

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 021259

Please Read
Application And
Notes, if Any,
Attached

This is to certify that Milardo Margaret P / Trademaster, Inc.

has permission to Construct "New" 54' x 38' Single Family Home with 14' x 34' Deck

AT 0 Little Diamond Island 105 J012001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

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

Notification of inspection must be given and written permission procured before this building or part thereof is occupied or enclosed-in. **48 HOUR NOTICE IS REQUIRED.**

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

Al Reynolds
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

Permit No: 02-1259	Issue Date:	CBL: 105 J012001
-----------------------	-------------	---------------------

Location of Construction: 0 Little Diamond Island	Owner Name: Milardo Margaret P	Owner Address: 461 River Rd	Phone: 929-4039
Business Name:	Contractor Name: Trademark, Inc. <i>Ben Trout</i>	Contractor Address: 161 Fort Road South Portland	Phone: 2077673552
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: <i>IR-1</i>

Past Use: Vacant Lot	Proposed Use: Single Family	Permit Fee: \$2,317.00	Cost of Work: \$317,000.00	CEO District: 1
-------------------------	--------------------------------	---------------------------	-------------------------------	--------------------

Proposed Project Description: Construct "New" 54' x 38' Single Family Home with 14' x 34' Deck	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>R3</i> Type: <i>JB</i> <i>1/17/03</i>
	Signature:	Signature: <i>[Signature]</i>

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: gad	Date Applied For: 11/06/2002	Zoning Approval	
-------------------------	---------------------------------	------------------------	--

<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. 	Special Zone or Reviews <input checked="" type="checkbox"/> Shoreland <i>within 250' but structure is 75' from HWM per Awerstaskell</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 14 Zone C</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i># 2002-0245</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: <i>11/21/02</i>	Zoning Appeal <input type="checkbox"/> Variance <i>John Schwandt</i> <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: <i>[Signature]</i>
---	---	---	--

CERTIFICATION

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

SIGNATURE OF APPLICANT ADDRESS DATE PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE DATE PHONE

City of Portland, Maine - Building or Use Permit

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

Permit No: 02-1259	Date Applied For: 11/06/2002	CBL: 105 J012001
------------------------------	--	----------------------------

Location of Construction: 0 Little Diamond Island lot 12	Owner Name: Milardo Margaret P	Owner Address: 461 River Rd	Phone: () 929-4039
Business Name:	Contractor Name: Trademark, Inc.	Contractor Address: 161 Fort Road South Portland	Phone: (207) 767-3552
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family	Proposed Project Description: Construct "New" 54' x 38' Single Family Home with 14' x 34' Deck
---------------------------------------	--

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 12/02/2002**Note:** Little Diamond Island, 105-J-012**Ok to Issue:**

- 1) Please note that the Code Enforcement Officer will be required to check all setbacks out in the field. Please especially have the 75 foot setback from the High Water Mark delineated at the time of the footing/foundation inspection.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Mike Nugent **Approval Date:** 01/17/2003**Note:****Ok to Issue:**

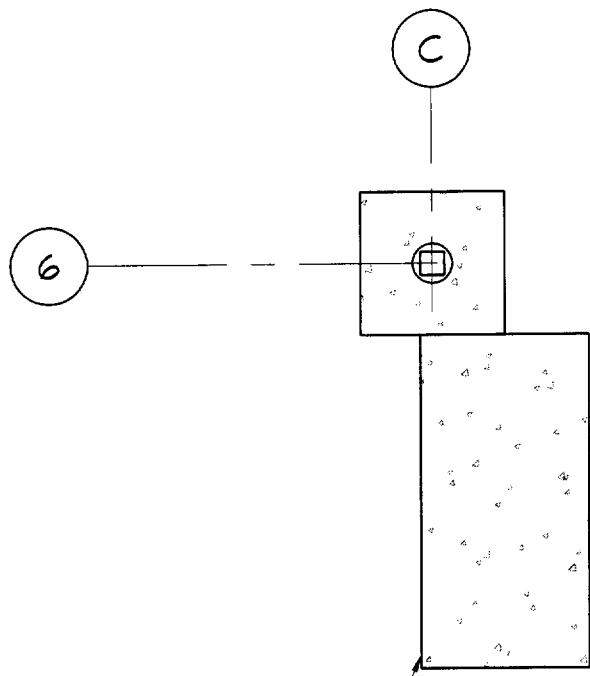
- 1) Safety glazing must be provided for the windows surrounding and abutting the Tub in the bath that is NOT the master bath. Guards must have openings "LESS THAN 4 inches" not as shown on the plan.

Comments:

12/16/2002-gg: MJN waiting for Design Professional to come in and go over plans and answer any questions MJN may have

01/16/2003-gg: Received Professional Drawings. /gg

DEC - 2 2002
 RECEIVED



Chimney ftg. to be 12" thick and 1'-0" larger than chimney in all directions
 Field determine size
 Rein. w/ #5's @ 12" o.c. ea. way top and bottom

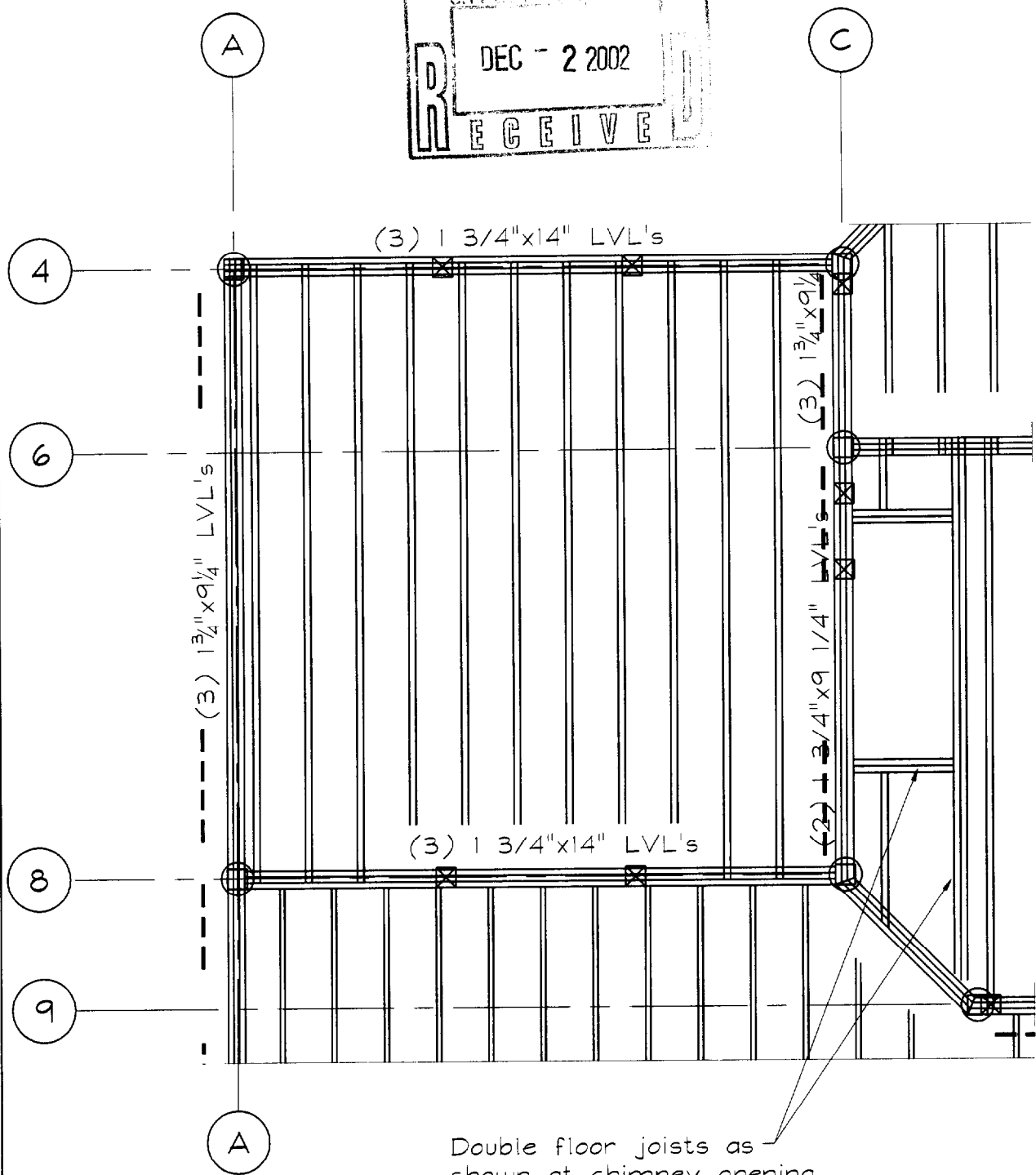
New chimney ftg. to have 4'-0" frost protection

PART FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

SEI SHELLEY ENGINEERING, INC. STRUCTURAL CONSULTANTS 90 BRIDGE STREET WESTBROOK, MAINE 04092 PHONE (207) 854-5465 FAX (207) 854-8706 WWW.SHELLEYENGINEERING.COM	MILARDO COTTAGE		
	DRAWN BY: PDJ	DATE: 11/26/02	SKETCH: SK-1
	CHECKED BY: PDJ	SCALE: AS NOTED	JOB No.: 2002-611

DEPT. OF BUILDING INSPECTION
CITY OF PORTLAND, ME
RECEIVED
DEC - 2 2002



PART FIRST FLOOR FRAMING PLAN

SCALE: 1/4" = 1'-0"

SEI **SHELLEY ENGINEERING, INC.**
STRUCTURAL CONSULTANTS
90 BRIDGE STREET
WESTBROOK, MAINE 04092
PHONE (207) 854-5465
FAX (207) 854-8706
WWW.SHELLEYENGINEERING.COM

MILARDO COTTAGE		
DRAWN BY: PDJ	DATE: 11/26/02	SKETCH: SK-2
CHECKED BY: PDJ	SCALE: AS NOTED	JOB No.: 2002-611

RE: Lot # 12
Little Diamond 02 1259
S/F
105 J 012

Fax Transmittal

To: Ben Trout **From:** Patrick Jordan, P.E. ext. 17
Fax: 767-3552 **Pages:** 1
Company: Trademark, Inc. **Date:** 1/10/03 3:56 PM
Re: Miardo Cottage **CC:**

Urgent For Review Please Comment Please Reply For Your Use

• **Comments:**

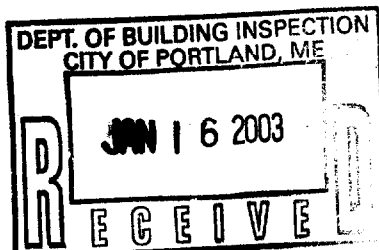
Ben:

To follow up on our conversation, the 4x12's at the second floor framing may be spaced at 3'-0" o.c. provided that 3" tongue & groove decking is used.

If you have any questions, feel free to call us.

Regards,
Shelley Engineering, inc.


Patrick Jordan, P.E.



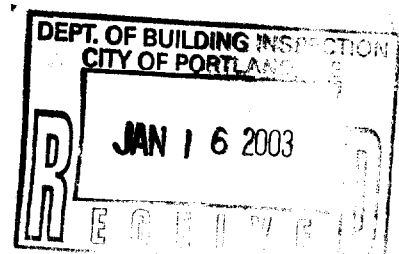
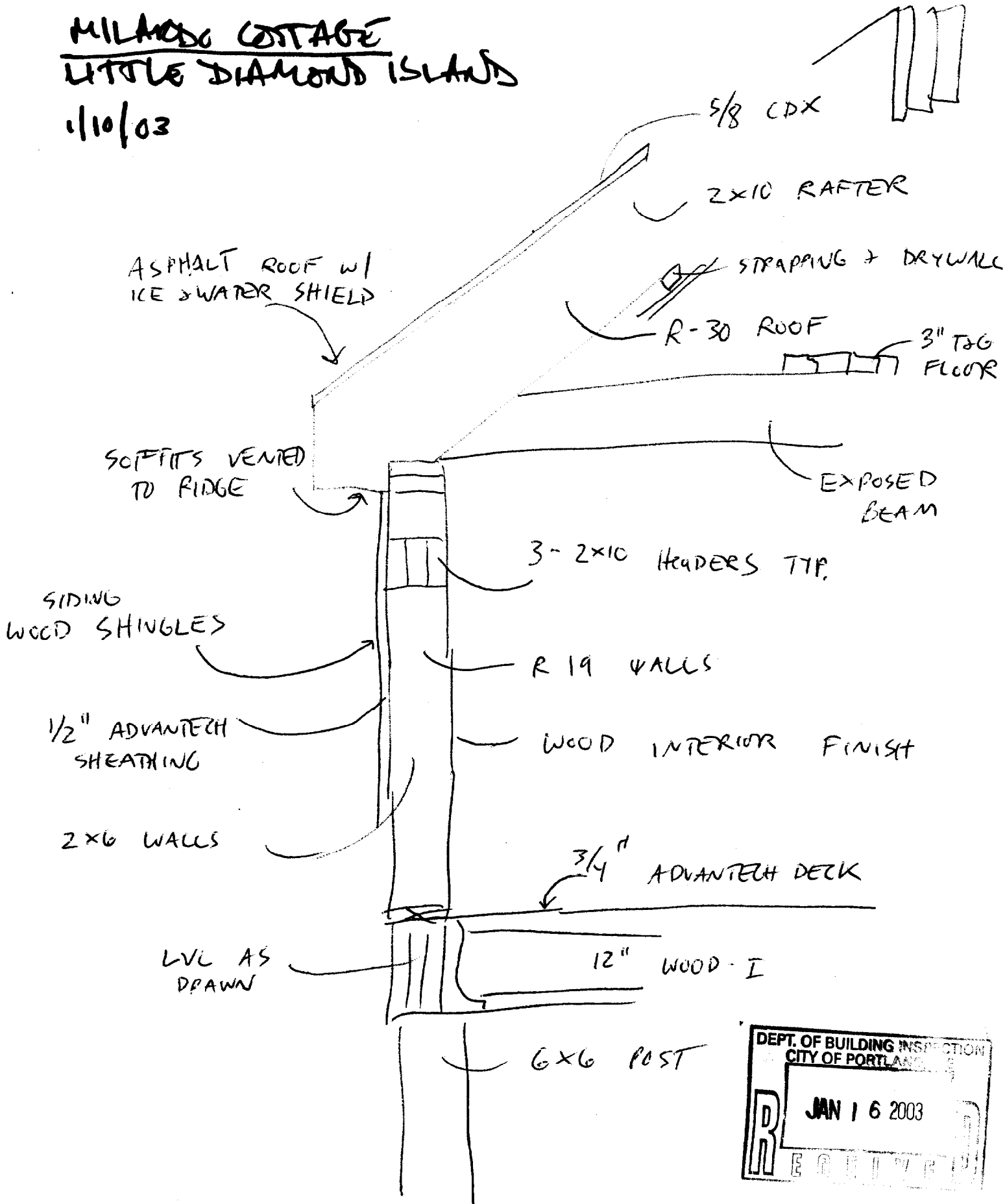
90 BRIDGE STREET WESTBROOK, MAINE 04092 PHONE (207) 854-5465 FAX (207) 854-8706

TYPICAL WALL SECTION

N.T.S.

MILMOO COTTAGE
LITTLE DIAMOND ISLANDS

1/10/03



Window schedule

2nd
Revision
10-24-02
14 unit
JG 3765
Cottage -

Contract
Rufus Deering Lumber
383 Comercial Street
Portland
ME 04104-0880

21,583.⁰⁵

Phone: 207-772-6505 Fax: 207-772-6981

<p>Bus. Phone: () - Bus. Fax: () - Cellular: () -</p>	<p>LITTLE DIAMOND ISLAND</p> <p>Owner: Mr. & Mrs. SEB & PEGGY MILARD Bus. Phone: Home Phone:</p>	<p>Date 00/00/00 No. Need Date 00/00/00 Sales Rep. Name Prepared by Payment Terms Architect Dist. Order No.</p>
--	--	---

Comments: AFTER 1ST RUN WE MADE CHANGES 4165 TO 3765



Item# 10 Qty: 8
Location:
R.O: 2' 1-3/4" X 4' 5-3/4"
WallCond: 3-11/16"

2533 Vent-Equal Sash 50:50 Top:Bot Sash Split Double-Hung, Frame:25 X 53: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, Half Screen, White Hardware, 7/8" ILT Trad Top-only (muntin pattern: 2Wx2H/0Wx0H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Double-Hung, per unit - Qty 1

Notes:



Item# 15 Qty: 10
Location:
R.O: 2' 1-3/4" X 2' 1-3/4"
WallCond: 3-11/16"

2525 Left Hinge Awning, Frame:25 X 25: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, White Screen, White Hardware, 7/8" ILT Trad (muntin pattern: 2Wx2H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Casement - Vent, per unit - Qty 1

Notes:



Item# 20 Qty: 14
Location:
R.O: 3' 1-3/4" X 5' 5-3/4"
WallCond: 3-11/16"

VG3765 Vent-Cottage Sash 40:60 Top:Bot Sash Split Double-Hung, Frame:37 X 65: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, Half Screen, White Hardware, 7/8" ILT Trad Top-only (muntin pattern: 4Wx2H/0Wx0H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Double-Hung, per unit - Qty 1

Notes:



Item# 25 Qty: 3
Location:
R.O: 3' 1-3/4" X 4' 9-3/4"
WallCond: 3-11/16"

3757 (E) Vent-Equal Sash 50:50 Top:Bot Sash Split Double-Hung, Frame:37 X 57: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, Half Screen, White Hardware, 7/8" ILT Trad Top-only (muntin pattern: 4Wx2H/0Wx0H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Double-Hung, per unit - Qty 1
 1 EGRESS UNITS

Notes:



Item# 30 Qty: 2
Location:
R.O: 2' 11-3/4" X 1' 9-3/4"
WallCond: 3-11/16"

3521 Left Hinge Awning, Frame:35 X 21: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, White Screen, White Hardware, 7/8" ILT Trad (muntin pattern: 3Wx2H)
Unit Value Added Items: Finish Paint Arch Series Casement - Vent, per unit - Qty 1

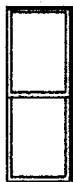
Notes:



Item# 35 Qty: 1
Location:
R.O: 2' 11-3/4" X 2' 1-3/4"
WallCond: 3-11/16"

3525 Left Hinge Awning, Frame:35 X 25: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, White Screen, White Hardware, 7/8" ILT Trad (muntin pattern: 3Wx2H)
Unit Value Added Items: Finish Paint Arch Series Casement - Vent, per unit - Qty 1

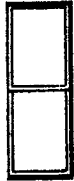
Notes:



Item# 40 Qty: 2
Location:
R.O: 2' 5-3/4" X 4' 9-3/4"
WallCond: 3-11/16"

2957 Vent-Equal Sash 50:50 Top:Bot Sash Split Double-Hung, Frame:29 X 57: Architect Series, Clad, Model 2, Hartford Green (PR0104), 5/8" InsulShld IG Glazing, Half Screen, White Hardware, 7/8" ILT Trad Top-only (muntin pattern: 3Wx2H/0Wx0H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Double-Hung, per unit - Qty 1

Notes:



Item# 45
Location:
R.O: 3' 1-3/4" X 5' 11-3/4"
WallCond: 3-11/16"

Qty: 1

3771 (E) Vent-Equal Sash 50:50 Top:Bot Sash Split Double-Hung,
Frame:37 X 71: Architect Series, Clad, Model 2, Hartford Green (PR0104),
5/8" InsulShld IG Glazing, Half Screen, White Hardware, 7/8" ILT Trad
Top-only (muntin pattern: 4Wx3H/0Wx0H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Double-Hung, per unit - Qty
1

Notes:

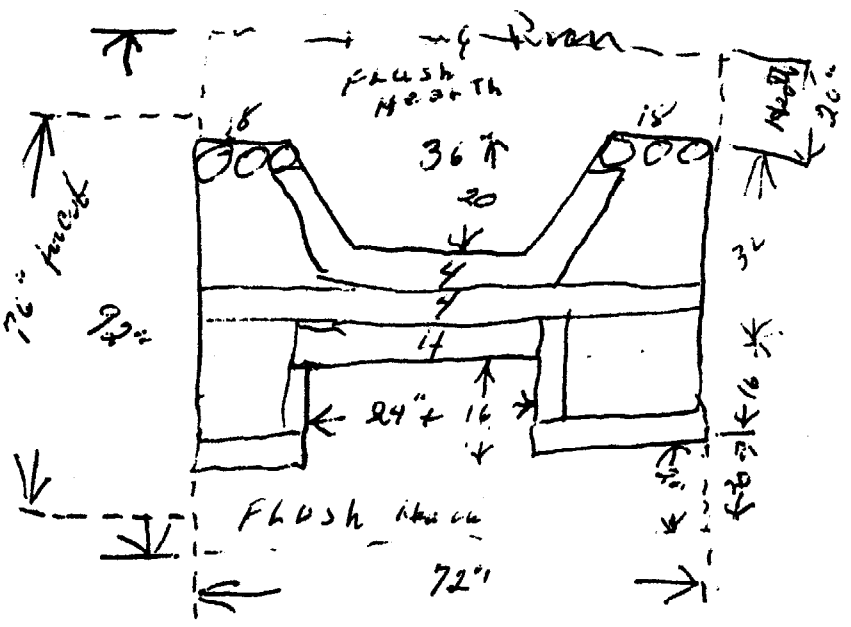


Location:
R.O: 2' 1-3/4" X 2' 1-3/4"
WallCond: 3-11/16"

Qty: 1

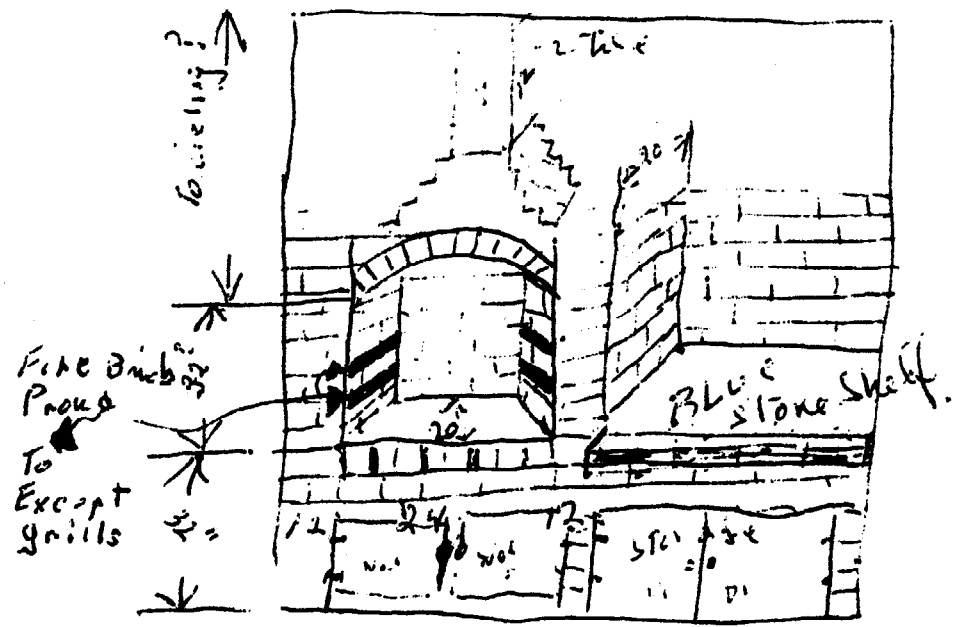
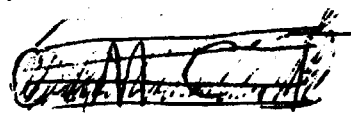
3771 (E) Casement 50:50 Top:Bot Sash Split Double-Hung,
Frame:37 X 71: Architect Series, Clad, Model 2, Hartford Green (PR0104),
5/8" InsulShld IG Glazing, White Screen, White Hardware, 7/8" ILT Trad
Top-only (muntin pattern: 2Wx2H), Fins (per design)
Unit Value Added Items: Finish Paint Arch Series Casement - Vent, per unit -
Qty 1

Notes:



- 20" Hearth
- 20" Deep Box
- 4" Brk. fire wall
- 4" Brk. center
- 4" B.B. & Firewall
- 20" Deep Fire Box
- 20" Flush Hearth

over all size of footing pad
for fireplace
7' X 7'



Little Diamond

Warranty Deed

John C. Orestis, of Yarmouth, County of Cumberland and State of Maine, for consideration paid, grants to Margaret P. Milardo, whose mailing address is RR 1, Box 339, Hollis, Maine 04042, with Warranty Covenants, a certain lot or parcel of land situated in Portland, County of Cumberland and State of Maine, bounded and described as follows:

A certain lot or parcel of land on Little Diamond Island in the City of Portland, County of Cumberland and State of Maine, more particularly described as follows:

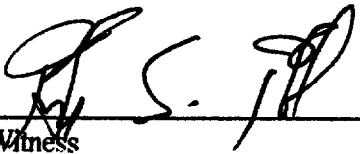
Lot No. 12 as shown on Recording Plat of Land on Little Diamond Island, Portland, Maine for St. Joseph's Convent & Hospital prepared by Owen Haskell, Inc. dated June, 1984, recorded in the Cumberland County Registry of Deeds in Plan Book 147, Page 61 (hereinafter the "Plat").

This conveyance of the premises herein described is subject to certain restrictions as set forth in a deed from John C. Orestis to Sandra J. Shaw dated January 5, 1997 and recorded in Cumberland County Registry of Deeds at Book 13268, Page 1, which restrictions shall run with the land, and Grantee by her acceptance of this Deed agrees for herself, her successors and assigns, forever to be bound by such restrictions.

Being the same premises conveyed by John C. Orestis and John V. Bonneau, co-Trustees of the Exemption Equivalent Trust U/W of Sandra J. Shaw to John C. Orestis by Trustee's Deed dated August 16, 2001 and recorded in the Cumberland County Registry of Deeds at Book 16669, Page 234.

Witness my hand and seal this 24th day of April, 2002.

MAINE REAL ESTATE TAX PAID



Witness



John C. Orestis

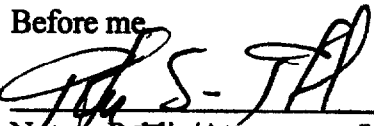
State of Maine
Cumberland, SS.

April 24, 2002

RECEIVED
RECORDED REGISTRY OF DEEDS
2002 APR 25 AM 9:38

CUMBERLAND COUNTY

Then personally appeared the above-named John C. Orestis and acknowledged the foregoing to be his free act.

Before me


~~Notary Public~~ Attorney-at-Law
Print Name: Eric S. Homb
My Commission Expires: _____



14 Welch St. Peaks Island
Portland, ME 04108
(207) 766-5966 Fax: 766-5968

24 Custom House Wharf
Portland, ME. 04101
(207) 775-7253 Fax: 775-7257

CONTRACT FOR SALE OF REAL ESTATE

March 5, 2002

RECEIVED OF: Sebastian G. Milardo hereinafter called the Purchaser(s) the sum of (5,000) Five Thousand dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of Little Diamond Island County of Cumberland State of Maine:

a parcel of land on Little Diamond Island on map 105-J lot # 12 with 97,000 sq. ft. of land

Being all the property owned by the Seller(s) at this address, and described at said County's Registry of Deeds Book 13268 Page 1. The parties agree that all fixtures, including but not limited to existing storm and screen windows, shade and/or blinds, Shutters, curtain rods and electrical fixtures and the following items of personal property are included with that sale:

rock w/ float, and two knockings

The TOTAL PURCHASE PRICE being 50,000 Five Hundred + Sixty Five Thousand dollars to be paid as follows: \$5,000 as earnest monies and the remaining balance in a certified check at closing

Said earnest money is received and held by the broker, subject to the following conditions:

- EARNEST MONEY/AcCEPTANCE:** Port Island Realty shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 7, 2002 (date) 5:00 P.M.; and, in the event of the owner's non-acceptance, this earnest money shall be promptly returned to the Purchaser(s).
- TITLE:** That a deed, showing good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on 45 days (date) or before if agreed in writing by both parties. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed 30 days, from the time the defect is discovered, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, the Purchaser(s) may, at his option, withdraw said earnest money and be relieved from all obligations. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
- DEED:** That the property shall be conveyed by a Warranty deed, and shall be free and clear of all Encumbrances except building and zoning restrictions of record, restrictive covenants of record and usual public utilities serving the property.
- POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing or, CLOSING (N/A) days after closing, but not before N/A (date). Said premises shall be in the same condition as at present, excepting reasonable use and wear. Purchaser(s) shall have right to have final walk thru of premises within 48 hours prior to scheduled closing to verify condition.
- RISK OF LOSS:** The risk of loss or damage to said premises by fire or otherwise, until the closing, is assumed by the Seller(s)
- PRORATIONS:** The following items shall be prorated as of the date of closing:
 - Real Estate Taxes based on the municipality's fiscal year.
 - Fuel (terms) _____
 - Other _____

7. **INSPECTION:** The Purchaser(s) acknowledges receipt of disclosure form attached hereto. This contract is subject to the following inspections, with results being satisfactory to the Purchaser(s):

TYPE OF INSPECTION YES NO RESULTS REPORTED TO THE SELLER

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED TO THE SELLER
a. General Building	---	X	within _____ Days *see Land Addendum
b. Sewage Disposal	---	X	within _____ Days
c. Water Quality	---	X	within _____ Days
d. Radon Air Quality	---	X	within _____ Days
e. Radon Water Quality	---	X	within _____ Days
f. Asbestos Air Quality	---	X	within _____ Days
g. Lead Paint	---	X	within _____ Days
h. Environmental Scan	---	X	within _____ Days

All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection is unsatisfactory to the Purchaser(s), Purchaser(s) may declare the contract null and void by notifying the Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon his own opinion as to the condition of the property.

7c. (Cont.) **WATER TEST:** If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water Supply test with "Satisfactory" results in accordance with the requirements of the State Bureau of Health and/or lending institution within N/A days of Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within 3 days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water test results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.

8. **FINANCING:** This contract is subject to an approved Conventional mortgage of 80 % of the purchase price, at an interest rate to exceed 7.5 % and amortized over a period of not less than 10 years/prevaling rates and terms. The Seller(s) agrees to more than 0 points, and the Purchaser(s) agrees to pay no more than 0 points, which may be required by the lender above mortgage.

9. The Purchaser(s) is under a good-faith obligation to actively seek and accept financing on the above-described terms. The Purchaser(s) acknowledges that a breach of this good-faith obligation to seek and obtain financing will be a breach of this Contract.

PORT ISLAND REALTY CONTRACT FOR SALE (CONT)

contract is subject to a written statement from the lender, within Ten (10) Days of the Effective Date that Purchaser(s) has made application and based upon the information given, and subject to verification, is qualified for the loan requested. Final Loan approval shall be obtained within Thirty five (35) days of the Effective Date of this contract.

c. If either of these conditions is not met within said time periods, the Seller(s) may declare this contract null and void, and the earnest money shall be returned to the Purchaser(s).

9. **DEFAULT:** If the Purchaser(s) fails to consummate this transaction, this contract shall be terminated, and the Purchaser(s) shall forfeit said earnest money as liquidated damages. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the said earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.

10. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge receipt of written agency disclosure and confirm the following agency relationships for this transaction (Check and complete either A or B)

A. Listing Agency Port Island Realty and Listing Associate Nancy Berthold Represents Seller Exclusively

Selling Agency Port Island Realty and Selling Associate Nancy Berthold represents Seller Buyer is a Transactional Broker

B. Agent _____, is a Disclosed Dual Agent as previously authorized in writing by the parties.

11. **PRIOR STATEMENTS:** This agreement completely expresses the obligations of the parties. Any verbal representation statements and agreements are not valid unless contained herein.

12. **AUTHORIZATION:** The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company, appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing on this transaction

13. **DISPUTE:** Any dispute or claim arising out of or relocating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

14. **WITHHOLDING:** Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.

15. **WRITTEN AGREEMENT:** This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.

16. **HEIRS/ASSIGNS:** This agreement shall n/a extend to an be obligatory upon heirs, personal representatives, successors, and assigns of the Purchasers WA Sellers WA

17. **DISCLOSURE:** Purchaser acknowledges receipt of written Property Disclosures regarding:
 Water Source yes No Sewage Disposal yes No Lead Paint yes No
 Insulation yes No Hazardous Waste yes No

18. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.

19 Lead Paint not applicable Lead Paint Addendum Attached

20 Addendum or Attachments.

When signed by all parties, this is a binding contract. If not fully understood, consult an attorney. A copy of the contract is to be received by all parties and receipt of a copy is hereby acknowledged.

Purchaser(s) offers and agrees to purchase the above described property at the price and upon the terms and conditions set forth

Stanton G. Nilsen
 (purchaser)

 (social security #)

[Signature]
 (purchaser)

006-38-7619
 (social security #)

The Seller(s) accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay the broker as commission for his services, 6.5 percent of the sale price. If the earnest money is forfeited by Purchaser(s), one-half shall go to the broker and the remainder to Seller(s), however, that the broker's portion shall not exceed the full amount of the commission specified in the listing agreement.

Signed this 6th day of March, 2002

006-38-7619
 (social security #)

[Signature]
 (seller)

 (social security #)

Effective date of contract _____, 19____
 Throughout this Contract, the term "days" means calendar days
 (Final acceptance date) _____, 19____

Offer reviewed and refused on _____, 19____

PORT ISLAND REALTY CONTRACT FOR SALE (CONT)**ADDENDUM TO CONTRACT FOR SALE OF REAL ESTATE**DATE March 5, 2002PROPERTY Little Diamond Island, Portland, Me.
Map 125 - J Lot 12SELLER [Signature]PURCHASER Substantin J. Milard

21. Contract is contingent on no problems w/ Deed and assist from owner in installation of dock.
22. purchaser to have Attorney review contract w/in 5 Five Business days and To Be satisfactory To (Buyer) purchase

23. Counter proposal: 07 3/6/02

- a) \$289,000. purchase price.
- b) seller will install new drain on moorings, register them for 2002 and transfer them to Buyer at closing.
- c) Seller will pay 1/2 of dock installation for spring 2002.

[Signature]

PORT ISLAND REALTY CONTRACT FOR SALE (CONT)

ADDENDUM TO CONTRACT FOR SALE OF REAL ESTATE

DATE March 5, 2002

PROPERTY Little Diamond Island, Portland, Me.
Map 125 - J - Lot 12

SELLER [Signature]

PURCHASER Sebastian A. Milard

- 21. Contract is contingent on no problems w/ Deed and assist from owner in installation of dock.
- 22. purchaser to have Attorney review contract w/in 5 five Business days and To Be satisfactory To (Buyer) purchase

23. counter proposal: of 3/6/02

- ~~a) \$280,000 purchase price.~~ go 3/7/02
- b) seller will install new chain on motor and register them for 2002 and transfer them to Buyer at closing.
- c) Seller will pay 1/2 of dock installation for spring 2002.

24. amendment to counterproposal of 3/6/02

- a) \$270,000 purchase price go 3/7/02
- [Signature] 3/7/02

SALE OF LAND ADDENDUM

TO CONTRACT DATED March 5, 2002 BETWEEN John Orestis
 (hereinafter "Seller") AND Sebastian G. Milardo
 (hereinafter "Purchaser").

Said contract is further subject to the following terms:

(N/A) PRECEDING A CLAUSE MEANS NOT APPLICABLE TO THIS TRANSACTION.

Should the purchaser find any of the following to be unsatisfactory purchaser shall so inform the seller in writing within the time specified for acceptance and the contract shall become null and void and any deposit shall be returned to purchaser. In the absence of such notification these items shall be deemed acceptable to purchaser and the contingencies will be considered to be waived.

N/A	CONTINGENCY	COMPLETION DATE	ACCEPTANCE DATE	OBTAINED BY	EXPENSE OF
1. <input checked="" type="checkbox"/>	SURVEY	_____	_____	_____	_____
2. <input type="checkbox"/>	SOILS TEST	<u>30 days</u>	<u>35 days</u>	<u>Buyer</u>	<u>Buyer</u>
3. <input type="checkbox"/>	LOCAL PERMITS	_____	_____	_____	_____
4. <input type="checkbox"/>	HAZARDOUS WASTE REPORTS	_____	_____	_____	_____
5. <input type="checkbox"/>	SUB-DIVISION APPROVALS	_____	_____	_____	_____
6. <input type="checkbox"/>	DEP APPROVALS	_____	_____	_____	_____
7. <input type="checkbox"/>	ZONING VARIANCE	_____	_____	_____	_____
8. <input type="checkbox"/>	OTHER	_____	_____	_____	_____

Further specifications regarding any of the above:

SELLER GRANTS PURCHASER OR PURCHASER'S AGENTS PERMISSION TO GO UPON THE SUBJECT LAND WITH WORKERS AND EQUIPMENT TO ACCOMPLISH THE ABOVE-DESCRIBED WORK. PARTIES AGREE TO HAVE WORK DONE IN A RESPONSIBLE MANNER AND TO LEAVE LAND IN SUBSTANTIALLY AS-IS CONDITION.

Sebastian G. Milardo 3-5-02
 PURCHASER DATE

 SELLER DATE

 PURCHASER DATE

 SELLER DATE

 WITNESS DATE

 WITNESS DATE

EFFECTIVE DATE OF THIS ADDENDUM: _____

Applicant: Ben / TRADE MARK INC Date: 11/25/02

Address: Little Diamond Island C-B-L: 105-J-012

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development #02-1259

Zone Location - IR-1

Interior or corner lot -

Proposed Use/Work - Construct single family dwelling

Sevage Disposal - Private

Plat dated June 1984

Lot Street Frontage - 14-433 104' "A lot in the IR2 zone that was described in a subdivision plat approved by the Planning Board on July 15, 1982 shall be considered a buildable lot provided that the applicable yard dimensions can be met"

Front Yard - 30' req - 104' shown

Rear Yard - 30' req - 75' shown

Side Yard - 20' req - 75' shown

Projections - rear deck 14' projection - left side stairs

Width of Lot - of per 14-433 - 80' req - 100' shown

Height - 35' MAX - 28' scaled to ridge

Lot Area - 40,000[#] (shows water) 97,000[#] per assessors

Lot Coverage/Impervious Surface - 20% of lot max of 19,400[#] MAX

Area per Family -

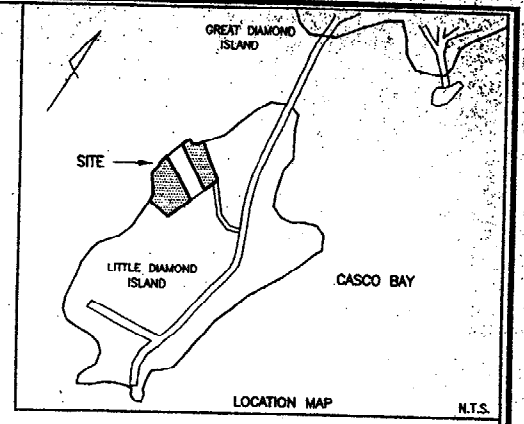
Off-street Parking - 2 spaces req - 11/27/02 Ben Trout showed the driveway access to the house
rear deck $\approx 14 \times 38 = \frac{532}{2812\#}$

Loading Bays - NA

Site Plan - minor/minor

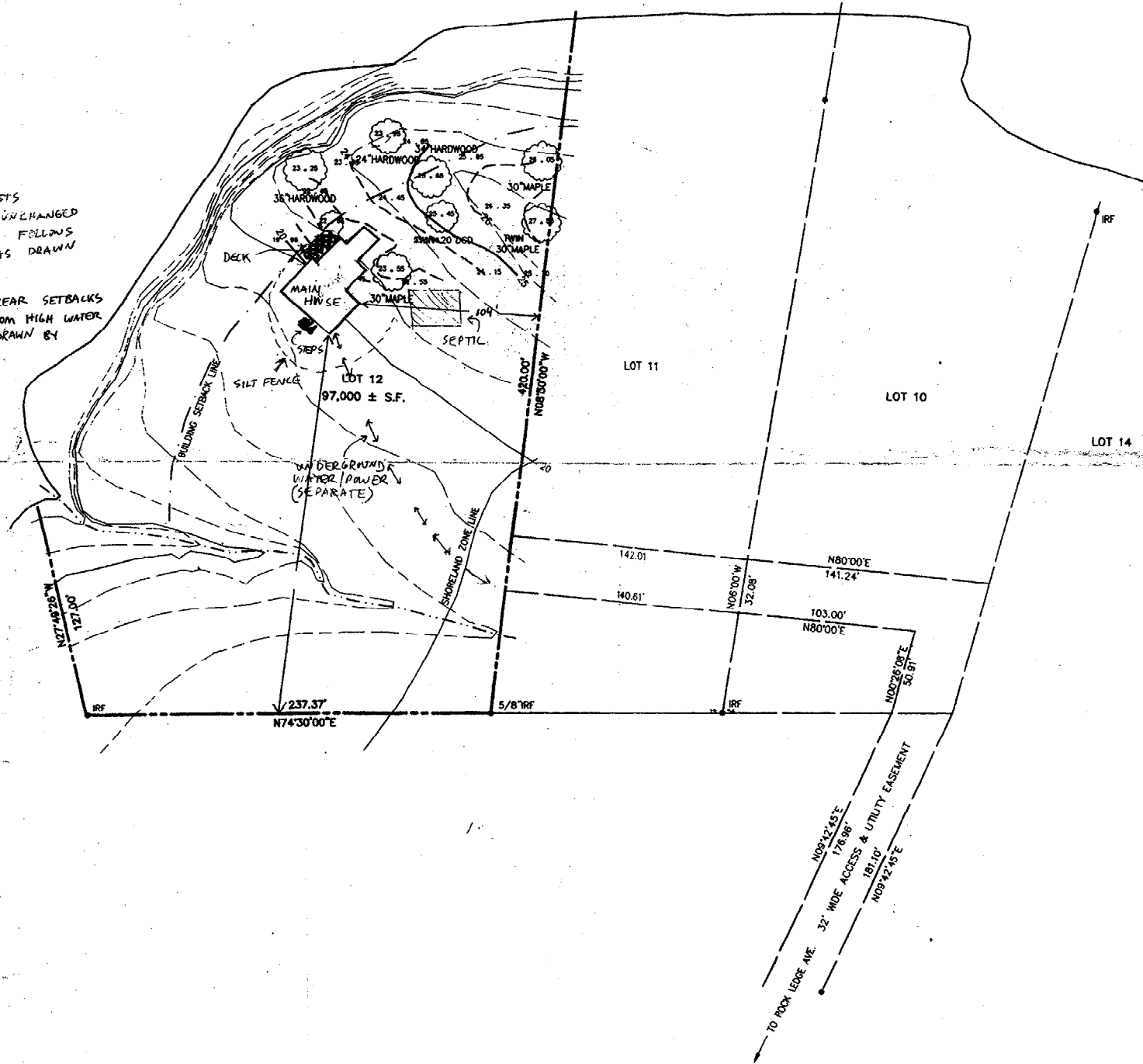
Shoreland Zoning/Stream Protection - 75' from HWM shown by surveyor see 12/2/02 letter from John Schwanda confirming the 75' set back line

Flood Plains - Panel 14 - Zone C



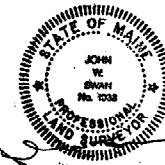
HOUSE ON POSTS
ALL GRADES UNCHANGED
SHEET FLOW FOLLOWS
CONTOURS AS DRAWN

LEFT AND REAR SETBACKS
ARE 75' FROM HIGH WATER
MARK AS DRAWN BY
SURVEYOR



PLAN REFERENCE:

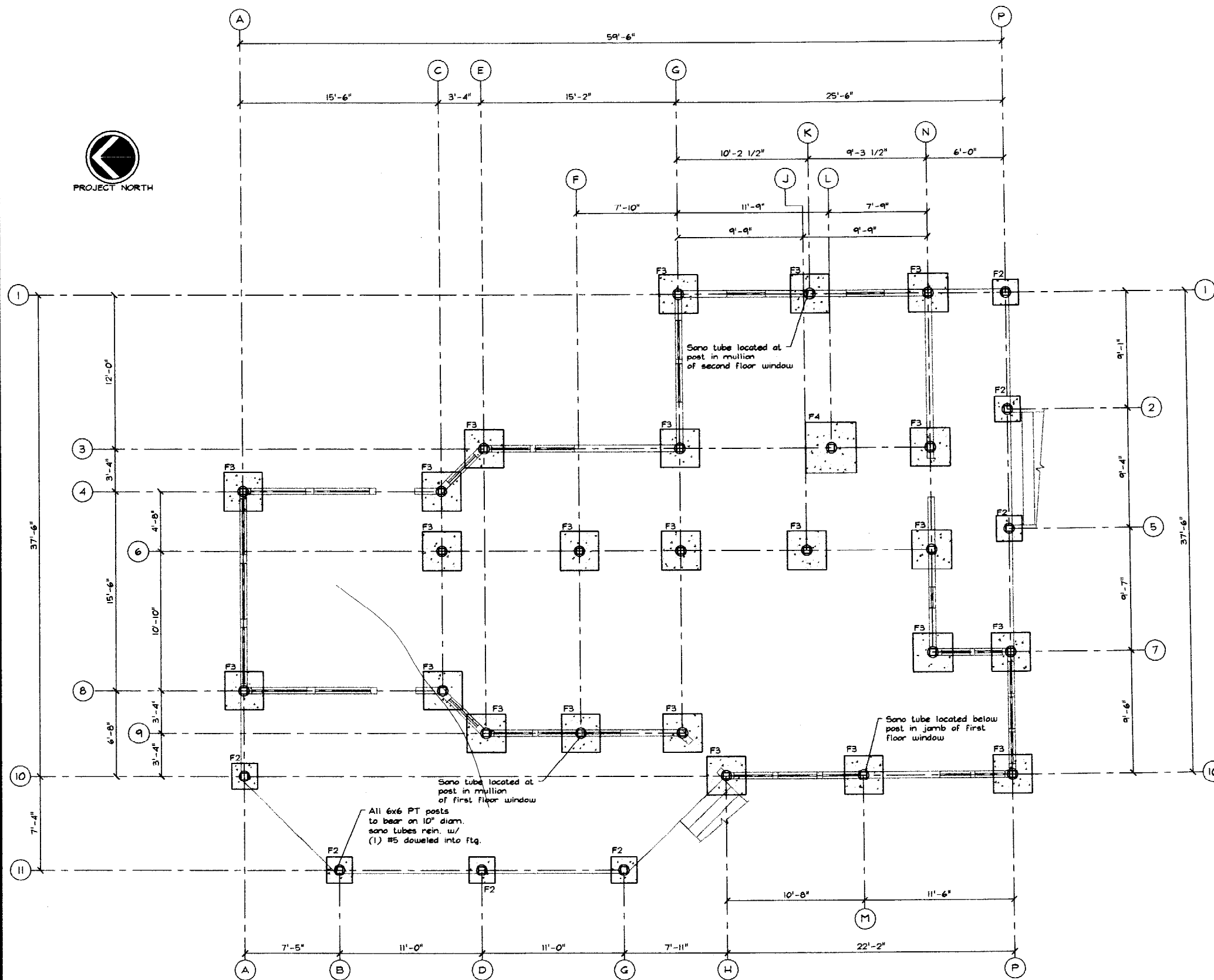
SUBMISSION PLAT OF LAND ON LITTLE DIAMOND ISLAND, PORTLAND, MAINE FOR SAINT JOSEPH'S CONVENT & HOSPITAL DATED JUNE 1984, REVISED THROUGH SEPT. 26, 1984, BY OWEN HASKELL, INC.



SITE PLAN
OF
LOT 12
OFF ROCK LEDGE AVENUE, LITTLE DIAMOND ISLAND
PORTLAND, MAINE
MADE FOR
JOHN ORESTIS
PRINCES POINT ROAD, YARMOUTH, MAINE

OWEN HASKELL, INC.
16 CASCO ST., PORTLAND, ME 04101 (207) 774-0484
PROFESSIONAL LAND SURVEYORS

Drawn By	RS	Date	Job No.
Troce By	JLW	JULY 30, 1998	88188P
Check By	JWS	Scale	Draw. No.
Book No.	839	1" = 40'	1



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

Note: All dimensions must be verified w/ arch'l drawings (Door and window locations scaled from arch'l dwgs.)

STRUCTURAL DESIGN CRITERIA:

- BUILDING CODE: 1999 EDITION OF THE BOCA NATIONAL BUILDING CODE
- SNOW:
 - GROUND SNOW LOAD = 60 PSF
 - IMPORTANCE FACTOR, I = 1.0
 - EXPOSURE FACTOR, C_e = 0.7
 - FLAT ROOF SNOW LOAD = 42 PSF
- ROOF DEAD LOAD = 15 PSF

GENERAL NOTES:

- STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR LOCATIONS AND DIMENSIONS OF OPENINGS, CHASES, INSERTS, REGLETS, SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON THE STRUCTURAL DRAWINGS.
- ALL DIMENSIONS AND CONDITIONS MUST BE VERIFIED IN THE FIELD. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE AFFECTED PART OF THE WORK.
- THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE STRUCTURE AND PERSONNEL DURING ERECTION. THIS INCLUDES THE ADDITION OF THE NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUTS OR TIEDOWNS. SUCH MATERIAL SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT.
- ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL REGULATIONS SHALL BE FOLLOWED, INCLUDING THE FEDERAL DEPARTMENT OF LABOR OCCUPATIONAL SAFETY AND HEALTH ACT.

FOUNDATION NOTES:

- FOUNDATION DESIGNED BASED ON AN ASSUMED MAXIMUM ALLOWABLE BEARING PRESSURE OF 2000 PSF. IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY THE SOIL BEARING CAPACITY. NOTIFY THE ENGINEER AND STOP WORK IF CLAY, WET SOILS, FILL, OR OTHER DELETERIOUS MATERIALS ARE ENCOUNTERED.
- DESIGN OF EXTERIOR FOUNDATIONS IS BASED ON A FROST DEPTH OF 4'-0" BELOW FINISHED GRADE.
- NO HORIZONTAL JOINT WILL BE PERMITTED IN THE WALLS OR SLABS UNLESS NOTED OTHERWISE.
- FOUNDATION CONTRACTOR SHALL SET COLUMN ANCHOR BOLTS AND LEVELING PLATES, INCLUDING GROUTING, AS PER THE STRUCTURAL STEEL CONTRACTOR'S DRAWINGS.
- EXCAVATING AND BACK FILLING AT NEW AND EXISTING FOUNDATION WALLS SHALL BE DONE SUCH THAT SYMMETRICAL LOADING SHALL BE MAINTAINED ON BOTH SIDES. WHERE DESIGN CONDITIONS REQUIRE DIFFERENT BACK FILL HEIGHTS, WALLS SHALL BE FIRMLY SHORED IN POSITION, AND SHORES SHALL REMAIN UNTIL FLOORS ARE PLACED AND PROPERLY SET, TO PROVIDE FULL SUPPORT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, INSTALLATION, AND FINAL CLEARANCE OF ANY NEEDLING, SHORING, OR BRACING OF EXISTING STRUCTURES.

CONCRETE NOTES:

- ALL CONCRETE WORK SHALL CONFORM TO ACI-318-93.
- CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 3000 PSI, MAXIMUM SIZE AGGREGATE SHALL BE 3/4".
- CONCRETE TO REMAIN EXPOSED TO WEATHER SHALL BE AIR ENTRAINED.
- CONCRETE SHALL NOT BE PLACED IN WATER OR ON FROZEN GROUND.
- REINFORCING BARS SHALL CONFORM TO ASTM A615 GRADE 60. DEFORMED BARS SHALL BE DETAILED AND FABRICATED IN ACCORDANCE TO ACI-315 LATEST EDITION, AND PLACED IN ACCORDANCE WITH ACI-318.
- SPLICES OF REINFORCING BARS SHALL BE IN ACCORDANCE WITH ACI-318-93.
- HOOKS NOT DIMENSIONED SHALL BE ACI STANDARD HOOKS.
- CONCRETE COVER OVER REINFORCEMENT SHALL BE AS FOLLOWS:
 - CONCRETE CAST AGAINST EARTH = 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER = 1 1/2"
 - CONCRETE NOT EXPOSED TO EARTH OR WEATHER = 1"

REVISION / ISSUE	DESCRIPTION
#	
DATE	11/08/02
	For Construction

DRAWN BY:	PCU
CHECKED BY:	TOS
DATE:	Nov. 8, 2002
SCALE:	As Noted
JOB NO.:	2002-611

MILARDO COTTAGE

LITTLE DIAMOND ISLAND MAINE

SHELLEY ENGINEERING, INC.
STRUCTURAL CONSULTANTS
90 BRUCE STREET
WESTBROOK, MAINE 04092
PHONE (207) 864-6465
FAX (207) 864-8706
WWW.SHELLEYENGINEERING.COM

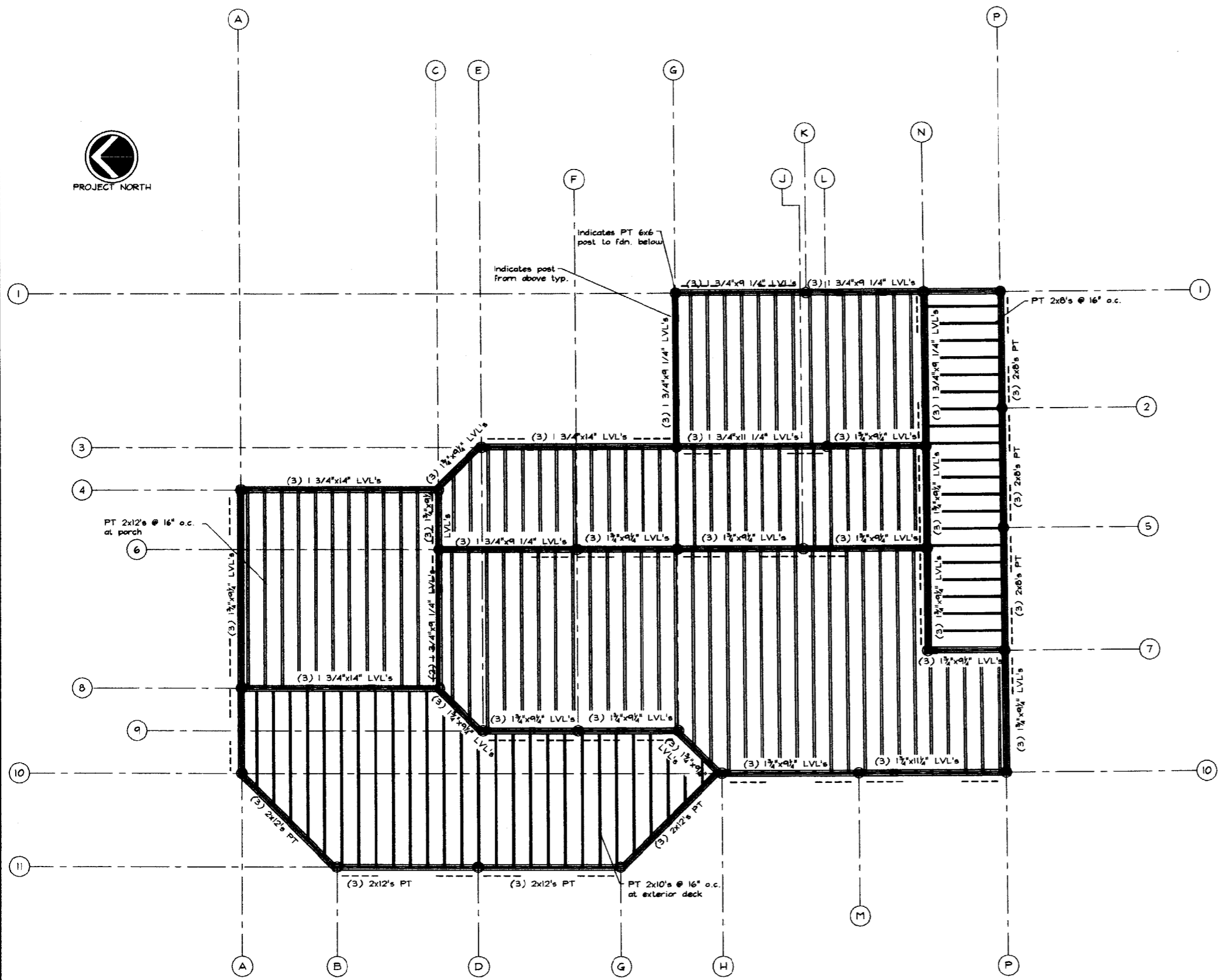
---SET---

SHEET TITLE:

FOUNDATION PLAN

S1 OF 4

CADD 2002-611

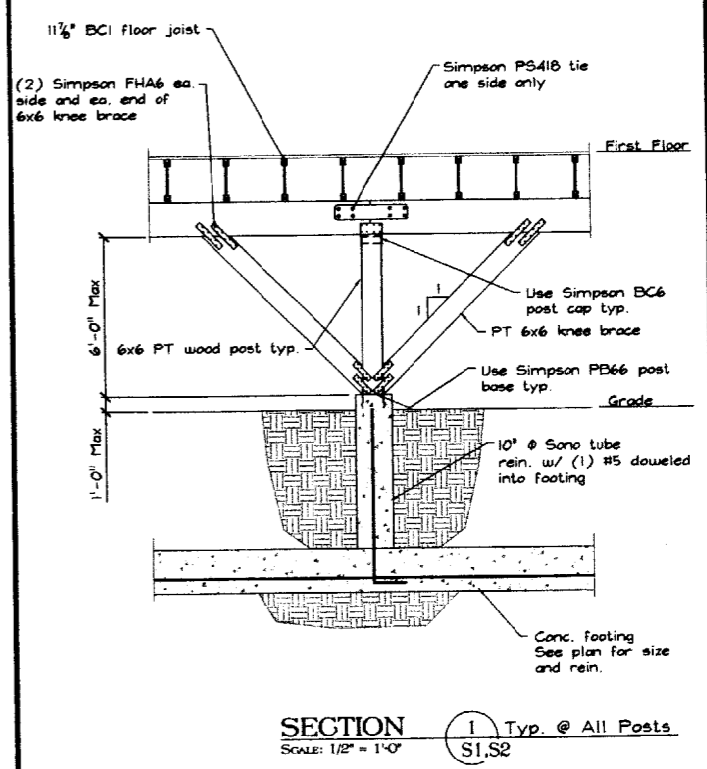


1st FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

Note: All floor joists at this floor to be 11 7/8" BCI 40s @ 16" o.c. U.N.O.
--- Indicates knee brace location See Section 1 Sht. S2

- WOOD FRAMING NOTES:**
- STRUCTURAL LUMBER: No. 2 SPRUCE PINE FIR OR BETTER.
F_b = 750 PSI F_v = 70 PSI
F_c = 975 PSI E = 1100000 PSI
 - DESIGN CODE: NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION BY THE NATIONAL FOREST PRODUCTS ASSOCIATION.
 - FASTENERS: COMPLY WITH RECOMMENDED FASTENING SCHEDULE OF THE BOCA BUILDING CODE, 1996 EDITION, UNLESS SHOWN OTHERWISE ON THE DRAWINGS.
 - NAILING REQUIREMENTS FOR PLYWOOD ROOF DECK:
PROVIDE 8d NAILS AS FOLLOWS UNLESS SHOWN OTHERWISE:
8d NAILS @ 6" o.c. ALONG PANEL EDGES
8d NAILS @ 12" o.c. ALONG INTERMEDIATE MEMBERS
 - SPIKE TOGETHER ALL FRAMING MEMBERS WHICH ARE BUILT-UP USING MULTIPLE 2x LUMBER.
 - PROVIDE PRESSURE TREATED LUMBER FOR ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE.
 - ROOF SHEATHING: 5/8" APA RATED SHEATHING, EXTERIOR OR STRUCTURAL I OR II RATED SHEATHING, SPAN RATING 32/16. INSTALL SHEETS WITH FACE GRAIN DIRECTION PERPENDICULAR TO SUPPORTING MEMBERS.

- STRUCTURAL STEEL NOTES - GENERAL**
- STRUCTURAL STEEL FABRICATION, ERECTION, AND CONNECTION DESIGN SHALL CONFORM TO AISC "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL" 9th EDITION.
 - ALL STEEL SHAPES TO BE ASTM A572 UNLESS NOTED OTHERWISE.
 - WELDING SHALL BE IN ACCORDANCE WITH AWS D1.1 - LATEST EDITION. ALL WELDS SHALL BE MADE WITH E70XX ELECTRODES.
 - STEEL BEAMS AND COLUMNS SHALL BE CUT FROM FULL LENGTH STOCK. UNAUTHORIZED SPLICES WILL BE CAUSE FOR REJECTION.
 - STRUCTURAL STEEL SHALL BE PAINTED WITH A SHOP APPLIED COAT OF THE FABRICATOR'S RUST INHIBITIVE PRIMER.



SECTION 1 Typ. @ All Posts
SCALE: 1/2" = 1'-0"

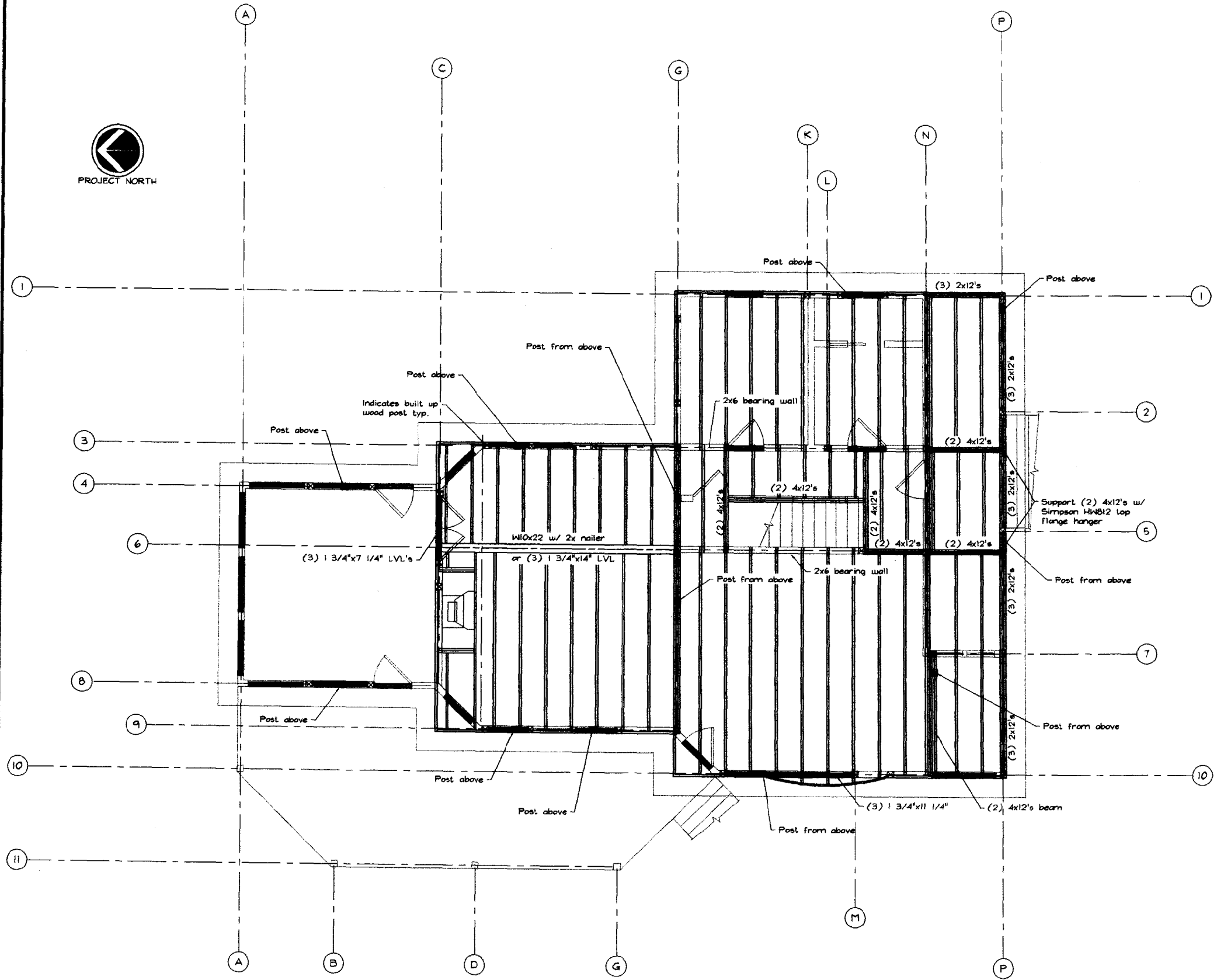
#	DATE	REVISION / ISSUE DESCRIPTION
1	11/08/02	For Construction

DRAWN BY:	FDJ
CHECKED BY:	TGS
DATE:	Nov. 6, 2002
SCALE:	As Noted
JOB NO.:	2002-611

MILARDO COTTAGE
LITTLE DIAMOND ISLAND MAINE

SHIELLY ENGINEERING, INC.
Structural Consultants
60 Pleasant Street
Westbrook, Maine 04092
Phone (207) 854-6468
Fax (207) 854-6706
www.shellyengineering.com

SHEET TITLE:
FIRST FLOOR FRAMING PLAN
S2 OF 4
CADD 2002-611



2ND FLOOR FRAMING PLAN
SCALE: 1/4" = 1'-0"

Note: All Door/Window Headers to be (3) 2x10's U.N.O.
All floor joists at this floor to be 4x12's @ 24" o.c. U.N.O.
Support 4x12 joists from wood beams w/ Simpson B412 Top flange hangers
Use 10d x 1 1/2" nails at steel beam w/ wood nailer

#	DATE	REVISION / ISSUE DESCRIPTION
1	11/08/02	For Construction

DRAWN BY:	PTJ
CHECKED BY:	TCS
DATE:	Nov. 5, 2002
SCALE:	AS NOTED
JOB NO.:	2002-611

MILARDO COTTAGE

LITTLE DIAMOND ISLAND MAINE

SEI
SHELLEY ENGINEERING, INC.
STRUCTURAL CONSULTANTS
90 BRIDGE STREET
WESTPORT, MAINE 04092
PHONE: (603) 834-4468
FAX: (603) 834-6706
WWW.SHELLEYENGINEERING.COM

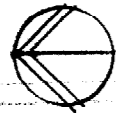
SHEET TITLE:
SECOND FLOOR FRAMING PLAN

S3 OF 4
CADD 2002-611

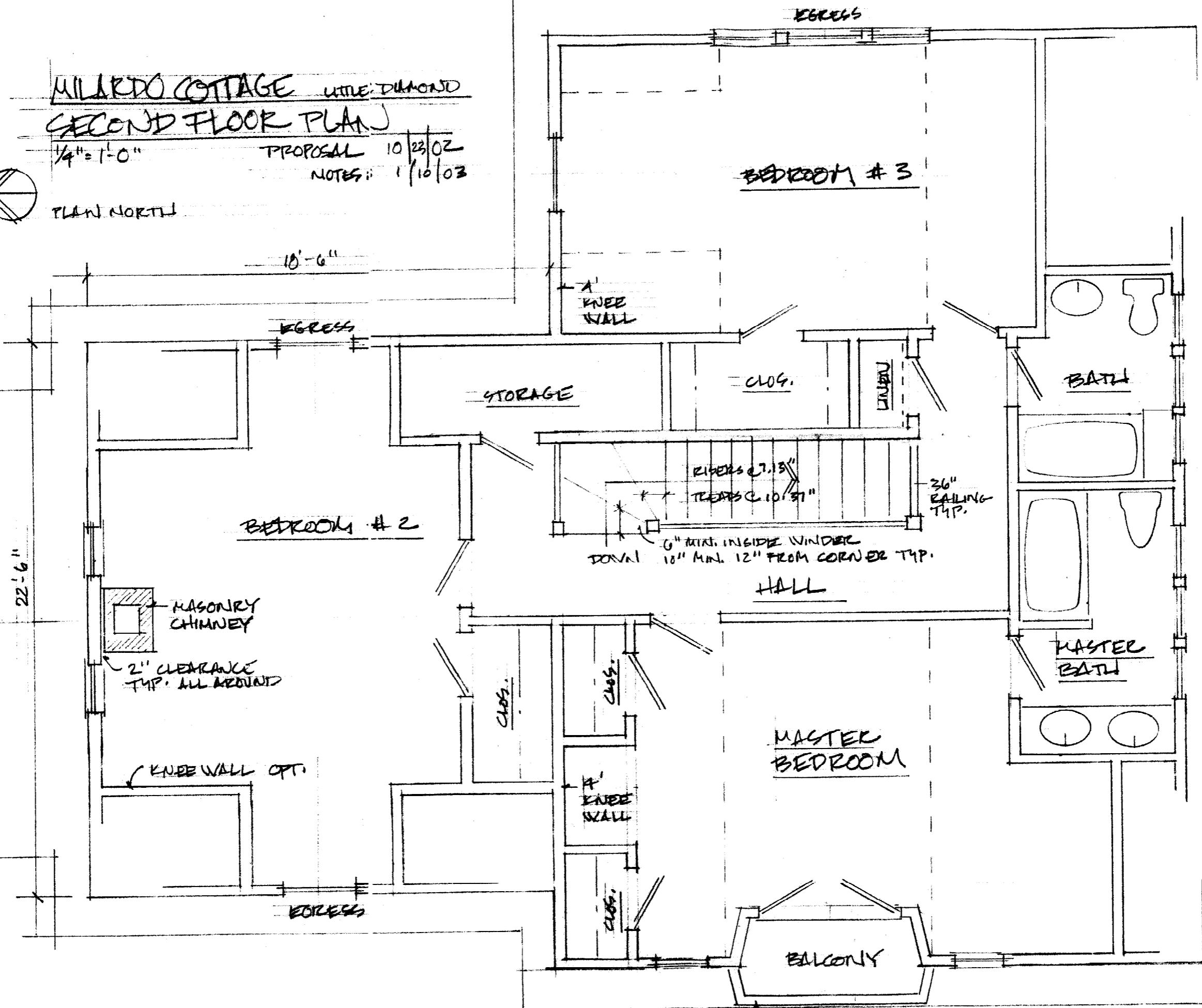
MILARDO COTTAGE LITTLE DIAMOND
SECOND FLOOR PLAN

1/4" = 1'-0"

PROPOSAL 10/23/02
NOTES: 1/10/03



PLAN NORTH



22'-6"

10'-6"

MASONRY CHIMNEY
2" CLEARANCE TYP. ALL AROUND

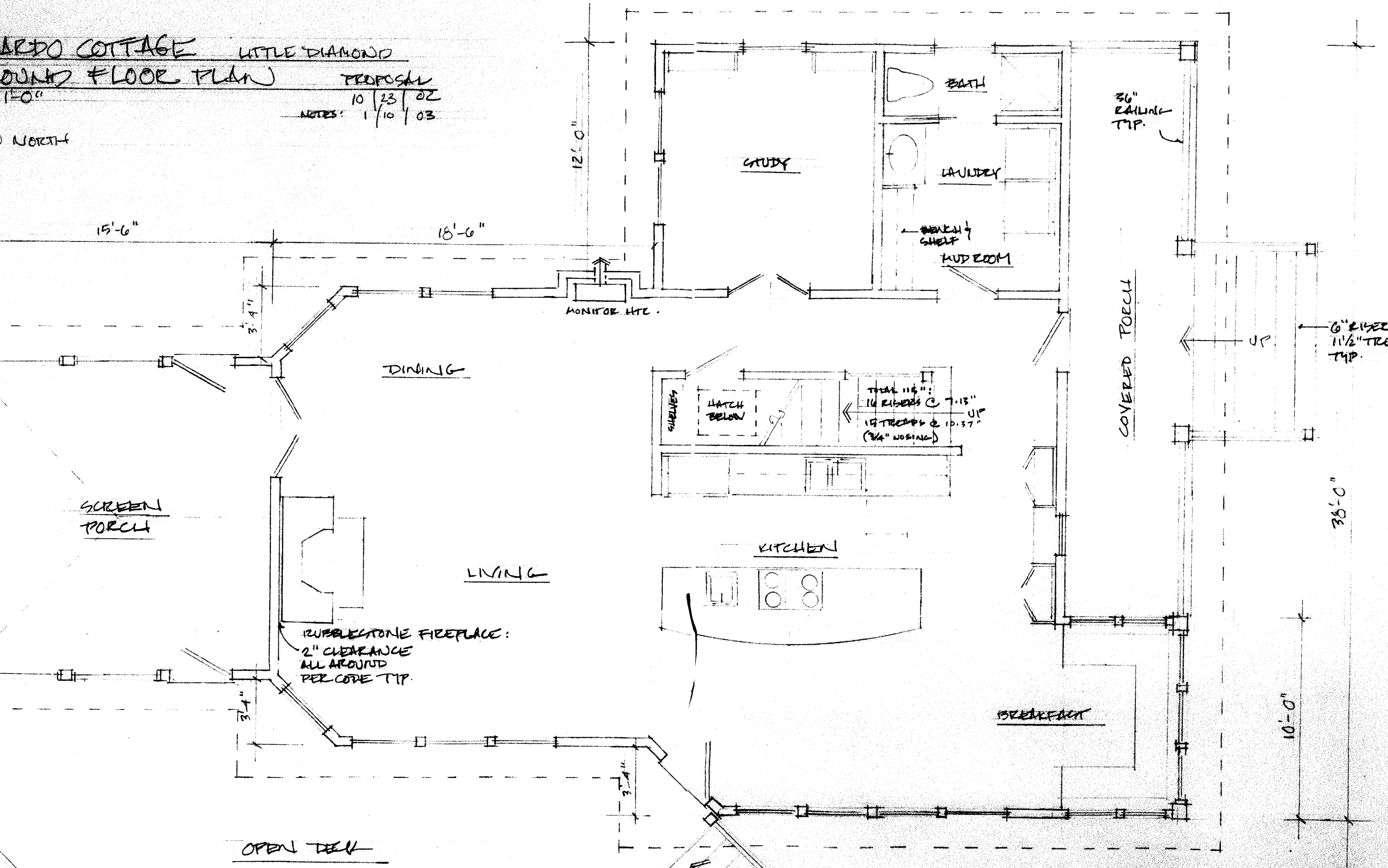
KNEE WALL OPT.

DOWN 6" MIN. INSIDE WINDER
10" MIN. 12" FROM CORNER TYP.

ARDO COTTAGE LITTLE DIAMOND
 FOUND # FLOOR PLAN PROPOSAL

NOTES: 10 | 23 | 02
 1 | 10 | 03

NORTH



15'-6"

18'-6"

12'-0"

36" RAILING TYP.

MONITOR HTC.

DINING

STUDY

BATH

LAUNDRY

BENCH & SHELF

MUD ROOM

COVERED PORCH

UP

6" RISE
 1 1/2" TREAD
 TYP.

SCREEN PORCH

SHelves
 HATCH BELOW
 TOTAL 116"
 16 RISERS @ 7.13"
 19 TREADS @ 10.37"
 (3/4" NOSING)
 UP

36'-0"

KITCHEN

LIVING

RUBBLESTONE FIREPLACE:
 2" CLEARANCE
 ALL AROUND
 PER CODE TYP.

BREAKFAST

10'-0"

OPEN DECK