

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

Please Read  
Application And  
Notes, If Any,  
Attached

**BUILDING INSPECTION**

**PERMIT**

Permit Number: 061831

**PERMIT ISSUED**

JAN 19 2007

This is to certify that MACDONALD JODY L & JIMMY M HAWKES JTS/Modular Home

has permission to 2 story 26' x 28 modular construction

AT 1415 FOREST AVE

L 340 G00.001

provided that the person or persons who perform or supervise the construction accepting this permit shall comply with all of the provisions of the Statutes of the State and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Classification of inspection must be given and when permission proceeds before this building or part thereof is closed or otherwise closed-in. 4 HOUR NOTICE REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

**OTHER REQUIRED APPROVALS**

Fire Dept. \_\_\_\_\_

Health Dept. \_\_\_\_\_

Appeal Board \_\_\_\_\_

Other \_\_\_\_\_

Department Name

01/19/07 *Cheryl S. Ah*  
 Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

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

new CBL will be

Permit No: 06-1831  
 Date Issued: **PERMIT ISSUED**  
 CBL: 340+G-VII  
 340 G001001

1415 FOREST AVE  
 JAN 19 2007  
 CITY OF PORTLAND

Phone: 2074437468

Permit Type: Single Family  
 Zone: R5/R3

Location of Construction: 1415 FOREST AVE	Owner Name: MACDONALD JODY L & AMY	Owner Address: 1415 FOREST AVE	Phone:
Business Name:	Contractor Name: Modular Home Solutions	Contractor Address: P O Box 204 CITY OF PORTLAND	Phone: 2074437468
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R5/R3

Past Use: Vacant Land	Proposed Use: Single Family 2 story 26' x 28 modular construction	Permit Fee: \$2,095.00	Cost of Work: \$200,000.00	CEO District: 5
Proposed Project Description: 2 story 26' x 28 modular construction		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R-3 Type: 5B Signature: [Signature] Signature: [Signature]	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: dmartin	Date Applied For: 12/27/2006	<b>Zoning Approval</b>		
-----------------------------	---------------------------------	------------------------	--	--

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland N/A <input type="checkbox"/> Wetland N/A <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan 2006-0244 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: 1/5/07 [Signature]	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: [Signature]
--	--	--	---

**CERTIFICATION**

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

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

# BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

- Footing/Building Location Inspection: Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects **DO** require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, **REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.**

**CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

Signature of Applicant/Designee

Date

Signature of Inspections Official

Date

CBL: 061831

Building Permit #: 340 G 1

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

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

<b>Permit No:</b> 06-1831	<b>Date Applied For:</b> 12/27/2006	<b>CBL:</b> 340 G001001
------------------------------	--	----------------------------

<b>Location of Construction:</b> 1415 FOREST AVE (11-13 Wall St.	<b>Owner Name:</b> MACDONALD JODY L & AMY	<b>Owner Address:</b> 1415 FOREST AVE	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Modular Home Solutions	<b>Contractor Address:</b> P O Box 294 Bath	<b>Phone</b> (207) 443-7468
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Single Family 2 story 26' x 28 modular construction	<b>Proposed Project Description:</b> 2 story 26' x 28 modular construction
---	---

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 01/05/2007

**Note:** New CBL will be 340 G011.

**Ok to Issue:**

Property is split between R-5 & R-3. If you go 30' from the R-5 into the R-3, the footprint for the new house falls within the R-5 zone.

Setbacks from original lot - Wall Street is the front. The new lot needs to be 12' from the garage because it is two stories. It can be a minimum of 8' if the other side yard is a minimum of 24'. The side yard on the left by the garage is 8' and the side yard on the side street is 36' so it meets the setbacks.

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed addition, it may be required to be located by a surveyor.
- 3) This property shall be a single family dwelling. Any change of use shall require a separate permit application for review and approval.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Chris Hanson      **Approval Date:** 01/19/2007

**Note:**

**Ok to Issue:**

- 1) Separate permits are required for any electrical, plumbing, or HVAC systems. Separate plans may need to be submitted for approval as a part of this process.
- 2) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 3) Hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 4) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.
- 5) A certificate of third party inspection, stamped plans, and a photo of the sticker stating third party inspection placed in the structure must be submitted to this office prior to issuance of the Certificate of Occupancy.

**Comments:**

12/28/2006-amachado: Spoke to Brian Mulligan. Told him that the use would be a single family house. Need scalable site plan. Front porch is 26' wide and 6' deep. Porch on side of house is 6' deep and 16' long according to Brian.

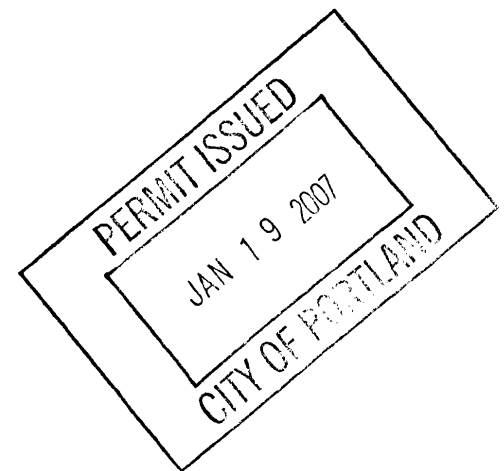
12/28/2006-amachado: Spoke to Amy Hawkes. Application called the new building a guest house. I told her that the legal use would be a single family home when the certificate of occupancy was issued since it is on a separate lot.

1/2/2007-amachado: Spoke to Jody MacDonald. He will bring in a scalable site plan that has the correct porch size too.

<b>Location of Construction:</b> 1415 FOREST AVE (11-13 Wall St.	<b>Owner Name:</b> MACDONALD JODY L & AMY	<b>Owner Address:</b> 1415 FOREST AVE	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Modular Home Solutions	<b>Contractor Address:</b> P O Box 294 Bath	<b>Phone</b> (207) 443-7468
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

1/4/2007-amachado: Left message for Jody MacDonald. What part of the existing building is being removed?

1/16/2007-csh: called Brian MULLIGAN ABOUT CONSTR. ?S csh 1/16/07





## Staff Review Checklist

1415 Forest Ave.  
 Contr. Brian Molligan  
 993-7468  
 522-6676

One & Two Family	Plan Review	Checklist
Soil type/Presumptive Load Value (Table R401.4.1)		
Component	Submitted Plan	Findings/Revisions/Dates
<b>Structural</b>		
Footing Dimensions/Depth (Table R403.1 & R403.1(1), Section R403.1 & R403.1.4.1)	10" X 16"	ICF. full foundation wall? full ✓
Foundation Drainage, Fabric, Damp Proofing (Section R405 & R406)	Perimeter drain.	int. Drainage? ✓ ext. stone & fabric? ✓ yes ✓
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	windows - ?	
Anchor Bolts/Straps, Spacing (Section R403.1.6)	1/2" x 12" @ 6 B.C.	
Lally Column Type (Section R407) Girder & Header Spans (Table R 502.5(2))	3 1/2" lally.	
Built-Up Wood Center Girder Dimension/Type	6/2x10 3/2x10	
Sill/Band Joist Type & Dimensions	2x10	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10 2x10	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x10	
Attic or Additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) & R802.4(2))	N/A	



# General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: 13 Wood St 1415 Forest Ave.		
Total Square Footage of Proposed Structure 1488 sq. ft		Square Footage of Lot 9562 sq ft
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# 340 00G 1	Owner: Jody MacDonald/Amy Hawkes	Telephone: 774-7090
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: Jody MacDonald/Amy Hawkes 1415 Forest Ave Portland, Me 04103	Cost Of Work: \$ 200,000 Fee: \$ <del>7000</del> C of O Fee: \$
Current Specific use: YARD S/F		
If vacant, what was the previous use? YARD		
Proposed Specific use: <del>Garage</del> <del>Room</del> Guest House /		
Project description: 24' x 30' We will Build a 26' x 28' 2 storey House with covered porch toward the back of this property. IT will be new modular construction.		
Contractor's name, address & telephone: P.O. Box 294 - Bath 04530		
Who should we contact when the permit is ready: Brian Mulligan - modular Home solutions		
Mailing address: Phone: 443-7468 Cell 522-6676.		

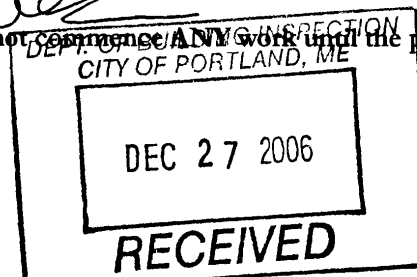
Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at [www.portlandmaine.gov](http://www.portlandmaine.gov), stop by the Building Inspections office, room 315 City Hall or call 874-8703.

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

Signature of applicant:	Date: 12-20-06
-------------------------	----------------

This is not a permit; you may not commence ANY work until the permit is issued.



# 5310

permit# 06-1831

Applicant: Judy McDonald / Amy Hawkes

Date: 12/28/06

Address: Old address 1415 Forest Ave

C-B-L: split from 340-6-001

New " 11-13 Wall St.

new will be 340-6-011

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R5(R3)

Interior or corner lot -

Proposed Use/Work - new 2 story single family home (26x28)

Sewage Disposal - City

Lot Street Frontage - 50' min. - 62.50 given

Front Yard - 20' min. - 97' scaled.

Rear Yard - 20' min. - 20' scaled.

Side Yard - 1 1/2 stories 8' 13' on right from front porch corner. (scaled)

2 stories 12' 12' on left from back corner. (scaled)

Projections - front porch 32x6, side porch 16x6

Width of Lot - 60' min. - 81.5' scaled.

Height - 35' max - 29' to ridge line OK

Lot Area - 6,000 sq ft min. = 9562 sq ft

Lot Coverage / Impervious Surface - 40% = 3824.8 sq ft OK

26 x 28 = 728

32 x 6 = 192

16 x 6 = 96

1016

Area per Family - 3000 sq ft

Off-street Parking - 2 spaces required - dr 58' deep x 12' wide past front setback.

Loading Bays - N/A

Site Plan - minor / minor 2006-0244

Shoreland Zoning / Stream Protection - N/A

Flood Plains - panel 7 - zone X

\* no daylight basement.

Setbacks for original lot/building.

Front yard is wall street.

right side yard - 10' req. - 8'

shown but can borrow from

other 1/2 that setback is

36' when only needs to be

24' so OK.



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

2006-0244  
Application I. D. Number

**Macdonald Jody L &**

**Marge Schmuckal**

12/28/2006  
Application Date

Applicant

1415 Forest Ave , Portland, ME 04103

13 Wall St / 1415 Forest Ave split lot  
Project Name/Description

Applicant's Mailing Address

**Brian Mulligan**

1415 - 1415 Forest Ave, Portland, Maine

Consultant/Agent

Address of Proposed Site

**Agent Ph: (207)522-6676      Agent Fax:**

**340 G001001**

Applicant or Agent Daytime Telephone, 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  Parking Lot  Apt 0  Condo 0  Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

**Check Review Required:**

- Site Plan (major/minor)       Zoning Conditional - PB       Subdivision # of lots \_\_\_\_\_  
 Amendment to Plan - Board Review       Zoning Conditional - ZBA       Shoreland       Historic Preservation       DEP Local Certification  
 Amendment to Plan - Staff Review       Zoning Variance       Flood Hazard       Site Location  
 After the Fact - Major       Stormwater       Traffic Movement       Other \_\_\_\_\_  
 After the Fact - Minor       PAD Review       14-403 Streets Review

Fees Paid:    Site Plan \$50.00    Subdivision \_\_\_\_\_    Engineer Review \$250.00    Date 12/28/2006

**Zoning Approval Status:**

Reviewer \_\_\_\_\_

- Approved       Approved w/Conditions See Attached       Denied

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

Condition Compliance

signature

date

**Performance Guarantee**

Required\*

Not Required

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

Performance Guarantee Accepted

date

amount

expiration date

Inspection Fee Paid

date

amount

Building Permit Issue

date

Performance Guarantee Reduced

date

remaining balance

signature

Temporary Certificate of Occupancy

date

Conditions (See Attached)

expiration date

Final Inspection

date

signature

Certificate Of Occupancy

date

Performance Guarantee Released

date

signature

Defect Guarantee Submitted

submitted date

amount

expiration date

Defect Guarantee Released

date

signature



Forest Ave.

**WARRANTY DEED**  
**(Maine Statutory Short Form)**

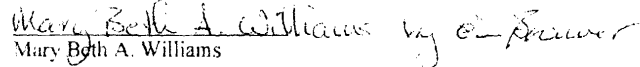
KNOW ALL PERSONS BY THESE PRESENTS, that we, MARY BETH A. WILLIAMS and THOMAS ERIC BRUNNER, both of City of Portland, County of Cumberland and State of Maine, **for consideration paid, grant to** JODY L. MACDONALD and AMY M. HAWKES, both of City of Portland, County of Cumberland and State of Maine, whose mailing address is 83 Carlton Street, Portland, Maine 04101, **with warranty covenants, as joint** tenants, the land with the improvements thereon situated on the easterly side of Forest Avenue in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

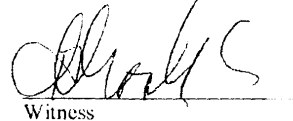
Beginning on the easterly sideline of Forest Avenue at its intersection with the southerly sideline of Wall Street; thence running northeasterly by said Wall Street one hundred ninety (190) feet, more or less, to a point; thence turning southerly and running along a line parallel to Forest Avenue a distance of one hundred fifty (150) feet, more or less, to a point; thence turning westerly and running along a line parallel to Wall Street a distance of one hundred ninety (190) feet, more or less, to a point on the easterly sideline of Forest Avenue; thence turning northerly and running along the sideline of Forest Avenue a distance of one hundred fifty (150) feet, more or less to Wall Street and the point of beginning.

Meaning and intending to convey and conveying the same premises conveyed to Grantors by deed from David W. Adams and Carolyn J. Adams dated July 6, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15583, Page 150.

WITNESS our hands and seals this 3<sup>rd</sup> day of May, 2005.

  
Witness

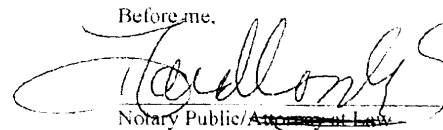
  
Mary Beth A. Williams

  
Witness

  
Thomas Eric Brunner

STATE OF MAINE  
CUMBERLAND, SS.

Then personally appeared the above-named Mary Beth A. Williams and Thomas Eric Brunner and acknowledged the foregoing instrument to be their free acts and deeds.

Before me,  
  
Notary Public/~~Attorney at Law~~

Printed Name: \_\_\_\_\_  
DAVID S. MOODY, JR.  
NOTARY PUBLIC, MAINE  
My Commission Expires July 13, 2005

THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 08-23-05. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 15583 PAGE 151 COUNTY Cumberland  
 PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ LOT \_\_\_\_\_

ADDRESS: 1415 Forest Avenue, Portland, Maine

Job Number: 452-71

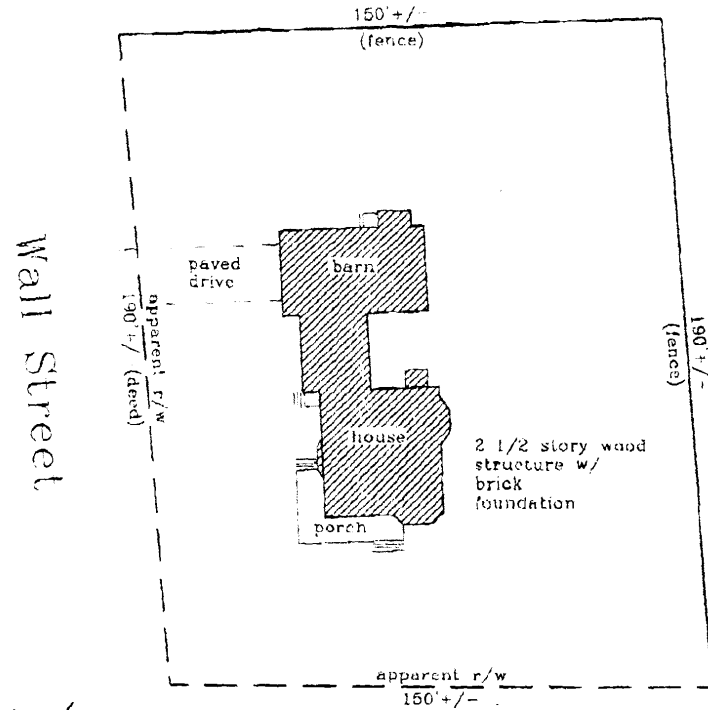
Buyers: Jodie MacDonald

Inspection Date: 5-23-05

Scale: 1" = 40'

Sellers: MaryBeth Williams & Eric Brunner

Client File #: 05-0952



Note:  
 Lines of occupation  
 are shown  
 A boundary survey  
 may yield different  
 results.

*[Handwritten signature]*

Forest Avenue

to Warren Ave.

I HEREBY CERTIFY TO: C.H. McLaughlin Title Co. Inc.; Quicken Loans and its title insurer

Monuments found did not conflict with the deed description.  
 The dwelling setbacks do not violate town zoning requirements.

As delineated on the Federal Emergency Management Agency Community Panel: 230051-0007 C

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

**Livingston-Hughes**

Professional Land Surveyors

88 Guinea Road

Kennecunkport, Maine 04046

207-967-9761 phone 207-967-4831 fax

www.livingston-hughessurveyors.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

\*\* TOTAL PAGE.02 \*\*

## Exhibit A

A certain portion of a lot or parcel of land, together with any buildings and improvements thereon, situated on the southerly side of Wall Street, in the City of Portland, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at position on the aforementioned southerly sideline of Wall Street, said point of beginning being found North  $56^{\circ}-41'-50''$  East, a distance of 127.50 feet from the southeast street intersection of the South sideline of Wall Street and the East sideline of Forest Avenue, said intersection of streets also being the northwest property corner of the herein grantors Jody L. MacDonald and Amy M. Hawkes as described in a deed recorded in the Cumberland County Registry (Registry) of Deeds in Deed Book 22716, Page 165;

Thence, from said point of beginning and by and along the South sideline of Wall Street, North  $56^{\circ}-41'-50''$  East, a distance of 62.50 feet to the land now or formerly of Chom Housing Limited Partnership as described in a deed recorded in said Registry in Deed Book 15254, Page 40;

Thence, by and along the land of said Chom Housing Limited Partnership, South  $28^{\circ}-43'-56''$  East, a distance of 150.00 feet;

Thence, continuing by and along the land of Chom Housing Limited Partnership, South  $56^{\circ}-41'-49''$  West, a distance of 77.00 feet;

Thence, through the land of aforementioned grantors the following courses and distances,

North  $33^{\circ}-16'-03''$  West, a distance of 54.17 feet;

North  $58^{\circ}-17'-19''$  East, a distance of 22.27 feet;

North  $09^{\circ}-54'-36''$  West, a distance of 21.54 feet;

North  $31^{\circ}-42'-41''$  West, a distance of 40.44 feet;

Thence, North  $42^{\circ}-17'-23''$  West, a distance of 36.23 feet to the Point of Beginning.

The above described portion of a parcel of land contains 9,562.0 square feet of area.

The bearings recited herein are based upon a hand held compass observation taken on the above described premises during July of 2006.

The above description is based upon a Boundary and Topographic Survey and plan thereof entitled "Boundary and Topographic Survey Site Plan 1415 Forest Avenue and 13 Wall Street, Portland Maine, sheet 2 of 3, dated with a revised date of October 10, 2006, prepared for Jody MacDonald by Back Bay Boundary Inc. 643 Forest Avenue Portland Maine, said plan was unrecorded at the time of this description but is on file and available from said Back Bay Boundary Inc.

Meaning and intending to convey and hereby conveying a portion of the premises conveyed by Mary B. William and Thomas E. Brunner to Jody L. MacDonald and Amy M. Hawkes by a warranty deed dated June 30, 2005 and recorded in the Cumberland County Registry of Deeds in Deed Book 22716, Page 165.

BUILDING CONTRACT # C-9391

## Modular Home Solutions, LLC

PO Box 294  
Bath, ME 04530  
(207) 443-7468  
Fax (207) 443-3665

NAME OF BUYER (S): Jody & Amy MacDonald

ADDRESS: 1415 Forest Ave  
Portland ME 04103

TELEPHONE #: cell 831-3650

SHIPPING ADDRESS: 11 Wall St  
Portland Maine 04103

LOT NO.: New Lot

(HEREINAFTER NAMED THE BUYER)

HOUSE MODEL Granby

DELIVERED ON THE BUYER'S LOT. IN  
TOTAL CONFORMITY WITH THE  
DRAWINGS AND SPECIFICATIONS  
ACCEPTED BY BOTH PARTIES

THE ITEMS MARKED BY AN "X" OR  
SPECIFIED, WILL BE EXECUTED BY  
THE CONTRACTOR, AND WILL BE  
PAID FOR BY THE BUYER

NOTES

As per Attached Plans

RESIDENCE OF: Jody & Amy MacDonald CONTRACT #C- 9341

## HOME CONSTRUCTION CONTRACT

**BOTH THE CONTRACTOR AND THE BUYER SHALL RECEIVE A COPY OF THIS EXECUTED CONTRACT PRIOR TO ANY WORK PERFORMANCE.**

### NAMES OF THE PARTIES

**CONTRACTOR:** Modular Home Solutions, LLC. (Authorized dealer for PRO-FAB)  
PO Box 294  
Bath, ME 04530  
Telephone #: (207) 443-7468 Fax (207) 443-3665

**BUYERS (S):** Jody & Amy MacDonald  
1415 Forest Ave Portland ME 04103

**TELEPHONE #:** (207) 831-3650  
Fax 615-0406

### LOCATION OF PROPERTY UPON WHICH CONSTRUCTION IS TO BE DONE:

New Lot  
11 Wall St Portland ME 04103

**WORK DATES:** Estimated date of commencement: Dec 20th  
Estimated date of substantial completion: per sub contractors

**TOTAL CONTRACT PRICE:** \$ 121,019.32 includes Botton up \$12,800  
(\* This price is to include all costs to be incurred in the proper performances of the work, or if the work is priced according to a "cost-plus" formula, the agreed-upon price and an estimate of the cost of labor and materials.)

**PAYMENT** (method of payment, with the initial down payment being limited to no more than 1/3 of the total contract price. 14 M.R.S.A. § 1487 sub. 5)

TOTAL COST OF HOME: \$ 108,219.32

DEPOSIT PAID AT TIME OF ORDERING: (2500)

AMOUNT TO BE PAID WHEN HOME IS DELIVERED: \$ 106,719.32

### PAYMENT

- The Buyer shall make final payment to PRO-FAB by means of a certified check, which will be due upon delivery of the home.
- The Buyer shall make a deposit made payable to Modular Home Solutions, LLC. at the time of ordering the home. *This deposit is a non-refundable deposit.* The deposit shall be deducted from the final payment of the home on the delivery date.
- If, for any reason, the buyer does not have the funds ready on the day of delivery, the home will not be delivered. Additionally, interest will accrue on the unpaid balance at the rate of 1 1/2% per month, without notice to the buyer.
- Upon tendering of the final payment, the Buyer agrees that the house is in a good workman-like manner, to the best of the Buyer's knowledge, as per the terms of this contract.
- The above price also includes all applicable Maine sales Tax.

**WARRANTY:** IN ADDITION TO ANY ADDITIONAL WARRANTIES AGREED TO BY THE PARTIES, THE CONTRACTOR WARRANTS THAT THE WORK WILL BE FREE FROM FAULTY MATERIALS; CONSTRUCTED ACCORDING TO THE STANDARDS OF THE BUILDING CODE APPLICABLE FOR THIS LOCATION; CONSTRUCTED IN A SKILLFUL MANNER AND FIT FOR HABITATION OR APPROPRIATE USE. THE WARRANTY RIGHTS AND REMEDIES SET FORTH IN THE MAINE UNIFORM COMMERCIAL CODE APPLIES TO THIS CONTRACT.



**RESOLUTION OF DISPUTES:** IF A DISPUTE ARISES CONCERNING THE PROVISIONS OF THIS CONTRACT OR THE PERFORMANCE OF THE PARTIES, THEN THE PARTIES AGREE TO SETTLE THIS DISPUTE BY JOINTLY PAYING FOR ONE OF THE FOLLOWING (CHECK AND INITIAL ONLY ONE):

- ( X ) Binding arbitration as regulated by the Maine Uniform Arbitration Act (14 M.R.S.A. §5927 et seq.) with the parties agreeing to accept as final the arbitrator's decision:  
Contractor's Initials BM  
Buyer (s)' Initials \_\_\_\_\_
- ( ) Non-binding Arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit, or  
Contractor's Initials \_\_\_\_\_  
Buyer (s)' Initials \_\_\_\_\_
- ( ) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences.  
Contractor's Initials \_\_\_\_\_  
Buyer (s)' Initials \_\_\_\_\_

**CHANGE ORDERS:** ANY ALTERATION OR DEVIATION FROM THE HEREIN DESCRIBED CONTRACTUAL SPECIFICATIONS THAT RESULTS IN A REVISION OF THE CONTRACT PRICE WILL BE EXECUTED ONLY UPON THE PARTIES ENTERING INTO A *WRITTEN* CHANGE ORDER.

THE BUYER(S) AGREE(S) THAT HE/SHE SHALL HAVE THE OPPORTUNITY TO REVIEW THE PLANS FOR THE HOME. NO CHANGES SHALL BE PERMITTED FOLLOWING APPROVAL AND ACCEPTANCE OF THE PLANS WITHOUT A WRITTEN CHANGE ORDER. IT IS UNDERSTOOD BY THE BUYER THAT ANY SUCH CHANGES MAY ALTER THE CONTRACT PRICE OF THE HOME.

**FOUNDATION:** IT IS UNDERSTOOD BY THE PARTIES THAT THE FOUNDATION SHALL EXCEED TWO TO FOUR FEET FROM THE LEVEL OF THE GROUND. NO STEPS OR OTHER WORK EXCEEDING THE FOUNDATION SHALL BE LAID OR DONE BEFORE THE INSTALLATION FO THE HOME OR BUILDING. IF THE FOUNDATIONS ARE NOT RECTILINEAR, RECTANGULAR AND LEVEL, AND/OR DO NOT HAVE REQUIRED DIMENSIONS, DEALER AND DISTRIBUTOR ACCEPT NO RESPONSIBILITY FOR DAMAGE WHICH MAY BE CAUSED AS A RESULT THEREOF.

**EXCAVATION:** IT IS EXPRESSLY UNDERSTOOD THAT THE BUYER IS SOLELY RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE EXCAVATION FO THE PLOT OF LAND, ON DELIVERY DAY, IF THE EXCAVATION IS NOT PROPERLY GRADED SO THAT THE TRUCKS MAY UNLOAD THE HOME, THE BUYER SHALL BE RESPONSIBLE FOR ANY COSTS INCURRED WITH MAKING THE GROUND SATISFACTORY TO UNLOAD THE HOME. THIS ALSO INCLUDES ANY EXCAVATION THAT WOULD NEED TO BE DONE DUE TO INCLEMENT WEATHER.

**PERMITS AND LICENSES:** THE DISTRIBUTOR WARRANTS TO THE BUYER AND THE BUYER WARRANTS TO THE DISTRIBUTOR THAT PRIOR TO THE DELIVERY OF THE HOME, A PROPER REQUIRED BUILDING PERMIT WILL BE OBTAINED. ALL WORK, WHICH IS THE SUBJECT OF THIS CONTRACT, SHALL BE PERFORMED AND COMPLETED IN ACCORDANCE WITH THE APPLICABLE ZONING LAWS, BUILDNIG CODES AND ALL REGULATIONS AND LAWS.

**BANKRUPTCY OR INSOLVENCY:** IF THE BUYER DECLARES BANKRUPTCY OR BECOMES INSOLVENT PRIOR TO TENDERING FINAL PAYMENT, THE TOTAL AMOUNT DUE UNDER THE CONTRACT BECOMES DUE, WITHOUT FORMAL NOTICE OR DEMAND.

**SUBCONTRACTED WORK:** Modular Home Solutions, LLC. SHALL ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY SUBCONTRACTORS. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS Modular Home Solutions, LLC. FOR ANY ACTION OR CLAIM, FILED BY ANY PARTY, BASED UPON ANY WORK PERFORMED BY ANY SUB CONTRACTOR.

**CRANE:** BUYER SHALL BE RESPONSIBLE FOR ALL RESPONSIBLTY OF THE SUBCONTRACTING COMPANY. Modular Home Solutions, LLC. SHALL NOT BE RESPONSIBLE FOR ANY ACTION OR CLAIM ARISING OUT OF ANY WORK PERFORMED BY ANY CRANE COMPANY. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS Modular Home Solutions, LLC. FOR ANY ACTION OR CLAIM, FILED BY ANY PARTY, BASED UPON ANY WORK PERFORMED BY ANY CRANE COMPANY.

**TEMPORARY POWER:** IF NO TEMPORARY POWER IS AVAILABLE, BUYER WILL BE BILLED \$30.00 PER DAY FOR USE OF GENERATOR.

**TRASH REMOVAL:** BUYER WILL BE RESPONSIBLE FOR COST OF A DUMPSTER. IF NO DUMPSTER IS ON SITE, SETUP CREW WILL PLACE GARBAGE IN PILES.


**THIS CONTRACT IS GOVERNED, AND SHALL BE EXECUTED,  
PERFORMED, CONSTRUCTED AND ENFORCED IN ACCORDANCE WITH  
THE LAWS OF THE STATE OF MAINE**

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS HOME CONSTRUCTION CONTRACT TO BE EXECUTED BY THE DULY AUTHORIZED PERSONS OR OFFICERS, ON THE DATE AND PLACE AS INDICATED BELOW. THIS CONTRACT CONTAINS THE EXPRESS AGREEMENT OF THE PARTIES, CONSISTING OF THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF THE SUBJECT HOME, AS WELL AS THE INDICATED CONTRACT SPECIFICATIONS AS UNDERSTOOD BY THE PARTIES. THIS AGREEMENT CANNOT BE CHANGED OR MODIFIED ORALLY. ANY AND ALL MODIFICATIONS TO THIS AGREEMENT SHALL BE IN WRITING, AND SIGNED BY ALL PARTIES TO THIS CONTRACT.

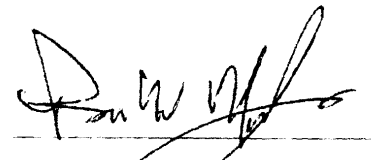
CONTRACTOR

DATED AT Woolwich Maine THIS 24th DAY OF November, 2006

Modular Home Solutions, LLC

  
WITNESS

BY:

  
ITS: owner

BUYER (S)

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

WITNESS

BUYER

WITNESS

BUYER

**Maine Attorney General Home Construction Warning**  
**Contractors Must Include This Statement**  
**With Any Home Construction Contract for More Than \$3,000**

If you are thinking about building a new home or remodeling an existing home, there are some things you should know:

**Contractors Are Not Licensed – Buyer Beware.**

Home contractors are not licensed or regulated by the State of Maine. The “Buyer Beware” applies. While some towns and cities have adopted building codes and inspections, many have not. We recommend that you talk to your town’s code officer regarding applicable codes. Although home construction contractors are not licensed, some building trades are licensed, including electricians, oil burner technicians, and installers of mobile and modular homes and located in Maine. For more information on these licensed trades, go to [www.maine.gov/officeofpublicworks/](http://www.maine.gov/officeofpublicworks/).

**Always Check Contractor References**

The Attorney General receives more complaints about some contractors than others, and in other business. We *strongly* recommend that you ask any contractor at least one other contractor for several references and that you follow up on them. It is even a good idea to check with local building supply companies or real estate brokers. Their information depends on a contractor’s geographic area.

**Written Contracts Are Required**

For all home construction and home improvement projects more than \$3,000, Maine law requires a written contract with a specific provision that prohibits a contractor from demanding more than the contract price. When a contractor asks you to pay more, it may mean that the contractor is using money used to purchase materials for your project. Ask the contractor for the price of the materials used. A model contract that meets the State law can be found in Chapter 10 of the Attorney General’s *Consumer Law Guide*. Go to [www.maine.gov/officeofpublicworks/](http://www.maine.gov/officeofpublicworks/).

**Be Careful with Construction Loans**

If a lender is financing your construction project, make sure that you understand how the loan proceeds will be disbursed and how your payments will be made.

**Home Contractor Complaints Received by the Attorney General**

For a listing of home contractors the Attorney General’s Consumer Protection Unit has received complaints against, go to <http://www.maine.gov/officeofpublicworks/>. You can also call the Attorney General’s Consumer Protection Unit at 1-800-852-2221. The Attorney General’s Business Bureau also provides information on companies. Go to [www.maine.gov/officeofpublicworks/](http://www.maine.gov/officeofpublicworks/).

(FW)

### **Home Contractors the State Has Sued**

In the recent past the State has successfully sued the following home contractors for poor workmanship or failure to complete jobs: *State of Maine v. CBS Enterprises, Inc.* (CBS), *State of Maine v. and David J. Blais*, *Default Judgment in CBS Enterprises, State of Maine v. Building Maintenance d/b/a Ric Weinschenk Builders, Inc.*, *State of Maine v. Stephen D. and Lisa Soper*, *State of Maine v. State of Maine v. Bob Burns d/b/a Better Homes*, *State of Maine v. Albert J. Gougeon d/b/a Home Quality Improvements, Inc.*, *State of Maine v. Al Verforn*, *State of Maine v. MT Construction, Inc. d/b/a MT Construction*, *DMI Industries, Inc.*, and *MT Construction, Inc.* The Cumberland County District Attorney has obtained a theft conviction against home contractor Harold Soper, *State of Maine v. Harold Soper*. Even when our law suits have been successful, we have been unable to collect a significant portion of the judgments because the defendants are bankrupt. Judgments are filed in the state. We strongly recommend that you research a contractor's record before you begin any construction project.

### **Your Home Construction Rights**

Chapter 17 of the *Maine Attorney General's Consumer Law Guide* explains your rights when constructing or repairing your home. Chapter 18 of the *Consumer Law Guide* is a model home construction contract that meets the statutory requirements for any home construction contract over \$3,000. Go to <http://www.maine.gov/ag/index.php?c=18>.

**As of September 1, 2006 this entire statement must be an addendum to any home construction contract for more than \$3,000, as required by 10 M.R.S.A. Chapter 210-A.**

BW

**AMY M. HAWKES**  
**DBA MANCHESTER DESIGNS**  
207-774-7090  
1415 FOREST AVENUE  
PORTLAND, ME 04103

5278

11/24/06

52-36112 ME  
90962

Todd Euckson  
six thousand & xx/100 00

6,000 <sup>00</sup>/<sub>100</sub>

Bank of America



ACH (CT 01120030)

*[Handwritten signature]*

⑆0⑆⑆200365⑆ 009426793934⑆5278

August 28, 2006

## PROJECT CONSULTATION AND MANAGEMENT AGREEMENT

### Homeowner(s)

Jody MacDonald  
Amy Hawkes  
1415 Forest Avenue  
Portland, ME 04107  
207 734 7090

### Consultant

Todd Erickson, owner  
Proactive Consulting  
23 Bellaire Rd  
Portland, Maine, ME 04103  
407 399 5388

During a site meeting and discussion on 8/12/2006 a project management agreement has been reached between Jody & Amy MacDonald hereafter referred to as Homeowner(s) and Todd Erickson hereafter referred to as Consultant. We are pleased to present the following agreement as documentation of the scope of services to be provided at the above address.

### General Scope of Services provided at above address:

Provide a cost estimate and construction management expertise and coordination for a new home to be constructed on a 1.5 acre lot located on Bellaire Rd., Portland, ME.

### SPECIFIC ITEMS:

1. Provide a cost estimate for the proposed project.  
2. Provide construction management services including site visits, coordination of subcontractors, and oversight of construction progress.  
3. Provide coordination of the permitting process.  
4. Provide coordination of the utility relocation process.  
5. Provide coordination of the foundation and framing work.  
6. Provide coordination of the exterior siding and roof work.  
7. Provide coordination of the interior finish work.  
8. Provide coordination of the landscaping work.

This agreement is valid for a period of 12 months from the date of signing. Any work not completed within this period shall be subject to a separate agreement.

TE



CONDITIONS

1. This loan is made for the purpose of financing the purchase of a vehicle scheduled  
hereunder. The borrower shall be responsible for the maintenance and operation of  
the vehicle.  
2. The borrower shall be responsible for the payment of all taxes, license fees and  
insurance.  
3. The borrower shall be responsible for the payment of all other charges and expenses  
incurred in connection with the use of the vehicle.

11-24-06  
11-24-06  
11% T.E. 11-24-06

TERMS

REC'D 8-31-06  
REC'D 11-24-06

SEE CHANGE TO #1 ABOVE IN LIEU OF ADVANCE T.E.

WARRANTY

The vehicle is sold "as is" with no warranty. The borrower shall be responsible for the maintenance and operation of the vehicle. The lender shall not be responsible for any damage to the vehicle or any other loss or expense incurred by the borrower.

11



DISPUTE RESOLUTION

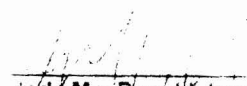
I, the undersigned, have read and understand the terms and conditions of the above-captioned contract, and I agree to the terms and conditions of the contract.


SIGNATURES

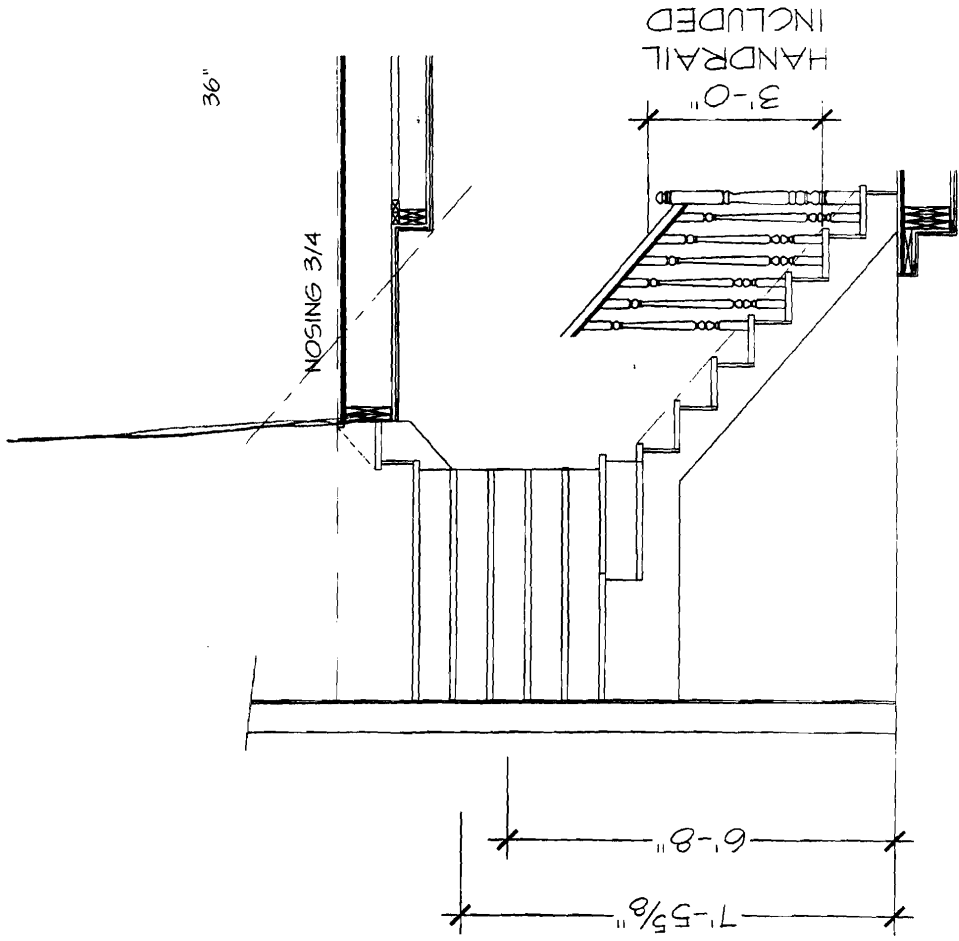
Print name of the party signing this document

Agreed and signed

 12-24-06

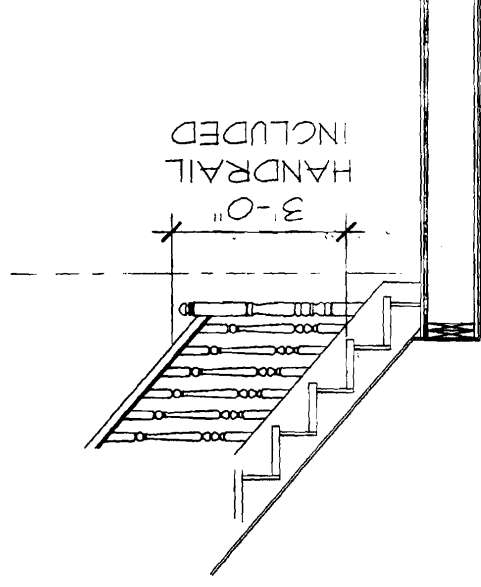
  
Jody MacDonald, homeowner

 12-24-06  
Amy MacDonald



**RAILING ON TAIRS**  
**C-9391**

022  
50114#



**RAILING ON WALL**  
**C-9391**



Wah St.

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	? 8/12" rafters? Trusses	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	1/2" Plywood.	
Fastener Schedule (Table R602.3(1) & (2))	IRC 2003/Mod. Home	
<b>Private Garage</b> (Section R309)	N/A	
Living Space? (Above or beside)		
Fire Separation (Section R309.2)		
Opening Protection (Section R309.1)	N/A.	
Emergency Escape and Rescue Openings (Section R310)	egress size 5.7	
Roof Covering (Chapter 9)	Asphalt.	
Safety Glazing (Section R308)	entr. door, french door, patio door, window in stairwell Temp. rad ✓	
Attic Access (Section R807)	22x30 ?	
Chimney Clearances/Fire Blocking (Chap. 10)	N/A - Heat source	
Header Schedule (Section 502.5(1) & (2))	Mod. Constr.	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Penetration	R-19 R-40 R-19 floor (not shown)	will do ✓
Type of Heating System		

<p><b>Means of Egress</b> (Sec R311 &amp; R312)</p> <p>Basement</p> <p>Number of Stairways</p> <p>Interior</p> <p>Exterior</p> <p>Treads and Risers (Section R311.5.3)</p> <p>Width (Section R311.5.1)</p> <p>Headroom (Section R311.5.2)</p> <p>Guardrails and Handrails (Section R312 &amp; R311.5.6 - R311.5.6.3)</p>	<p>1</p> <p>1</p> <p>7 3/4" rise max</p> <p>10" Run min</p> <p>6'-8" headroom</p> <p>Handrail - 34-38"</p>	
<p>Smoke Detectors (Section R313) Location and Type/Interconnected</p>	<p>✓</p>	<p>?</p>
<p>Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)</p>		
<p>Deck Construction (Section R502.2.1)</p>	<p>Porch details</p>	<p>sent ✓</p>

TO: Chris Hanson

From: Brian Mulligan

Modular Home solutions

Attached please find  
Porch Detail for  
Dody MacDonald.

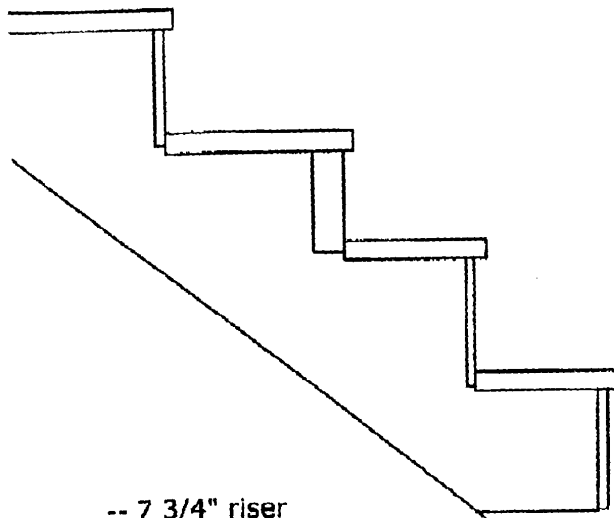
Thank you

**Stair Detail**

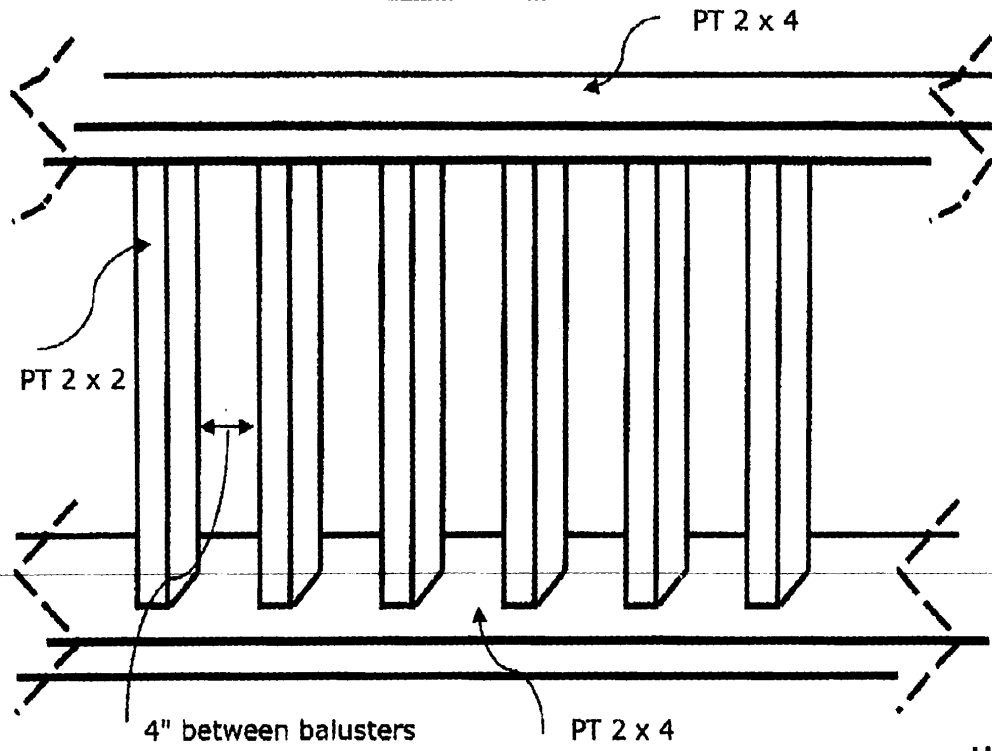
p.2

207443-3665

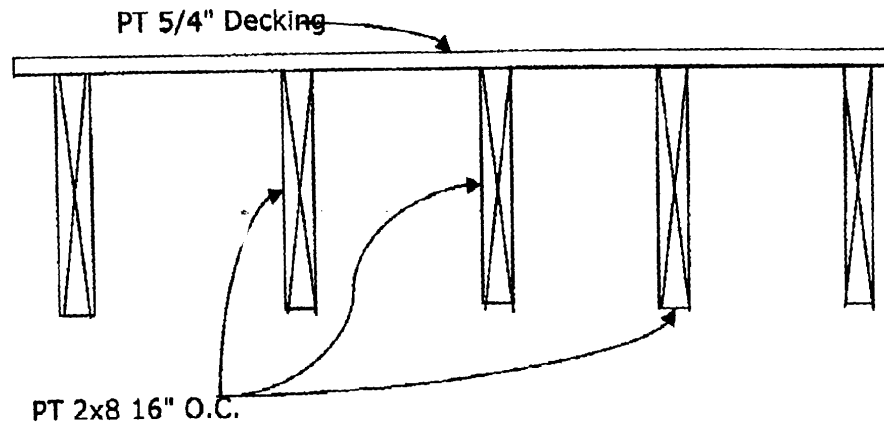
- 7 3/4" riser
- 10" tread
- PT 2-by stringers - 4 each
- PT 1 x 6 tread decking
- Closed 1-by riser



**Railing Detail**

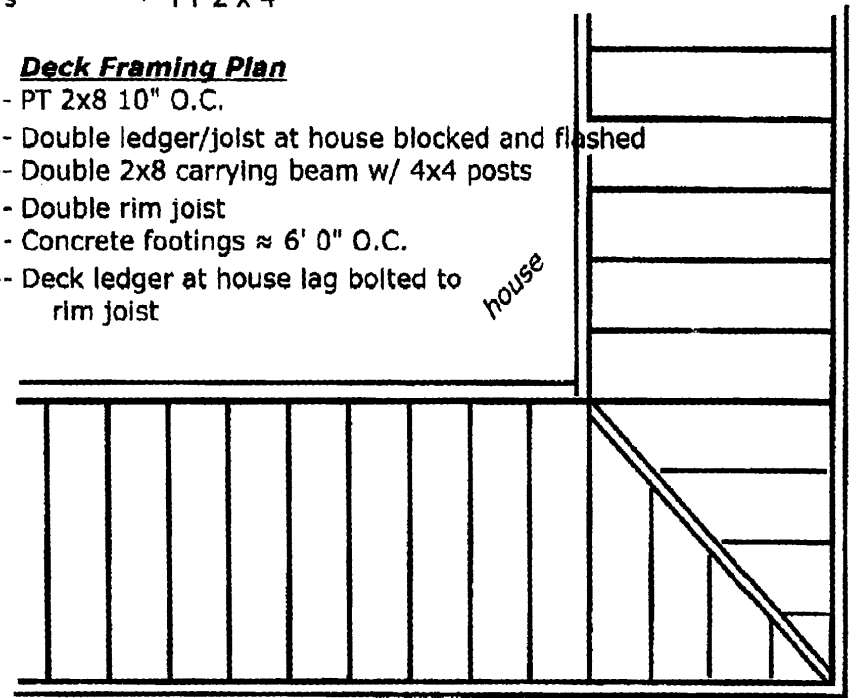


**Deck Framing Elevation**



**Deck Framing Plan**

- PT 2x8 10" O.C.
- Double ledger/joist at house blocked and flashed
- Double 2x8 carrying beam w/ 4x4 posts
- Double rim joist
- Concrete footings ≈ 6' 0" O.C.
- Deck ledger at house lag bolted to rim joist



MACDONALD GROUP

Jan 17 07 01:58p