

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
Division of Health Engineering, 10 SHS  
(207) 287-5672 Fax: (207) 287-3165

PROPERTY LOCATION	
City, Town, or Plantation	Portland
Street or Road	258 South Road
Subdivision, Lot #	Cliff Island (Lot #9)

>> CAUTION: PERMIT REQUIRED - ATTACH IN SPACE BELOW <<

BORTLAND PERMIT # 11750 TOWN COPY  
 Date Permit Issued: 9-1-11 \$ 2,510.00 FEE Double Fee Charged  
*Julianne Rose* L.P.I. # 01132  
 Local Plumbing Inspector Signature

OWNER/APPLICANT INFORMATION	
Name (last, first, MI)	<input type="checkbox"/> Owner Benoit, John & Samuelson, Scott <input checked="" type="checkbox"/> Applicant

Mailing Address of Owner/Applicant	203 Lower Flying Point Road Freeport, ME 04032
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Daytime Tel. #	(207) 415-7885
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Municipal Tax Map # \_\_\_\_\_ Lot # \_\_\_\_\_

**109 AC 9**

OWNER OR APPLICANT STATEMENT	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.	
Signature of Owner or Applicant	<i>John A. Beno</i> <u>8-11-11</u> Date

CAUTION: INSPECTION REQUIRED	
I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
Local Plumbing Inspector Signature	<i>[Signature]</i> #1110 (2nd) date approved

## PERMIT INFORMATION

TYPE OF APPLICATION			
<input type="checkbox"/> 1. First Time System	<input type="checkbox"/> 1. No Rule Variance		
<input checked="" type="checkbox"/> 2. Replacement System	<input type="checkbox"/> 2. First Time System Variance		
Type replaced: <u>pipe to ground</u>	<input type="checkbox"/> a. Local Plumbing Inspector Approval		
Year installed: <u>1920's</u>	<input type="checkbox"/> b. State & Local Plumbing Inspector Approval		
<input type="checkbox"/> 3. Expanded System	<input checked="" type="checkbox"/> 3. Replacement System Variance		
<input type="checkbox"/> a. <25% Expansion	<input type="checkbox"/> a. Local Plumbing Inspector Approval		
<input type="checkbox"/> b. ≥25% Expansion	<input type="checkbox"/> b. State & Local Plumbing Inspector Approval		
<input type="checkbox"/> 4. Experimental System	<input type="checkbox"/> 4. Minimum Lot Size Variance		
<input type="checkbox"/> 5. Seasonal Conversion	<input type="checkbox"/> 5. Seasonal Conversion Permit		
SIZE OF PROPERTY			
<u>2.1±</u> <input type="checkbox"/> SQ. FT. <input checked="" type="checkbox"/> ACRES	<th colspan="2">DISPOSAL SYSTEM TO SERVE</th>	DISPOSAL SYSTEM TO SERVE	
<th colspan="2">SHORELAND ZONING</th>	SHORELAND ZONING		<input checked="" type="checkbox"/> 1. Single Family Dwelling Unit, No. of Bedrooms: <u>4</u>
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> 2. Multiple Family Dwelling, No. of Units: _____		
	<input type="checkbox"/> 3. Other: _____ (specify)		
	Current Use <input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Year Round <input type="checkbox"/> Undeveloped		

DISPOSAL SYSTEM COMPONENTS	
<input checked="" type="checkbox"/> 1. Complete Non-engineered System	<input type="checkbox"/> 5. Holding Tank, _____ gallons
<input type="checkbox"/> 2. Primitive System (graywater & alt. toilet)	<input type="checkbox"/> 6. Non-engineered Disposal Field (only)
<input type="checkbox"/> 3. Alternative Toilet, specify: _____	<input type="checkbox"/> 7. Separated Laundry System
<input type="checkbox"/> 4. Non-engineered Treatment Tank (only)	<input type="checkbox"/> 8. Complete Engineered System (2000 gpd or more)
<input type="checkbox"/> 9. Engineered Treatment Tank (only)	<input type="checkbox"/> 9. Engineered Treatment Tank (only)
<input type="checkbox"/> 10. Engineered Disposal Field (only)	<input type="checkbox"/> 11. Pre-treatment, specify: _____
<input type="checkbox"/> 12. Miscellaneous Components	<input type="checkbox"/> 12. Miscellaneous Components
TYPE OF WATER SUPPLY	
<input checked="" type="checkbox"/> 1. Drilled Well <input type="checkbox"/> 2. Dug Well <input type="checkbox"/> 3. Private	<input type="checkbox"/> 4. Public <input type="checkbox"/> 5. Other

SCANNED

## DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK	
<input type="checkbox"/> 1. Concrete	<input type="checkbox"/> a. Regular
<input type="checkbox"/> b. Low Profile	<input checked="" type="checkbox"/> 2. Plastic
<input type="checkbox"/> 3. Other: _____	<input type="checkbox"/> 3. Other: _____
CAPACITY: <u>1,000</u> GAL.	

DISPOSAL FIELD TYPE & SIZE	
<input type="checkbox"/> 1. Stone Bed <input type="checkbox"/> 2. Stone Trench	<input checked="" type="checkbox"/> 3. Proprietary Device
<input checked="" type="checkbox"/> a. cluster array <input type="checkbox"/> c. Linear	<input checked="" type="checkbox"/> b. regular load <input type="checkbox"/> d. H-20 load
<input type="checkbox"/> 4. Other: _____	
SIZE: <u>1,260</u> sq. ft. <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft.	

GARBAGE DISPOSAL UNIT	
<input checked="" type="checkbox"/> 1. No <input type="checkbox"/> 2. Yes <input type="checkbox"/> 3. Maybe	If Yes or Maybe, specify one below:
<input type="checkbox"/> a. multi-compartment tank	<input type="checkbox"/> b. _____ tanks in series
<input type="checkbox"/> c. increase in tank capacity	<input type="checkbox"/> d. Filter on Tank Outlet

SOIL DATA & DESIGN CLASS	
PROFILE CONDITION DESIGN	<u>2 / All</u>
at Observation Hole # <u>B-1</u>	Depth <u>17</u> "
of Most Limiting Soil Factor	

DISPOSAL FIELD SIZING	
<input type="checkbox"/> 2. Medium—2.6 sq. ft. / gpd	<input checked="" type="checkbox"/> 3. Medium—Large 3.3 sq. ft. / gpd
<input type="checkbox"/> 4. Large—4.1 sq. ft. / gpd	<input type="checkbox"/> 5. Extra Large—5.0 sq. ft. / gpd

EFFLUENT/EJECTOR PUMP	
<input type="checkbox"/> 1. Not Required	<input checked="" type="checkbox"/> 2. May Be Required
<input type="checkbox"/> 3. Required	
Specify only for engineered systems:	
DOSE: _____ gallons	

DESIGN FLOW	
360 gallons per day	
BASED ON:	
<input checked="" type="checkbox"/> 1. Table 4A (dwelling unit(s))	<input type="checkbox"/> 2. Table 4C (other facilities)
SHOW CALCULATIONS for other facilities	
4-bdrms @ 90gpd = 360gpd	
<input type="checkbox"/> 3. Section 4G (meter readings)	ATTACH WATER METER DATA
LATITUDE AND LONGITUDE	
at center of disposal area	
Lat. <u>43</u> d <u>41</u> m <u>15</u> s	Lon. <u>70</u> d <u>06</u> m <u>45</u> s
if g.p.s, state margin of error: _____	

## SITE EVALUATOR STATEMENT

I certify that on 7/31/11 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A-CMR 241).

*Bonnie J.S. Cobb*  
 Site Evaluator Signature  
 Bonnie J.S. Cobb  
 Site Evaluator Name Printed

368  
 SE #  
 (207) 899-8397  
 Telephone Number

7/31/11  
 Date  
 b.cobb@comcast.net  
 E-mail Address

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

RECEIVED  
 AUG 12 2011  
 Dept. of Building Inspection  
 City of Portland Maine



# PORTLAND MAINE

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

*Director of Planning and Urban Development  
Penny St. Louis*

*Inspection Services, Director  
Tammy M. Munson*

November 18, 2011

John Benoit & Scott Samuelson  
203 Lower Flying Point Road  
Freeport, Maine 04032

**CBL: 109A C009001**  
**Located at 258 South Road.**

**Mail**

Dear John & Scott,

This letter verifies that Construction performed under Building Permit # 2011-08-1970 issued by the City of Portland at the above address has been completed. Inspections have been recorded and the work appears to be in accordance with the applicable code requirements. This does not certify that the property is free of building code violations.

If you have any questions, feel free to contact me at this office.

Sincerely,

Nicholas Adams  
Code Enforcement Officer  
207-874-8789



# CITY OF PORTLAND, MAINE

Department of Building Inspections

## Original Receipt

\_\_\_\_\_ 8-12 2011 \_\_\_\_\_

Received from \_\_\_\_\_

Location of Work \_\_\_\_\_

Cost of Construction \$ \_\_\_\_\_ Building Fee: \_\_\_\_\_

Permit Fee \$ \_\_\_\_\_ Site Fee: \_\_\_\_\_

Certificate of Occupancy Fee: \_\_\_\_\_

Total: 450

Building (IL) \_\_\_ Plumbing (I5) \_\_\_ Electrical (I2) \_\_\_ Site Plan (U2) \_\_\_

Other \_\_\_\_\_

CBL: 137A69

Check #: 9991

Total Collected \$ 450

**No work is to be started until permit issued.  
Please keep original receipt for your records.**

Taken by: [Signature]

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Permit Copy

**SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION**

Maine Department of Human Services  
Division of Health Engineering, 10 SHS  
(207) 287-5672 FAX (207) 287-3165

Town, City, Plantation  
Portland

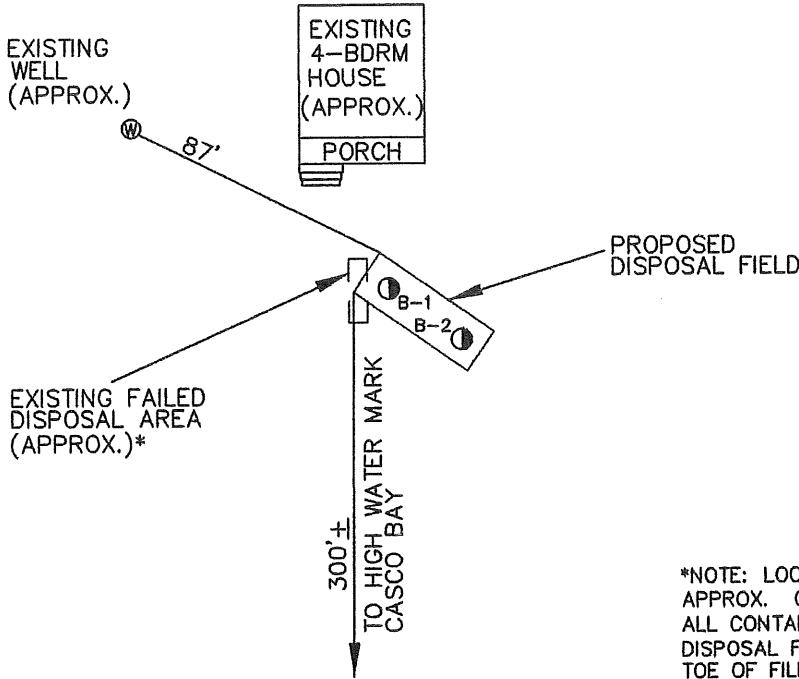
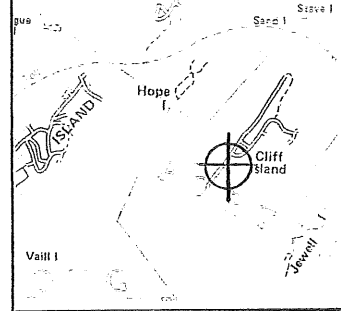
Street, Road, Subdivision  
258 South Road, Cliff Island

Owner or Applicant Name  
John Benoit & Scott Samuelson

**SITE PLAN**

Scale 1" = 60 Ft.  
or as shown

**SITE LOCATION PLAN**



IPF=IRON PIN FOUND

**SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)**

Observation Hole B-1  Test pit  Boring  
1-2 " Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
GRAVELLY FINE SANDY LOAM	FRIABLE	BROWN	NONE OBSERVED
LEDGE @ 17"			

Soil Classification <u>2</u> Profile	Slope <u>0-3</u> %	Limiting Factor <u>17</u> "	<input type="checkbox"/> Ground Water Restrictive Layer <input checked="" type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
<u>All</u> Condition			

Observation Hole B-2  Test pit  Boring  
1-2 " Depth of Organic Horizon Above Mineral Soil

Texture	Consistency	Color	Mottling
GRAVELLY FINE SANDY LOAM	FRIABLE	BROWN	NONE OBSERVED
LEDGE @ 21"			

Soil Classification <u>2</u> Profile	Slope <u>0-3</u> %	Limiting Factor <u>21</u> "	<input type="checkbox"/> Ground Water Restrictive Layer <input checked="" type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth
<u>All</u> Condition			

*Benoit & Samuelson*  
Site Evaluator Signature

368  
SE #

7/31/11  
Date

<b>SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION</b>		Maine Department of Human Services Division of Health Engineering, 10 SHS (207) 287-5672 FAX (207) 287-3165
Town, City, Plantation Portland	Street, Road, Subdivision 258 South Road, Cliff Island	Owner or Applicant Name John Benoit & Scott Samuelson

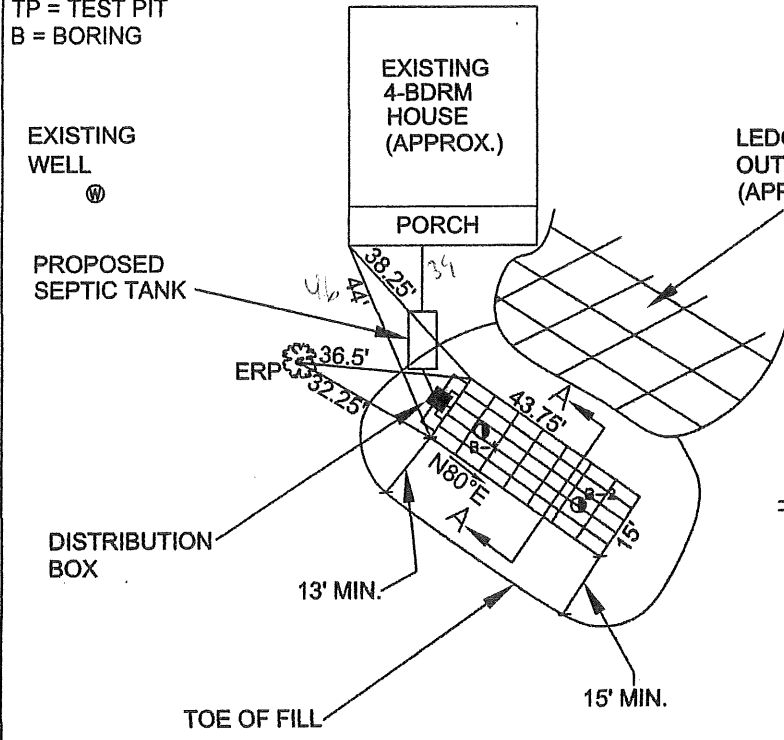
**SUBSURFACE WASTEWATER DISPOSAL PLAN**

Scale 1" = 40 FT.

NOTE: ALLOW FOR POSITIVE DRAINAGE  
AROUND THE LEACHFIELD

IPF = IRON PIN FOUND  
TP = TEST PIT  
B = BORING

NOTE: IF A GARBAGE DISPOSAL IS  
USED, THEN CHANGES TO  
THIS DESIGN ARE NECESSARY.



**PROPOSED DISPOSAL FIELD**

5 ROWS OF 7 STD.(11") BIODIFFUSORS (35 TOTAL)  
IN CLUSTER ARRAY (MAY SUBSTITUTE:  
5 ROWS OF 10 QUICK-4 INFILTRATORS (50 TOTAL)  
NOTE: ALL MATERIALS AND INSTALLATION SHALL  
BE IN ACCORDANCE WITH THE MAINE SUBSURFACE  
WASTEWATER DISPOSAL RULES DATED 1/11, AS  
AMENDED AND SUPPLEMENTED BY THE ATTACHED  
GENERAL NOTES WHICH BECOME A PART OF THIS  
DESIGN.

**BACKFILL REQUIREMENTS**

Depth of Fill (Upslope) VARIABLES 30"-36"  
Depth of Fill (Downslope) VARIABLES 30"-36"

**CONSTRUCTION ELEVATIONS**

Finished Grade Elevation -22"  
Top of Distribution Pipe or Proprietary Device -34"  
Bottom of Disposal Area (Bottom of Stone) -45"

**ELEVATION REFERENCE POINT**

Location & Description Nail up 59"  
in a 15" dia. twin R. Maple  
Reference Elevation 0"

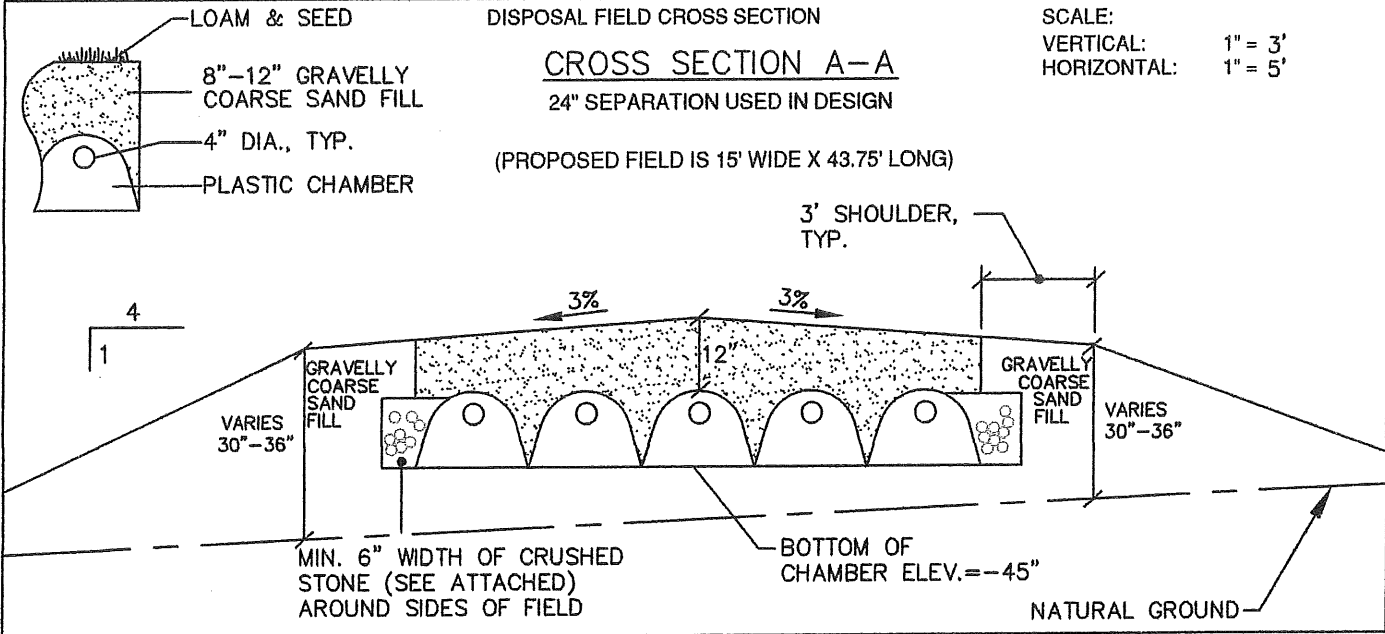
**DISPOSAL FIELD CROSS SECTION**

**CROSS SECTION A-A**

24" SEPARATION USED IN DESIGN

(PROPOSED FIELD IS 15' WIDE X 43.75' LONG)

SCALE:  
VERTICAL: 1" = 3'  
HORIZONTAL: 1" = 5'



*Benoit & Samuelson*  
Site Evaluator/Signature

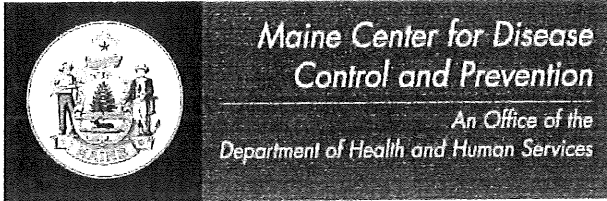
368  
SE #

7/31/11  
Date

General Notes  
(attachment to form HHE-200)  
< 1,000 gpd Septic System

1. The nature of the site evaluation profession is one of interpretation of soil and site conditions. We, in the field, attempt to both provide a satisfactory service to the client, and comply by the rules by which we are bound - The Maine Subsurface Wastewater Disposal Rules. If at any time you, the client, are not satisfied with the service provided or the results found, it is your right to hire another site evaluator for a second opinion.
2. Property information is supplied by the owner, applicant or representative. Such information presented herein shall be verified as correct by the owner or applicant prior to signing this application.
3. All work shall be in accordance with the Maine Subsurface Wastewater Disposal Rules dated <sup>1/11</sup>~~6/00~~, as amended.
4. All work should be performed under dry conditions only (for disposal area).
5. No vehicular or equipment traffic to be allowed on disposal area. Disposal field shall be constructed from outside the corner stakes located in the field. The downslope area is also to be protected in the same manner.
6. Backfill, if required, is to be gravelly coarse sand to coarse sand texture and to be free of foreign debris. If backfill is coarser than original soil, then mix top 4" of backfill and original soil with rototiller (or equal)
7. No neighboring wells are apparent (unless so indicated) within 100' of disposal area. Owner or applicant shall verify this prior to signing the application.
8. The disposal field stone shall be 'clean', uniform in size and free of fines, dust, ashes, or clay. It shall be no smaller than 3/4 inch and no larger than 2 1/2 inches in size (per Section 805.2.3 of the Maine Subsurface Wastewater Disposal Rules).
9. Minimum separation distances required (unless reduced by variance or special circumstance).
  - a) wells with water usage of 2000 or more gpd or public water supply wells:

Disposal Fields:	300'
Septic Tanks and Holding Tanks:	100'
  - b) any well to disposal area: 100'
  - c) any well to septic tank: ~~100'~~ 50'
  - d) septic tank or disposal area to lake, river, stream or brook: 100' for major watercourse, 50' for minor watercourse
  - e) house to treatment tank: 8'
  - f) house to disposal area: 20'
- \* For all other separation distances, use separations for less than 1,000 gpd per Maine Subsurface Wastewater Disposal Rules Table 700.2.
9. Location of septic system near a wetland may require a separate permit. As such, the owner, prior to construction of the septic system, shall hire a professional to evaluate proximity of adjacent wetlands and prepare necessary permit applications.
10. Garbage disposals are not recommended and, if installed, are done so at the owner's risk. The additional waste load requires increased maintenance frequency, higher potential for failure, and larger septic tanks.
11. Pump stations, when required, shall be installed watertight to prevent infiltration of ground and/or surface water.
12. Force mains and pressure lines shall be flushed of any foreign material and pumps shall be checked for proper on/off cycle before being put into service.
3. Force mains, pump stations, and/or gravity piping subject to freezing shall be installed below frost line or adequately insulated.



Department of Health and Human Services  
 Maine Center for Disease Control and Prevention  
 286 Water Street  
 # 11 State House Station  
 Augusta, Maine 04333-0011  
 Tel: (207) 287-5672  
 Fax: (207) 287-4172; TTY: 1-800-606-0215

## SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

<b>GENERAL INFORMATION</b>	Town of <u>Portland (Cliff Island)</u>
Property Owner's Name: <u>John Benoit and Scott Samuelson</u>	Tel. No.: <u>(207) 415-7885</u>
System's Location: <u>258 South Road, Cliff Island, Portland, ME</u>	
Property Owner's Address: <u>203 Lower Flying Point Road, Freeport, ME</u>	Zip Code <u>04032</u>
e-mail address: _____	

The subsurface wastewater disposal system design for the subject property requires a  replacement system variance  first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires  local approval  local and state approval.

<b>SPECIFIC VARIANCE REQUESTED</b> (To be filled in by Site Evaluator. Use additional sheets if needed.)	<b>SECTION OF RULE</b>
1. <u>Setback to potable water supply well from 100' down to 87'</u>	<u>Ch. 8, Table 8A</u>
2. _____	_____
3. _____	_____

**SITE EVALUATOR**

When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.

\_\_\_\_\_ The proposed location is the flattest and most feasible area to install the new disposal field. It is no closer than the existing, failed disposal field and is also located down-gradient from the well.

I, Bonnie S. Cobb, S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.

Bonnie S Cobb #308 8/8/11  
 SIGNATURE OF SITE EVALUATOR DATE

**PROPERTY OWNER**

I, Scott A. Samuelson, am the  owner  agent for the owner of the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

Scott A. Samuelson 8-11-11  
 SIGNATURE OF OWNER DATE  
 AGENT FOR THE OWNER

**LOCAL PLUMBING INSPECTOR - Approval at local level**

The local plumbing inspector shall review all variance requests prior to rendering a decision.

I, Jeanie Bourke, the undersigned, ~~have visited the above property and~~ find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (  does  does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (  do  do not) approve the requested variance. I (  will  will not) issue a permit for the system's installation as proposed by the application.

Jeanie Bourke  
LPI Signature

9/1/11  
Date

**LOCAL PLUMBING INSPECTOR - Referral to the Department**

The local plumbing inspector shall review all variance requests prior to forwarding to the Division of Environmental Health.

I, \_\_\_\_\_, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (  does  does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (  do  do not) recommend the issuance of a permit for the system's installation as proposed by the application.

\_\_\_\_\_  
LPI Signature

\_\_\_\_\_  
Date

**FOR USE BY THE DEPARTMENT ONLY**

The Department has reviewed the variance(s) and (  does  does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

\_\_\_\_\_  
SIGNATURE OF THE DEPARTMENT

\_\_\_\_\_  
DATE

Notes: 1. Variances for soil conditions may be approved at the local level as long as the total point assessment is at least the minimum allowed. (See Section 7.B.4 of the Subsurface Wastewater Disposal Rules for Municipal Review.)

2. Variances for other than soil conditions or soil conditions beyond the limit of the LPI's authority are to be submitted to the Department for review. (See Section 7.B.3 for Department Review.) The LPI's signature is required on these variance requests prior to sending them to the Department.

**SOIL, SITE AND ENGINEERING FACTORS FOR FIRST TIME SYSTEM VARIANCE ASSESSMENT WITH LIMITING SOIL DRAINAGE CONDITIONS (SEE TABLES 7C THROUGH 7M).**

	CHARACTERISTIC	POINT ASSESSMENT
Soil Profile	N/A	N/A
Depth to Groundwater/Restrictive Layer	N/A	N/A
Terrain	N/A	N/A
Size of Property	N/A	N/A
Waterbody Setback	N/A	N/A
Water Supply	N/A	N/A
Type of Development	N/A	N/A
Disposal Area Adjustment	N/A	N/A
Vertical Separation Distance	N/A	N/A
Additional Treatment	N/A	N/A
<b>TOTAL POINT ASSESSMENT:</b>		<b>N/A</b>

Minimum Points (Check One):  Outside Shoreland Zone-50  Inside Shoreland Zone-65  Subdivision-65



## BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

or email: [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the city of Portland Inspections Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months. If the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a "Stop Work Order" and subsequent release to continue.**

### Septic

1. Septic field and extension inspection for bottom preparation/ scarification to verify removal of vegetation, established transitional horizon and erosion and sedimentation control measures.
2. Exposed septic field installation and tank location inspection to check elevations, dimensions, piping, plumbing station and system design prior to covering.
3. Backfill inspection of septic field for approved materials, stabilization, slopes and extensions.

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OF CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUOPIED.

## PURCHASE AND SALE AGREEMENT

1. **PARTIES:** This agreement is made this \_\_\_\_ day of April, 2011 between **JOHN R. BENOIT and HOLLY BENOIT**, both of Scarborough Maine, County of Cumberland State of Maine and **JOAN SAMUELSON and SCOTT SAMUELSON**, both of Freeport, Maine, hereinafter collectively called "BUYERS", and **ANNE CHARLTON SANDOSKI** of Boulder, CO, **SUSAN FIELD GROOM** of Bensalem, PA, **LINDA K. LOSS** of Lancaster, PA, **JOAN P. GOYETTE** of Leominster, MA, and **L. MAITLAND BLANK, JR.**, of Heredia, Costa Rica., hereinafter collectively called "SELLER".

2. **DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, SELLER agrees to sell and BUYERS agrees to buy the following described real estate:

Land and any buildings thereon located on Cliff Island, in the City of Portland, County of Cumberland, Maine and shown on the Town Tax Map 109-A as Lot C-9, as more particularly described in a Deed dated July 29, 2005 and recorded in the Cumberland County Registry of Deeds in Book 52988, Page 274, being all the property owned by SELLER at this address (hereinafter called the PREMISES).

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES:** Except as hereinafter specifically excluded, included in the sale as a part of the Premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to Seller and used in connection therewith including, if any, all venetian blinds, window shades, screens, screen doors, awnings, shutters, furnace, heaters, heating equipment, stove, range, refrigerator, water heater, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, fences, gates, trees, shrubs, plants, gardening and lawn equipment, ventilators, garbage disposal and dishwasher, but not including pictures attached to walls.

Items not included in the sale are as follows (if none, state "none"): The golf cart and personal property, including furniture, but any furniture and other personal property items left on the Premises after the Closing are included.

4. **CONSIDERATION:** For such Deed and conveyance BUYERS are to pay the sum of Three Hundred and Fifty Thousand Dollars \$350,000 of which Ten Thousand Dollars \$10,000 is included herewith as an earnest money deposit. The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE at Closing: \$340,000.

5. **TITLE/DEED:** Said Premises are to be conveyed by a good and sufficient Quitclaim Deed with Covenant running to BUYERS, or to the nominee designated by BUYERS, and said deed shall convey a good and clear record and marketable title thereto, free from all liens and encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current municipal tax year as are not due and payable on the date of the delivery of such deed;
- (c) Standard utility easements, easements and rights-of-way of record, and deed restrictions, if any.

5. **EARNEST MONEY/ACCEPTANCE:** Petruccelli, Martin & Haddow, LLP ("PM&H") shall hold said earnest money and act as escrow agent until closing. BUYERS acknowledge that PM&H represents SELLER in this transaction, and all parties hereby consent to SELLER's attorney acting as escrow agent. In the event that the PM&H is made a party to any lawsuit by virtue of acting as escrow agent, PM&H shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

6. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:**

If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed, the Premises do not conform with the provisions hereof, then SELLER may use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which case SELLER may give written notice thereof to BUYERS at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

7. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM:**

If SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and if at the expiration of any extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at BUYERS' option any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

8. **PERFORMANCE:** The Deed is to be delivered and the consideration paid at a mutually agreeable place and time on September 1, 2011 ("Closing Date"). To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any and all encumbrances or interests; and all instruments so procured to clear the title shall be recorded prior to or simultaneously with the delivery of the Deed. It is agreed that time is of the essence of this Agreement.

9. **POSSESSION:** Full possession of the Premises, free of all tenants and occupants, except as otherwise provided herein, is to be delivered to BUYERS at the time of delivery of the Deed, the said Premises to be then in the same condition in which they now are, reasonable use and wear of the buildings thereon excepted.

10. **CLOSING:** In addition to such other documents as required by this Agreement, at the Closing, BUYERS shall deliver to SELLER the Purchase Price as adjusted and provided herein; SELLER shall execute, acknowledge, and deliver to BUYERS the deed; and both parties shall executed and deliver a Real Estate Transfer Tax Declaration and such other customary certificates and affidavits, including such documents and letters of indemnity as a title insurance company issuing a title insurance policy on the Premises for BUYERS shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanic's, materialmens, or similar liens and for parties in possession.

12. **RIGHT TO INSPECT:** BUYERS is encouraged to seek information from professionals regarding any specific issues or concerns. This Agreement is subject to the following inspections, with results being reasonably satisfactory to BUYERS:

Type of Inspection	Yes	No		Type of Inspection	Yes	No	
Environmental	X	___	within 45 days	Zoning	X	___	within 45 days
Underground Tanks	X	___	within 45 days	General Building and systems	X	___	within 45 day
Asbestos	X	___	within 45 days	Radon	X	___	within 45 days

All inspections will be done by inspectors chosen and paid for by BUYERS. If the result of any inspection is unsatisfactory to BUYERS, BUYERS may declare this agreement null and void by notifying SELLER in writing with a copy of the written inspection report within the above specified number of days, and any earnest money deposit shall be returned to BUYERS. If BUYERS does not notify SELLER that an inspection is unsatisfactory within the time period set forth above (commencing on the date when this Agreement is fully executed), this contingency is waived by BUYERS. In the absence of the inspection(s) mentioned above, BUYERS is relying completely on BUYERS' own opinion as to the condition of the property.

13. **CASUALTY LOSS:** Until the delivery of the Deed from SELLER to BUYERS, risk of loss or damage to the Premises by fire or otherwise shall be on SELLER.

14. **PRORATIONS:** Real estate taxes for the fiscal year in the City of Portland shall be prorated as of the date of delivery of the deed and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYERS at the time of delivery of the Deed. SELLER is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time

of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive the delivery of the Deed. Additionally, the following items shall also be prorated as of the date of delivery of the deed:

Fuel Y/N  Elec Y/N  Water Y/N  Sewer Y/N  Rents Y/N  Condo/Assoc. Fee Y/N   
Other Y/N

15. **BROKERS/BROKER'S FEE:** SELLER and BUYERS each warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them and SELLER and BUYERS agree to indemnify and hold the other harmless from any claim by any other broker or agent claimant compensation in respect of this transaction, alleging an agreement with SELLER or BUYERS, as the case may be.

16. **TRANSFER TAX:** The BUYERS and SELLER will each pay transfer tax as required by the State of Maine.

17. **SELLER'S UST NOTICE OBLIGATIONS:** On or before the Closing Date, Seller shall deliver to BUYERS a written notice, pursuant to 38 M.R.S.A. §563(6), which notice shall certify either (i) that there is no underground oil storage facility located on the Premises or (ii) if there is such a facility on the Premises, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Board of Environmental Protection.

18. **CONSTRUCTION OF AGREEMENT:** This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives. If two or more persons are named herein as SELLER or BUYERS, their obligations hereunder shall be joint and several.

19. **WITHHOLDING:** In the event that SELLER is not a legal resident of the State of Maine and the total consideration exceeds \$50,000.00, Maine Revised Statutes Annotated Title 36, Section 5250-A requires 2.5% of the total consideration paid for the property to be withheld by the real estate escrow person who closes the transaction to be paid over to the State Tax Assessor, unless a waiver is obtained from the Bureau of Taxation, Augusta, Maine.

20. **DEFAULT:** In the event of default by the BUYERS, SELLER may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by

BUYER of the earnest money. In the event of a default by SELLER, BUYERS may employ all legal and equitable remedies, including without limitation, including specific performance or termination of this Agreement and return to BUYERS of the earnest money. PM&H acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either BUYERS or SELLER.

21. **PRIOR STATEMENTS:** All representations, statements, disclosure forms and agreements hereto made between the parties are merged in this agreement which alone fully and completely expresses their respective obligations, and this agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this agreement, made by each other or on their behalf.

22. **NOTICES:** Any notice required to be given in this Agreement shall be in writing and shall be deemed to be duly given when sent by registered or certified mail, return receipt requested, to the party entitled to such notice at their address set forth below:

**BUYERS:**

David J. Perkins, Esq.  
Perkins Olson, P.A.  
P.O. Box 449  
Portland, ME 04112-0449

**SELLER:**

Bruce McGlaflin, Esq.  
Petruccelli, Martin & Haddow, LLP  
P.O. Box 17555  
Portland, Maine 04112-8555

23. **CONSTRUCTION OF AGREEMENT:** This Agreement has been executed in one or more counterparts and each executed copy shall be deemed to be an original, is to be construed under the laws of the State of Maine, sets forth the entire agreement between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns and may be cancelled, modified or amended only by a written instrument executed by the parties hereto or their legal representatives.

24. **PROPERTY DISCLOSURE FORM/NO WARRANTIES:** BUYERS acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property, is not part of any contract between the BUYERS and SELLER, and BUYERS acknowledges that the property, the buildings, and the contents therein are being sold "as is" with no warranties whatsoever.

25. **SHORELAND ZONE SEPTIC SYSTEM:** If the property contains a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 days prior to closing.

26. **FINANCING CONTINGENCY:** The BUYERS' obligation to close upon this transaction is conditioned upon BUYERS obtaining financing for at least 60 percent of the purchase price at a rate not to exceed 6.0 percent per annum. The BUYERS shall have 45 days from the date of this Agreement in which to finalize financing if the BUYERS provide notice to SELLER within such 45 day period that they are unable to obtain the financing as described above, the BUYERS may terminate this Agreement and recover their earnest money deposit and the parties thereafter shall have no further obligations to each other pursuant to this Agreement. Thereafter, BUYERS' right to terminate under this paragraph 26 shall be void.

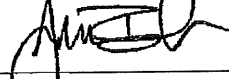
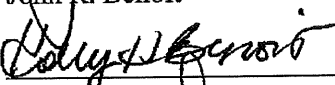
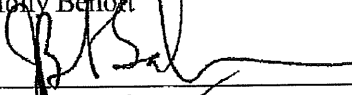
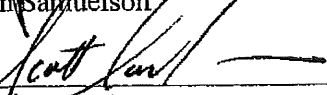
This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

WHEN FULLY EXECUTED, THIS IS A BINDING CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged.

April 9, 2011  
Date  
April 9, 2011  
Date  
April 9, 2011  
Date  
April 9, 2011  
Date

BUYERS:

  
John R. Benoit  
  
Holly Benoit  
  
Joan Samuelson  
  
Scott Samuelson

April 8, 2011  
Date

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Date

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Date

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Date

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Date

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Date

SELLER:

Anne Charlton Sandoski  
Anne Charlton Sandoski

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Susan Field Groom

\_\_\_\_\_  
Linda K. Loss

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Ronald N. Goyette, POA for Joan P. Goyette

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Jared M. Goyette, POA for Joan P. Goyette

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L. Maitland Blank, Jr.



SELLER:

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Date

*13 April 2011*  
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Anne Charlton Sandoski

*Susan Field Groom*  
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Susan Field Groom

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Linda K. Loss

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Jared M. Goyette, POA for Joan P. Goyette

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L. Maitland Blank, Jr.

SELLER:

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Anne Charlton Sandoski

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Date

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Susan Field Groom

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Date 4/8/11

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*Linda K. Loss*  
Linda K. Loss

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Ronald N. Goyette, POA for Joan P. Goyette

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Jared M. Goyette, POA for Joan P. Goyette

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L. Maitland Blank, Jr.

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Anne Charlton Sandoski

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Susan Field Groom

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Linda K. Loss

4/8/2011  
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Date

*Ronald N. Goyette*  
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Ronald N. Goyette, POA for Joan P. Goyette

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Jared M. Goyette, POA for Joan P. Goyette

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L. Maitland Blank, Jr.

SELLER:

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Anne Charlton Sandoski

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Susan Field Groom

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Linda K. Loss

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Ronald N. Goyette, POA for Joan P. Goyette

4/15/11  
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Date

  
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Jared M. Goyette, POA for Joan P. Goyette

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L. Maitland Blank, Jr.

SELLER:

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Anne Charlton Sandoski

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Susan Field Groom

\_\_\_\_\_  
Date

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Linda K. Loss

\_\_\_\_\_  
Date

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Ronald N. Goyette, POA for Joan P. Goyette

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Date

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Jared M. Goyette, POA for Joan P. Goyette

4/8/2011  
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Date

*J. M. Blank*  
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L. Maitland Blank, Jr.