

City of Portland, Maine – Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

| | | | | |
|---|---------------------------------------|---|---------------------------------|---|
| Location of Construction: <i>ISLAND WAY, CLIFF ISLAND, PORTLAND, ME</i> | | Owner: <i>JOSEPH BENNETT</i> | Phone: <i>1-407-539-1891</i> | Permit No: 010047 |
| Owner Address: <i>232 OSCADOLA CIRCLE</i> | | Lessee/Buyer's Name: <i>BELL DEVELOPMENT CORP.</i> | Business Name: | Permit Issued: JAN 17 2001 |
| Contractor Name: <i>BELL DEVELOPMENT CORP.</i> | | Address: <i>35 VAL HALLA ROAD, CUMBERLAND, ME 04021</i> | Phone: <i>829-6486</i> | |
| Past Use: SINGLE FAMILY | Proposed Use: SINGLE FAMILY | COST OF WORK: \$ <i>100,000.00</i> | PERMIT FEE: \$ <i>624.00</i> | Zone: <i>I-B</i> CBL: <i>197E-F-002</i> <i>109577 002</i> |
| FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied | | INSPECTION: Use Group <i>A3</i> Type <i>5B</i> | | |
| Signature: | | Signature: <i>[Signature]</i> | | |
| Proposed Project Description: RECONSTRUCTION OF BUILDING; REPAIR 1ST & 2ND LEVELS | | PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied <input type="checkbox"/> | | Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> omm <input type="checkbox"/> |
| Permit Taken By: GAYLE | | Date Applied For: JANUARY 10, 2001 | | |

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..

Don Bell

***CALL 207-829-6486

PERMIT ISSUED WITH REQUIREMENTS

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 provisions of the code(s) applicable to such permit

SIGNATURE OF APPLICANT _____ ADDRESS: _____ DATE: **JANUARY 10, 2001** PHONE: _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ PHONE: _____

Zoning Appeal

Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation

Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied

Date: _____

PERMIT ISSUED WITH REQUIREMENTS

CEO DISTRICT

2

COMMENTS

2/28-01: Copied ~~to~~ From another permit for Steve Worth = Had phone conversation w/
 Don Belanger re: to BSA Code Requirements & That his plans must be representative of bldg. as
 built. Recommended That he visit City Hall w/ plans to be reviewed by bldg. Inspector. Steve by TB
 3/7/01 Spoke w/ Don Belanger. Work has been delayed due to weather. Don understands about submitting
 AS Built plans and notifying us of any possible changes. He will call for inspections on foundation
 work when ready AS
 5-11-01: Checked Program, Roof System in Off Structure, Door, Windows
 openings boarded up. OK

12/20/00 - Footings + Walls, Drorays, Dimplofy. O.K. & Backfill.
 Plinck

11/4/08 - Structure weather tight - No Rough in yet JMB

Inspection Record
 Type _____ Date _____

Foundation: _____
 Framing: _____
 Plumbing: _____
 Final: _____
 Other: _____

LAND USE - ZONING REPORT

ADDRESS: Island Ave, Cliff Island DATE: 1/17/01

REASON FOR PERMIT: reconstruction of existing single fam - re-adding old Deck & entry way

BUILDING OWNER: Joseph Bennett C-BL: 109B-F-002

PERMIT APPLICANT: Don Belanger

APPROVED: with conditions: #1, #6, #9, #10, #12

CONDITION(S) OF APPROVAL

- revised*
- Discussions with contractor concerning 2nd kitchen to be eliminated at ground level
1. This permit is being approved on the basis of revised plans submitted. Any deviations shall require a separate approval before starting that work.
 2. During its existence, all aspects of the Home Occupations criteria, Section 14-410, shall be maintained.
 3. All the conditions placed on the original, previously approved, permit issued on _____ are still in effect for this amendment, and/or revised permit.
 4. The footprint of the existing _____ shall not be increased during maintenance reconstruction.
 5. Your present structure is legally nonconforming as to setbacks. If you are to demolish this structure on your own volition, you will only have one (1) year to replace it in the same footprint (no expansions), with the same height, and the same use. Any changes to any of the above shall require that this structure meet the current zoning standards.
 6. This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
 7. Our records indicate that this property has a legal use of _____ units. Any change in this approved use shall require a separate permit application for review and approval.
 8. Separate permits shall be required for any new signage.
 9. Separate permits shall be required for future decks, sheds, pool(s), and/or garage.
 10. This is **not** an approval for an additional dwelling unit. You **shall not** add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. without special approvals.
 11. All of the attached Floodplain forms shall be appropriately filled out, signed, and returned prior to the issuance of any certificates of occupancy.
 12. Other requirements of condition: The added deck shall NOT be closer to the street line than the existing bow window. The Code Enforcement Officer shall be checking this detail

Marge Schmuckal

Marge Schmuckal, Zoning Administrator

Applicant: Dan Bellanger

Date: 1/16/01

Address: Island Way Cliff Island

C.B.L. 109B-F-002

CHECK-LIST AGAINST ZONING ORDINANCE

Date - existing

Zone Location - IB Zone

Interior or corner lot -

Proposed Use/Work - remain A single fam.

Sevage Disposal - hooking up to an existing common system

Lot Street Frontage -

Facing Water

Front Yard - 20' req - 35' shown

Facing The Street

Rear Yard - 10' req - 10' shown

LEO should check

Side Yard - 10' req - 10.9' shown at closest

Projections - deck around the front & side

Width of Lot -

Height - 35' max allowed - just under the existing

Lot Area -

5400 sq ft per assessment

Lot Coverage/Impervious Surface - 50% of 2700 sq ft max

Area per Family -

Off-street Parking - exist.

Loading Bays - N/A

Site Plan -

Shoreland Zoning/Stream Protection -

Flood Plains - Bldg is outside

Panel 10 - Zone C

No 2nd fitch on ground floor - will be removed by Dan Bellanger

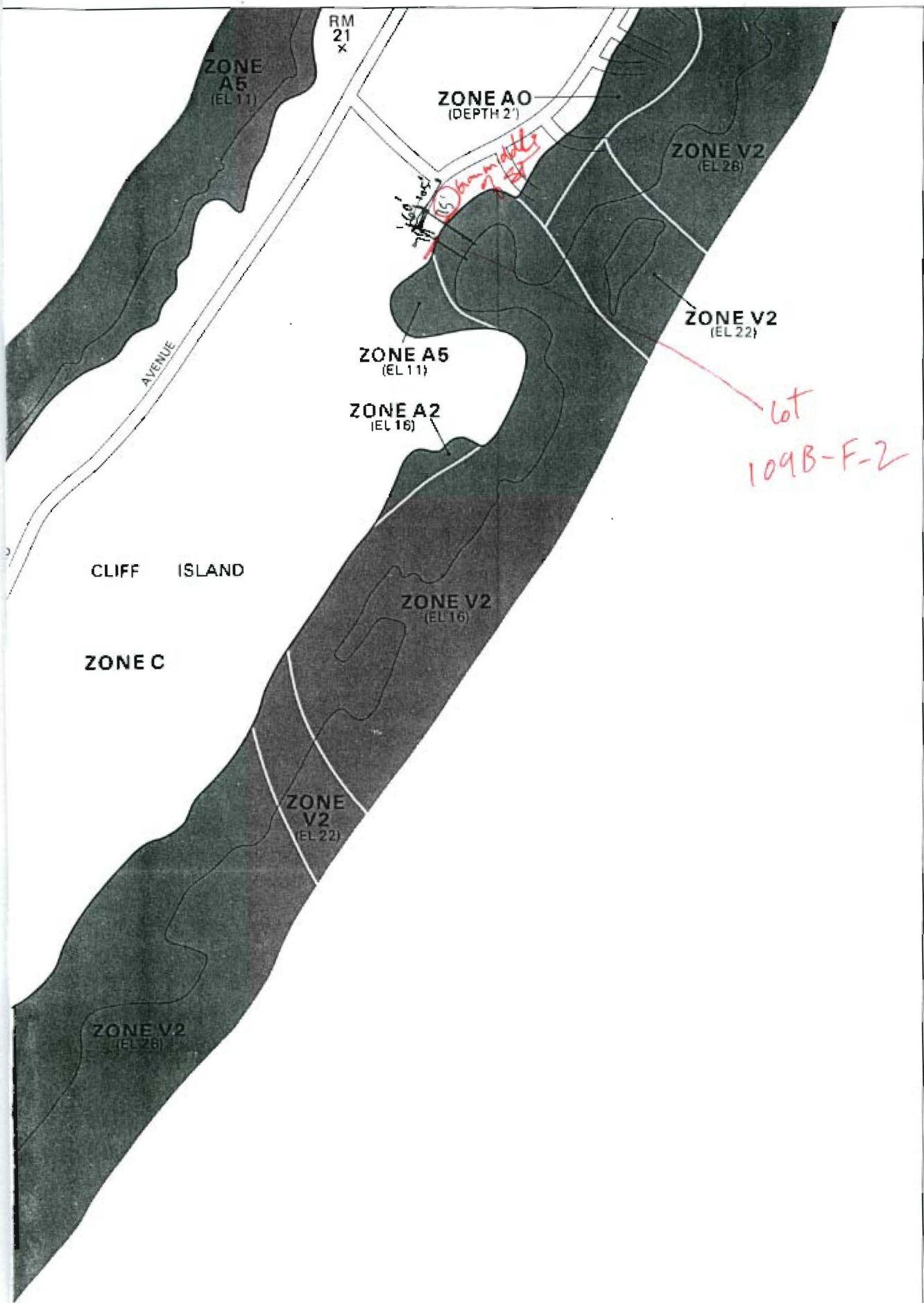
within, but IB Zone is exempt from The 75' setback from HAWM 14-449

The flood area using the method of measuring from the centerline of the street

1/17/01 - conversation with Dan Bellanger - The steps toward the street are OK if they do NOT go beyond the Bay window

| | | | |
|----|----|----|-----|
| 35 | 24 | 30 | 720 |
| 27 | 27 | 27 | 729 |
| 16 | 35 | 35 | 210 |
| 6 | 27 | 27 | 132 |
| | | | 270 |

OK 2165 sq ft 1062 sq ft



500-Year Flood Bou
 100-Year Flood Bou
 Zone Designations*

100-Year Flood Bou
 500-Year Flood Bou
 Base Flood Elevation
 With Elevation In Fe
 Base Flood Elevation
 Where Uniform With
 Elevation Reference
 Zone D Boundary—
 River Mile

*Referenced to the
 *EXPLANAT

| ZONE | |
|--------|---|
| A | Areas of flood ha |
| A0 | Areas of are betw of inund are deter |
| AH | Areas of are betw elevation are deter |
| A1-A30 | Areas of flood ha. |
| A99 | Areas of protectic elevation |
| B | Areas be year floo ing with the cdnt mile; or (Medium |
| C | Areas of |
| D | Areas of |
| V | Areas of action); t not deter |
| V1-V30 | Areas of action); t determin |

Certain areas not in ti may be protected by"

This map is for flood poses only; it does no ing in the communit flood hazard areas. differ significantly fro Service for hurricane t

For adjoining map p Panels.

Coastal base flood ele of wave action.

Coastal base flood ele

Inspection Services
Michael J. Nugent
Manager

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



CITY OF PORTLAND

November 16, 2000

Joseph Bennett
232 Osceola Court
Winter Park FL 32789-2437

RE: Island Ave, Cliff Island
CBL: 109-B-F-002

Dear Mr. Bennett:

We have been informed that you have reached a temporary setback with regard to subsurface waste disposal at the above location. Based on the information provided this office will not seek a demolition order from the City Council unless there are delays that are the result of action taken by the you or non-action that is without a good reason. We will await your response but require such a response by 12/10/00.

Sincerely

A handwritten signature in cursive script, appearing to read 'Mike Nugent', is written over the word 'Sincerely'.

Mike Nugent
Manager of Inspection Services

THE BELL DEVELOPMENT CORPORATION
Land and Real Estate Development
33 Val Hall's Road
Cumberland, Maine 04021

DBA
The Bell Agency, and
Woodhouse Bell

Telephone (207) 829-6486
Fax (207) 829-8019

FAX TRANSMITTAL

DATE: 11-21-00

TO: Albert Frick Fax # 837-5361
COMPANY NAME: Albert Frick Ass.
RE: Cliff Island OBD 75 1A

NUMBER OF PAGES: 2 (including transmittal)

MESSAGE:

*Albert Received Notarized copy in mail today
hope it arrived on time to mail to Augusta.*

REPLY REQUESTED: YES NO

FROM Don Belanger

IF YOU HAVE ANY PROBLEMS WITH THIS FAX TRANSMISSION PLEASE CALL US



Albert Frick Associates, Inc.

Soil Scientists & Site Evaluators

95A County Road Gorham, Maine 04038
(207) 839-5563 FAX (207) 839-5564

Albert Frick SS, SE
James Logan SS, SE
Matthew Logan SE
Brady Frick, SE

November 27, 2000

Pam Parker
DEP - Augusta
17 State Street Station
Augusta, ME 04333

Re: Bennett property, Cliff Island, Portland

Dear Pam:

We spoke on November 14, 2000 about the Bennett overboard discharge application. I had met with Mary Morgan on November 3, 2000 and reviewed the permits for the other neighboring sites and reviewed the correspondence for the existing community system and discussed it's permit status.

You stated during our telephone conversation that you would entertain approval of the overboard discharge application if the applicant can provide a sworn affidavit that the dwelling was at least occupied in the 1980's.

Attached is a copy of the affidavit that provides the dwelling was used as a year-round residence for the Griffin family for many years through the 1960's until 1973. Gladys Griffin, who occupied the structure as her year-round residence, died in 1973 and the dwelling was then used seasonally into 1983. After 1983, the property was used less frequently.

Mr. Bennett has been given a deadline of December 10, 2000, by the City of Portland to renovate the property (see copy of November 16, 2000 letter from Mike Nugent).

Your prompt attention to this would be greatly appreciated by Mr. Bennett. Please contact me if you have any questions or additional matters for discussion.

Respectfully,

Albert Frick
AF/nd

Cc. Mike Nugent, Code Enforcement Officer
Don Belanger, building contractor (rep. Mr. Bennett)





Don Belanger
Bell Development Corp.
35 Val Halla Road
Cumberland, Maine
October 25, 2000

Ms Pam Parker
DEP - Augusta
17 State House Station
Hospital Street
Augusta, Maine 04333

Dear Ms Parker:

Thank you for time and effort you have put into this application. Both Mr. Bennett and I sincerely appreciate your help.

Enclosed please find a Bell Development check for \$51.00. This is intended to cover the cost of the application fee. Mary Morgan returned the application directly to Mr. Bennett in Florida and the original check, submitted by Mr. Bennett was not attached. I'm not sure where the check is so in order to expedite matters I have included a second check. If your office is holding the original check would you please return this check to me? If your office does not have the original check please use the enclosed check for the application fee.

Mr. Bennett wants very much to once again live in his childhood home on Cliff Island. He is making every effort to make it the beautiful home he remembers. I have enclosed two photos of the property showing the property now that it has been cleaned up. It's now ready for reconstruction and the Bennett's are hopefully anticipating and awaiting your approval of the overboard discharge application.

Sincerely



Don Belanger

cc: Albert Frick, Albert Frick Associates
Michael Nugent, CEO City of Portland
Joseph Bennett



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

109 B.F 002

ANGUS S. KING, JR.
GOVERNOR

MARTHA KIRKPATRICK
COMMISSIONER

December 19, 2000

Joseph Bennett
232 Osceola Circle
Winter Park, FL 32789

RE: Waste Discharge Application #W008120-5A-A-N in Portland, Maine.

Dear Mr. Bennett:

Thank you for sending in your waste discharge license application. We have received your application and found it to be acceptable for processing on December 19, 2000.

After extensive preliminary review, we do not foresee any further issues that would prevent us from approving your application. Your permit will be issued prior to February 15, 2001.

I will contact you if any additional information is required or if I have questions.

If you have questions, please do not hesitate to call me at (207)287-7905.

Sincerely,

Pamela Parker
Division of Water Resource Regulation
Bureau of Land and Water Quality

BUILDING PERMIT REPORT

DATE: 11 January 2008 ADDRESS: Inland Ave. Cliff Island CBL: 109-BF-002

REASON FOR PERMIT: Reconstruction of Bldg. repairs 1st & 2nd floor.

BUILDING OWNER: Joseph Bennett

PERMIT APPLICANT: _____ (CONTRACTOR: Bell Development Corp.)

USE GROUP: B-3 CONSTRUCTION TYPE: 50 CONSTRUCTION COST: 100,000 PERMIT FEES: 624.00

The City's Adopted Building Code (The BOCA National Building Code/1999 with City Amendments)
The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

CONDITION(S) OF APPROVAL

This permit is being issued with the understanding that the following conditions shall be met: *1 *2 *4 *6 *9
*11 *13 *14 *15 *19 *26 *27 *28 *29 *31 *32 *33 *34 *35 *37 *38

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **"ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING."**
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' O.C. between bolts. Section 2305.17
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete and masonry. Concrete Sections 1908.9-19.8.10/ Masonry Sections 2111.3-2111.4.
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1999)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42". In occupancies in Use Group A, B, H-4, I-1, I-2, M, K, public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. Handrails shall be a minimum of 34" but not more than 38". Exception: Handrails that form part of a guard shall have a height not less than 36 inches (914 mm) and not more than 42 inches (1067 mm). Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/2" and not greater than 2". (Sections 1021 & 1022.0). Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'0". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1010.4)
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with construction having a fire rating of at least one (1) hour, including fire doors with self closure's. (Over 3 stories in height requirements for fire rating is two (2) hours. (Section 710.0)
18. The boiler shall be protected by enclosing with (1) hour fire rated construction including fire doors and ceiling, or by providing automatic extinguishment. (Table 302.1.1)

- *19. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1999), and NFPA 701 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
- In the immediate vicinity of bedrooms
 - In all bedrooms
 - In each story within a dwelling unit, including basements
20. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. (Section 921.0)
21. The Fire Alarm System shall be installed and maintained to NFPA #72 Standard.
22. The Sprinkler System shall be installed and maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1999)
24. Section 25 - 135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
25. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification the Division of Inspection Services.
- *26. Ventilation and access shall meet the requirements of Chapter 12 Sections 1210.0 and 1211.0 of the City's Building Code. (Crawl spaces & attics).
- *27. All electrical, plumbing and HVAC permits must be obtained by Master Licensed holders of their trade. No closing in of walls until all electrical (min. 72 hours notice) and plumbing inspections have been done.
- *28. All requirements must be met before a final Certificate of Occupancy is issued.
- *29. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code (The BOCA National Building Code/1996).
30. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical code (The BOCA National Mechanical Code/1993). (Chapter M-16)
31. Please read and implement the attached Land Use Zoning report requirements. *See Attached*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.3, 2305.3.1, 2305.4.4 and 2305.5.1 of the City's Building Code.
33. Bridging shall comply with Section 2305.16.
34. Glass and glazing shall meet the requirements of Chapter 24 of the building code. (Safety Glazing Section 2406.0)
35. All flashing shall comply with Section 1406.3.10.
36. All signage shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code/1999).
- ~~37. Permit NO. 601006 is void -~~
- ~~38. Structural play permits shall be obtained -~~

[Signature]
 Building Inspector

MacDougall, PFD

Marge Schumaker, Zoning Administrator

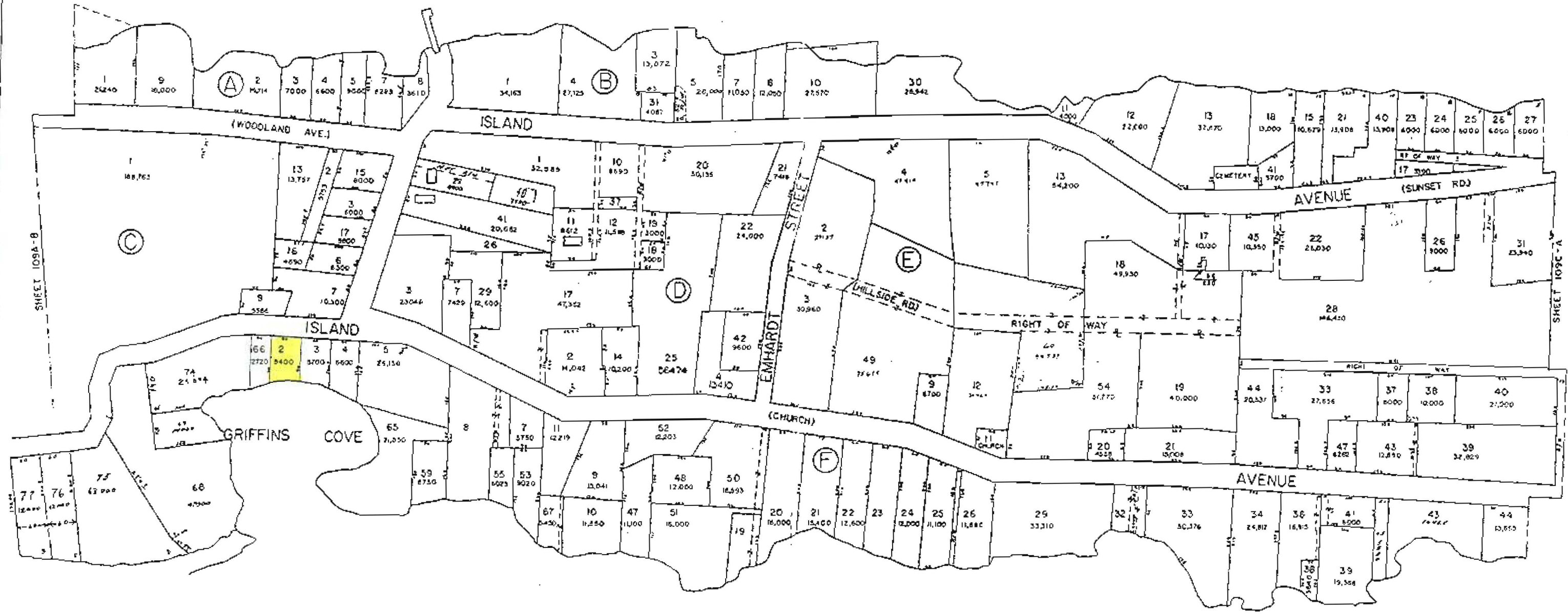
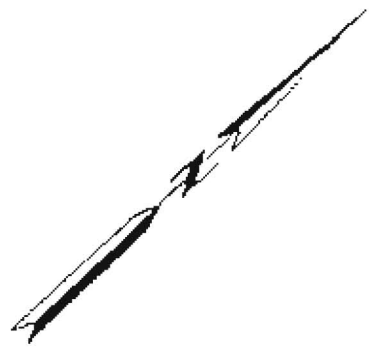
Michael Nugent, Inspection Service Manager

MSH 10/1/00

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

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

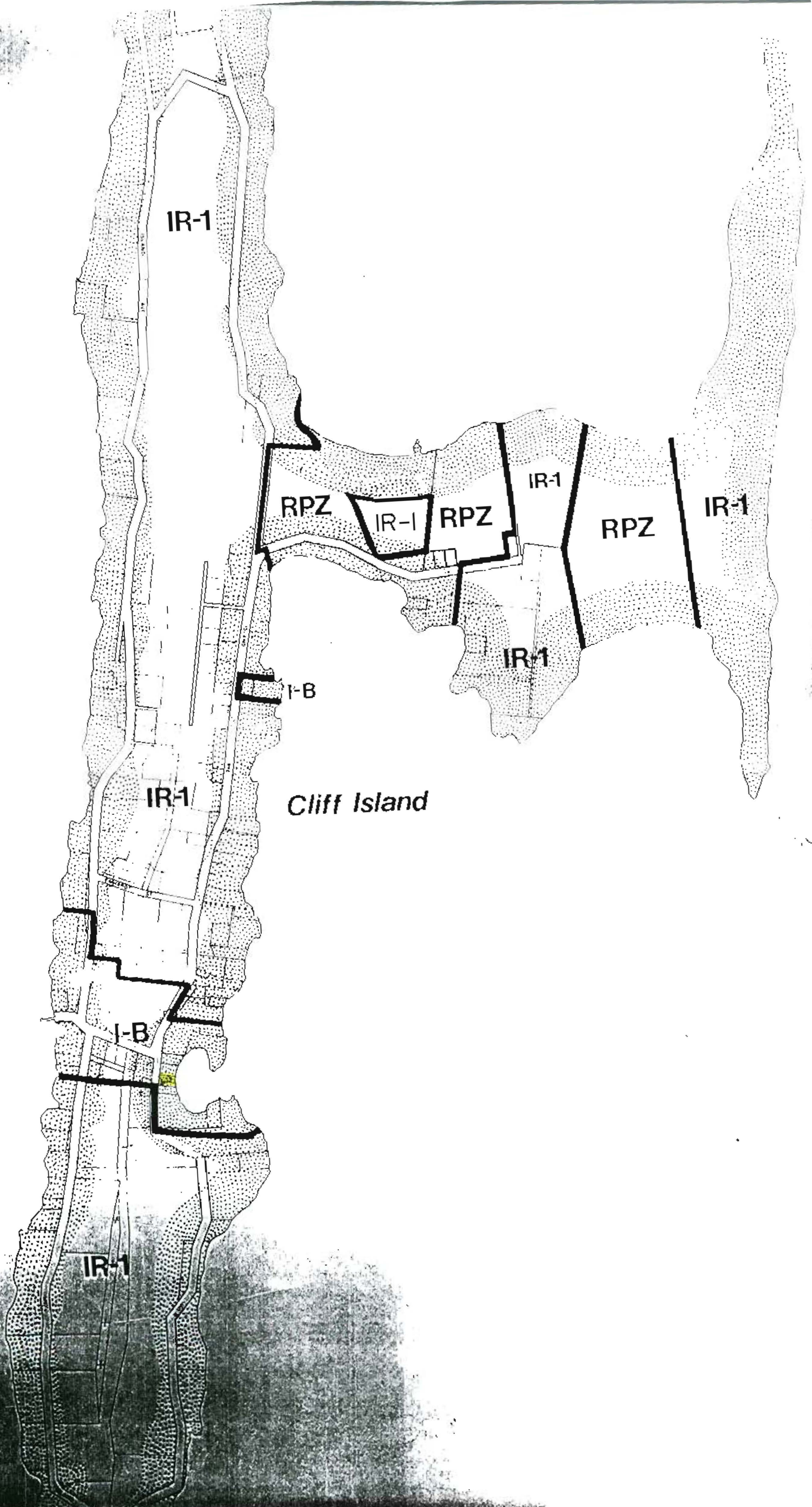
******ALL PLANS THAT REQUIRE A PROFESSIONAL DESIGNER'S SEAL, (AS PER SECTION 114.0 OF THE BUILDING CODE) SHALL ALSO BE PRESENTED TO THIS DIVISION ON AUTO CAD LT. 2000, DXF FORMAT OR EQUIVALENT.**



SHEET 109A-B

SHEET 109C-A

G
RE
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ION
AS-
MAP
OLLOW



Cliff Island

Proof of Ownership Deeds

ARTHUR & VIVIAN GRIFFIN

VIVIAN DIED WITHOUT WILL BEING SOLE OWNER

$\frac{1}{3}$ ARTHUR

$\frac{1}{3}$ GLADYS

$\frac{1}{3}$ WAYNE & EDNA

ARTHUR DIED WITHOUT WILL

$\frac{1}{2}$ GLADYS

$\frac{1}{2}$ WAYNE & EDNA

WAYNE DIED WITHOUT WILL (NO CHILDREN)

$\frac{3}{4}$ GLADYS

$\frac{1}{4}$ EDNA

GLADYS DIED LEAVING HER SHARE TO JOSEPH
BENNETT

JOSEPH BOUGHT EDNA'S SHARE

JOSEPH NOW OWNS WHOLE PARCEL

15923
Quit-Claim Deed
(with covenant)
(Maine Statutory Short Form 31)

111

I, ~~WALTER GRIFFIN~~, of Portland, Cumberland County, State of Maine, (being married), for consideration paid, grant to ~~WALTER GRIFFIN~~ BENNETT, of Lansing, Ingham County, State of Michigan, with Quitclaim covenant, the land in Cliff Island, Cumberland County, Maine:

All my right, title, and interest in a certain lot or parcel of land with the buildings thereon, situated on Cliff Island in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Commencing at a stake on the southeasterly shore of said Cliff Island, which stake is sixty (60) feet, more or less, southwesterly from land of Walter Griffin, said stake being the southeasterly boundary of land of Ellen McKeen; thence from said stake ninety (90) feet, more or less, northwesterly to the City road; thence northeasterly sixty (60) feet, more or less, to land of Walter Griffin; thence ninety (90) feet, more or less, southeasterly to the sea-shore; thence sixty (60) feet, more or less, southwesterly to the point of beginning.


Being the same premises conveyed by Arthur Z. Griffin to Elsie Z. Griffin by warranty deed dated August 11, 1909 and recorded in the Cumberland County Registry of Deeds in Book 845, Page 10 and the same premises acquired by Gladys V. Griffin and Wayne Z. Griffin as the only heirs at law of Elsie Z. Griffin and Arthur Z. Griffin, their parents. The herein Grantor's interest derived as the widow of the said Wayne Z. Griffin who died intestate April 23, 1973.

Read full and entire instrument

Notarized and recorded in full and original with this instrument in the Registry of Deeds

Witness my hand and seal this 28th day of December, 1977,
in presence of:

[Signature]

Edna Griffin 

State of Maine
County of Cumberland

December 28, 1977

Then personally appeared the above named Edna Griffin
and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]

Notary Public for the State of Maine

DEC 29 1977

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Registered at 410 W. and recorded in

BOOK 4124 PAGE 111

[Signature]

Notary



16779

Abstract of the Will of
GLADYS VIVIAN GRIFFIN



STATE OF MAINE

PROBATE OFFICE
July 3, A. D. 19 73

CUMBERLAND, ME
Portland.
WILLIAM B. HUGHES, Register of the Probate Court for said County of Cumberland hereby certify,

that
the last Will and Testament
of Gladys Vivian Griffin late of Portland deceased
was proved, approved and allowed by the Judge of Probate for said County of Cumberland at a Court
held at Portland on the third day of
July A. D. 19 73; and that the following is a true copy of so much of said
Will as devises Real Estate in the County of Cumberland
aforesaid:

THIRD: I hereby give, devise and bequeath the real estate
and buildings which I own located on Cliff Island, Portland,
Maine, together with the contents therein (except paintings),
to DR. JOSEPH ROBINSON BENNETT of Windham Center, Maine, in
accordance with the wishes of my father, who had the house built
and paid for it, *In the event Dr. Joseph Robinson Bennett predeceases me
then I will devise and bequeath the real estate to Edison Bennett
of Windham Center.*

Joseph Robinson Bennett

SIXTH: All the rest, residue and remainder of my estate
of every nature and description, including Lots 13, 14, and 15C
located in Hanson Acres, Sanford, Seminole County, Florida,
and 53.110 shares of Enterprise Fund, Inc. and 79.997 shares

of ~~the~~ Holders Trust of Boston, I hereby give, devise and bequeath as follows, after being liquidated by sale by my Executor named hereinbelow: one-half (1/2) of the residue of my said estate to RICHARD ORRISON, Director, Campus Laboratory School, Andrews University, Berrien Springs, Michigan; and the remaining one-half (1/2) of the residue of my said estate to PAUL E. MacVANE, JR. of Cliff Island, Portland, Maine. In the event either of the beneficiaries herein predecease me, then the entire residue of my estate I give, devise and bequeath to the surviving beneficiary.

SEVENTH: I nominate and appoint JOHN N. KELLY of Durham, Maine, Executor of this Will, and if he is unable or unwilling, at any time to act as such, I nominate and appoint BARRY ZIMMERMAN Executor in his place and direct that no bond be required of either of them in said capacity.

I authorize and empower my Executor, without license of Probate Court, at public or private sale, not only to pay debts of my estate but also for the more convenient distribution of my said estate, to sell any or all of my real or personal estate, to retain and hold any property which is part of my estate without obligation to dispose of it, and to make distribution in cash or in kind or partly in each.

Witness my hand and the seal of the Probate Court for
County of Cumberland the day and year first above written.

 Registrar

JUL 18 1973

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE

Received at 2:55 P.M. and recorded in
BOOK 3437 PAGE 109

 Registrar

do hereby sell to said the aforementioned and assigned premises, with all the privileges and appurtenances thereof, to the said Maine Savings Bank, its successors and assigns, their heirs and assigns forever, to their use and behoof forever. And we do hereby certify that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will defend and hold the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

Grantor(s) hereinafter, that if the said Grantee(s), their heirs, successors or administrators shall pay to the said Grantee, its successors or assigns, the sum of Twelve Thousand Dollars (\$12,000.00) in accordance with the terms of a certain note of even date herewith or any renewal of said note, then the said Grantee, its successors or assigns shall have the right to foreclose on the premises described herein, and the same shall be sold to the said Grantee, its successors or assigns, to satisfy the said note and interest thereon, and the proceeds of the sale shall be applied to the payment of the said note and interest thereon, and the balance, if any, shall be paid to the said Grantee, its successors or assigns.

With interest on any such indebtedness as agreed upon, and if not agreed upon as set by law, and while any such indebtedness is outstanding shall pay all taxes, assessments, and claims for which liens superior to this mortgage may be placed on the granted premises, to whomsoever said, billed or assessed, and shall keep the buildings and improvements thereon insured against fire and other casualty payable to, and in manner and amount satisfactory to, Grantee, its successors and assigns, and shall repay to said Grantee, its successors and assigns, on demand all sums they may pay for taxes, assessments, superior lien claims, insurance, reasonable repairs, maintenance and improvements upon said premises, whether necessary or not, and all expenses, if any incurred, of foreclosure of this mortgage, together with reasonable counsel fees with interest on said sums as aforesaid, all of which sums to be included under the security of this mortgage, and shall not commit nor suffer any strip or waste of the granted premises, nor commit any breach of any covenants or agreement herein contained, then this deed as well as all said indebtedness shall be void, otherwise shall remain in full force and effect. Upon breach of any covenant or agreement herein contained or contained in any evidence of indebtedness above described, the Grantee, its successors and assigns, may declare all indebtedness secured by this mortgage due and payable at once regardless of the terms of any such indebtedness not then in default.

Provided, further, that if in an additional covenant of the Grantor(s) herein for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that title to the within described mortgaged premises shall not pass from Grantor(s), or from any subsequent title holder(s), either voluntarily or involuntarily. This covenant shall continue until all indebtedness and obligations secured hereby are satisfied, and termination given, or abatement not to foreclosure or accretion said indebtedness by Grantor, its successors or assigns, as to any such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this covenant shall remain in full force and effect. The term title as used herein shall mean the estate of the Grantor(s) subject to the lien of this mortgage.

Provided, further, that if the Grantor herein is a corporation, the Grantee, its successors and assigns, shall have the Statutory Power of Sale in addition to any other remedies for breach of any covenant, condition or agreement herein contained.

In Witness Whereof,

We, Joseph Bennett and Judith Bennett, being husband and wife, respective

joining in this deed as Grantor(s) and relinquishing and conveying our rights by descent and otherwise in the granted premises, have hereunto set our hand(s) and seal(s) this 23rd day of August in the year of our Lord one thousand nine hundred and Seventy-eight

Witness, Signed and Delivered in presence of Carmel P. Carson to Both

Joseph Bennett and Judith Bennett

STATE OF MAINE COUNTY OF CUMBERLAND, ME.

Personally appeared the above-named Joseph P. Bennett and acknowledged the above instrument to be his free act and deed. Before me,

Carmel P. Carson Notary Public

My Commission Expires Nov 1, 77

STATE OF MAINE CUMBERLAND, ME. REGISTRY OF DEEDS Recorded at 9:30 AM on AUG 24 1978 and recorded in Book 488 Page 137 DEPUTY Registrar

25166

137

Know All Men by These Presents, that
We, Joseph Bennett and Judith Bennett, both of Cliff Island, County
of Cumberland and State of Maine.

In consideration of Twelve Thousand Dollars (\$12,000.00) dollars,
paid by the Maine Savings Bank, a corporation established by law, at Portland, in the County of
Cumberland, and State of Maine, the receipt whereof is hereby acknowledged, do hereby give, grant,
bargain, sell and convey unto the said Maine Savings Bank, its successors and assigns forever

A certain lot of Land situated on said Cliff Island bounded and described
as follows namely:- Commencing at a point or stake on the southeasterly shore
of said Cliff Island, which point is sixty (60) feet more or less, Southwesterly
from Land of Walter Griffin, said point being the Southeasterly boundary of Land
of Ellen McKeen, thence from said point ninety (90) feet more or less northwesterly
to the city road, thence northwesterly sixty (60) feet more or less, to
Land of Walter Griffin, thence ninety (90) feet more or less, southeasterly to
the sea shore, thence sixty (60) feet more or less, southwesterly to the point of
beginning. Being the same premises conveyed to us by George H. Griffin et al.,
by deed dated January 21st 1907, and recorded in Cumberland Registry of Deeds in
Book 798 page 460.

A COST PLUSCONSTRUCTION CONTRACT FOR BUILDING RESIDENCE

ISSUE DATE 12-29-00

Agreement made this 2nd day of January, 2001 by and between the Bell Development Corporation, a Maine Corporation with a mailing address of 35 Val Halla Road, Cumberland, Maine 04021, and a legal address of 35 Val Halla Road, Cumberland, Maine, (herein "contractor"), and Joseph R Bennett, whose mailing address is 232 Esceola Circle, Winter Park, FL 32789 (herein " Owner or Buyer").

Owner agrees to purchase and Contractor agrees to build

RECONSTRUCTION OF RESIDENCE BY CONTRACTOR FOR OWNER

1. That the "Contractor" and the "Owner", in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, agree as follows:

(a) Scope of the Work. The Contractor shall furnish all of the material and perform all of the work for the reconstruction of a single family residence at Island Avenue, Cliff Island, in the City of Portland, State of Maine, as shown on the As-built and Reconstruction prints for the house located, _____) and also described in the Specifications entitled "Specification Sheets" dated 12/29/00 compiled by Woodhouse Bell, attached hereto as Exhibits A and B, and made part hereof by reference. Which plans and specifications are identified by the signatures of the parties hereto, are attached hereto and are hereby incorporated into this agreement. When and if discrepancies exist between Plans and Specifications, Specifications take Precedent.

(b) Time of Completion. The work shall be commenced and completed as follows: work shall commence within thirty (30) days of the day the City of Portland issues a building permit and shall be Substantially Complete (as hereinafter defined) within 210 days of the that day.

(c) Contract Sum. The Owner shall pay the Contractor for the performance of the construction of the residence subject to the additions and reductions provided therein in current funds, a sum equal to

One Hundred and Ten Percent (110%) of the Actual Construction Costs.

Based on the quantity and quality of construction specified in Exhibits A, and B, of this contract the estimated Contract Sum is

Two Hundred Thousand Dollars, (\$200,000.00).

The aforementioned estimated contract sum is an Estimate based on information available to the contractor at the time of the signing of this contract. Evaluations of the buyers projected budget and cost estimates by the contractor represent the contractors' good faith estimates. It is understood However, that neither the Contractor nor buyer has control over the cost of labor, materials or equipment, over subcontractor's methods of determining cost

prices or other competitive bidding or negotiating conditions. Accordingly the contractor cannot and does not warrant or represent that the actual construction costs will not vary from the estimated cost of construction as established herein. No fixed limit of construction costs is established hereunder by the furnishing, proposal, or establishment of the estimated contract sum here and before set forth. Any changes, additions, omissions, and or amplifications may cause the final contract sum to exceed the estimated contract sum and these are the responsibility of the Owner.

The aforementioned Estimated Cost of Construction also includes all Permits, Licenses, Inspection Costs, Professional Service Fees, Engineering and Design fees, Transportation fees, Insurance costs and Utility Hookup Fees, which Contractor shall be responsible to obtain and pay for, as part of said Contract.

(d) Progress Payments. The Owner shall make payments on account of the contract, upon requisition by the contractor as follows: An initial down payment equal to 33% of the original estimated Contract Sum. Thenceforth all requisitions shall be accompanied by copies of invoices or documentation identifying all of the Actual Costs for Construction for the previous requisition period. The remaining requisitions for payment shall be as follows: the second and third requisitions for payment shall be for 31% of the total estimated Contract Sum including any increases or decreases resulting from change orders, the fourth requisition for payment shall be for the remainder of the actual cost of construction. Final Payment shall be due upon Substantial Completion.

Payments shall be made as follows: not later than seven (7) days following the end of each period covered by the application for payment, one hundred and ten percent (110%) of the Indicated Cost of Construction properly allocable to labor, materials, equipment, and services incorporated in the work. (The Woodhouse Bell Requisition for Payment form 101cp shall be used to record these transactions - See Exhibit C.)

(e) Acceptance and Final Payment. Upon receipt of written notice that the work is ready for final inspection and acceptance, and upon receipt of final application for payment, Owner and/or Owner's financial institution shall promptly make such inspection and when the work is found to be Substantially Complete, final payment shall be due. "Substantial Completion" shall be defined as completion of construction with only those items capable of being listed on an 8 1/2" by 11" sheet of paper as a punch list remaining to be completed. Notwithstanding the foregoing, if the Owner occupies the Premises then Owner and Contractor agree that on the date of occupancy, Final Payment, shall be made.

(g) Change Orders. All Change Orders shall be issued in writing and shall be signed by both Owner and Contractor. Owner and Contractor shall execute all Change Orders which Change Orders shall state thereon the increase or decrease of the Construction Contract amount, and Construction Contract Time prior to Contractors Implementation of each Change Order, which Change Orders shall be attached to this Contract and made a part thereof. (All Change Orders shall be issued on the Woodhouse Bell standard Change Order Form 101co- See Exhibit D.

(h) Lien Waivers. Notwithstanding the hereinbefore paragraph entitled "Acceptance and Final Payment", neither a progress payment nor any final payment shall be due until Contractor has delivered to Owners or Owners' financial institution a "General Contractor's Affidavit And Conditional Lien Waiver" signed by Contractor. (All Lien Waivers shall be issued on the Woodhouse Bell standard Lien Waiver Form 1031w - See Exhibit E)

(1) Warranty. The Contractor warrants to the Owners that the work will be free from faulty materials and that all materials and equipment furnished under this contract shall be new unless otherwise specified, and that all work shall be of good quality, and in conformance with the Contract Documents. If, within one year after the date of completion of the work, or within such longer periods of time, as may be prescribed by law, any of the work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct same promptly after receipt of written notice from Buyer to do so, unless the owners have previously given Contractor a written acceptance of such condition.

(2) Insurance. The Contractor shall purchase and maintain such insurance as is customary for projects of this nature, including Builders' R.S. Insurance with Property and Liability Coverage, and Workers Compensation Insurance shall be carried by all subcontractors. Owners' shall be responsible for purchasing and maintaining their own Liability Insurance; and, at their option, may purchase and maintain such insurance as shall protect them against claims which may arise from the operations under the Contract.

(8) Cleaning up. The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the Completion of the work, the Contractor shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery and surplus materials.

(1) Resolution of disputes. If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

(1) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (____); or

(2) Nonbinding arbitration, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (____);

(3) Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (____). If the buyer/contractor shall refuse to comply with this section of the contract (Resolution of disputes) or refuse to comply with the findings of the dispute settlement, the buyer/contractor may commence proceedings at law to recover damages or other rewards. If a final judgment is rendered against the buyer/contractor, the buyer/contractor agrees to pay all reasonable costs, including attorney's fees, incurred in the prosecution of said claim.

NOTICES

2. Any notice provided for hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, and it intended for the Contractor, addressed to the Contractor at:

c/o Don Belanger
35 Val Halla Rd.
Cumberland, Maine 04111

and if intended for the buyer, addressed to owner at:

Joseph R. Bennett
232 Osceola Court
Winter Park, FL 32789-2437

or such other addresses as either party may, from time to time, by notice as aforesaid, designate. Notices shall be deemed given when deposited in the United States Mail, postage prepaid.

SUBSEQUENT EVENTS

3. From and after the date hereof Contractor shall give prompt written notice to Buyer of any notice received by Contractor or the occurrence of any event which would, or with the passage of time, prevent the Contractor from performing its obligations hereunder or which would constitute a breach of warranty or representation. Contractor shall promptly use its best efforts to correct, cure or eliminate any of the same.

CONSTRUCTION

4. (a) This agreement is transmitted for examination only and does not constitute an offer to purchase and this agreement shall become effective only upon execution thereof by the parties hereto or their duly authorized representatives. This instrument shall not be modified in any way except by writing subscribed to by the parties.

(b) The marginal notes used as headings for the various provisions of this agreement are used only as a matter of convenience for reference and are not to be considered a part of this agreement or to be used in determining the intent of the parties to this agreement.

(c) This agreement represents the entire agreement of the parties and all prior negotiations and representations not herein expressly contained shall be of no force and effect.

(d) This agreement and all the covenants, terms and conditions herein contained shall be binding upon and inure to the benefit of their respective successors and assigns.

(e) This agreement shall be governed and construed according to the laws of Maine, may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same contract.

(f) Except as otherwise provided herein all rights, powers and privileges conferred hereunder upon Buyer and Contractor shall be cumulative and not restrictive to those given by law.

(g) The failure of either party to exercise any power hereunder or to insist upon strict compliance by the other party and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of that party's right to demand exact compliance of the terms hereof.

EXECUTED under seal the day and year first above written.

Veronica Taylor

Witness

Witness

Witness

Owner

Joseph Bennett

Owner

Owner

Contractor

Bell Development Corp.

BY:

Paul Bump

Its President

EXHIBIT B

Date:

12/29/00

SPECIFICATION SHEET
FOR THE RECONSTRUCTION OF HOME
ON CLIFF ISLAND FOR
JOSEPH AND PATRICA BENNETT

DESIGN/STYLE - Cape/Cottage Total square feet of living space 2052.
House: Overall square feet: (First level 660), (Second level - 720), (Third level - 672)
Roofline Pitch 12/12 .
Garage: None

SITE WORK

1. LEDGE REMOVAL

1. As needed blast and remove ledge within footprint of house.
 2. As needed blast and remove ledge for utility trenches, - well line, and sewer line, septic tank and pump station, **water** runoff away from house
- Note: Ledge removed from these locations will be used for fill around and under house

2. Excavation:

- a) Install water, sewer and drain lines.
- b) Backfill around house with sand as needed.
- c) Fine Grade - Spread 4" of loam over disturbed areas around house.

3. FOUNDATION/FOOTINGS:

- a) Replace or provide concrete block footings/piers as needed.
-

~
WASTE DISPOSAL

2. 1000 gal. One piece, water tight, plastic 1000 gal. concrete tank.
3. Chlorinator contact unit (Superior concrete model K-1900 or equal)
4. Pump Station (Superior Concrete model 3155A tank with Barnes model SE411 pump)

As Designed by Albert Frick Associates, Inc. and dated 10/04/00

~
WATER SYSTEM

EXTERIOR CONSTRUCTION

1. SILLS - Remove rotted sills and replace with laminated pressure treated beams as required.
5. Replace all rotted or damaged exterior wall studs and sheathing as required.
6. Headers - Install headers over all doors and windows using laminated 2x6, 2x8, or 2x10/plywood as required.
7. Install new Double Hung and Casement Windows. Windows to be Pella Pro Line Low E with Argon
5. Exterior Doors to be insulated steel.
8. Existing Roof to be removed down to 3rd level deck and replaced with a raftered roof system, spaced at 16" o.c. as defined on plans.
7. 1/2" CDX plywood sheathing on roof
6. Ventilation at ridge and soffits as shown on plans.

INTERIOR CONSTRUCTION

1. Kiln Dried/S-Dry Spruce Lumber.
2. Main carrying beams - Steel or sight constructed 6" x 10" wood laminated.
9. Floor joists, 2" x 8" SPF @ 24" o.c. staggered between existing 2" x 6" floor joists. Damaged or rotted existing floor joists to be replaced with 2" x 8" floor joists.
10. 3/4" T&G UL Plywood subfloors to be placed over existing 1" x 6" board subfloors. all glued and nailed. Felt paper to be placed between sub floors.
5. Underlayment, 3/8" or 5/8" ul plywood or 1/4" Luan or Structure Board as required.
6. 1/2" Sheetrock walls, ceilings, moisture resistant where needed; 5/8" Sheetrock where required by fire code.
7. Stair stringers 2x12 Spruce S-Dry.
8. Ceiling heights - 1st, 2nd and 3rd levels - @ approx. 8' 0" to 9' 0".

ENERGY SAVING FEATURES

1. Tyvek or equal sheathing on exterior walls.
2. Friction fit fiberglass and structure board Insulation. walls-R19. flat ceilings-R38. Slopes R-32
3. Insulated steel exterior doors.
4. Insulated Low E double hung and casement windows.

FIREPLACE, AND CHIMNEY

1. One single flue internal metal chimney to service the main boiler.
2. Direct Vent Gas Fireplace to be placed on exterior wall of living room in its own enclosure. Fireplace to be Heatilator "Caliber" GCDC36.

PLUMBING

1. Double bowl stainless steel sink in kitchens.
 2. Sinks in all baths to be vitreous china self rimming drop in style.
 3. Toilets to be vitreous china water saver type.
 4. Single lever (Delta) faucets in baths and kitchen.
 5. Two (2) exterior faucets.
 6. Unibody fiberglass tub and shower units.
 7. Bath fixtures in white color.
 8. Copper and Cross-linked Polyethylene piping for domestic water.
 9. PVC waste lines.
-

HEATING

1. Three Zone Hot water base board heating system.
 2. Burnham or Weil-McLain boiler/burner, Contractors choice with 250 gal. oil tank.
 3. Copper and Cross-linked Polyethylene piping.
-

LIGHTING AND ELECTRICAL

1. Utilities to be brought to house by overhead lines from utility pole at street.
2. ELECTRICAL
 - a. Electrical service - 200amp, with circuit breakers and located in furnace room.
 - b. Two telephone and cable TV jacks.
 - c. Hard wired smoke detectors on all levels and in all bedrooms.
 - d. Dishwasher hookup - contractor to install dishwasher provided by customer
 - e. Ground fault circuits in bathrooms, kitchen counters, and 2 exterior receptacles.
 - f. Two computer jacks.
3. LIGHTING
 - a. Overhead light wiring for all bedrooms.
 - b. Fan/Light with night light in all baths. Functions switched separately, all fans vented to the outside.
 - c. Lighting fixtures to be selected by customer and installed by contractor.
All lighting costs to be charged towards the lighting allowance except closet lights.
 - d. Outside light at each entrance door - fixtures part of lighting allowance.

- e. Closet lights included in all bedroom closets
- f. Dimmer switches included in dining areas.

EXTERIOR FINISHES

1. A grade Rustic Cedar Siding,
 2. Exterior trim Pinelock pre primed 1x 6", 5" & 4" with a brickmold or similar cap on all windows
 3. Painting/Staining
 - a. Clapboards: Two coats solid body stain - Color yet to be determined
 - b. Trim: Two coats solid body stain - Color yet to be determined
 4. Architectural grade OCF Oakridge II twenty-five year roof shingles.
 5. Porches to be made of Pressure treated SYP
-

INTERIOR FINISHES

1. Allowances:
 - a) Lighting - \$0.40/sqft.
\$820.00
 11. Allowance for Installed Flooring
 - Hardwood 1767 sq/ft
\$12,962.00
 - Carpets @ \$20.00/sq.yd.
\$0.00
 - Ceramic tile allowance (includes installation) 181 sq/ft
\$1,357.50
 - Vinyl flooring 104 sq/ft or 11.56 yds.
\$265.75
 12. Kitchen Cabinets, includes - bath vanities, fixtures and mirrors.
\$6,587.00
- a. Hardwood flooring installed by builder. Approximately 1767 sq/ft.
(all of house except baths, furnace room and 1st level entry)
3. Hardwood stair treads on all interior stair cases. Painted pine risers and skirt boards.
4. Poplar painted balusters, stained rails and newel posts.
13. 2nd level interior window and door casings to be salvaged from existing materials if

possible. 1st and 3rd level window and door trim to be 1"x4", 1"x6" with B665 or similar cap on risers and header, sills to be 1"x5", skirts to be 1"x5". All casings and extension jams to be stain grade Pine or Poplar.

6. Baseboard to be 1"x 6" flat #1 Pine or Poplar with B665 or similar cap.
7. Interior doors: Existing doors to be refinished and used. Any additional doors that need to be purchased will be matched with existing doors if possible. Design is believed to be five cross panel.
8. Schlage "Plymouth" style polished brass interior door hardware throughout. Privacy hardware installed on all bedroom and bath doors.
9. Shower curtain rods supplied and installed by contractor.
10. Painting Schedule:

Interior:

Walls - One coat latex primer and two coat antique white latex semi-gloss (Eggshell).


Trim and Base Boards - One coat latex primer two coats hi-gloss antique white latex paint.

Ceilings - One coat primer and one coat flat antique white paint.

COMMENTS

1. House, waste disposal system, and driveway to be sited on plot plan.

Signed and agreed to by:


Owner _____ Date 1/2/01 Owner _____

Bell Development Corp.
Contractor

1/3/01
Date


Its Representative:

EXHIBIT C

REQUISITION FOR PAYMENT

Distribution: Requisition Number: _____
 1. Owner Requisition Date: _____
 2. Contractor Requested Inspection Date: _____
 3. Bank

Project For: _____ Initiation Date: _____
 Project: Construction of New Residence Contract Date: _____

Project Location: _____

MAILING ADDRESS:

OWNER:
 JOSEPH R. BENNETT
 232 OSCEOLA CIRCLE
 WINTER PARK, FL 32789

CONTRACTOR:
 BELL DEVELOPMENT CORP
 35 Val Halla Rd.
 Cumberland, Maine 04021

In accordance with the drawings and specifications provided the following improvements will have been completed, at the above project location, by the requested inspection date, of _____.

Also included in the improvements described below are all change orders to date. (See attached Change Orders)

IMPROVEMENTS:

- 1.
- 2.
- 3.
- 4.

Revised Contract Sum Including Change Orders \$ _____
 Requesting 65% of the original contract sum \$ _____
 plus change orders \$ _____

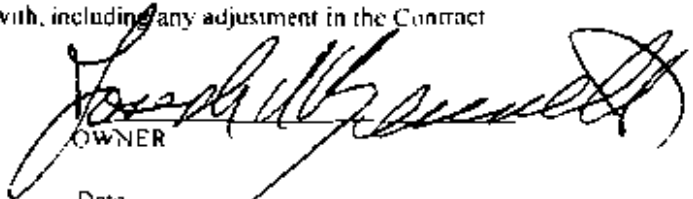
Total Amount Due This Requisition: \$ _____
 Prior advances \$ _____

Contract Balance \$ _____

Not Valid until signed by the Owner.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time

 CONTRACTOR


 OWNER

Date _____

Date _____

EXHIBIT D

CHANGE ORDER

Distribution:
Owner x
Contractor x
Bank x

Project: Cape Cottage Total square feet of living space 2052. Change Order Number : 00
Located at: Island Way, Cliff Island
Portland, Maine 04019

Initiation Date:

Contract For: New Residence

Contract Date: 00/00/00

MAILING ADDRESS:

TO BUYER

Joseph Bennett
232 Osceola Circle
Winter Park, FL 32789

TO CONTRACTOR:

Beli Development Corporation
35 Val Halla Rd.
Cumberland, Maine 04021

You are directed to make the following changes in this Contract:

| | |
|--|--------|
| Additional costs resulting from these changes | \$0 00 |
| Original Estimated Construction Cost was | \$0.00 |
| Net Change by previous Change Orders | \$0.00 |
| The Cost Prior to this Change was | \$0 00 |
| The revised construction cost including this Change Order is | \$0.00 |

Not Valid until signed by the Owner

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time

CONTRACTOR

OWNER

Date

Date

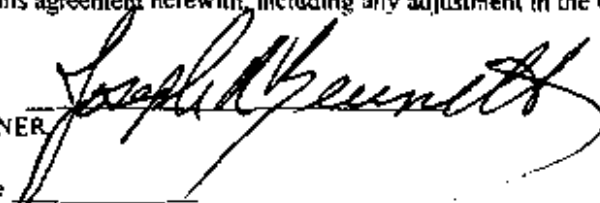


EXHIBIT E

LIEN WAIVER

Date: _____ Project: **Bennet Cape Cottage 24' x 30'**

Location: **Island Way, Cliff Island, in the City of Portland, Maine, the County of Cumberland, and the State of Maine.**

Owner: **Joseph Bennett**

Lending Institution: _____

General Contractor: **Bell Development Corporation**

For valuable consideration, receipt of which is hereby acknowledged, and to induce the owner to make current payment of \$ _____, the undersigned hereby waives, and

a) certifies that all work and material has been completed; and
b) releases, and discharges all liens and claims of liens that the undersigned has as a result of all labor and materials furnished to the property described above through _____

Further, the undersigned hereby covenants and represents that all of the subcontractors, suppliers, mechanics, and laborers engaged by the undersigned have been paid in full for all work done and/or materials furnished to said property through _____

The undersigned hereby agrees to indemnify, defend and hold the owner, the lending institution and the general contractor harmless from any and all claims by any party whatsoever based upon work done and/or materials furnished in connection with this construction by the undersigned and his subcontractors or suppliers.

IN WITNESS WHEREOF, the undersigned has executed this waiver on _____

Name of Subcontractor/Materialman (please print)

by _____
its representative (sign here) Witness _____



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

ANGUS S. KING, JR.
GOVERNOR

MARTHA KIRKPATRICK
COMMISSIONER

December 19, 2000

Joseph Bennett
232 Osceola Circle
Winter Park, FL 32789

RE: Waste Discharge Application #W008120-5A-A-N in Portland, Maine.

Dear Mr. Bennett:

Thank you for sending in your waste discharge license application. We have received your application and found it to be acceptable for processing on December 19, 2000.

After extensive preliminary review, we do not foresee any further issues that would prevent us from approving your application. Your permit will be issued prior to February 15, 2001.

I will contact you if any additional information is required or if I have questions.

If you have questions, please do not hesitate to call me at (207)287-7905.

Sincerely,

Pamela Parker
Division of Water Resource Regulation
Bureau of Land and Water Quality

ROGER BERLE

FINESTKIND
CLIFF ISLAND

BUILDING ISLAND SOLUTIONS

December 28, 2000

Don Belanger, President
Woodhouse Bell
35 Valhalla Road
Cumberland, Maine 04021

Dear Don,

This letter should serve to confirm that you will be able to connect Dr. Bennett's septic system to what we call the Mini-Community Sewer Line. The main trunk of this line runs under Island Avenue from the end of the fence separating my house lot from that of Sally and Harry Wellsman all the way to the bulkhead at the head of the Ferry Wharf. There is a feeder line into the main trunk line running past the Bennett house which already carries sewage from the homes belonging to Steere and Ethel MacVane. You would connect into this feeder line.

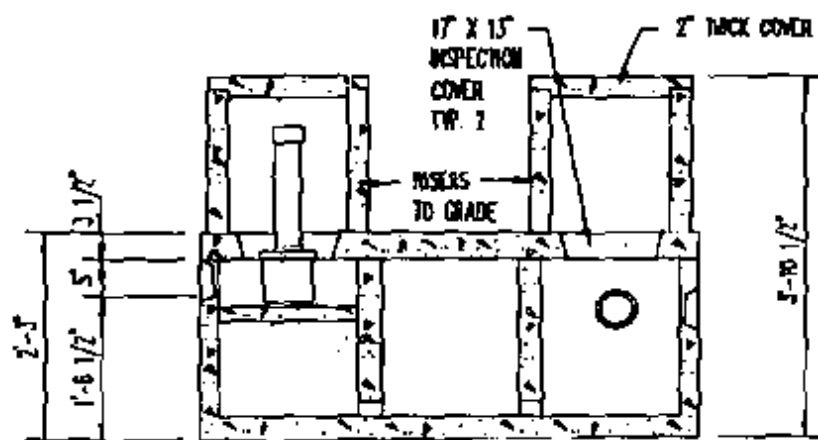
Said permission to connect to this line is subject to your paying a hook-up fee to our Mini-Community Association, which fee will be billed to you in January 2001. Participation in this association and use of this sewer facility is also subject to all Maine DEP regulations pertinent to both our particular situation here on Cliff Island and to all relevant State of Maine Overboard Discharge Regulations.

Sincerely,

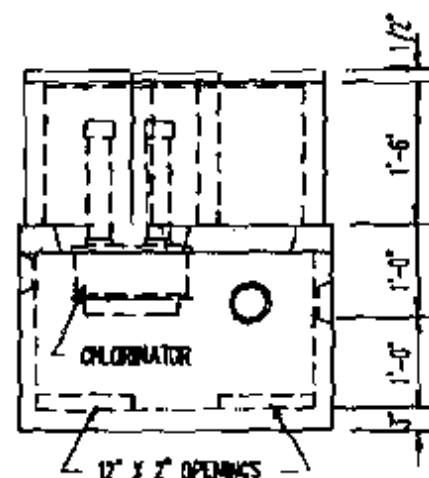


Roger K. Berle

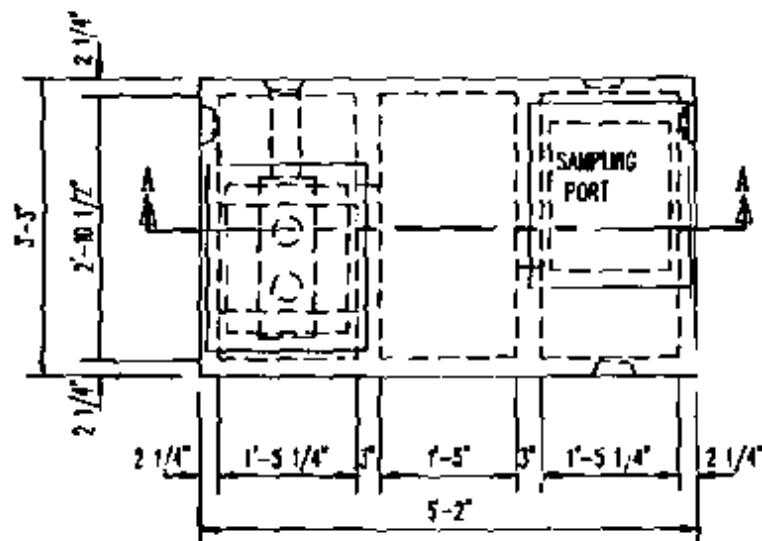
Maine DEP Waste Water Treatment Plant Operator Certificate #265



SECTION A-A



RIGHT END VIEW



PLAN VIEW

NOTES:

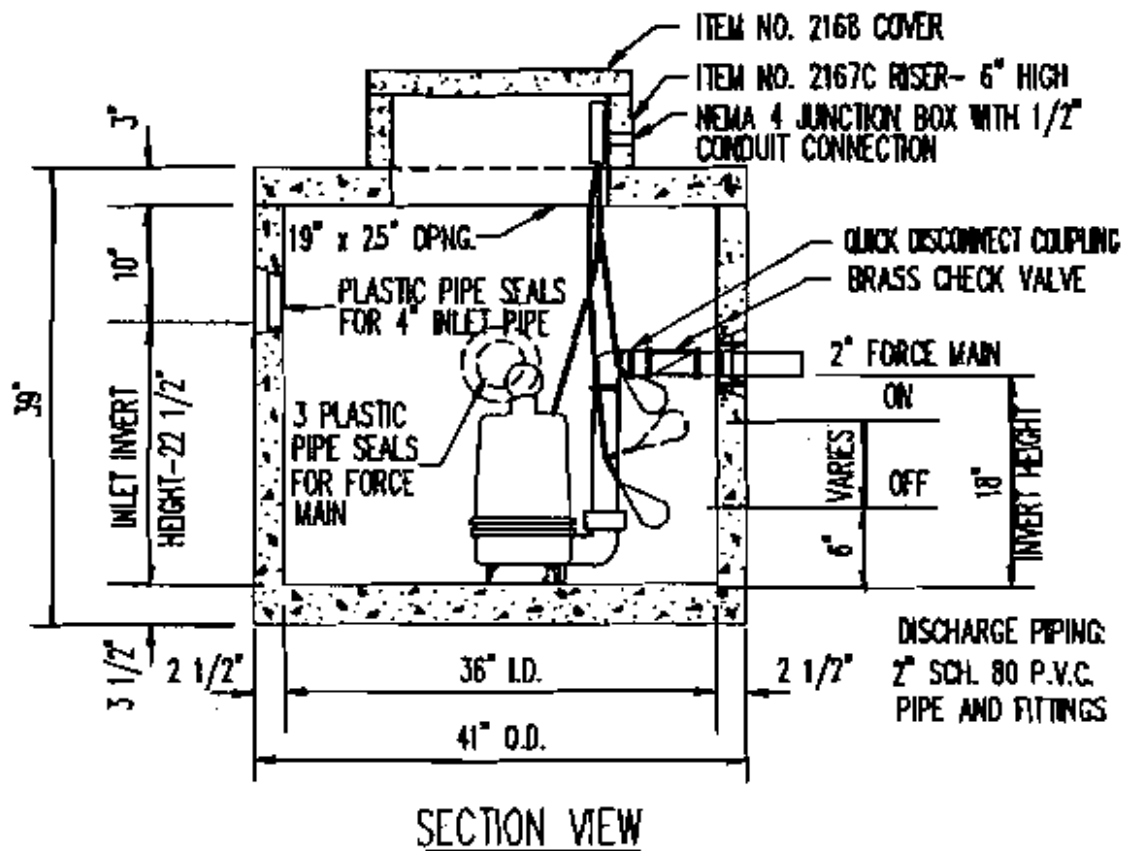
1. CHOICE OF SANITARY CHLORINATOR:
 - A. MIN-SAN 200 TO 1500 GAL/DAY
 - B. MIN-SAN 100 TO 7500 GAL/DAY
2. CONCRETE: 4,000 PSI AFTER 28 DAYS.
3. REINFORCING: 6X6/10X10 W.W.M.
4. WEIGHT: 2500lbs. W/O RISER BLOCKS.
5. RETENTION CAPACITY IS APPROX. 90 GAL.
6. LARGER CHAMBERS ARE AVAILABLE.

ITEM NO. K-1900



SUPERIOR
 CONCRETE CO., INC.
 AUBURN, ME.

PRECAST CHLORINE
 CONTACT CHAMBER



REINFORCED PRECAST CONCRETE
WET WELL WITH A

BARNES

SE411 (4/10 HP 115V 1Ø)
SUBMERSIBLE PUMP



HIGH WATER ALARM
WITH RED LIGHT, BUZZER, AND
ONE MERCURY FLOAT SWITCH
SEE PAGE 1063

- ITEM # 3155B MODEL NO. SES1 (1/2 H.P., 115V., 1Ø)
- ITEM # 3155C MODEL NO. EH51 (1/2 H.P., 115V., 1Ø)
- ITEM # 3155D MODEL NO. EH102 (1 H.P., 230V., 1Ø)

NOTES:

1. PROVIDED WITH 30 FEET OF CABLE.
2. HEAVY CAST IRON MOTOR COVER AND PUMP CASE.
3. ADJUSTABLE LEVEL CONTROL SWITCHES.
4. AVAILABLE IN 4' I.D. PUMP TANK.
5. AVAILABLE WITH ABOVE GROUND JUNCTION BOX - SEE PAGE 1063.

ITEM NO. 3155A



SUPERIOR
CONCRETE CO., INC.
AUBURN, ME.

PACKAGE RESIDENTIAL
LIFT STATION

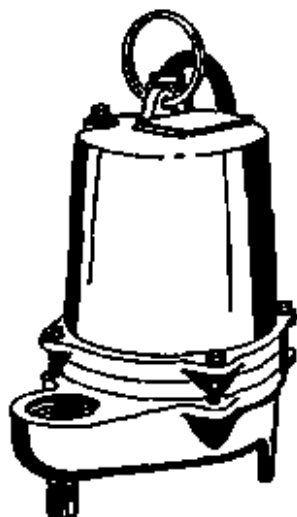
B. SUBMERSIBLE PUMP STATIONS

SUBMERSIBLE WASTEWATER PUMPS

2" Non-Clogs

1-1/2" Spherical Solids Handling

| | |
|------------|------|
| SECTION | 4A |
| PAGE | 1 |
| ISSUED | 7/92 |
| SUPERSEDES | 7/90 |



Series: SE .4 HP
1750 RPM
(SE411 & SE421)



PUMP SPECIFICATIONS

DISCHARGE: 2" NPT, Vertical
LIQUID TEMPERATURE: 180° F Intermittent.
VOLUTE: Cast Iron, ASTM A-48 Class 30.
MOTOR HOUSING: Cast Iron ASTM A-48, Class 30.
SEAL PLATE: Cast Iron ASTM A-48 Class 30.
IMPELLER:
Design: 2 Vane, Open, With Pump Out Vanes On Back Side. Dynamically Balanced.
Material: Zytel 70G43 Nylon, Glass Filled.
SHAFT: 418 Stainless Steel
SQUARE RINGS: Buna-N
HARDWARE: 300 Series Stainless Steel
PAINT: Air Dry Enamel
SEAL: *Design:* Single Mechanical Oil-Filled With Secondary Exclusion Seal
Material: Rotating Face - Carbon
Stationary Face - Ceramic
Elastomer - Buna-N
Hardware - 300 Series Stainless
CABLE ENTRY: 15 ft. Cord (Plug On 115 Volt), Pressure Grommet For Sealing And Strain Relief.

SPEED: 1750 RPM (Nom.)
UPPER BEARING:
Design: Sleeve
Lubrication: Oil
Load: Radial
LOWER BEARING:
Design: Single Row, Ball
Lubrication: Oil
Load: Radial & Thrust
MOTOR:
Design: NEMA B, Completely Oil-Filled, Squirrel Cage Induction
Insulation: Class A
SINGLE PHASE: Permanent Split Capacitor (PSC). Includes Overload Protection In Motor.
OPTIONAL EQUIPMENT: Seal Face Material, Additional Cable and Cast Iron Impeller.



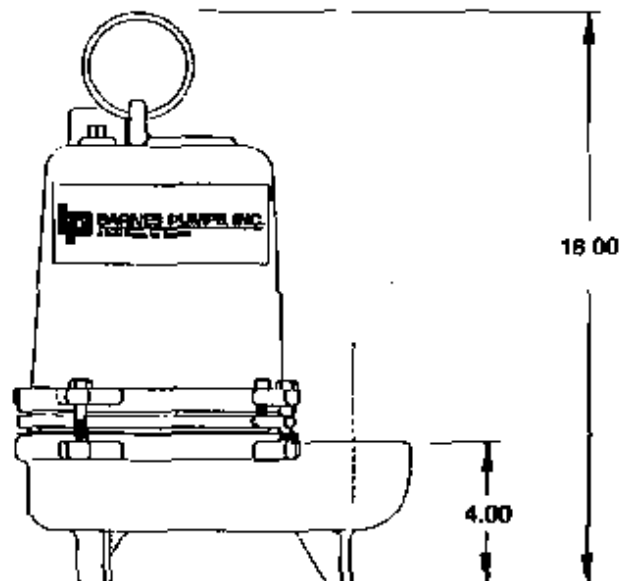
BARNES PUMPS, INC.

A Barnes Pumps, Inc. Company
Distributor Sales & Service Dept.
480 Third Street/PO Box 603
Piqua, Ohio 45358-0603
Ph: (513) 773-2449
Fax: (513) 773-2238

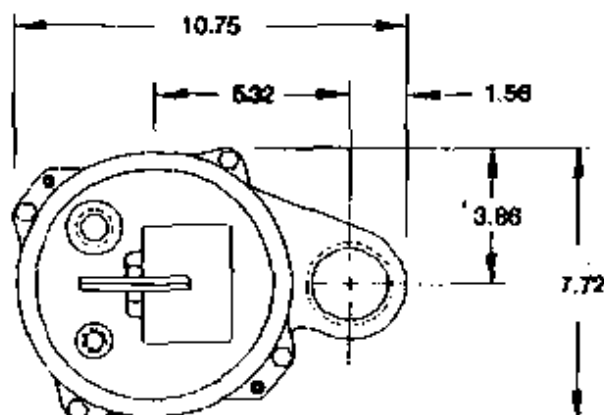
Special Bids & Project Sales
1488 Ludington Ave.
Mansfield, Ohio 44907-2074
Ph: (419) 774-1511
Fax: (419) 774-1530



| | |
|------------|------|
| SECTION | 4A |
| PAGE | 2 |
| ISSUED | 7/92 |
| SUPERSEDES | 7/81 |



SE411A supplied with Wide Angle Level Control attached to pump.



| MODEL NO. | PART NO. | HP | VOLT | PH | RPM (Nom) | NEMA CODE | FULL LOAD AMPS | LOCKED ROTOR AMPS | CORD SIZE | CORD TYPE | CORD OD |
|-----------|----------|-----|------|----|-----------|-----------|----------------|-------------------|-----------|-----------|---------|
| SE411 | 068701 | 0.4 | 115 | 1 | 1750 | A | 10.0 | 19.0 | 14/3 | SJTO | 0.390 |
| SE411A | 082215 | 0.4 | 115 | 1 | 1750 | A | 10.0 | 19.0 | 14/3 | SJTO | 0.390 |
| SE421 | 082089 | 0.4 | 230 | 1 | 1750 | A | 5.0 | 9.5 | 14/3 | SJTO | 0.390 |



Underwriters Laboratories Inc.®

IMPORTANT!

- 1.) DO NOT USE THIS PUMP TO PUMP FLAMMABLE LIQUIDS.
- 2.) THIS PUMP IS NOT RECOMMENDED FOR USE IN LOCATIONS SPECIFIED AS HAZARDOUS.
- 3.) THIS PUMP IS NOT APPROVED FOR USE IN SWIMMING POOLS, RECREATIONAL WATER INSTALLATIONS, DECORATIVE FOUNTAINS OR ANY INSTALLATION WHERE HUMAN CONTACT WITH THE PUMPED FLUID IS COMMON WHILE THE PUMP IS RUNNING.
- 4.) PUMP CAN BE OPERATED DRY FOR EXTENDED PERIODS WITHOUT DAMAGE TO MOTOR AND/OR SEALS.



BARNES PUMPS, INC.

A Barnes Pump, Inc. Company
 Distributor Sales & Service Dept.
 420 Third Street/PO Box 803
 Piquette, Ohio 45358-0803
 Ph: (513) 773-2442
 Fax: (513) 773-2239

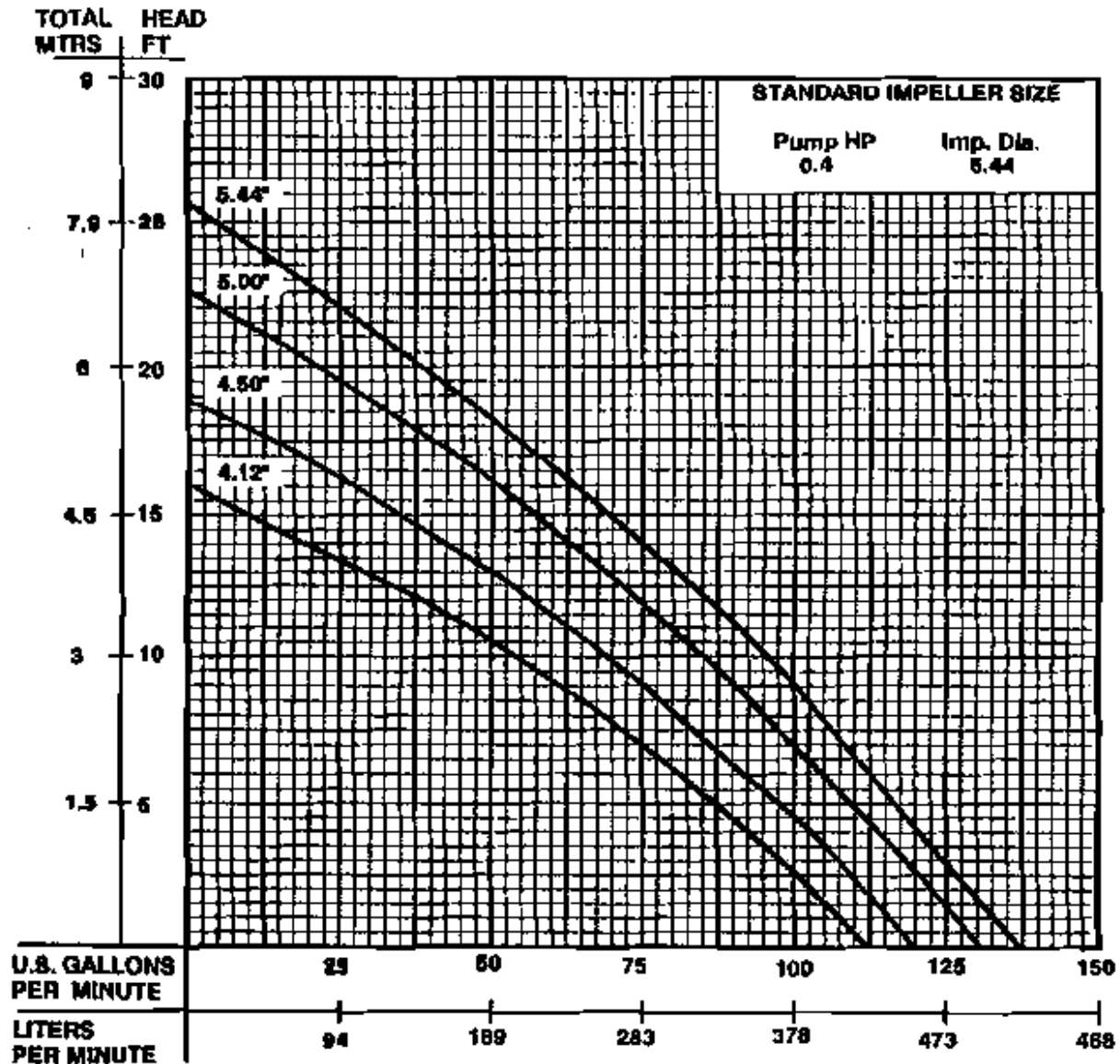
Special Bids & Project Sales
 1465 Lexington Ave.
 Mansfield, Ohio 44907-2674
 Ph: (419) 774-1511
 Fax: (419) 774-1530



PERFORMANCE CURVE

SERIES: SE ,0.4 HP, 1750RPM

| | |
|------------|------|
| SECTION | 4A |
| PAGE | 3 |
| ISSUED | 7/92 |
| SUPERSEDES | 7/90 |



Testing is performed with water, specific gravity of 1.0 @ 68° F. Other fluids may vary performance.



BARNES PUMPS, INC.

A Barnes Pumps, Inc. Company
 Distributor Sales & Service Dept.
 420 Third Street/PO Box 603
 Piquette, Ohio 46306-0603
 Ph: (513) 773-2442
 Fax: (513) 773-2226

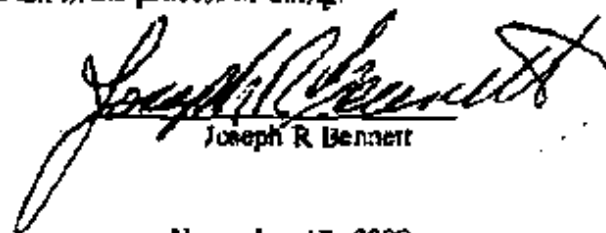
Special Bid & Project Sales
 1485 Lexington Ave.
 Mansfield, Ohio 44907-2074
 Ph: (419) 774-1511
 Fax: (419) 774-1530



Affidavit

I, Joseph R Bennett of city of Winter Park, County of Orange and State of Florida do swear and say the following:

1. The land and building located on Island Avenue, on the island of Cliff Island, in the City of Portland and State of Maine (which I presently own) was originally owned and built by Arthur E. Griffin who lived in the house for many years with his wife Elsie.
2. Arthur Griffin's son Wayne Griffin and his wife Edna lived in the downstairs apartment year round for many years.
3. Years later Arthur Griffin's daughter Gladys V. Griffin after her retirement resided in the house with her father Arthur until his death on August 29, 1969. Gladys and Wayne Griffin inherited the said property on Cliff Island. After Arthur Griffin's death, Gladys Griffin lived in the house year round until her death on June 2, 1973.
4. My family and I frequently visited the Griffin family on Cliff Island as we (my brothers, sister and myself) were growing up. We all have many fond and happy memories of our sometimes-extended vacations on the island.
5. I remember asking what the big steel pipe which ran from the house across the beach into the ocean was there for. I was told it was for sewer disposal. The pipe, no longer there, has deteriorated.
6. From the year 1973 (following Gladys Griffin's death) until the year 1983, the property on Island Avenue, Cliff Island was summered in by our family and friends.
7. After 1983 only occasional visits to Cliff Island have been made. The property has been vacant and in need of extensive renovations of which I am in the process of doing.


Joseph R Bennett

State of Florida
County of Orange, ss.

November 17, 2000

Personally appeared before me the said Joseph R. Bennett who swore the foregoing to be a true statement and acknowledged that this was his free act and deed.



Linda W. Virely
MY COMMISSION EXPIRES 08/01/03
August 13, 2003
ORANGE COUNTY NOTARY PUBLIC, INC.


Linda W. Virely
Notary Public

MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
APPLICATION
RESIDENTIAL WASTE WATER DISCHARGE LICENSE
BUREAU OF LAND & WATER QUALITY

GENERAL INSTRUCTIONS

It is the licensee's responsibility to renew or transfer their waste water discharge license or permit. Failure to renew or transfer the license or not submitting a timely and complete application may result in termination of the license and/or enforcement action. Applications for transfers, and renewals and transfers are available from the DEP office in Augusta.

Please read the entire application form before furnishing any information. If you need assistance in filling out the form or have any questions, please contact your project manager. Please be sure to read and follow the instructions on Page 4 regarding Public Notice. Public Notice is required by law for all DEP licensing actions.

Mail the completed original application with attachments to:

Overboard Discharge Licensing Program
DEP
17 State House Station
Augusta, Maine 04333-0017

Submit one copy with attachments, to the town or city municipal office where the discharge occurs, and

Please retain a copy for your own records.

Your Project Manager

Mary Morgan

207-287-7781

His/Her phone #

Application Number: W00 8120 5A-A-N

License Fee \$51.00

Due At This Time

Renewal Renewal & Transfer Modification Initial Other

APPLICANT AND FACILITY INFORMATION

1. Applicants Name: JOSEPH BENNETT

2. Mailing Address: 232 OSCEOLA CIRCLE (Social Security #)

WINTER PARK FL 32789
(street & number) (State) (Zip)

407-677-6500 407-539-7891
(work telephone) (home telephone)

3. Facility Description: 300 gallons per day residential overboard discharge.

4. Facility Address: ISLAND AVENUE, CLIFF ISLAND

PORTLAND CUMBERLAND
(Town/City) (County)

109 B Lot 2
(Telephone) Local Tax Map (Zip)

5. Name of Receiving Water: Luckse Sound Class SB

6. Name of Current License Holder: (transfers only) —

7. System Type: (check one) Mechanical Sandfilter Primary (greywater)
No Treatment Other (describe) SEPTIC TANK, CHLORINATOR

Disinfection: Chlorine
Other (describe) size of septic tank. 1000 GAL.

8. If you have a sandfilter or primary system, when was the septic tank last pumped? _____
The DEP recommends pumping tank every 2-5 years.

9. Is the facility or any part of the waste disposal system within 200 feet of a municipal or
quasimunicipal sanitary sewer? Yes 3 No _____ **WITHIN 50' OF QUASIMUNICIPAL OVERBOARD
DISCHARGE SYSTEM**

10. Is this your primary residence? Yes _____ No Since When? _____

11. Is this facility currently used on a year round basis? Yes _____ No
If yes, since when? _____
If no, circle the months of occupation.

**HOWEVER, DWELLING IMPROVE-
MENTS PROPOSED TO WINTER-
IZE TO USE AS YEAR-
ROUND DWELLING POTENTIAL**

| | | | |
|----------|-------|-----------|----------|
| January | April | July | October |
| February | May | August | November |
| March | June | September | December |

If currently used seasonally, has the facility ever been used on a year round basis?
Yes No _____ From _____ To _____

SEE ATTACHED LETTER & REFERENCE

Note: If the facility is used seasonally, year-round use may be resumed only if the facility was used on a year-round basis prior to June 1, 1987. If you wish to maintain the ability to use the facility year-round, attach sworn affidavits or utility records demonstrating year round use for the time in question. Facilities with seasonal licenses or permits or facilities that were only used seasonally prior to June 1, 1987 can not be converted to year round use.

12. How many bedrooms does the system serve? 3

13. Is there more than one house connected to the system? Yes No _____
If yes, how many? 13 who are they owned by? _____
If yes, please review the applicant affirmation on Page 3 and the Property Easement supplemental materials requirement on Page 5.

14. Is the facility a multi-family dwelling (apartment house, condominium) Yes _____ No
If yes, how many units? _____

15. Is the facility a rental property or otherwise used as a source of income? Yes _____ No

16. Are all annual inspection fees and annual license fees paid? NOT APPLICABLE

17. Other comments? SEE ACCOMPANYING Letter of 9/27/2000
TO MARY MORGAN DEP

APPLICANT AFFIRMATION

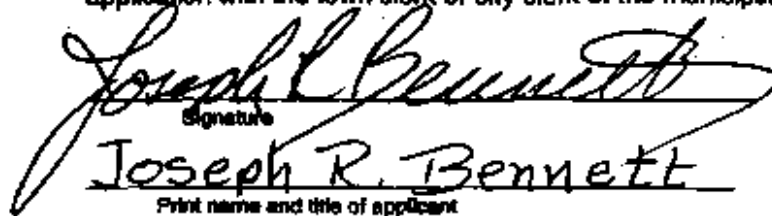
I (the applicant) certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is subject to this application, at reasonable hours, including buildings, structures or conveyances of the property to determine the accuracy of any information provided herein. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

I am familiar with and understand the statutory requirements of Title 38 MRS Chapter 3, Section 413 and 414, Protection and Improvement of Waters and Section 464, the Water Classification Program.

CERTIFICATION OF PUBLICATION

I also understand that by signing below, I (the applicant or authorized agent) certify that I have:

1. Published a Notice of Intent to File once in a newspaper circulated in the area where the project site is located within thirty days of filing of the application;
2. Sent a completed copy of the Notice of Intent to File by certified mail to the owners of the property abutting the land upon which the project site is located within thirty days prior to the filing of the application; and
3. Sent a completed copy of the Notice of Intent to File by certified mail and filed a duplicate of this application with the town clerk or city clerk of the municipality(ies) where the project is located.


Signature
Date 10/19/2000
Joseph R. Bennett
Print name and title of applicant

If signature is other than that of the applicant, attach letter of agent authorization signed by applicant.

NOTE: If there are multiple properties connected to the treatment system authorized by this license parties must sign this application or authorize one party to act as the agent.

INSTRUCTIONS FOR PUBLIC NOTICE

Applicants for DEP licensing actions are required to provide adequate public notice. By following these instructions you will meet the public notice requirements.

1. Complete the **NOTICE OF INTENT TO FILE** form below.
2. Send a copy of the completed **NOTICE** to a paper circulated in the area of the overboard discharge being licensed, to be published in the legal advertisements section in one issue within 30 days of filing the application. If you are not familiar with the local newspaper(s), the town or city clerk may be able to help you. The clerk may be able to give you the phone number. If not, call information at (207)555-1212. If you are unable to locate any newspaper, please call your project manager for assistance.
3. Send a copy of the completed **NOTICE** by certified mail to the owners of the property abutting the land with the overboard discharge within 30 days of filing of the application. The town or city clerk and/or the tax assessors office will be able to assist you in identifying abutters and will be able to give you their most recent address.
4. Send a copy of the completed **NOTICE** and a copy of the completed application by certified mail to the town clerk or city clerk of the municipality where the overboard discharge is located.
5. Send the completed original application (blue form) to the DEP with the application fees and any supplemental materials.

If you have questions about the public notice requirements, please do not hesitate to call your project manager at the telephone number on the first page of the application.

NOTICE OF INTENT TO FILE

Please take notice that JOSEPH BENNETT of ISLAND AVE, CLIFF ISLAND, PORTLAND
(applicant) (applicant's address and phone number)

MAP 109B, LOT 2 is intending to file an application with the Maine Department of

Environmental Protection for a Maine Waste Discharge License pursuant to 38 MRSA Sections

413 and 414-A. The application is for the initial issuance
(renewal, renewal and transfer, Modification etc)

of Waste Discharge License #W00 8120-5A-A-N for the operation of a surface waste water
(license number)

disposal system for the treatment and disposal of 300 gallons per day
(flow)

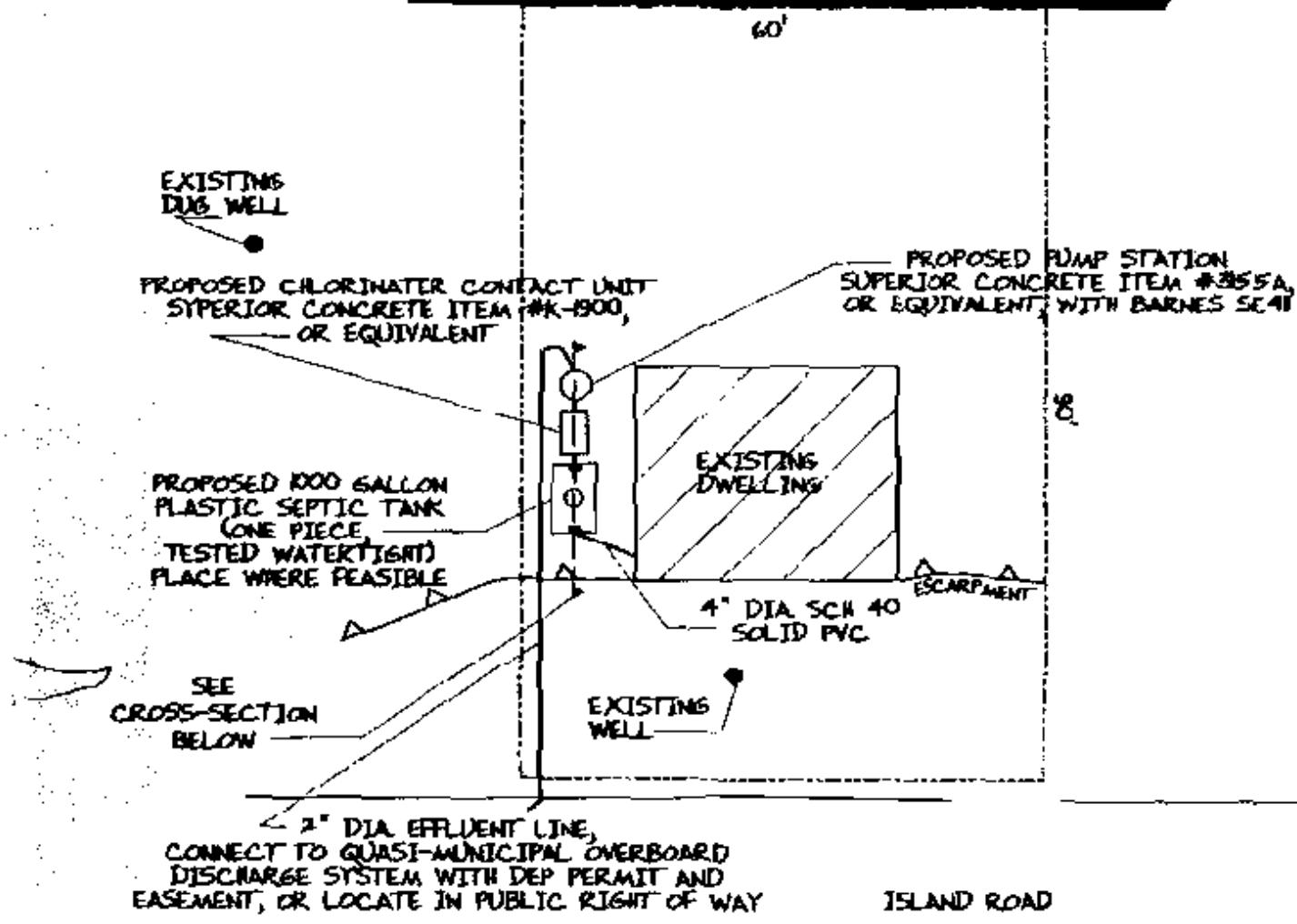
of waste water to Luckse Sound in the town/city of PORTLAND, CLIFF ISLAND
(receiving waterbody) (municipality)

Maine. The application will be filed on or about 10-23-00 for public inspection
(anticipated filing date)

at the DEP's offices in Augusta during normal working hours. A copy of the application may also

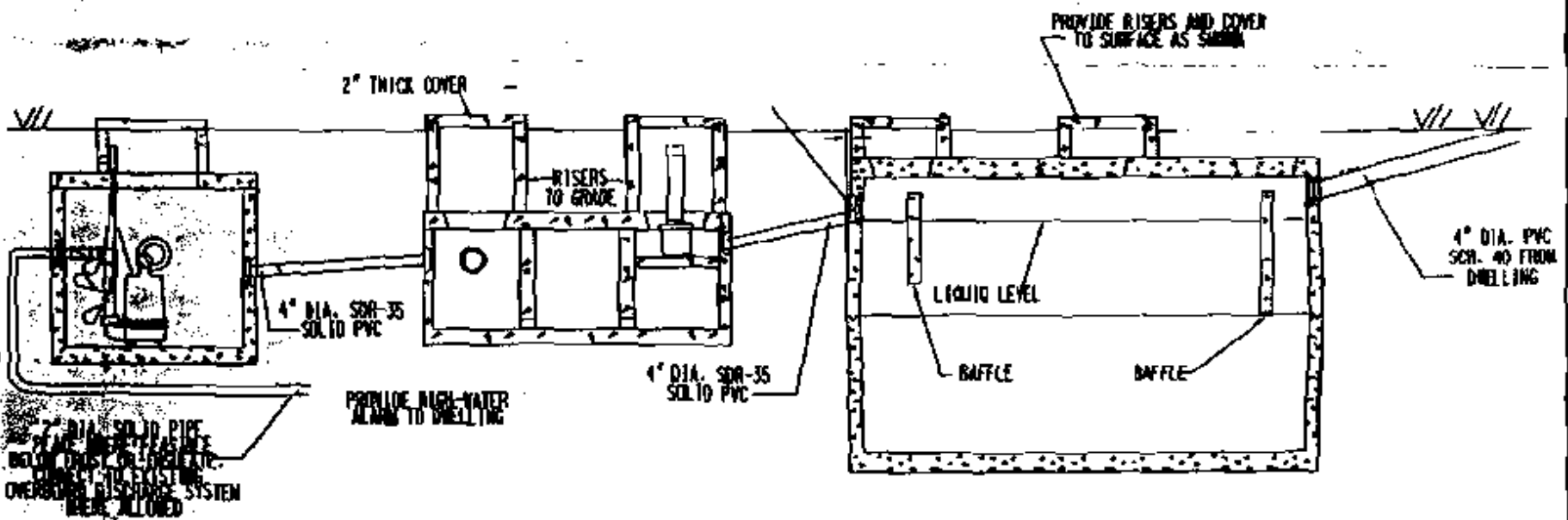
be seen at the municipal offices in PORTLAND Maine.
(municipality)

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department, in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. Public comment on the application will be accepted throughout the processing of the application. Written public comments may be sent to the Department of Environmental Protection, Bureau of Land and Water Quality, State House Station #17, Augusta, Maine 04333.



SCALE 1" = 20'

SITE PLAN



CROSS-SECTION

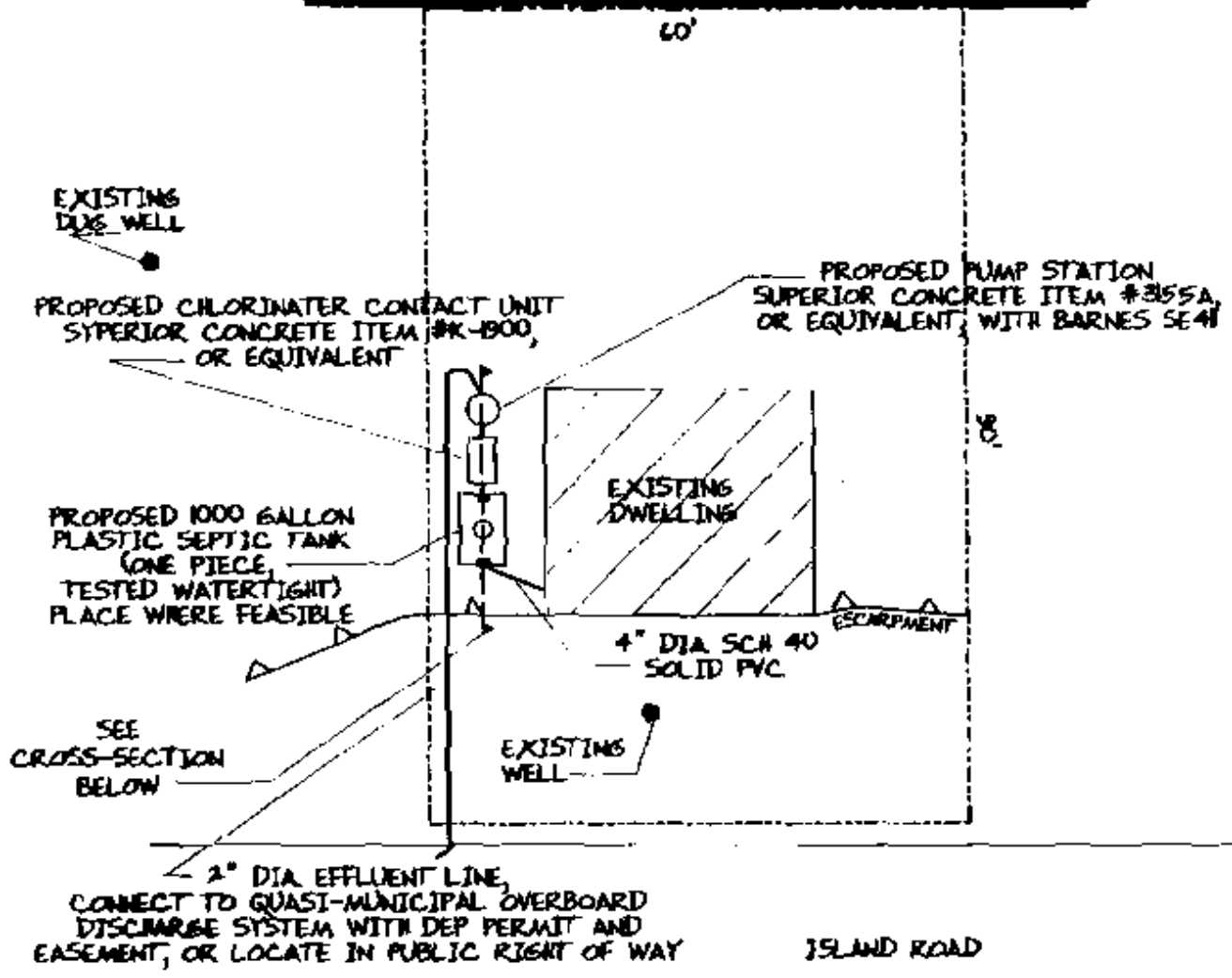
NO SCALE

SITE PLAN
JOSEPH BENNETT
ISLAND ROAD, CLIFF ISLAND
PORTLAND, ME
MAP 109B LOT 2
PROPOSED OVERBOARD DISCHARGE

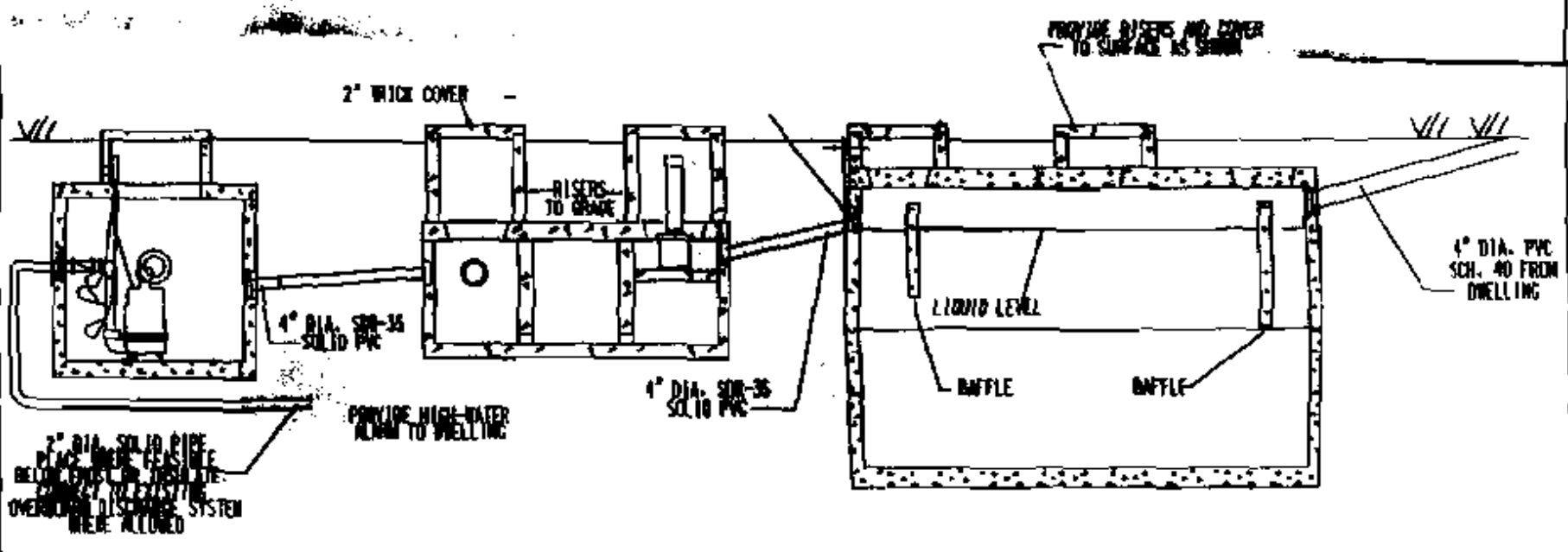


Albert Frick Associates, Inc.
Soil Scientists & Site Evaluators
Gorham, Maine 04038

| Date | Revision Description | Drawn By: | Checked By: |
|------|----------------------|---------------|-----------------|
| | | B.O. | A.F. |
| | | Date: 10/4/00 | Scale: 1" = 20' |



SITE PLAN



CROSS-SECTION

NO SCALE

SITE PLAN
JOSEPH BENNETT
ISLAND ROAD, CLIFF ISLAND
PORTLAND, ME
MAP 109B LOT 2
PROPOSED OVERBOARD DISCHARGE



Albert Frick Associates, Inc.
Soil Scientists & Site Evaluators
Gorham, Maine 04038

| | | | |
|-------|----------------------|----------------|------------------|
| Date: | Revision Description | Drawn By: B.O. | Checked By: A.F. |
| | | Date: 10/4/00 | Scale: 1" = 20' |