

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

Location of Construction: Beach Road Cliff Island 04019		Owner: Jeff & Libra Cusack		Phone: 766-2869		Permit No: <b>000080</b> PERMIT ISSUED FEB 4 2000 CITY OF PORTLAND Zone: CBL: 109B-A-016
Owner Address: SAA		Lessee/Buyer's Name: N/A		Phone: N/A		
Contractor Name: R.K. Berle d/b/a/ FinestKind E.P.D.		Address: Cliff Island 04019		Phone: N/A		
Past Use: Single Family		Proposed Use: Same		COST OF WORK: \$ 6,000		
				PERMIT FEE: \$ 60,000		INSPECTION: Use Group: R3 Type 501 Signature: <i>[Signature]</i> Signature: <i>[Signature]</i>
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		
Proposed Project Description: Install two interior partitions with re-wiring.				PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied		
Permit Taken By: KA		Date Applied For: 1-31-00		Signature: _____ Date: _____		Zoning Approval: <i>of with conditions</i> 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"/> mm <input type="checkbox"/>

- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
  - Building permits do not include plumbing, septic or electrical work.
  - Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.
- Please Send To: R.K. Berle d/b/a/  
FinestKind E.P.D. Builders  
Cliff Island, ME 04019

**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: 1-31-00	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

**PERMIT ISSUED WITH REQUIREMENTS**

**PERMIT ISSUED<sup>2</sup> WITH REQUIREMENTS**  
CEO DISTRICT

COMMENTS

5-11-01: Checked out Framing enhancements to Holly = All O.K. AKW

Inspection Record

Type

Foundation: \_\_\_\_\_  
Framing: \_\_\_\_\_  
Plumbing: \_\_\_\_\_  
Final: \_\_\_\_\_  
Other: \_\_\_\_\_

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JAN 24<sup>TH</sup> 2000

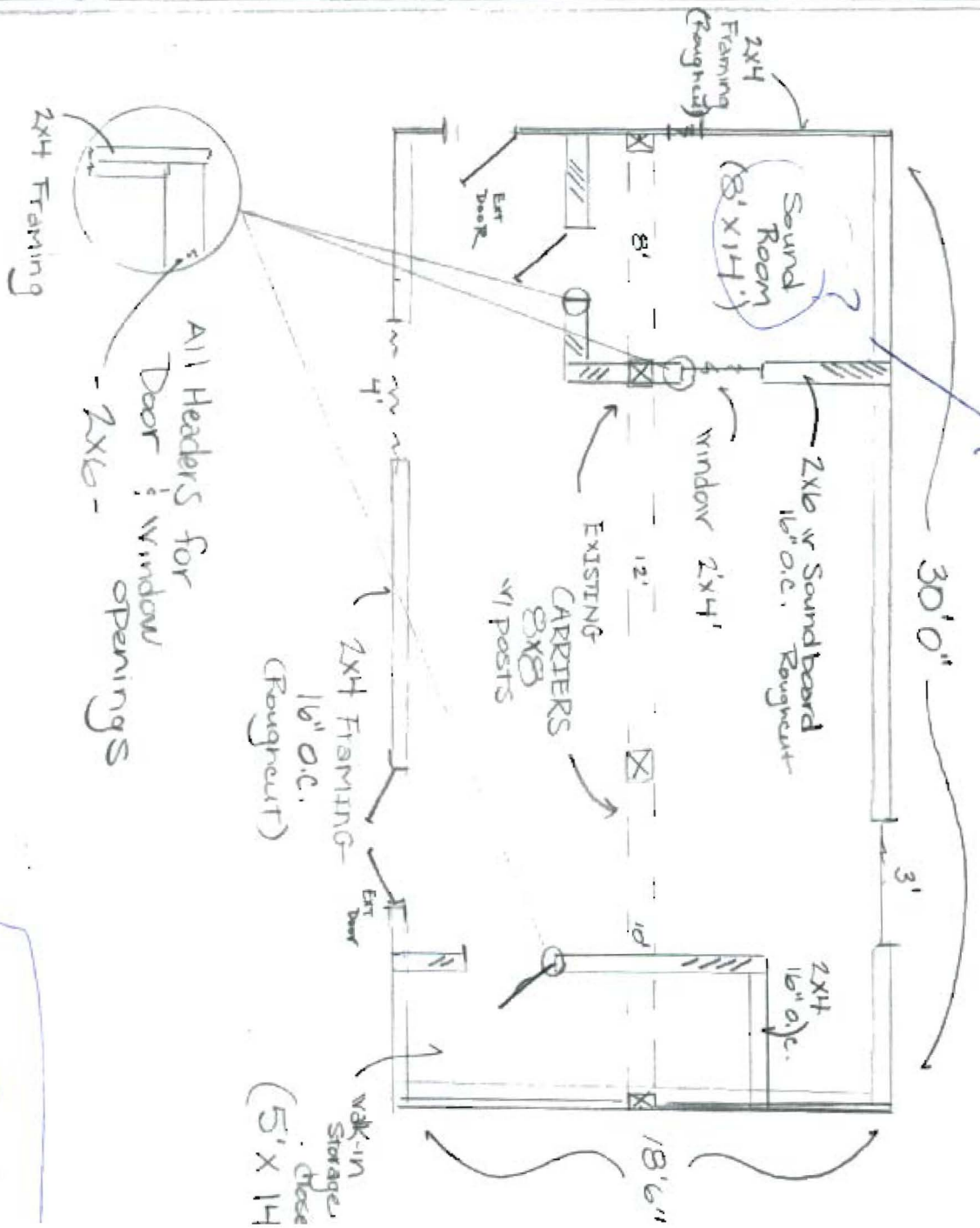
FINESTKIND E.P.D.

Job:

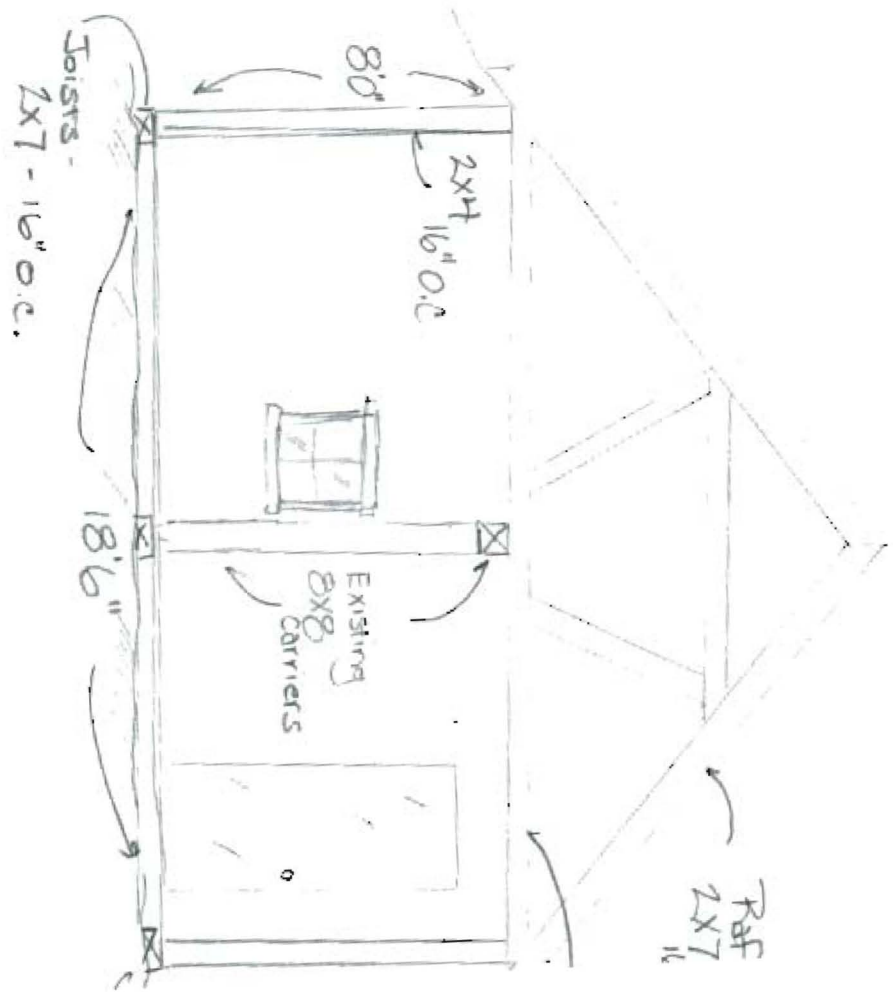
CUSACK

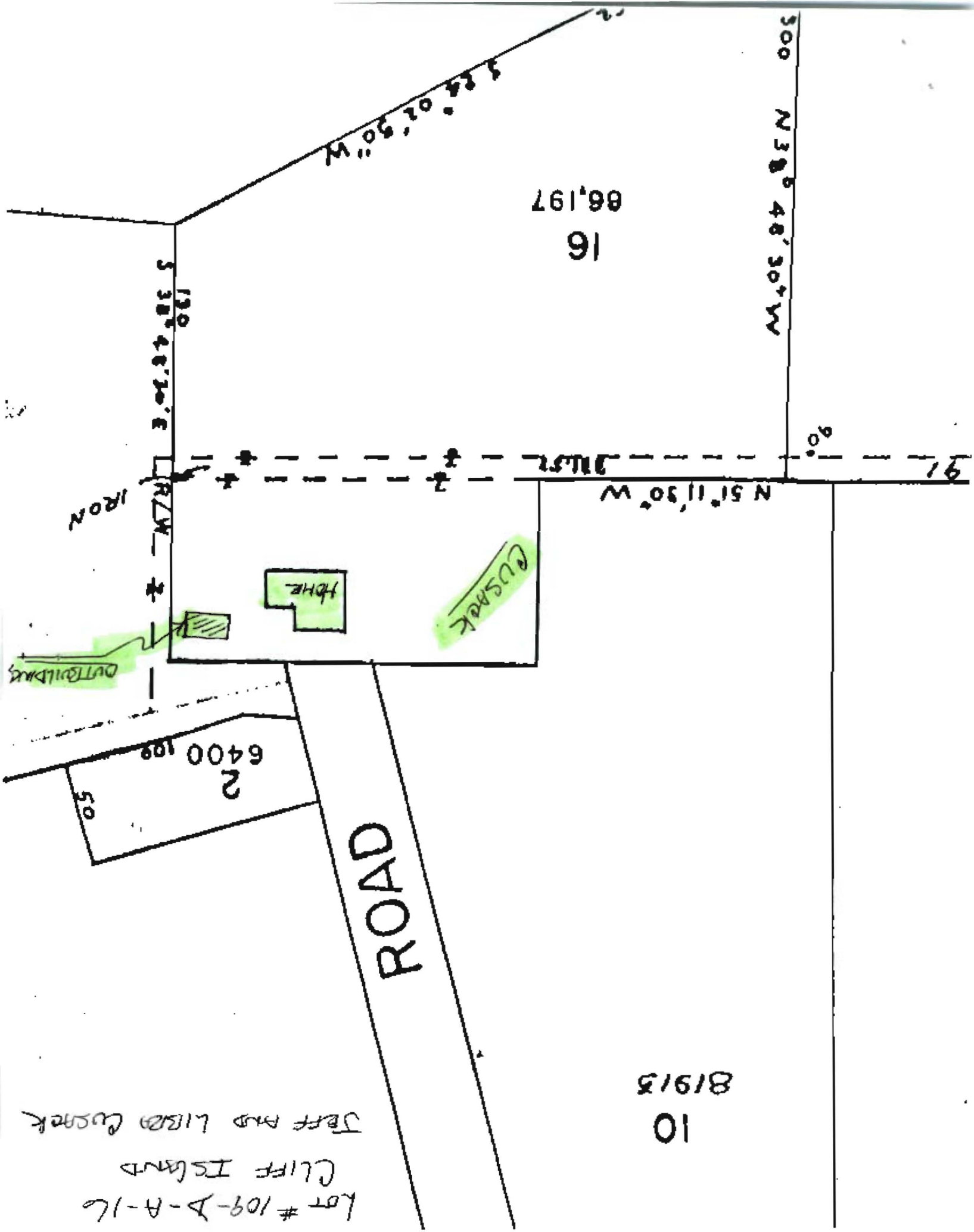
FRAME PARTITIONS  
FOR  
BARN

For a hobby of his - This is NOT A  
or home occupation 2/4/08



828-3103





Lot # 109-D-A-16  
 Cliff Island  
 Jeff and Lisa Cusack

030800

8K 13053PG 281

**QUITCLAIM DEED WITH COVENANT**  
(Maine Statutory Short Form)

MAINE REAL ESTATE TAX PAID

KNOW ALL BY THESE PRESENTS, that we, **Wendell P. Bickford III and Sheila Bickford-White (f/k/a Sheila Bickford-Bate)**, both of Windham, County of Cumberland and State of Maine, for consideration paid, GRANT to **Jeffrey P. Cusack and Libra A. Cusack**, both of Cliff Island, County of Cumberland and State of Maine, whose mailing address is: P.O. Box 106, Cliff Island, ME 04019, with QUITCLAIM COVENANTS, as joint tenants, certain real property located on Cliff Island in Portland, County of Cumberland and State of Maine, which is more particularly described in Exhibit A attached hereto and made a part hereof.

WITNESS our hands and seals this 30 day of April, 1997.

Signed, Sealed and Delivered  
in the presence of:

[Signature]

Wendell P. Bickford III  
Wendell P. Bickford III

[Signature]

Sheila Bickford-White  
Sheila Bickford-White

STATE OF MAINE  
Cumberland, ss.

April 30, 1997

Then personally appeared the above-named Wendell P. Bickford III and Sheila Bickford-White and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature]  
Notary Public/Attorney at Law

AGGIES G. Mc GRATH  
(printed name)

**Exhibit A**

**A certain lot or parcel of land, with the wooden dwelling and shed thereon, located at the end of Beach Road on Cliff Island in the City of Portland, County of Cumberland and State of Maine.**

Meaning and intending to describe and convey, and hereby conveying the same premises as described in a deed from Grace B. Horr to Wendell P. Bickford and Alma E. Bickford dated August 22, 1940 and recorded in the Cumberland County Registry of Deeds in Book 1615, Page 201, reference to which is hereby made for a further description; said parcel is also described as being bounded on the south by the third parcel described herein; on the east by land now or formerly of Viola Griffin, et al.; on the west by land now or formerly of Smith and on the North, in part, by said Beach Road.

Also another certain lot or parcel of land, with the buildings thereon, situated on Cliff Island, Portland, County of Cumberland and State of Maine, on the east side of the road leading to the residence of John Pettingill, described as follows:

Beginning at the northeast corner of the said Pettingill lot; thence northeast along the land of Viola Anderson one hundred (100) feet to a stake or iron pipe in the ground; thence northwest at right angles fifty (50) feet to a corner; thence southwest in a parallel line to the road; thence southeasterly on the road to the road leading to Viola Anderson's farm house; thence following a line fifteen (15) feet from the center of the used part of said road to the place of beginning.

Also a certain lot or parcel of land situated on Cliff Island, City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point marked by an iron pin set in a rock on the northeast corner of said land conveyed to Alma E. Bickford and Wendell P. Bickford by deed recorded in the Cumberland County Registry of Deeds in Book 1615, Page 201; thence South  $38^{\circ} 48' 30''$  East ( $S 28^{\circ} 48' 30'' E$ ), by said land now or formerly of Viola Griffin et al., one hundred thirty (130) feet to an iron pipe set in the ground; thence South  $24^{\circ} 02' 50''$  West three hundred seventy-two and sixty-two hundredths (372.62) feet to an iron pipe set in the ground; thence North  $38^{\circ} 48' 30''$  West three hundred (300) feet to land now or formerly of Smith; thence North  $51^{\circ} 11' 30''$  East by said land of Smith and said land conveyed to Alma E. Bickford and Wendell P. Bickford by deed recorded in said Registry of Deeds in Book 1615, Page 201, three hundred thirty-one and fifty-seven hundredths (331.57) feet to the point of beginning.

This conveyance is made SUBJECT, HOWEVER, to Rights, Restrictions, Covenants, and Conditions as set forth in a deed dated July 30, 1981, and recorded in the Cumberland County Registry of Deeds in Book 4831, Page 252.

This conveyance is also made SUBJECT, HOWEVER, to a right of way and restrictive covenant and together with the benefit of restrictive covenants all as more fully described in a deed from Alma E. Bickford to Cliff Island Corporation for Athletics and Conservation Education dated March 13, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4185, Page 74.

This conveyance is also made SUBJECT, HOWEVER, to a right of way as described in a certain Findings and Judgment entered in a Superior Court Civil Action captioned Alma E. Bickford v. Benjamin H. O'Reilly, et al., Docket No. 65-273, dated June 27, 1966, and recorded in the Cumberland County Registry of Deeds in Book 12955, Page 1, to which Findings and Judgment reference is hereby made for a more particular description of said right of way.

This conveyance is also made SUBJECT, HOWEVER, to rights and easements granted to Gordon E. Howard as set forth in instrument dated July 19, 1954, and recorded in the Cumberland County Registry of Deeds in Book 2189, Page 388.

EXCEPTING AND RESERVING to the Grantors herein, a right of first refusal pursuant to which Grantors shall have the right to purchase the Premises from Grantees in accordance with the following terms and conditions:

(a) Upon receipt by Grantees of a bona fide offer from any person to purchase the Premises, the terms and conditions of which offer Grantees are ready, willing, and able to accept, Grantees shall provide written notice of such purchase offer to Grantors, which notice shall set forth the terms of such purchase offer and be delivered in-hand or by certified mail, return receipt requested, to Grantors at 67 Varney Mill Road, Windham, Maine 04062, or to such other persons or addresses as may hereafter be designated in writing by Grantors. Such notice shall constitute an offer by Grantees to sell the Premises to Grantors on the terms and conditions set forth in such notice.

(b) After receipt of such notice by Grantors in the manner set forth above, Grantors shall have thirty (30) days during which to elect whether to exercise their right of first refusal. Grantors shall deliver written notice of their decision to Grantees in-hand or by certified mail, return receipt requested, addressed to Grantees at the address of the Premises within said thirty (30) day period. If Grantors elect to exercise their right to purchase the Premises, the closing shall take place within thirty (30) days from the date on which Grantors make such election. If Grantors elect not to purchase the Premises, this right of first refusal shall terminate if, and only if, Grantees accept such bona fide offer without any change in its terms and consummate the sale of the Premises within ninety (90) days of the date of the Grantors' election not to purchase the Premises. Otherwise, this right of first refusal shall remain in full force and effect.

(c) The exercise of this right of first refusal by Grantors shall constitute an acceptance of the terms of the offer as set forth in the notice delivered to Grantors by Grantees and shall create a binding agreement between the Grantees and the Grantors for the sale of the Premises and shall require Grantors to meet all of the reasonable terms and conditions of sale set forth in the offer made to Grantees and of which Grantees have given Grantors written notice. If any offer that Grantees indicate they are ready, willing, and able to accept provides consideration or exchange which is not stated in monetary terms, such as a like-kind exchange or the transfer of a specific item of personal or real property, Grantors may exercise their right of first refusal herein by tendering the cash equivalent of such offer based upon its prevailing fair market value. Such fair market value shall be determined by agreement between Grantees and Grantors. If Grantees and Grantors cannot reach such an agreement, Grantees and Grantors shall each appoint



BK 13053PG284

one appraiser and the two appraisers so appointed shall appoint a third appraiser who shall determine the fair market value. Notwithstanding any other provision of this right of first refusal, the time periods for Grantors to exercise their right of first refusal shall begin when a fair market value has been established as provided in this sub-paragraph.

(d) Any purported conveyance by the Grantees in violation of the provisions hereof shall be void, provided, however, that the following types of conveyances shall be exempt from the requirements, terms, and conditions of this right of first refusal: (i) mortgages given to secure new or existing financial obligations of Grantees (ii) any deed given to a mortgagee or secured party in lieu of foreclosure; and (iii) all conveyances by a mortgagee or secured party made in the course of or after a foreclosure.

(e) The provisions of this right of first refusal shall be binding upon the Grantees and their heirs and assigns, for the benefit of the Grantors and their heirs and assigns. This right of first refusal shall terminate twenty-one years after the death of the last to survive of Wendell P. Bickford III, Sheila Bickford-Bate, their current spouses, and their children now living.

For title of Grantor, reference is hereby made to a deed given by Alma E. Bickford to Wendell P. Bickford III, Sheila Bickford-Bate and Alma E. Bickford, all as joint tenants, dated January 21, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11255, Page 183. The Grantors herein are the sole surviving joint tenants.

RECEIVED  
RECORDED REGISTRY OF DEEDS

97 APR 30 AM 9:38

CUMBERLAND COUNTY

*John B. Bickford*

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

**Building or Use Permit Pre-Application  
Additions/Alterations/Accessory Structures  
To Detached Single Family Dwelling**


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

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

Location/Address of Construction: BEACH ROAD - CLIFF ISLAND

Tax Assessor's Chart, Block & Lot Number Chart# <u>109D</u> Block# <u>A</u> Lot# <u>16</u>	Owner: <u>JEFF + LIBEA CUSACK</u>	Telephone#: <u>766-2869</u>
Owner's Address: <u>BEACH ROAD, CLIFF ISLAND</u>	Lessee/Buyer's Name (If Applicable) <u>NA</u>	Cost Of Work: <u>\$6,000</u> Fee: <u>\$60.00</u>

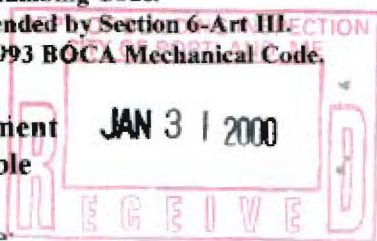
Proposed Project Description:(Please be as specific as possible)  
INSTALL TWO INTERIOR PARTITIONS, WITH TIE-WIRING

Contractor's Name, Address & Telephone: R.K. Berle d/b/a FINESTEAD BUILDERS, CLIFF IS. 766-2827 Rec'd By: 

*Handwritten initials: RB, SIF*

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC(Heating, Ventilation and Air Conditioning) installation must comply with the 1993 B.O.C.A Mechanical Code.



You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as, sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

**4) Building Plans (Sample Attached)**

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

**Certification**

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

Signature of applicant: R.K. Berle Date: 01/31/00

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