

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

## BUILDING INSPECTION PERMIT

Permit Number: 030791

Please Read  
Application And  
Notes, if Any,  
Attached

This is to certify that Dardano David M & /Dardano David  
has permission to Build new 5213 sq. Ft. Home with 12' x  
AT 115 Hope Ave 390 8027001

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

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

Notification of inspection must be given and work on permit must be completed before this building or part thereof is occupied or otherwise used-in.  
HOURS NOTED ARE REQUIRED.

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

### OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
Department Name

*[Signature]*  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

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

Permit No: 03-0791	Issue Date:	CEB: <del>SB</del> 390 027001
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Location of Construction: 115 Hope Ave	Owner Name: Dardano David M &	Owner Address: 38 West Lynn Ave	Phone: 207-878-3922
Business Name: n/a	Contractor Name: Dardano, David 881-2137	Contractor Address: 20 Shepherd Lane Portland	Phone: 2078783922
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	Zone: R2

Past Use: Vacant Land	Proposed Use: Single Family / Build new 5213 sq ft. Home with 12' x 70' deck.	Permit Fee: \$2,346.00	Cost of Work: \$250,000.00	CEO District:	
		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: R-3 Type: SB BOCA 99		

**Proposed Project Description:**  
 Build new 5213 sq. Ft. Home with 12' x 70' deck.

Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_

**PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)**

Action:  Approved  Approved w/Conditions  Denied

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Permit Taken By: gg	Date Applied For: 07/07/2003	<b>Zoning Approval</b>	
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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..	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Phase 2 zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan #2003-0137 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>ok with conditions</i> Date: <i>7/22/03</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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**CERTIFICATION**

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

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

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

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

Permit No: 03-0791	Date Applied For: 07/07/2003	CBL: 390 B027001
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<b>Location of Construction:</b> 115 Hope Ave	<b>Owner Name:</b> Dardano David M &	<b>Owner Address:</b> 38 West Lynn Ave	<b>Phone:</b> 207-878-3922
<b>Business Name:</b> n/a	<b>Contractor Name:</b> Dardano, David	<b>Contractor Address:</b> 20 Shepherd Lane Portland	<b>Phone:</b> (207) 878-3922
<b>Lessee/Buyer's Name:</b> n/a	<b>Phone:</b> n/a	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Single Family / Build new 5213 sq. ft. Home with 12' x 70' deck.	<b>Proposed Project Description:</b> Build new 5213 sq. Ft. Home with 12' x 70' deck.
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<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Marge Schmuckal	<b>Approval Date:</b> 07/22/2003
<b>Note:</b>	<b>Ok to Issue:</b> <input checked="" type="checkbox"/>		
<ol style="list-style-type: none"> <li>1) The chimney on the right side of the structure shall not extend more than two (2) feet into the required sideyard setback.</li> <li>2) It is understood that the rear neighbor's encroaching gazebo was removed on 5/29/03. If there is any changes to this understanding, contact this office immediately before construction.</li> <li>3) Separate permits shall be required for future decks, sheds, pools, and/or garages.</li> <li>4) This is NOT an approval for an additional dwelling unit above the garage. 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.</li> <li>5) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.</li> </ol>			
<b>Dept:</b> Building	<b>Status:</b> Pending	<b>Reviewer:</b>	<b>Approval Date:</b>
<b>Note:</b>	<b>Ok to Issue:</b> <input type="checkbox"/>		



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

2003-0137  
Application I. D. Number  
07/07/2003  
Application Date  
Hope Ave. Lot #27  
Project Name/Description

Dardano David M &  
Applicant  
20 Shepherd Lane, Portland, ME 04103  
Applicant's Mailing Address

115 - 115 Hope Ave Lot #27, Portland, Maine  
Address of Proposed Site  
390 B027001  
Assessor's Reference: Chart-Block-Lot

Consultant/Agent  
Applicant Ph: (207) 878-3922 Agent Fax:  
Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

5,213 sq. Ft. 36,553 sq. Ft.  
Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**

- |   |  |  |  |
|---|--|--|--|
| <input checked="" type="checkbox"/> Site Plan (major/minor) | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                       | <input type="checkbox"/> Shoreland                   | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance             | <input type="checkbox"/> Other _____           |  |

Fees Paid: Site Plan \$300.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 07/08/2003

**Approval Status:**

- Approved  Denied

Reviewer Jay Reynolds

Approval Expiration 08/12/2004 Extension to \_\_\_\_\_  Additional Sheets Attached

Condition Compliance Jay Reynolds 08/12/2003  
signature date

Performance Guarantee  Required\*  Not Required

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

- |   |                |  |                 |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted     | _____          | _____  | _____           |
|   | date           | amount   | expiration date |
| <input type="checkbox"/> Inspection Fee Paid                | _____          | _____  |                 |
|   | date           | amount   |                 |
| <input type="checkbox"/> Building Permit Issue              | _____          |  |                 |
|   | date           |  |                 |
| <input type="checkbox"/> Performance Guarantee Reduced      | _____          | _____  | _____           |
|   | date           | remaining balance                                  | signature       |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____          | <input type="checkbox"/> Conditions (See Attached) | _____           |
|   | date           |  | expiration date |
| <input type="checkbox"/> Final Inspection                   | _____          | _____  |                 |
|   | date           | signature  |                 |
| <input type="checkbox"/> Certificate Of Occupancy           | _____          |  |                 |
|   | date           |  |                 |
| <input type="checkbox"/> Performance Guarantee Released     | _____          | _____  |                 |
|   | date           | signature  |                 |
| <input type="checkbox"/> Defect Guarantee Submitted         | _____          | _____  | _____           |
|   | submitted date | amount   | expiration date |
| <input type="checkbox"/> Defect Guarantee Released          | _____          | _____  |                 |
|   | date           | signature  |                 |

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

2003-0137

Application I. D. Number

07/07/2003

Application Date

Hope Ave. Lot #27

Project Name/Description

**Dardano David M &**

Applicant

20 Shepherd Lane, Portland , ME 04103

Applicant's Mailing Address

Consultant/Agent

Applicant Ph: (207) 878-3922      Agent Fax:

Applicant or Agent Daytime Telephone, Fax

115 - 115 Hope Ave Lot #27, Portland, Maine

Address of Proposed Site

390 B027001

Assessor's Reference: Chart-Block-Lot

**Approval Conditions of DRC**

- 1 All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.
- 2 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 3 Your new street address is now #115 HOPE AVENUE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4 A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 5 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 6 The building contractor shall check the subdivision recording plat for pre-determined first floor elevation and establish the first floor elevation (FFE) and sill elevation (SE) to be set above the finish street/curb elevation to allow for positive drainage away from entire footprint of building.
- 7 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

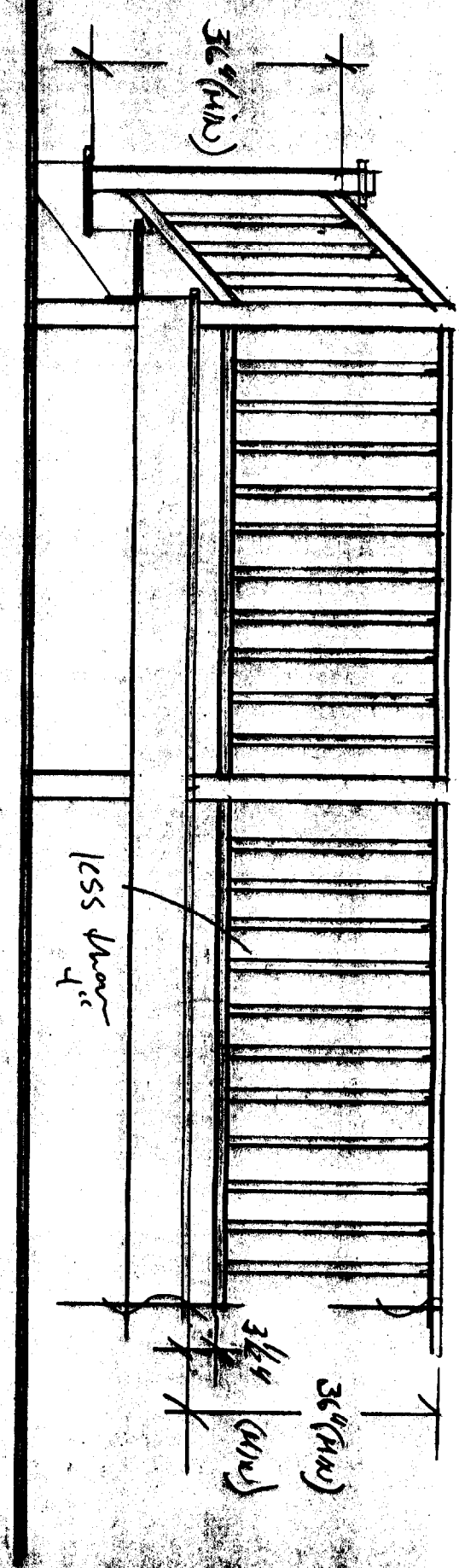
Notes:

- ① ASKED SAGE WINDOWS REPAIR AS: NO 30510, TW 13044
- ② SAGEY GLASS INSULATION @ CEILING NEXT TO TOP
- ③ 5/8" SAGEY WALL TD GAUGE (WIRE & CEILING)
- ④ THE PAINT WITH WALL @ GAUGE TO HOLES EVIDENCE
- ⑤ CHIMNEY - 2' X 8" BLUE STUCCO W/ 2" CLEARANCE TO COMBUSTIBLES
- ⑥ SAGEY WALLS - INSULATION WALL BEHINDS - Common area +
- ⑦ 1/2" X 1/2" X 1/2" WOODEN - 3'-2" HIGH
- ⑧ 3/4" X 1/2" X 1/2" WOODEN - 3'-2" HIGH

W.I.L. have clear 5'7" SF opening

in the common area +  
connected  
up but back up





DEPT. OF BUILDING INSPECTION  
 CITY OF PORTLAND, ME  
 AUG 12 2003  
 RECEIVED



Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	Stamped - crossed	
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	typical - OK	
Sheathing; Floor, Wall and roof (Table 503.2.1(1))		
Fastener Schedule (Table 602.3(1) & (2))		
Private Garage Section 309 and Section 407 1999 BOCA) Living Space? (Above or beside) Yes -	Need 5/8" - 1/2" shown	OK
Fire separation Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	NOT shown	OK
Egress Windows (Section 310)	" "	OK
Roof Covering (Chapter 9)		
Safety Glazing (Section 308)	" " Master	OK
Attic Access (BOCA 1211.1)	Not shown	
Draft Stopping around chimney	footing shown -	OK

Doesn't show chimney/ upstair  
OK

\* Beam in Master Bedroom - Not Structural -  
 \* Barring points for gusses? - OK = clear span  
 See Chimney Summary Checklist

Header Schedule	Not shown	OK
Type of Heating System	forced w/ direct vent	
Stairs		
Number of Stairways	2	
Interior	2	
Exterior		
Treads and Risers (Section 314)	OK	
Width	OK	
Headroom	Not shown	
Guardrails and Handrails (Section 315)	OK	
Smoke Detectors	Not shown	OK
Location and type/interconnected		
Plan Reviewer Signature		

Dave Dardano  
 831-2137  
 115 hpr

		Soil type/Presumptive Load Value (Table 401.4.1)
		<b>STRUCTURAL</b> Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)
	OK	Foundation Drainage Dampproofing (Section 406)
	OK	Ventilation (Section 409.1) Crawls Space ONLY
	OK	Anchor Bolts/Straps (Section 403.1.4)
	OK	Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))
	OK	Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))
	OK	Sill/Brand Joist Type & Dimensions
	OK engineered	First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))
	N/A	Second Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))

i

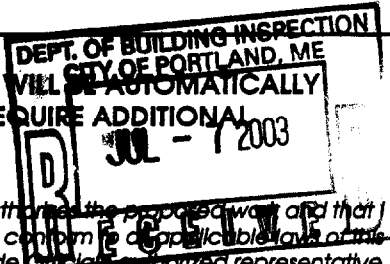
# All Purpose Building Permit Application

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

Location/Address of Construction: <u>Hope Lane Sub # 27</u>		
Total Square Footage of Proposed Structure <u>5213 S.F.</u>	Square Footage of Lot <u>36,553 S.F.</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>390</u> Block# <u>2A</u> Lot# <u>029</u>	Owner: <u>DAVID + JEANNE D'ARNO</u> <u>26 Shepland Lane</u> <u>Portland, ME 04103</u>	Telephone: <u>831-2137 cell</u> <u>878-3972 Home</u>
Lessee/Buyer's Name (if Applicable)	Applicant name, address & telephone: <u>SAME</u>	Cost Of Work: \$ <u>250,000</u> Fee: \$ <u>Bldg, 2271.00</u> <u>Site 300.00</u> <u>CD 75.00</u> <del><u>\$1,917.00</u></del> <u>\$2646.00</u>
Current use: <u>VACANT</u>		
If the location is currently vacant, what was prior use: <u>Wood Lot</u>		
Approximately how long has it been vacant: <u>?</u>		
Proposed use: <u>Single Fam House</u>		
Project description: <u>Single Fam. 1 story 3 car garage, 46' x 70' with 23' x 37 garage</u>		
Contractor's name, address & telephone: <u>SAME</u>		<u>w screen porch + Deck</u> <u>12' x 70' +/-</u>
Who should we contact when the permit is ready: <u>SAME</u>		
Mailing address: <u>SAME</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>SAME</u>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorized the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to comply with all applicable laws of the jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Officer 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: <u>David D'Arno</u>	Date: <u>7-4-03</u>
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**This is NOT a permit, you may not commence ANY work until the permit is issued.**  
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall

Applicant: DAVID Dardano

Date: 7/22/03

Address: 115 Hope AVE (lot #27)

C-B-L: 390-A-027

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Construction

#03-0791

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - to construct New Single Family with attached GARAGE and rear screened in porch and deck

Sewage Disposal - City

Lot Street Frontage - 50' req. - 100.9' shown

Front Yard - 25' req - 65' scaled

Rear Yard - 25' req - 220' scaled

Side Yard - 12' req - 13' & 13' shown

Projections - 1 story shown - 1/2 story above garage - together not more than 2/3 of 1st floor  
2x6 chimney - may project not more than 2' into side setback - front porch - rear deck & screened in porches

Width of Lot - 80' min - 96' scaled

Height - 35' max  $\approx$  20' scaled #

Lot Area - 10,000 sq ft min - 36,553 given

Lot Coverage Impervious Surface - 20% MAX = 7310.6 sq ft total

Area per Family - 10,000 sq ft -

Off-street Parking - 2 req - 2 shown with GARAGE

Loading Bays - N/A

Site Plan - minor/minor # 2003-0137

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel Z - Zone X

70' x 72' = 5040  
23' x 30' = 690  
5730 sq ft

Chimney shall not extend more than two (2) feet into the required side setback  
It is understood that the neighbor's encroaching GAZEBO WAS removed on 5/29/03

**From:** Marge Schmuckal  
**To:** Lee Urban; Mark Adelson  
**Date:** Fri, May 30, 2003 8:53 AM  
**Subject:** Re: gazebo

I hate to be the wet blanket but.....  
Was it moved on to their property and was it moved to an appropriate location meeting zoning?  
Wouldn't they still need a permit to legalize it and then get us (the nasty ol' City) off their backs?  
sorry,  
Marge

>>> Lee Urban 05/29 5:31 PM >>>  
Ta-dah! But we had fun while it lasted.

>>> Mark Adelson 05/29 5:06 PM >>>  
I called the Sandoras, they have moved the gazebo, case closed.

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

**2003-0137**  
Application I. D. Number  
**7/7/2003**  
Application Date  
**Hope Ave. Lot #27**  
Project Name/Description

**Dardano David M &**  
Applicant  
**20 Shepherd Lane, Portland , ME 04103**  
Applicant's Mailing Address

Consultant/Agent  
**Applicant Ph: (207) 878-3922 Agent Fax:**  
Applicant or Agent Daytime Telephone, Fax

**115 - 115 Hope Ave Lot #27, Portland, Maine**  
Address of Proposed Site  
**390 3027001**  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building  Building Addition  Change Of Use  Residential  Office  Retail  
 Manufacturing  Warehouse/Distribution  Parking Lot  Other (specify) \_\_\_\_\_

**5,213 sq. Ft.** **36,553 sq. Ft.**  
Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**  
 Site Plan (major/minor)  Subdivision # of lots \_\_\_\_\_  PAD Review  14-403 Streets Review  
 Flood Hazard  Shoreland  Historic Preservation  DEP Local Certification  
 Zoning Conditional Use (ZBA/PB)  Zoning Variance  Other \_\_\_\_\_

Fees Paid: Site Pla **\$300.00** Subdivision \_\_\_\_\_ Engineer Review **\$250.00** Date **7/8/2003**

**Insp Approval Status:** Reviewer \_\_\_\_\_  
 Approved  Approved w/Conditions See Attached  Denied  
Approval Date \_\_\_\_\_ Approval Expiration \_\_\_\_\_ Extension to \_\_\_\_\_  Additional Sheets Attached  
 Condition Compliance \_\_\_\_\_ signature \_\_\_\_\_ date \_\_\_\_\_

**Performance Guarantee**  Required\*  Not Required

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

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issue	_____		
	date		
<input type="checkbox"/> Performance Guarantee Reduced	_____	_____	_____
	date	remaining balance	signature
<input type="checkbox"/> Temporary Certificate of Occupancy	_____	<input type="checkbox"/> Conditions (See Attached)	_____
	date		expiration date
<input type="checkbox"/> Final Inspection	_____	_____	
	date	signature	
<input type="checkbox"/> Certificate Of Occupancy	_____		
	date		
<input type="checkbox"/> Performance Guarantee Released	_____	_____	
	date	signature	
<input type="checkbox"/> Defect Guarantee Submitted	_____	_____	_____
	submitted date	amount	expiration date
<input type="checkbox"/> Defect Guarantee Released	_____	_____	
	date	signature	

**STATUTORY WARRANTY DEED**

**GOLDENEYE CORP.**, a Maine corporation with a principal place of business in Falmouth, in the County of Cumberland and State of Maine

For Consideration Paid, **GRANT** with **WARRANTY COVENANTS TO:**

**DAVID M. DARDANO** and **JEANNEE F. DARDANO**, whose mailing address is 38 West Lynne Avenue, Portland, Maine 04103, as **JOINT TENANTS**

A certain lot or parcel of land situated on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 27 shown on plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" dated December 4, 2001, as revised, prepared by Titcomb Associates, and recorded at the Cumberland County Registry of Deeds in Plan Book 202, Page 650, together with a right-of-way in common with others over "Hope Avenue" as shown on the plan.

Being a portion of the premises conveyed to the Grantor herein by deed of Robert L. Adam and Lloyd B. Wolf dated October 17, 2002 and recorded at the Cumberland County Registry of Deeds in Book 18262, Page 159. Reference is further made to a confirmation deed from Lloyd B. Wolf to Grantor herein dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 57.

**EXCEPTING AND RESERVING** to the Grantor, its successor and assigns, all right, title and interest in and to the fee interest in "Hope Avenue", so-called, as shown on the plan. The purpose of this reservation is to preserve the Grantor's right in and to such ways pursuant to 23 M.R.S.A. §3031(4) and 33 M.R.S.A. §460 et seq. together with the right to convey said fee interest to the City of Portland.

This conveyance is subject to and with the benefit of the following:

1. Notes 1 through 19, restrictions, conditions, easements and covenants as may be set forth on said Plan recorded in Plan Book 202, Page 650.



2. Rights and easements granted to Central Maine Power Company in instruments dated February 10, 1954 and recorded at said Registry of Deeds in Book 2167, Pages 432 and 435, subject to restrictions set forth therein.
3. Rights and easements granted to Portland Water District in an instrument dated December 30, 1955 and recorded at said Registry of Deeds in Book 2267, Page 257.
4. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29, 1955 and recorded at said Registry of Deeds in Book 2276, Page 277.
5. Such State of Facts as set forth or depicted on plan showing Plan of Property for Robert Adam dated August 1978 and recorded at said Registry of Deeds in Plan Book 125, Pages 45 and 46.
6. A ten (10) foot pedestrian easement as shown on said Plan recorded in Plan Book 202, Page 650.
7. A thirty (30) foot pedestrian easement as shown on said Plan recorded in Plan Book 202, Page 650.
8. An easement deed from Goldeneye Corp. to the City of Portland of recent date herewith, to be recorded at said Registry of Deeds.
9. Terms and conditions of a State of Maine Department of Environmental Protection Site Location of Development Natural Resources Protection Act Water Quality Certification Findings of Fact and Order dated August 23, 2002 and recorded at said Registry of Deeds in Book 18084, Page 94 together with the requirement that all future conveyances shall include reference to this permit.
10. Terms and conditions of a Declaration of Covenants and Restrictions dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 59.

Also hereby conveying together with and subject to all rights, easements, privileges and appurtenances, belonging to the premises hereinabove described.

This conveyance is made SUBJECT to the current real estate taxes to the City of Portland subject to proration at the closing, which the Grantees herein by their acceptance of this deed hereby assume and agree to pay.

IN WITNESS WHEREOF, the said GOLDENEYE CORP. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by LLOYD B. WOLF, its TREASURER thereunto duly authorized this 27<sup>th</sup> day of NOVEMBER, 2002.

GOLDENEYE CORP.

Antoinette M. Bulliford

By: [Signature]  
Its Treasurer

STATE OF MAINE  
CUMBERLAND, SS.

, 2002

Then personally appeared the above-named LLOYD B. WOLF,  
of GOLDENEYE CORP. as aforesaid and acknowledged the  
foregoing instrument to be his free act and deed in his said capacity and the free act and  
deed of said corporation.

Before me,

Antoinette M. Bulliford  
Attorney at Law/Notary Public

## DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 5<sup>th</sup> day of November, 2002 by Goldeneye Corp., of 286 Falmouth Road, Falmouth, Cumberland County, Maine, 04105, (herein referred to as the "Declarant"), pursuant to State of Maine Department of Environmental Protection Natural Resource Protection Act Order, Project Number L-19486-L2-C-N, dated August 23, 2002 (hereinafter referred to as "Order"), relating to preservation of an approximately 7.6 acre parcel of land near Hope Avenue, Portland, Maine.

## RECITALS

WHEREAS, the Declarant holds title to certain real property situated in Portland, Maine described in a deed from Robert L. Adam to Lloyd B. Wolf and Robert L. Adam dated January 31, 1986, and recorded in Book 7058 Page 70 at the Cumberland County Registry of Deeds, and deeds from Lloyd B. Wolf to AJS Family Limited Partnership, dated June 14, 2001 and recorded in Book 16418, Page 245, ( and Book 16418, Page 247,) as well as a deed from Robert L. Adam and Lloyd B. Wolf to Goldeneye Corporation dated October 17, 2002 and recorded in Book 18262, Page 159 all in said Registry; and

WHEREAS, Declarant desires to place certain deed covenants, under the terms and conditions herein, over a portion of said real property (hereinafter referred to as the "Covenant Area") described as the "Undisturbed Zone" as described on a plan Titled Presumpscot River Place Phase III - Subdivision Plan Portland, Maine prepared by Titcomb Associates dated rev. 10-21-02 recorded in Plan Book 202, Page 650 in said Registry.

WHEREAS, pursuant to the Natural Resources Protection Act, Title 38 M.R.S.A. Section 480-A et seq. and Chapter 310 of regulations promulgated by the Maine Department of Environmental Protection (the "Wetland Protection Rules"), Declarant has agreed, in satisfaction of paragraph 19.c of the Order, to impose certain covenants and restrictions on the Covenant Area as more particularly set forth herein and has agreed that such covenants and agreements may be enforced by the Maine Department of Environmental Protection (hereinafter the "MDEP") or any successor in interest.

NOW, THEREFORE, the Declarant hereby declares that the Covenant Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the covenants, conditions and restrictions set forth herein (sometimes referred to as the "Covenants and Restrictions"). The Covenants and Restrictions shall run with the Covenant Area and shall be binding on all parties having any right, title and interest in and to the Covenant Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Covenant Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Covenant Area subject to the Covenants and Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Covenants and Restrictions hereinafter set forth.

1. Restrictions on Covenant Area. Unless the owner of the Covenant Area, or its successors or assigns, obtains the prior written approval of the MDEP, (or any successor thereof), the Covenant Area shall remain undeveloped in perpetuity.

a. no soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Covenant Area and the surface waters contained thereon, nor shall the topography of the area be altered or manipulated in any way;

b. no trees, grasses, shrubs, vines, or other vegetation shall be cut, destroyed, or sprayed with biocides, except that de minimis flower picking shall be allowed, and clearing will be allowed for the maintenance of any path or trail, and dead wood which is leaning or fallen may be removed;

c. no ditches shall be dug, and no draining of the Covenant Area shall take place, and no pumping or any other removal of water shall occur on the Covenant Area, nor shall the manipulation or alteration of natural water courses or hydrology occur;

d. no building, sign, fence, utility pole, or other temporary or permanent structure will be constructed, placed or permitted to remain on the Covenant Area;

e. no trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment shall be permitted on the Covenant Area; and

Any activity on or use of the Covenant Area inconsistent with the purpose of these Covenants and Restrictions is prohibited. Prior to undertaking any changes in the use of the Covenant Area, the Declarant, its successors and assigns, shall consult with the MDEP regarding the proposed changes to determine the effect of such changes on the conservation values of the Covenant Area. The MDEP shall have the right to approve such changes in use if such uses do not impair or impede the conservation values of the Covenant Area or the purpose of the Covenants and Restrictions.

2. Enforcement. The MDEP may enforce any of the Covenants and Restrictions set forth in Section 1 above. Any future alterations of the Covenant Area must receive the prior approval in writing from the MDEP.

3. Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Covenant Area. If the Covenant Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions but only to the extent that any of the Covenant Area is included within such owner's property.

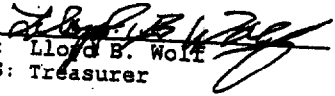
4. Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Covenant Area and by the MDEP (or any successor thereto).

5. Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Covenant Area.

6. Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

7. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

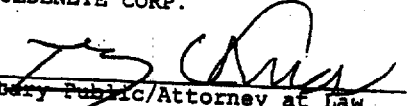
GOLDENEYE CORP.

  
BY: Lloyd B. Wolf  
ITS: Treasurer

STATE OF MAINE  
CUMBERLAND, ss.

November 5, 2002.

Personally appeared before me the above named LLOYD B. WOLF, as Treasurer, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said GOLDENEYE CORP.

  
Notary Public/Attorney at Law  
TEWY N. SNEH

Received  
Recorded Register of Deeds  
Nov 05, 2002 11:49:49A  
Cumberland County  
John B. D Arice

PURCHASE AND SALE AGREEMENT - LAND ONLY

Effective Date \_\_\_\_\_  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between DAVID DARDANO + Jeannice F. Dardano (hereinafter called "Buyer") of 38 WEST LUNNE AVE., PORTLAND, ME and ROBERT L. MAN AND LOUIS B. WALE DBA GOLDKEYS, LLP. (hereinafter called "Seller") of 25 HILL STREET, PORTLAND, ME 04103

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all  part of ) the premises situated in municipality of PORTLAND, County of CUMBERLAND State of Maine, located at Lot # 27 1606 AVENUE and described in deed(s) recorded at said County Registry of Deeds Book(s) \_\_\_\_\_ Page(s) \_\_\_\_\_ If part of see Other Conditions (paragraph 22) for explanation (see)

3. CONSIDERATION: For each Deed and conveyance Buyer is to pay the sum of ..... PRICE \$ 95,000 of which ..... DEPOSIT \$ 5,000 is included herewith as an earnest money deposit, and an additional amount of ..... DEPOSIT \$ \_\_\_\_\_ will be paid by (date) \_\_\_\_\_. The balance due amount of ... BALANCE DUE \$ 90,000.00 to be paid by cash on bank check upon delivery of the Deed.

This Agreement is subject to the following conditions:

4. EARNEST MONEY ACCEPTANCE: ALAN WALE ATTORNEY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 9/27/02 (date) MIDNIGHT  AM  PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 30 days (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 90 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

6. TITLE WARRANTY: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances, except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the enjoyment and use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. TAXES: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) \_\_\_\_\_. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as provided in State of Maine.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to see information from professionals regarding any specific issue or concern.

11. BUYER'S DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent makes no warranty regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, which must be satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
2. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
3. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
4. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
5. <i>FINAL APPROVAL AND SIGNATURE AMENDED SITE PLAN</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
6. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
7. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
8. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
9. <i>ATTACHED TO PURCHASE AND SALE AGREEMENT</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

5) *Need book & page number.*  
*2) Pins will be placed in all four corners.*  
*3) Foundation can be started no later than 2/11/08*  
*4) Lot to be provided with easement from Central Maine Power.*

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so in full execution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer(s) Initials *[Signature]* Seller(s) Initials *[Signature]*

12. This Agreement is subject to Buyer obtaining an approved N/A mortgage of \_\_\_\_\_ % of \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years

- a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within \_\_\_\_\_ days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay \$ \_\_\_\_\_ toward points and/or Buyer \_\_\_\_\_

13. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following agency relationships:  
AGENCY RELATIONSHIP: MORTGAGE BUYER, HAS AGENCY RELATIONSHIP  
 \_\_\_\_\_ of \_\_\_\_\_ Agency represents \_\_\_\_\_  
 \_\_\_\_\_ of \_\_\_\_\_ Agency represents \_\_\_\_\_

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents as hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

14. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agent acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement shall supersede the obligations of the parties.

17. ASSIGNMENTS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns.

18. COPIES: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same effect as if the signatures were on one instrument. Original or faxed signatures are binding.

19. APPROVAL:  Buyer's DEED APPROVAL, SUBDIVISION APPROVAL  No   
INCLUDING ENERGY AND AIR QUALITY PLAN

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on Page 1 of this Agreement. The use of "by (date)" or "within \_\_\_\_\_ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the parties and their agents to receive a copy of the entire closing documents.



A copy of this Agreement is to be received by Buyer and Seller and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Bureau of Taxation.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

David A. Palmer  
BUYER

015-42-5938  
SSN OR TAXPAYER ID#

Thomas E. Dardour  
SELLER

006-64-3302  
SSN OR TAXPAYER ID#

Property address is 38 West Lynne Ave, Portland, ME 04103

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay Agency a commission for services as specified in the listing agreement. If the earnest money is forfeited by Buyer, it shall be returned to the Seller.

Offer made 2:00 PM day of September 2002

[Signature]  
BUYER

SSN OR TAXPAYER ID#

BUYER

SSN OR TAXPAYER ID#

Property address is PO Box 1382, Portland, ME 04104

Offer made and received on \_\_\_\_\_

SELLER

SELLER

Time for the performance of this Agreement is extended until \_\_\_\_\_

DATE

\_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE

\_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE

## SPACE AND BULK REQUIREMENTS - R-2 ZONE

MINIMUM LOT SIZE: 10,000 S.F.

MINIMUM FRONTAGE: 50 FT.

MINIMUM SETBACKS:

FRONT YARD 25 FT.

REAR YARD 25 FT.

SIDE YARD\*

1 STORY 12 FT.

1 1/2 STORY 12 FT.

2 STORY 14 FT.

2 1/2 STORY 16 FT.


MINIMUM LOT WIDTH:

OTHER USES: 80 FT.

\* THE WIDTH OF ONE (1) SIDE YARD MAY BE REDUCED ONE (1) FOOT FOR EVERY FOOT THAT THE OTHER SIDE YARD IS CORRESPONDINGLY INCREASED, BUT NO SIDE YARD SHALL BE LESS THAN TWELVE (12) FEET IN WIDTH.

THE SIDE YARDS SHOWN ON THE FOLLOWING FIGURES ARE BASED UPON A (1) ONE STORY STRUCTURE AND MAY BE INCREASED OR DECREASED DEPENDING UPON THE NUMBER OF STORIES.

Design: DER	Date: APR 03
Draft: SGB	Job No.: 759
Checked: AMP	Scale: NTS
File Name: 759-sp.dwg	

	<i>Traffic and Civil Engineering Services</i>
	PO Box 1237, 15 Shaker Road
	Gray, ME 04039
	207-657-6910

Drawing Name:	Space & Bulk Requirements
Project:	PRESUMPCOT RIVER PLACE

Figure No.	1
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