			
Apr	plicant	Application Date			
1 Pe	ercy Hawks Road, Windham, ME 04062	Maggie Ln #7 Duplex 2 Family			
App	licant's Mailing Address	Project Name/Description			
		49 - 49 Maggie Ln, Portland, Maine			
Con	sultant/Agent	Address of Proposed Site			
	licant Ph: (207) 892-2700 Applicant Fax: 2078928900	292 G007001			
App	licant or Agent Daytime Telephone, Fax	Assessor's Reference: Chart-Block-Lot			
	Approval C	onditions of Insp			
1	Separate permits shall be required for future decks, sheds, pools, ar	d/or garage.			
2	This permit is being approved on the basis of plans submitted. Any de	eviations shall require a separate approval before starting that work.			
3	No garages are shown with this property.				
4	Two 8' x 12' decks are shown on the rear along with two rear bulkhea	ds.			
5	The power vents from the chimney shall require a separate application for approval. It SHALL NOT extend more than two (2) feet into the required side setbacks.				
		onditions of DRC			
1	Applicant must submit Engineering Review and Inspection fees prior	to the issuance of a building permit. B. 3-30-30			
2		d to City of Portland standards prior to issuance of a Certificate of Occupancy.			
3	Your new street address is now * , the number must be displayed Occupancy. * 49-51 Massie Lawe	ed on the street frontage of your house prior to issuance of a Certificate of			
4	allowances for completion of site plan requirements determined to be	e (5) working days prior to date required for final site inspection. Please make incomplete or defective during the inspection. This is essential as all site plan Review Coordinator prior to issuance of a Certificate of Occupancy. Please			
5	As-built record information for sewer and stormwater service connecti Street) and approved prior to issuance of a Certificate of Occupancy.	ons must be submitted to Public Works Engineering Section (55 Portland			
6	The building contractor shall check the subdivision recording plat for pand sill elevation (SE) to be set above the finish street/curb elevation	ore-determined first floor elevation and establish the first floor elevation (FFE) to allow for positive drainage away from entire footprint of building.			
7	The site contractor shall establish finish grades at the foundation, bulk (FFE) and sill elevation (SE) set by the building contractor to provide t	chead and basement windows to be in conformance with the first floor elevation for positive drainage away from entire footprint of building.			
8	The Development Review Coordinator reserves the right to require ad conditions.	ditional lot grading or other drainage improvements as necessary due to field			



### CITY OF PORTLAND, ME BOCA 1999 Plan Review Record One and Two Family Dwelling

Valuation: 4/84,000.00	Plan Review # 207	12001
	Date: 5 MArch	/ <del>-</del>
Building Location: 49 Ma 9918 Ln. Lot	CBL: <u>292- G - Ø</u>	07
Building Description: Two Family du	relling unita	
Reviewed By: S. Nottses	· /	
-	e of Construction:	
	SR: See Report X: OK	per plan
Correction List		
NO: Description		Code
		Section
1. All SiTe plan and builder	g Code require-	111.0
ments Shall be completed	before of Ce-Tibrail	118.0
of occupancy Can or wy	1 1	
	Tion inspection	
	hearly marked	
3 Foundations anchors shall	Complywith	2303.17 23 65.17
	confragates.	7
	2	1843. C
4 Foundation drains shall	smpry with	7817.10
Sec.110-7 1813.d	/-///	18/3-0
5. Water prochings danpproch	ng Shall Contry	10/250
with Sec 1100 1813.4"	<del></del>	1948.9/1968.10
	se protected as	1798.17 / 700110
per section 1960,19-1968.		2111.3 2111.4.4
7. Chimneys and Vents shall		NAPAZI/
Chimpeys-Chiy - Vents Ch	· 7 /Vent chia	NEPAZN
Bi Sound Thansmission ConTrol	Shall comply	1214.6
with Charter 12 Sec. 1214.9	,	/
	section 1022.d	1622.0
10 Handrails shall comply will	7 1.1/	16210
11. Stain Construction shall come	Ly With Section	1014/0
16 14.4	···· nela ··· ne hall	1616.4
12. Seeproon egress por rescue	windlaws shall	<del>"</del>
REV. PSH 47.00		

	Correction List	T T
NO:	Description	Code
	•	Section
13,	Ventiny afid access To Crawl Spaces & ATVCS	1210,0
	Shall Should will Spetion 1210.00 1211.0	1211.6
14,	Fasteninks of blue, elements shall comphy	
	with sporter Table 23d5.2	23\$5,2
15.	Boring, culting and Notching shall Comply	see
	With Sections 2365 3 2365, 3, 1 2605, 4, 4, 4 , 23/5, 5/4	5ec,
H.	Bridging Spall Comply with Section 2305,16	23051K
17,	Class and glazing shall comply will section	2406-0
18	Flocking Shell Dollar with Section 10002 16	1406-3.10
19	Fire 129 STITIONS SOUT COMPLY WITH SECTION TILL	7/1.0
26	Penetrations Shall Comply with Section 214.	7140
	Teresta de la	1
	<del></del>	<del></del> _
		<del></del>
		· · · · · ·
		<del></del>
		<del></del>
		<del></del>
V: PSH 4-7-00		

### Foundations (Chapter 18)

## Wood Foundation (1808)

	Design Installation
	Footings (1807.0)
X 100 X	Depth below (outside) grade 4' minimum; but below frost line except for insulated footings. Insulated footing provided Soil bearing value (table 1804.3) Footing width Concrete footing (1810.0) .3.1, 3.2
	- - - Foundation Walls
X	Design (1812.1)  Minimum thickness Tables 1812.3.2.(1) & 1812.3.2 (2)  Water proofing and damp proofing Section 1813  Sill plate (2305.17)  Anchorage bolting in concrete (2305.17)  Columns (1912)  Crawl space (1210.2) Ventilation  Crawl opening size (1210.2.1)  Access to crawl and attic space (1211.0)
	Floors (Chapter 16-23)
X X X X X X X X X X X X X X X X X X X	Joists - Non sleeping area LL40PSF (Table - 1606) Joists - Sleeping area LL30PSF (Table - 1606) Grade Spacing Span Girder 4" bearing 2305.6.1

## Floors (contd.)

\$ 5x x x x x x x x x x x x x x x x x x x	Bearing (11/2" minimum on wood or steel 3" on masonry) and lapped (3")2305.2 Bridging (2305.16) Boring and notching (2305.5.1) Cutting and notching (2305.3) Fastening table (2305.2) Floor trusses (AFPANDS Chapter 35) Draft stopping (721.7) Framing of openings (2305.11) (2305.12) Flooring - (2304.4) 1" solid - 1/2" particle board Concrete floors (1905) 3 1/2" 6 mil polyethylene vapor retarder
•	Wall Construction (Chapter 2300)
	y, an Conor Compete 2009
	Design (1609) wind loads
	Load requirements
<del>\\</del> _	Grade
23	Fastening schedule (Table 2305.2)
<del></del>	Wall framing (2305.4.1)
<del>-4</del>	Double top plate (2305.4.2)
	Bottom plates: (2305.4.3) Notching and boring: (2305.4.4) studs
	Non load bearing walls (2305.5)
	Notching and boring (2305.5.1)
	Wind bracing (2305.7)
	Wall bracing required (2305.8.1)
X	Stud walls (2305.8.3)
	Sheathing installation (2305.8.4)
	Minimum thickness of wall sheathing (Table 2305.13)
	Metal construction
	Masonry construction (Chapter 21)
	Exterior wall covering (Chapter 14)
	Performance requirements (1403)
'	Materials (1404) Veneers (1405)
	nterior finishes (Chapter 8)
	Roof-Ceiling Construction (Chapter 23)

NA	_ Roof rafters - Design (2305.15) spans
_X_	_ Roof decking and sheathing (2305.15.1) 5/8" boards and (2307.3) (Table 2307.3.1(2))
<u> X</u>	_ Roof trusses (2313.3.1)
·	<del>_</del>
	_ ·
	<b>-</b>
	<del>_</del>
	_
•	Roof Coverings (Chapter 15)
<u></u>	_ Approved materials (1404.1)
	Performance requirement (1505)
	Fire classification (1506)
X_	_ Material and installation requirements (1507)
NA	_Roof structures (1510.0)
$\overline{A}$	_ Type of covering (1507)
<i>)</i> `	$\cdot$
	Chimneys and Fireplaces
	BOCA Mechanical/1993
,	36(1006.0)
	_ Masonry (1206.0)
	_Factory - built (1205.0) _Masonry fireplaces (1404)
	Factory - built fireplace (1403)
500	NFPA 211
	Mechanical
	1993 BOCA Mechanical Code
	1775 BOCK Meenamean code
· · · · · · · · · · · · · · · · · · ·	·

State Plumbing Code
Fublic Wales
Jublic Sense
Page 5

	•
· · · · · · · · · · · · · · · · · · ·	
	Load Design Criteria
Floor live load sleeping	30 PSF
Floor live load non sleeping	40 PSF
Roof live load	42 PSF
Roof snow load	46-PSF
Seismic Zone	2
Weathering area	<u> </u>
Frost line depth	4' MIN
Frost fine depth	<del>y war</del>
	Glazing (Chapter 24)
Labeling (2402.1) Louvered window or j Human impact loads (2 Specific hazardous loc Sloped glazing and sky	2405.0) ations (2405.2)
	Private Garages (Chapter 4)

### Egress (Chapter 10)

	One exit from dwelling unit (1010.2)
51	_ Sleeping room window (1010.4)
	EXIT DOOR (1017.3) 32" W 80" H
1	Landings (1014.3.2) stairway
No	Ramp slope (1016.0)
59	_ Stairways (1014.3) 36" W
51	_ Treads (1014.6) 10" min.
52.	_ Riser (1014.6) 7 3/4" max.
51	_ Solid riser (1014.6.1)
NI	_ Winders (1014.6.3)
NA	Spiral and Circular (1014.6.4)
51	_ Handrails (1022.2.2.) Ht.
52	Handrail grip size (1022.2.4) 1 1/4" to 2"
Sa	Guards (1012.0) 36" min.
	· •
	· •
	Smoke Detectors (920.3.2)
$\Omega$	
45	Location and interconnection
rsu -	Power source

Dwelling Unit Separation
Table 602
See Ye part

Electrical
NFPA #

recuived revised Applicant: Chase Custome Homes
Address: 49 Maggie (Ame (6+47) Date: 3/13/01 Plans 4/2/01 C-B-L: 292-G-00> Zone Location - R-5 Interior of corner lot -Proposed Use Work - to Con Struct 21 Servage Disposal - Cfy Lot Street Frontage - 50'reg 50't The Front Yard - 20 Teg 28 PRent Yard - 20' rey - 15'scalad 23' Scalad mrevised Side Yard- 12 reg - 13 & A given Projections - 2- Rear decks - 2 front parkes - 2 FeAr bulkheads

thereing Width of Lot - 60' min Fig - 79 Shown They The Namowest Sector Height - 35 mAx - 2 Story Show Lot Area - 6,000 mi 11,179 86~ Lot Coverage Impervious Surface - 407 MAX Area per Family - 3,000 4 >Off-street Parking - 4 reg - Non Loading Bays - NA Site Plan- Monor Site & # 2001-0030 Shoreland Zoning/Stream Protection -Flood Plains - PAnel / Zne X power vents in side yord regulies A Sep. Jenn

From:

Marge Schmuckal

To:

Jay Reynolds

Subject:

Re: Bailey Ave - new single family

Section 14-403 of the Zoning Ordinance states that a new structure which abuts any portion of a street which is unimproved or improved but not permanently paved shall be required to bring the street up to City Standards as promulgated by the Public Works Authority. These street standards shall begin at the nearest permanently paved street to the end of the property in question. There is only one exemption: these regs. do not apply to the owner of a lot that establishes that she or he was the owner of that same lot on November 19, 1984, and at all times thereafter, and states his or her intention under oath to make the structure his or her personal residence. I am possitive that the owner of this lot can not truthfully make this statement......So a new road shall go in.

RE: (Lot #7) #49 - Maggie Lane: On 3/14/01 when we met I had several issues as follows: No off street parking was shown - needs to show that parking at least 5' setback from the side lines. I am questioning the rear setbacks off the left side of the bldg. My scaling shows that they have less than the required 20 feet. Also my submitted plot plan shows different deck sizes than what you have. We need <u>real</u> site plans is what our consensus was. Yes I have some bldg plans, but they do not entirely match the site plan. I keep reiterating to these contractors: site plans shall match the construction plans in everyway - it is a basic. I have seen no new plans on this. Have you notified them of any of these items or any of your items?

#### >>> Jay Reynolds 03/27 8:09 AM >>>

I went out there yesterday, it's not on a developed street.

it abuts bailey ave., but the physical access would be TARBELL AVE., right next to the infamous 119 tarbell that shouldn't have gotten a building permit.

Do we have something in the ordinance pertaining to this?

I'm going to put it on Wednesday's agenda,

Also, do you have any building plans for Lot 7, #49 Maggie Lane? The submitter says he brought in nine copies of everything, but i didn't have any building info., and i thought you mentioned you didn't either.........

Jay

>>> Marge Schmuckal 03/20 4:59 PM >>>

Jay, have you had a chance to look at this one yet out in the field? I don't think that this is on a developed street. Please let me know. Thanks - Marge

CC:

Sarah Hopkins

# CITY OF PORTLAND, MAINE DEVELOPMENT REVIEW APPLICATION PLANNING DEPARTMENT PROCESSING FORM Fire Department Copy

20010030

I. D. Number

Applicant or Agent Daytime Telephor  Proposed Development (check all the  Office Retail Manual  1,500 sf per unit	892-8900 ne, Fax at apply): ☑ New Building ufacturing ☐ Warehouse/ 1	3/2/01 Application Date  Duplex 2 family home  Project Name/Description  7 - 7 Maggie Ln, Portland, Maine  Address of Proposed Site  292 G007  Assessor's Reference: Chart-Block-Lot  Building Addition Change Of Use Residential Distribution Parking Lot Other (specify) Duplex 2 family home  179 sf		
Proposed Building square Feet or # o	of Units A	creage of Site	Zoning	
Check Review Required:  Site Plan (major/minor)	Subdivision # of lots	PAD Review	14-403 Streets Review	
Flood Hazard	Shoreland	☐ HistoricPreservation	☐ DEP Local Certification	
Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other	
Fees Paid: Site Plan \$4	00.00 Subdivision	Engineer Revie	Date: 3/2/01	
Fire Approval Status:		Reviewer Lt.Mc Dougall ~	t11M	
<b>✓</b> Approved	Approved w/Condition	ons		
Approval Date 3/12/01	Approval Expiration	Extension to	Additional Sheets	
✓ Condition Compliance	Lt.Mc Dougall signature	3/12/01 date	Attached	
Performance Guarantee	☐ Required*	☐ Not Required		
* No building permit may be issued up	ntil a performance guarantee	has been submitted as indicated below		
Performance Guarantee Accepted	d			
Inspection Fee Paid	date	amount	expiration date	
☐ Building Permit Issue	date	amount		
Performance Guarantee Reduced	date	pameiries below		
Temporary Certificate of Occupan		remaining balance  Conditions (See Attached)		
Final Inspection	dato		expiration date	
Certificate of Occupancy	date	signature		
Performance Guarantee Released				
Defect Guarantee Submitted	date	signature		
Defect Guarantee Released	submitted date	amount	expiration date	
	date	signature		

DEC-50-5006 11:20

#### **CONSTRUCTION AGREEMENT**

AGREEMENT made this 18 day of December, 2000, by and between Chase Custom Homes & Finance, Inc., a Maine corporation, with a principle place of business located at 1 Percy Hawkes Road, Windham, Maine, 04062, (hereinafter referred to as "builder") and Deseica + Nicola Moore

, (hereinafter collectively referred to as "Buyer").

WHEREAS, Buyer is the buyer or owner of a cortain parcel of land known as
L. CT 7 May 9-16 Lane, Portland, Maine, and desire to have a home
constructed thereon

WHEREAS, Builder desires to perform such construction and related services with certain terms and conditions.

NOW THEREFORE, the parties hereby agree as follows:

- CONSTRUCTION: Builder shall, according to the terms and conditions bereof, provide the construction labor, services and materials set forth in attached Exhibit A. The parties acknowledge that Builder shall provide comprehensive services for the entire project, except the following which shall be the sole responsibility of Buyer:
  - A. Building permit
  - B. Blueprints
  - C. Final landscaping
- 2. PRICE AND PAYMENT: payment to Builder shall be in the amount of \$ \ 84,000 with a deposit of \$5000 at the time of this contract; NA at the time of existing home sale. The balance of \$ \ 79,000 shall be paid at closing.
- SERVICES PROVIDED: All services, labor and materials provided by Builder shall meet or exceed all building a zoning standards and requirements. Buyers shall secure all licenses and permits required.
- 4. BUILDER'S INSURANCE: Builder shall secure, and upon request, provide to Buyer proof of insurance for Builder's risk, liability and workers compensation in amounts sufficient and appropriate for this project. Builder hereby indemnifies and holds harmless Buyer for any damage liability or expenses, including reasonable attorney's fees, with respect to real or claimed damage to anyone or anything in connection with the undertakings and duties of Builder as set forth herein.

HA \$2100 0013 37/10

2

- 5. BUYER'S SUBCONTRACTORS: By mutual agreement, the Buyer may let their contractors become involved in connection with the work, and the Builder shall cooperate with any such other contractors. Those other contractors shall perform their work or service under direction of General Builder so as not to delay or impede construction. Further, by mutual agreement, the Buyer may purchase directly portions of the materials specified herein.
- 6. LIEN WAIVERS: Builder shall deliver a Master Lien Waiver to Buyer at the time of final payment.
- 7. CONDITION OF THE PREMISES: Builder shall keep the building and lot free from accumulation of wasts material and tubbish and at the completion of the work he shall remove all rubbish from and about the building and all his tools, scaffolding, surplus materials, and shall leave the entire work "broom clean". Buyer should expect to have to clean the home prior to moving in.
- 8. OWNER'S INSURANCE: The Builder agrees that during the construction of the house he will maintain at his expense full fire insurance in the amount to satisfy any needs that may arise, which insurance will run for the benefit of both parties to this contract, and in the event of total or substantial destruction of the house when partly completed, then the parties agree that upon the collection of the insurance the same shall be paid to the Builder, who agrees to start reconstruction promptly, consistent with its other work in process, and thereafter proceed expeditiously, all in accordance with the foregoing agreement drawings and specification. If Buyer is the current owner of the land being construction on, it is recommended that the Buyer obtain liability insurance.
- 9. WORK DATES: The builder shall initiate on site construction within a reasonable time after receiving a deposit and after being notified by the Buyer that financing as set forth in paragraph 20 is in place. The construction shall be substantially completed with a reasonable time frame. Said agreement as to completion is contingent upon strike, accidents, weather condition, delays caused by work change orders or delays beyond the control of the Builder.

MA TE: 18-84-101

X6.9

- 11. DESCRIPTION OF THE WORK: The work to performed by the Builder under this contract includes the following:
  - A. Procuring building permits (cost of building permits to be paid for by Buyer)
  - B. Excavation, foundation and site work.
  - C. All building materials supplied with allowances as specified in Exhibit A
  - D. All labor for foundation, excavation, carpentry, plumbing and heating, electrical, masonry, drywall, insulation, roofing, flooring and miscellaneous work as needed, outlined and specified in Exhibit A
  - E. Construction shall be according to building plans or blueprints (as may be modified) attached hereto. Builder has the right to make modification to blueprints and deemed structurally necessary.
  - F. Allowances are listed in Exhibit A. The contract price shall be increased or decreased, as the case may be, to the extent materials or labor provided is greater than or less than a stated allowance without further writing. The materials or labor furnished, as an allowance shall not be considered a "change order" as defined in paragraph 15.
- 12. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple counterparts, is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Buyer and Builder. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several.
- 13. DEFAULT; DAMAGES: If Builder shall fail to fulfill Builder's agreement herein, all deposits made hereunder by Buyer, together with all interest carned, thereon shall be retained by Buyer as liquidated damages and this shall be Buyer's sole and exclusive remedy at law or in equity for any default by Builder under this agreement. Should Buyer default, then Builder shall have all available remedies, including specific performance, and reasonable attorneys' fees.
- 14. DISPUTE RESOLUTION: If a dispute arises concerning the provision of this contract or the performance of the parties, then the parties agree to settle this dispute by jointly paying for binding arbitration as regulated by the Maine Uniform Arbitration Act with parties agreeing to accept the Arbitrator's decision as final.

- 15. WARRANTIES: In addition to any additional warranties agreed to by the parties and contained herein, the Builder warrants that the work will be free from faulty materials and constructed according to the building code applicable for the location as referred to on page one of this agreement; constructed from new materials; constructed in a skillful manner and fit for habitation. The warranty rights and remedies set forth in the Maine Uniform Commercial Code apply to this contract. Specifically, and without limiting any other remedies, Builder warrants it workmanship, materials and construction for minimum of one year from the date of completion.
- 16. CHANGE ORDERS: Any alteration or deviation from the construction specifications contained herein or attached hereto that involve the revisions of the contract price will be executed only upon the parties entering into a written change order. The change order shall operate as an amendment to this contract. Each change order must be in writing and becomes a part of and shall be inconformance with this contract unless otherwise stated in the change order. All work shall be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated. The change order must detail all changes to the original contract that resulted in revision of the sales price and must be signed by the Buyer.
- 17. ENERGY STANDARDS: Builder and Buyer acknowledge that 10 M.R.S.A. 1411 et. Seq. establishes minimum energy efficiency standards for residential construction. Both parties acknowledge that the building to be constructed hereunder does meet or exceed such standards.
- 18. CLOSING: Buyer will close on the property within 5 days of the Certificate of Occupancy. Seller will have the option to charge interest on the outstanding balance owed in an amount to be determined by Seller.
- 19. POSSESION OF PROPERTY: Buyer will take possession of home after the closing of the property and after full payment to Builder has been made. Buyer agrees that no personal property or items will be moved into the property until after said closing has taken place and full payment has been made. In the case of a recession as required by the mortgagor, possession will not take place until the three-day recession period has ended and final payment has been received.
- 20. WATER QUANTITY & QUALITY: Builder will guaranty water quantity as regulated by DHS but will not guaranty water quality.
- 21. MORTGAGE CONTINGENCY CLAUSE: In order to help finance the acquisition of said premises, the Buyer shall within 7 days from the effective date of this agreement apply for a mortgage loan of Payable in no less than years at an interest rate not to exceed market rates.

REAL PROPERTY.



## Commission Agreement with Builder

Agreement ma	ide this 21 day of December, 7500 by and between DeWolfe					
and Cha	el Custoul Homes (hereinafter "Builder").					
Builder	The Builder is in the business of constructing single family residences.					
DeWolfe	DeWolfe is in the business of providing homebuying services.					
Services	The Builder is interested in utilizing the services of DeWolfe in procuring, on terms and conditions acceptable to Builder, a ready, willing and able customer for whom Builder may construct a single family residence(s). DeWolfe hereby agrees that it may, from time to time, in its sole and absolute discretion, and with the explicit understanding that there is no continuing obligation to do so, refer to Builder various customers that DeWolfe considers to be appropriate.					
Commission	In the event that Builder, or any person or entity acting on Builder's behalf, constructs a residence for a customer to whom Builder was introduced by DeWolfe, Builder shall pay to DeWolfe a commission of% of the amount calculated as follows:					
	1) If, in connection with the new construction, the buyer purchases from builder, or any person or entity acting on Builder's behalf, the land upon which the residence is to be constructed, then the commission shall be based upon the sum of the purchase price of the land plus the total cost of construction, OR					
(V)	2) If the land upon which the new residence is to be constructed is not being purchased by Buyer from Builder, or from any person or entity acting on the Builder's behalf, then the commission shall be based upon the total cost of construction.					
	The commission shall be due and payable as follows:					
	1) If the construction is financed through an institutional lender, then the commission is due in three (3) equal payments with the first partial (1/3) commission payment due at the time of the first construction loan disbursement, the second partial (1/3) commission payment due at the time of the second construction loan disbursement and the third and final partial (1/3) commission payment due at the time of the third construction loan disbursement. Builder hereby agrees that he shall incorporate into the Construction Agreement the "Addendum to Construction Agreement Regarding Payment of Broker's Commission", a copy of which is attached hereto as "Exhibit A",					
	OR					
(e)	2) If the construction is not financed through an institutional lender then the commission shall be due at the time of the execution of the Construction Agreement.					
RURR	Constant Kungt					
Builder	DeWolfe Associate					
Date	Date					

### 207 774 1115 P.04/17

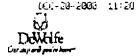
ADDENDUM to Contract for Sale of Real Estate dated December 18, 200
between Un De Custou Howeld the Seller(s) and
LEGICA RUL NICOLE MONVE) the Purchaser(a) concerning
property located at New Monstruction at Lot 7
property located at 1400 1000 1000 1000 1000 1000 1000 100

This Addendum is an integral part of the above-referenced Contract.

- 1) This contract is contingent on Jessica and Nicole Moore closing on Lot 7 Maggie Lane, Portland before January 30, 2001.
- 2) Construction will begin within 45 days of the closing on Lot 7 Maggic Lane, Portland.

Seller	Date Prirchaser	10/8/0 Date
Dally.		XU 12/19/2
Seller	Date Purchaser	Date
Witness	Date Witness	Date

1



#### CONTRACT FOR SALE OF REAL ESTATE

#### Dated December 18, 2000

RECEIVED OF Nitole & Jourise Means," whose mailing address is 33 Shoridan Means, Posthaud, horshanter called "Purchases," the sum of (\$5000) New Thomas Delian is current money and in purt payment on second of the purchase price of the land and buildings at Lat 7 Marcle Lang in the town/clay of Posthaud, in the County of Cumparland, State of Maine, currently owned by Nicole & Jessics proper, hereinafter called "Seller," described at follows:

A 2-unit home to be built upon Let 7 Mostle Lane with naproximately \$250 6F, outsign built to the inscrinerium as agreed upon on Describer 14.

2010 and practical in this contract, hereins and any personal property described in Paragraph 2 are hereafter collectively called the "Property."

(Title Reference: Book & Page & Curricerland County Registry of Doeds)

Solier and Parchaere agree as foliows

- ) FIXTURES, All features are to be included in this edic, including all existing norm will down and saremet, shades and/or blinds, shutters, curtain rods, and slaveled fixtures, but excluding: 1/1.
- PHRIONAL PROPERTY, No lieute of present property are included excess airs.
   This parties agree that no partien of the purposes price is attributable to the personal property.
- PURCHASE PRICE: The total purchase price is (\$184,000) One Handred Bighty Four Thousand dollars, with payment to be made as follows: (\$5000) The Thousand dollars paid as earnest meany upon accoptance of this offer and the balance in each or certified or bank funds at electing.
- EARNES! MONEY. Estimat money is received and held by <u>DaWolk</u> who shall not an excent agent until transfer of title. In the event of Seller's num-acceptance, title earnest money shall be promptly returned to Purchaser.
- ACCOUNTANCE: Seller's acceptance shall be given on or before Desamber 21 2009 by 12:00 nape
- 6 CLOSING DATE: A good and entitleten fixed conveying moverable citic shall be delivered to Perchaser, and this tenneming shall be closed and Purchaser and Jany the purchase price as provided basets and execute all papers securary the the sumpletion of Department 11562 or before 1 agreed upon in writing by Seller and Purchaser.
- PDSSHSSION(X:CUPANCY: Full pussession will be given introduced upon transfer of fills, unless otherwise agreed to be writing by Purchaser and Sullor. At bisosfer, the Pientines will be in substantially the series condition at at pretent excepting only reasonable wear and start. The risk of loss or damage to the Premises by fire or otherwise until untiafer of tide is assumed by Soller. Purchaser may the a walk-through inspection within 48 hours prior to closing to determine that the Premises meet those conditions.

If the Property is a multi-tactily, it will be transferred subject to leaves in effect at transfer of title. Seller agrees that the following unity will be vacated at the time of transfer, but makes no representation as to occupancy status of other units at transfer; and

HENANCING This Contract is subject to Purchaser obtaining an anavantional load of 40% of the purchase price, of a Reed of an adjustable initial internet rate of not more than 2% and amortized over a period of 24 years, Purchaser to pay not more than 9 points. If Purchaser is unable to obtain said to an Purchaser may declare this Contract null and void and the cartiest money shall be promptly returned to Purchaser.

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

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser his made application and that based upon the information given and subject to verification, is qualified for the Joan requested, and (2) final lean approval within 38 days of Effective Date of this Contract.

If either of such loan antitowals is not obtained within said time penods, Seller may declare this Contract sull and void, and surface money shall be primptly returned to Purchaser.

- Q. PIDINTS: Bellar agrees to pay \$ 1 towards Purchaser's points and/or elusing costs.
- 10. INSPECTIONS. Again saturally recommends that Purchaser engage professional inspossors to invastigate the Premistor. This Contract is subject to the following inspections with results being satisfactory to Purchaser:

TYPE OF INSPECTION  a) Clenard Building  b) firwage disposel  c) Radon Air Quality  d) Radon Water Quality  c) Asherina  C Lead Paint		SS RABBAR R SS	within days from Effective Daze within days from Effective Usle
() Load Paint g) Wood Bonng Insects h) Other.	5		within days from Effective Date within days from Effective Date within days from Effective Date

All inspections will be done by inspectors shown and paid for by Purchaser. If the result of any inspection is unset efactory to Purchaser, Purchaser, and paid for by Purchaser. If the result of any inspection is unset money shall be commed to much self-undered to further does not notify Selfer that an inspection is unself-shalor, within the time period set forth above, the contingency shall be decreed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the Precises.

the foundation and Ready For Lunder Completion Exclusion (2)

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17				5: Pershiver i nd zomplese s		ige receipt of wr	itan agency disclosu	es and confirm the following a	garcy relationships for
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16							e of this contract to an he slotleg of this tran	y storney, tille company, spp: uction.	wisde, lander, inpurpiece
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	EFFECTI parties or			Contract 15 4	binding contract who	n signed by hoth	Soller(s) and Purchas	oi(s) and when that their has bee	llu e: bater lat. m mas e
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1	2/10	neva ha	were, U	ant Broket,2 b	OTTION WHAT WORKED	ca one full amour	nt elishe commikudon i	pecified.	

Date Salidate Suc. Sec. #

Dute.

Rev. 5/2000

Scilor

SEFFECTIVE DATE:

EFFECTIVE DATE:

Throughout this Custract, the term "days" means calendar days.

Page 2 of 3

#### STATUTORY WARRANTY DEED

MAGGIE LANE DEVELOPMENT, LLC, a Maine Limited Liability Company with a with a principal place of business in Portland, in the County of Cumberland and State of Maine, whose mailing address of P.O. Box 10127, Portland, Maine 04104

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

NICOLE MOORE and JESSICA MOORE, with a mailing address of 53 Sheridan Street, Portland, ME 04101, as JOINT TENANTS

A certain lot or parcel of land with any improvements thereon situated northeasterly of Forest Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 7 as shown on a plan entitled "Maggie Lane Subdivision" made for Maggie Lane Development LLC dated February 2, 1999, prepared by Titcomb Associates and recorded at the Cumberland County Registry of Deeds in Plan Book 200, Page 128, as amended in Plan Book 200, Page 412 and further amended in Plan Book 200, Page 460.

Being a portion of the premises conveyed to the Grantor herein by deed from W.A. One of even or recent date and recorded at the Cumberland County Registry of Deeds.

The herein conveyance is subject to and together with the benefit of the following:

- 1. The rights in common with others to Maggie Lane as shown on said Plan.
- 2. Easement Deed from Maggie Lane Development, LLC to the City of Portland dated April 11, 2000 and recorded in Book 15413, Page 102.

- 3. Easement Deed from Maggie Lane Development, LLC, et al. to Portland Water District dated November 14, 2000 and recorded in Book 15846, Page 62.
- 4. Easements as set forth in the deed from W.A. One, Inc. to Maggie Lane Development, LLC dated April 11, 2000 and recorded in Book 15413, Page 106.
- 5. Declaration of Restrictions and Covenants, Maggie Lane dated June 7, 2000 and recorded in Book 15522, Page 54.
- 6. Easement and encumbrances as set forth on said plan for Maggie Lane Development, LLC dated February 2, 1999 and recorded in Plan Book 200, Page 460.
- 7. Notes as set forth on said plan of Maggie Lane Subdivision recorded in Plan Book 200, Page 460.

This conveyance is subject to the following restrictions, which Grantees covenant and agree by acceptance of the herein deed shall be binding upon the Grantees, their heirs, devisees and assigns:

- The lot herein conveyed shall not be further subdivided without Maggie Lane Development, LLC's written, recorded approval.
   This restriction shall include the prohibition against boundary transfers or deeding of easements for any purpose.
- 2. The herein conveyance specifically excludes any rights in a certain twenty-five (25) foot right-of-way extending from the northeasterly sideline of Forest Avenue to the southwesterly sideline of Lot 17 as shown on said plan.
- 3. Lot 7 shall be limited to not more than two (2) residential units.

This conveyance is made SUBJECT to the current real estate taxes to the Town of subject to proration at the closing, which the Grantees herein by their acceptance of this deed hereby assume and agree to pay.

caused this instrumen	to be signed and sealed by Ame, much its into duly authorized this 28 day of December, 2000.
	MAGGIE LANE DEVELOPMENT, LLC

STATE OF MAINE CUMBERLAND, SS.

December 28, 2000

Then personally appeared the above-named I Ames M w of MAGGIE LANE DEVELOPMENT, LLC as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Limited Liability Company.

Before me,

JOYCE M. YATES

NOTARY PUBLIC, MAINE

MY COMMISSION EXPIRES SEPTEMBER 16, 2003

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

Inspections Office Copy

20010030

I. D. Number

Applicant  1 Percy Hawks Road, Windham, M Applicant's Mailing Address	E 04062	3/2/01 Application Date  Duplex 2 family home  Project Name/Description		
Chase Custom Homes		7 - 7 Maggie Ln, Portland, M		
Consultant/Agent		Address of Proposed Site		
	892-8900	292 G007		
Applicant or Agent Daytime Telephor	ne, Fax	Assessor's Reference: Chart-E	Block-Lot	
	ufacturing		See Residential Pr (specify) Duplex 2 family home	
1,500 sf per unit		79 sf		
Proposed Building square Feet or # o	of Units Acre	eage of Site	Zoning	
Check Review Required:				
Site Plan (majo(/minor)	Subdivision # of lots	PAD Review	14-403 Streets Review	
☐ Flood Hazard	Shoreland	HistoricPreservation	DEP Local Certification	
Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other	
Fees Paid: Site Plan \$4	00.00 Subdivision	Engineer Review	Date: 3/2/01	
Inspections Approval S	itatus:	Reviewer		
☐ Approved	Approved w/Conditions see attache	☐ Denied		
Approval Date	Approval Expiration	Extension to	Additional Sheets	
Condition Compliance			Attached	
	signature	date		
Performance Guarantee	Required*	☐ Not Required		
* No building permit may be issued u	ntil a performance guarantee has	s been submitted as indicated below		
Performance Guarantee Accepted				
— 1 enormance duarantee Accepted	date			
□ taanaati <b>= =</b>	date	amount	expiration date	
Inspection Fee Paid				
	date	amount		
☐ Building Permit Issue				
	date			
Performance Guarantee Reduced	I			
	date	remaining balance	signature	
Temporary Certificate of Occupan	CV	_		
	date	Conditions (See Attached)		
Final Inc., at	duic		expiration date	
Final Inspection				
Certificate Of Occupancy	date	signature		
Sommone Of Occupancy	doto			
Performance Guarantee Released	date 1			
1	date	signature		
Defect Guarantee Submitted	2010	อเมูกสเนเช		
Defect Guarantee Released	submitted date	amount	expiration date	
	date	signature		

Inspection Services Michael J. Nugent Manager



Department of Urban Development
Joseph E. Gray, Jr.
Director

## CITY OF PORTLAND LEGAL NOTICE

March 2, 2001

Site Location: lot #7, Maggie Lane

Nature of Project: 2 dwelling units 1,500 s.f. per unit

**C/B/L:** 292-G-007

## Dear Property Owner;

An application was submitted to the City of Portland Inspections Office on February 21, 2001 from Chase Custom Homes. The applicant is requesting to construct a two family dwelling units on vacant land located on Maggie Lane

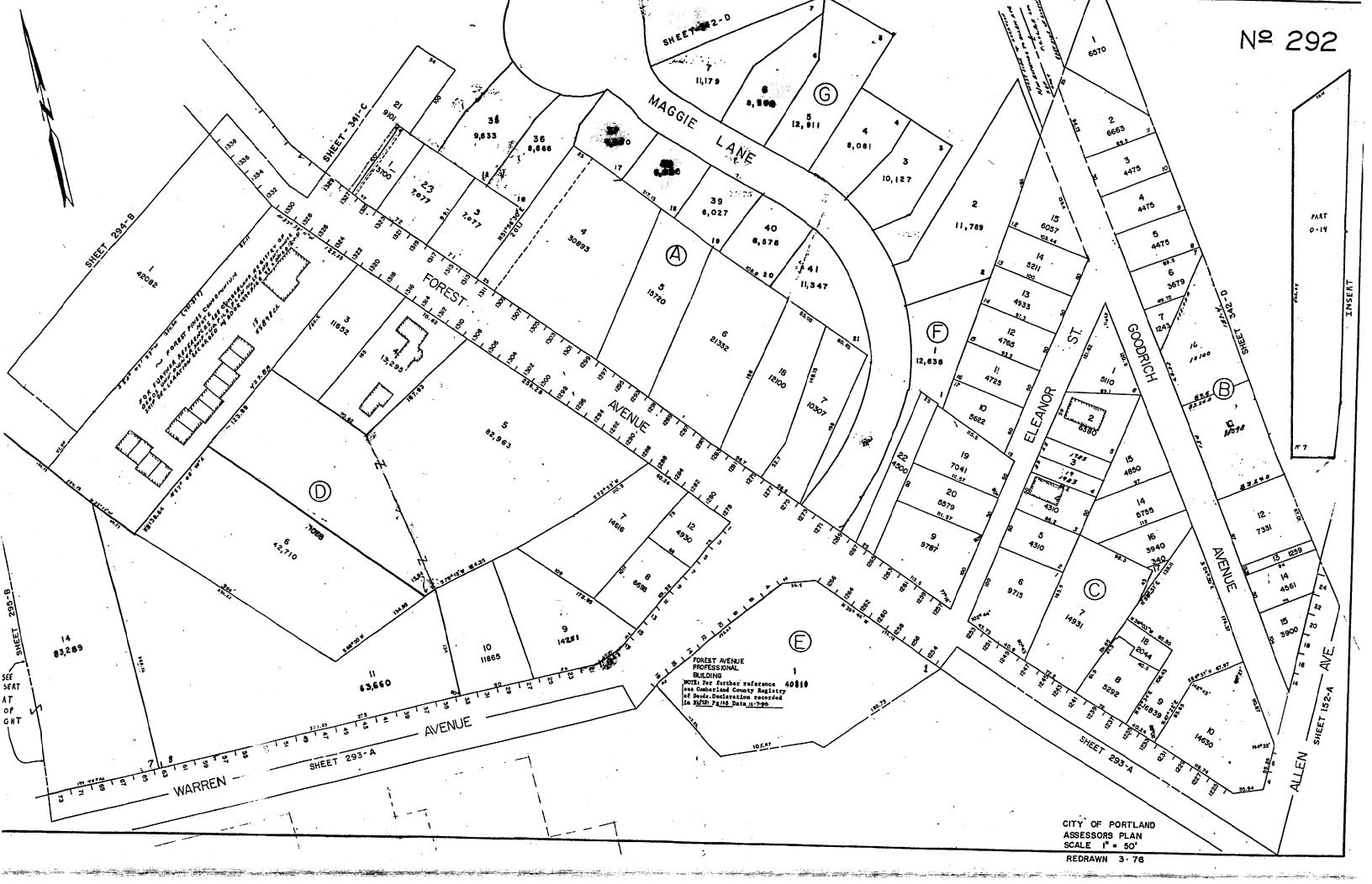
In accordance with section 14-32.3 of the Portland Land Use Ordinance notices of site plan applications must be sent to immediate abutters.

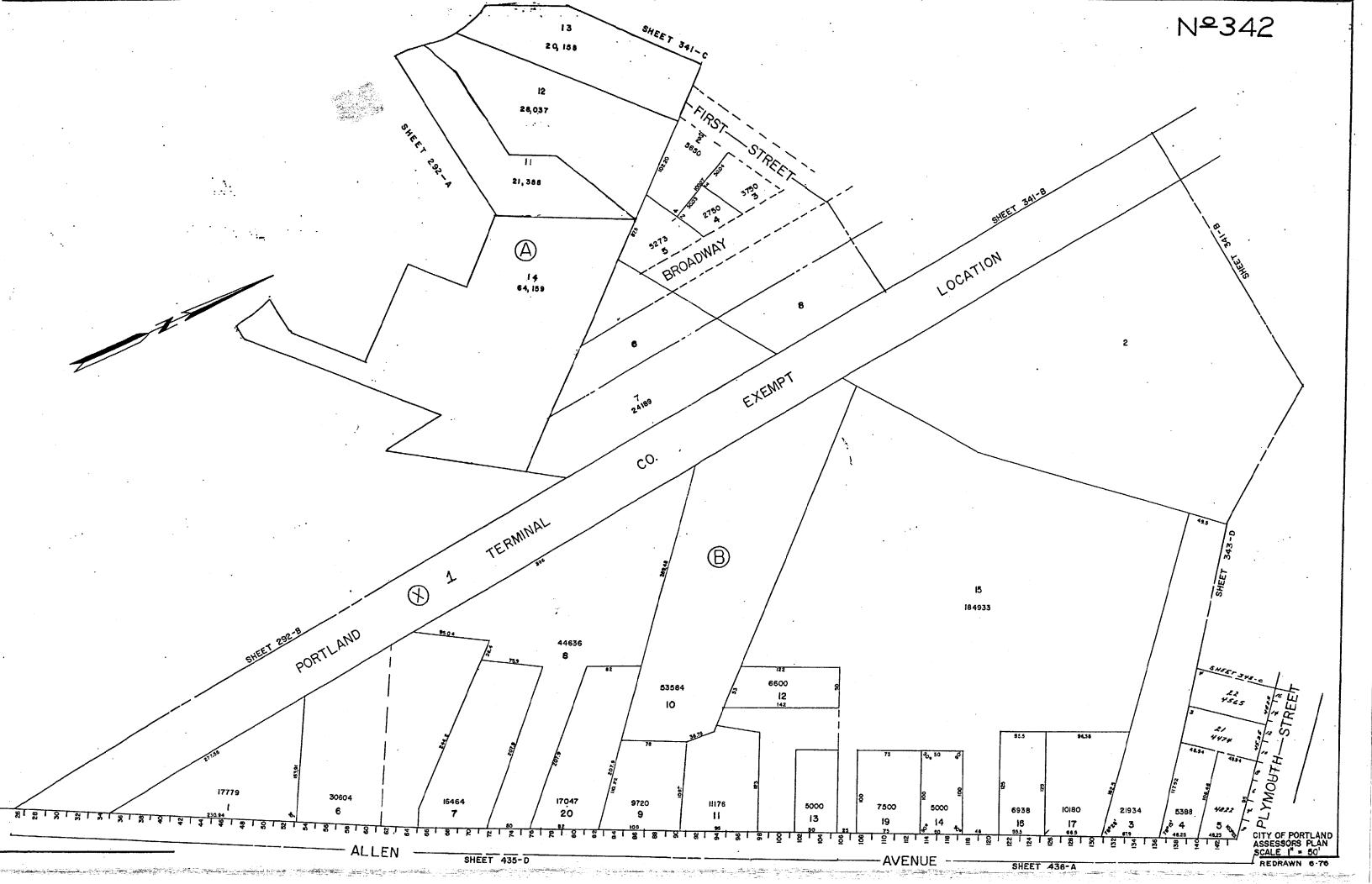
The review of the application is now starting and it must go through several steps prior to approval, including staff technical review and possible Planning Board approval, which may include a public hearing.

The technical submissions are available in the Planning Office, 389 Congress St., 4th floor.

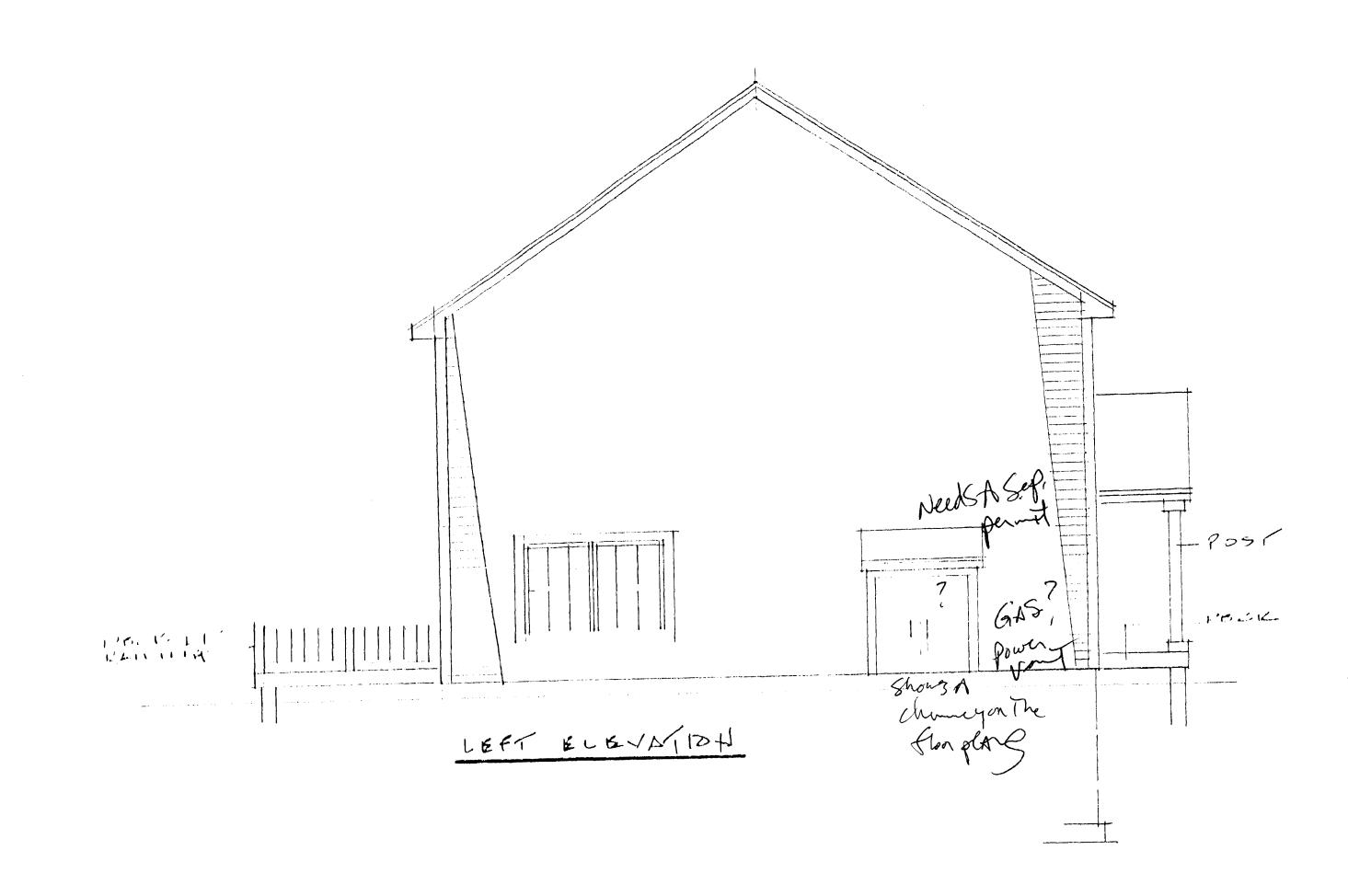
Sincerely,

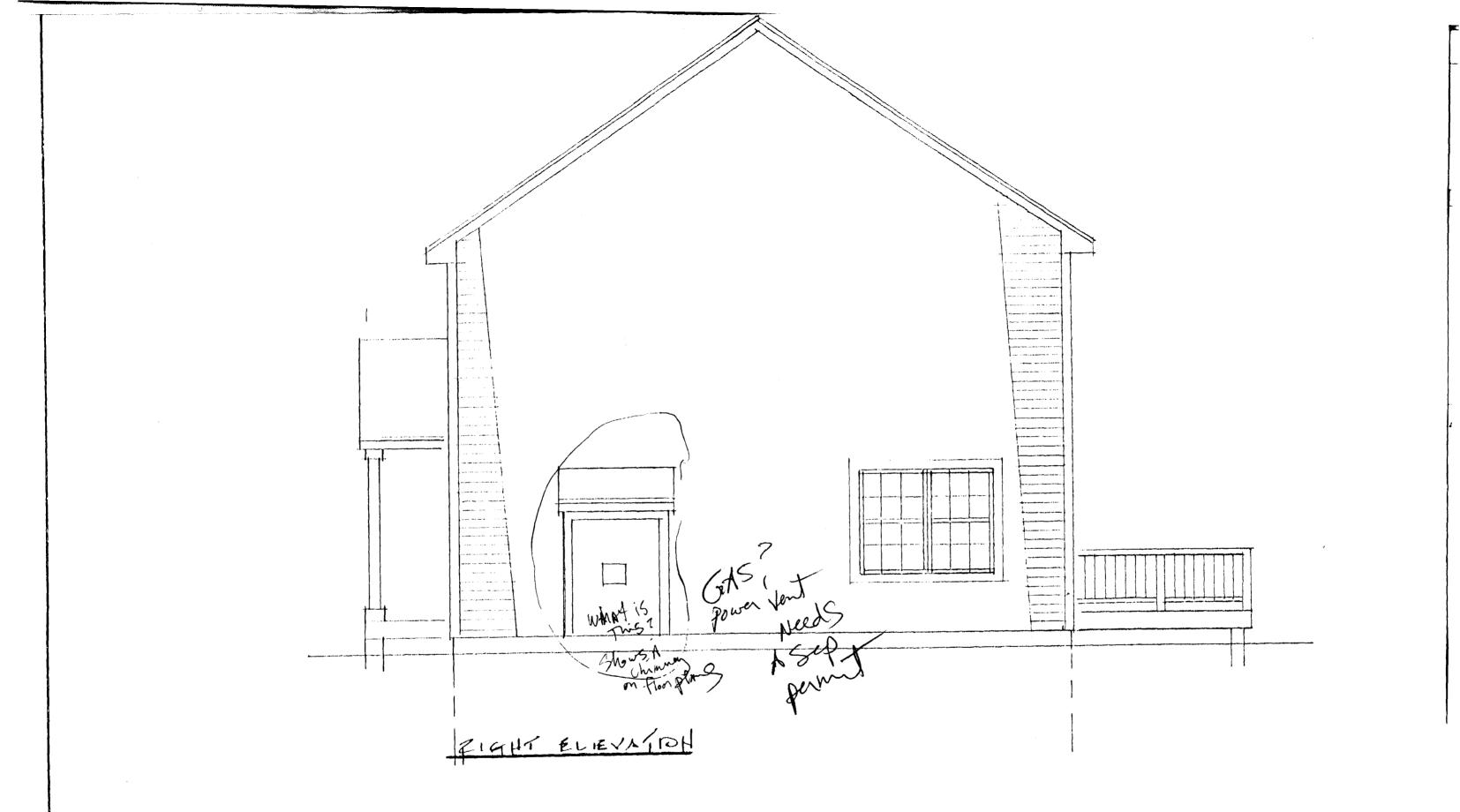
Sara Hopkins













Shee

DUPLEY TOWNHOUSE, MAGGIE LANE, FORTLAND, ME MOORE RESIDENCE

Date | 17

Drawn

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B'STAIR LAY DUT

