

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

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

Permit No: 03-0956	Issue Date: AUG 27 2003	CBL: 392 A006001
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Location of Construction: 132 Hope Ave (lot#6)	Owner Name: Goldeneye Corp	Owner Address: 286 Falmouth Rd CITY OF PORTLAND	Phone: 207-879-2217
Business Name: n/a	Contractor Name: Vesta Corp.	Contractor Address: Portland	Phone: 2078792217
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	Zone: R2

Past Use: Vacant	Proposed Use: Build New 28' x 36' Single Family with 24' x 24' two car garage.	Permit Fee: \$1,536.00	Cost of Work: \$160,000.00	CEO District:
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Proposed Project Description:
Build New 28' x 36' Single Family with 24' x 24' two car garage.

FIRE DEPT: Approved Denied

INSPECTION:
Use Group: **R3** Type: **5B**
BOLA 1999
Signature: **XMB 8/27/03**

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

Permit Taken By: gg	Date Applied For: 08/11/2003	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>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..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland NA</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone panel 2 zone X</p> <p><input type="checkbox"/> Subdivision</p> <p><input type="checkbox"/> Site Plan minor # 2003-0168</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM 21</p> <p>Date: 8/11/03</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>
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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: 03-0956	Date Applied For: 08/11/2003	CBL: 392 A006001
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Location of Construction: 132 Hope Ave (lot#6)	Owner Name: Goldeneye Corp	Owner Address: 286 Falmouth Rd	Phone: 207-879-2217
Business Name: n/a	Contractor Name: Vesta Corp.	Contractor Address: Portland	Phone: (207) 879-2217
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: Build New 28' x 36' Single Family with 24' x 24' two car garage.	Proposed Project Description: Build New 28' x 36' Single Family with 24' x 24' two car garage.
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 08/18/2003
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> 1) No certificate of occupancy shall be issued for any house lot in the subdivision until the base pavement has been completed along the entire length of Hope Avenue in the Portland as well as Falmouth. 2) "No parking" street signs shall be installed along the subdivision roadways PRIOR to the issuance of the first house lot certificate of occupancy (whether permanent or temporary) for this subdivision. 3) All driveways shall be paved within six (6) months of the receipt of a temporary certificate of occupancy and shall be a minimum of 12' wide. Individual homeowners shall be responsible for paving of driveways. 4) 14-425 allows your chimney to extend NO MORE THAN two (2) feet into the side setback. It is the responsibility of the owner/developer to call the Code Enforcement Officer to measure setbacks PRIOR to placing any concrete. 5) Separate permits shall be required for future decks, sheds, pools, and/or garages. 6) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. 			

Dept: Building	Status: Approved with Conditions	Reviewer: Jeanine Bourke	Approval Date: 08/27/2003
Note:			Ok to Issue: <input checked="" type="checkbox"/>
<ol style="list-style-type: none"> 1) All manufactured products need specification tables 2) Permit approved based on notes made by Mike DiMillo on the plans 8/27/03 per the code review items 3) Separate permits are required for any electrical or plumbing work. 4) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work. 			

132 Hope Ave Lot #6

392-A-6

Stamped

Soil type/Presumptive Load Value (Table 401.4.1)	? 2000 PST pending test per Mike 9/2/03	
	2' x 18" 4' Frost 2000 PST per 16	STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(D), Section 403.1.2)
	?	Foundation Drainage Dampproofing (Section 406) <i>tabac-drains, Tan</i>
	?	Ventilation (Section 409.1) <i>Crawls Space ONLY</i>
	?	Anchor Bolts/Straps (Section 403.1.4)
	3/2 Lally 8"6 - 6'3" allowed, ALL LULLS OK 3' x 3' x 1' Footing	Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))
	3-2 x 12 3-1/4 x 9 1/4 LVL (8'8")	Built-Up Wood Center Girder Dimension/Type
		(Table 502.3.4(2))
	2' x 18	Sill/Band Joist Type & Dimensions
	2' x 10 16 O.C.	First Floor Joist Species Dimensions and Spacing (Table 503.3.1(D) & Table 503.3.2(1))

			Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))
	2x10 16 O.C.		Attic or additional Floor Joist Species Dimensions and Spacing Table 802.42 or 503.3.1(1) & Table 503.3.2(1))
	2x8 16 O.C.	2x6 collar tie 16 O.C.	Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))
		8:12 Ridge @ mbr dormer 3 1/2 x 11 1/4 PSL valleys 3 1/2 x 9 1/4 PSL	Sheathing; Floor, Wall and roof (Table 503.2.1(1))
			Fastener Schedule (Table 602.3(1) & (2))

OK

OK

Stairs	Number of Stairways	Interior	Exterior	Treads and Risers (Section 314)	Width	Headroom (Section 315)	Guadrails and Handrails (Section 315)	Private Garage Section 309 and Section 407 1999 BOCA Living Space ? (Above or beside)	Fire separation Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	Egress Windows (Section 310)
3	3	1	-	7 3/4 x 10 1/2 basement 1st floor	6'8"	? 34"-38" w/returns	?	5/8 all around	45 min	? Parac dign 4060
3	3	-	-	-	-	-	-	OK	OK	OK

OK Same

Roof Covering (Chapter 9)	Safety Glazing (Section 308)	Attic Access (BOCA 1211.1)	Draft Stopping around chimney	Header Schedule	Type of Heating System	Smoke Detectors Location and type/interconnected
?	2nd Fl Bath	? 22x30	Exterior	Front Porch 3-2x12 INT = 2-2x10, 2-2x8 Front 2nd Fl Balcony 3-2x8 EXT = 3-2x10 Garage 3-2x12 Doors steel garage FORCED HU OIL	OK	?
	OK	OK				OK

See Chimney Summary Checklist

Ext. Guards
Based on grade
in excess of
(5 1/2")

Front Porch 07 - 2x8 16 o.c. 3-2x8 Beam

Roof Screen porch
Sona Footing 7'0" & 6'0" OK
3-2x10 Beams
2-2x8 Headers
2x8 16 o.c. Rafters
2x8 ceiling joists

**TABLE 1003.1
SUMMARY OF REQUIREMENTS FOR MASONRY FIREPLACES AND CHIMNEYS**

NOTE: This table provides a summary of major requirements for the construction of masonry chimneys and fireplaces. Letter references are to Figure 1003.1, which shows examples of typical construction. This table does not cover all requirements, nor does it cover all aspects of the indicated requirements. For the actual mandatory requirements of the code, see the indicated section of text.

ITEM	LETTER	REQUIREMENTS	
		Summary	See Section
Hearth and hearth extension thickness	A	4-inch minimum thickness for hearth.	1003.9.1
		2-inch minimum thickness for hearth extension.	1003.9.2
Hearth extension (each side of opening)	B	8 inches for fireplace opening less than 6 square feet.	1003.10
		12 inches for fireplace opening greater than or equal to 6 square feet.	
Hearth extension (front of opening)	C	16 inches for fireplace opening less than 6 square feet.	1003.10
		20 inches for fireplace opening greater than or equal to 6 square feet.	
Hearth and hearth extension reinforcing	D	Reinforced to carry its own weight and all imposed loads.	1003.9
Firebox dimensions	E	20-inch minimum firebox depth.	1003.11
		12-inch minimum firebox depth for Rumford fireplaces.	
Thickness of wall of firebox	F	10 inches solid masonry or 8 inches where firebrick lining is used.	1003.5
Distance from top of opening to throat	G	8 inches minimum.	1003.7
Smoke chamber	H	6 inches lined; 8 inches unlined.	1003.8
Wall thickness			Not taller than opening width; walls not inclined more than 45 degrees from vertical for prefabricated smoke chamber linings or 30 degrees from vertical for corbeled masonry.
Dimensions			
Chimney vertical reinforcing ^a	I	Four No. 4 full-length bars for chimney up to 40 inches wide. Add two No. 4 bars for each additional 40 inches or fraction of width, or for each additional flue.	1003.3.1
Chimney horizontal reinforcing ^a	J	1/2-inch ties at each 18 inches, and two ties at each bend in vertical steel.	1003.3.2
Fireplace lintel	K	Noncombustible material with 4-inch load-bearing length of each side of opening.	1003.7
Chimney walls with flue lining	L	4-inch-thick solid masonry with liner.	1001.7;
		1/2-inch grout or airspace between liner and wall.	1001.9
Effective flue area (based on area of fireplace opening and chimney)	M	See Section 1001.12.	1001.12
Clearances	N	2 inches interior, 1 inch exterior.	1001.15
From chimney			1003.12
From fireplace			1003.13
Combustible trim or materials			1001.6
Above roof		3 feet above roof penetration, 2 feet above part of structure within 10 feet.	
Anchorage ^a	O	3/16 inch by 1 inch.	1003.4
Strap			
Number			
Embedment into chimney			
Fasten to			
Four joists.			
Bolts		Two 1/2-inch diameter.	
Footing	P	12-inch minimum.	1003.2
Thickness			
Width		6 inches each side of fireplace wall.	

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 square foot = 0.0929 m², 1 degree = 0.01745 rad.

^a Required only in Seismic Zones 3 and 4.

Applicant: Golden Eye Corp

Date: 8/18/03

Address: 132 Hope Ave (Lot #6)

C-B-L: 392-A-6

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

permit Appl # 03-0956

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - Construct New 28' x 36' single family with 2 car garage ^{attached} rear 12' x 14' screened porch

Sewage Disposal - City

Lot Street Frontage - 50' min - 100' shown

Front Yard - 25' min - 75' shown

Rear Yard - 25' min - 235' shown

Side Yard - 14' min req - 15' : 15' shown → chimney of extending 1 foot into set back shall not be more than 2' into set back

Projections - front entry way with porch above - 1' x 4' pt side chimney rear 12' x 14' screened porch

Width of Lot - 80' min - 100' scaled

Height - 35' max - 24' scaled

Lot Area - 10,000^{sq} min 36,179^{sq}

Lot Coverage Impervious Surface - 20% = 7235.8^{sq}

Area per Family - 10,000

Off-street Parking - 2 spc req - 2 car garage shown

Loading Bays - N/A

Site Plan - mmr/min # 2003-0168/

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel 2 - Zone X

28 x 36 =	1008 ^{sq}
12 x 14 =	168 ^{sq}
8 x 20 =	160 ^{sq}
24 x 24 =	576 ^{sq}
6 x 8 =	48
1 x 4 =	4

OK

2008^{sq}

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.

*used for
Zoning
0/18/03*

Design: DER	Date: 7/31/03
Draft: SCB	Job No.: 830
Checked: AMP	Scale: NTS
File Name: 759-sp.dwg	

	Traffic and Civil Engineering Services
	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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**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
DRC Copy**

2003-0168
Application I. D. Number

Goldeneys Corp
Applicant
286 Falmouth Rd , Falmouth , ME 04105
Applicant's Mailing Address

08/06/2003
Application Date
132 Hope Ave. (lot #6)
Project Name/Description

Consultant/Agent
Applicant Ph: (207) 879-2217 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

132 - 132 Hope Ave , Portland, Maine
Address of Proposed Site
392 A006001
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) _____

2680 sq. Ft. **36,179 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 Plan **\$50.00** Subdivision _____ Engineer Review **\$250.00** Date **08/12/2003**

Status:

Reviewer **Jay Reynolds**

- Approved Denied

Approval Expiration **08/14/2004** Extension to _____ Additional Sheets Attached

Condition Compliance **Jay Reynolds** **08/14/2003**
signature date

Performance Guarantee Required* Not Required

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

- Performance Guarantee Accepted _____ date _____ amount _____ expiration date
- Inspection Fee Paid _____ date _____ amount _____
- Building Permit Issue _____ date _____
- Performance Guarantee Reduced _____ date _____ remaining balance _____ signature _____
- Temporary Certificate of Occupancy _____ date Conditions (See Attached) _____ expiration date
- Final Inspection _____ date _____ signature _____
- Certificate Of Occupancy _____ date _____
- Performance Guarantee Released _____ date _____ signature _____
- Defect Guarantee Submitted _____ submitted date _____ amount _____ expiration date
- Defect Guarantee Released _____ date _____ signature _____

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

2003-0168

Application I. D. Number

08/08/2003

Application Date

132 Hope Ave. (lot #6)

Project Name/Description

Goldeneye Corp

Applicant

286 Falmouth Rd , Falmouth , ME 04105

Applicant's Mailing Address

Consultant/Agent

Applicant Ph: (207) 879-2217 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

132 - 132 Hope Ave , Portland, Maine

Address of Proposed Site

392 A006001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 Erosion and Sedimentation control shall be established prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines.
- 2 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.
- 3 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.
- 4 Your new street address is now #132 HOPE AVENUE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5 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.
- 6 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.
- 7 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.
- 8 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

2003 0168 03 0936

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: ¹³² Lot 6 Hope Ave., Presumpscott River Place		
Total Square Footage of Proposed Structure Found. = 1744 SF / Living = 2680 SF	Square Footage of Lot 36179	IN
Tax Assessor's Chart, Block & Lot Chart# 392 Block# A Lot# 6	Owner: Vesta Corp.	Telephone: 879-2217 329-7300
Lessee/Buyer's Name (if Applicable) N/A	Applicant name, address & telephone: Vesta Corp. P.O. Box 1464, Portland, ME 04104	Cost Of Work: \$ 162,000 Fee: \$ Bldg. Fee 1461.0 Site 300.0 Copy 150.0 TOTAL \$ 1896.0
Current use: Land		
If the location is currently vacant, what was prior use: new land		
Approximately how long has it been vacant: always		
Proposed use: Single family residence 28' x 36'		
Project description: To build a new single family residence w/ 2 car garage 24' x 24' 2 car		
Contractor's name, address & telephone: Vesta Corp. 879-2217 - 329-7300		
Who should we contact when the permit is ready: Mike / Maria DiMillo		
Mailing address: P.O. Box 1464 Portland, ME 04104		
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: 879-2217		

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 authorizes the proposed work 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: Michael A. DiMillo Date: 8/5/03
President, Vesta Corp.

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 4th floor of City Hall

STATUTORY WARRANTY DEED

*Purchased
8/5/03*

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

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

VESTA CORPORATION, a Maine Corporation with a mailing address of P.O. Box 1464, Portland, Maine 04104

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 6 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. Depending on the elevation of the lowest plumbing fixture, a private pump station may be required as more specifically set forth in Paragraph 12 of said Notes.

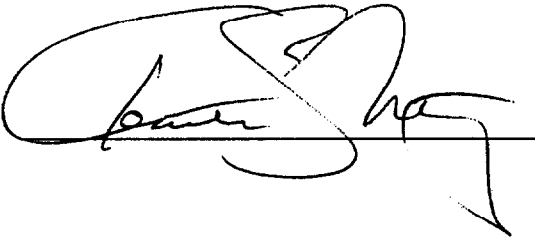
3. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29, 1955 and recorded at said Registry of Deeds in Book 2276, Page 277.
4. Such State of Facts as set forth or depicted on plan showing Plan of Property for Robert Adam dated August 1978 and recorded at said Registry of Deeds in Plan Book 125, Pages 45 and 46.
5. A ten (10) foot and thirty (30) foot pedestrian easement as shown on said Plan recorded in Plan Book 202, Page 650.
6. A culvert and drainage easement deed from Goldeneye Corp. to the City of Portland, to be recorded at said Registry of Deeds, relating to said easements as shown on Plan recorded in Plan Book 202, Page 650, and any amendments thereto.
7. 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 64 (incorrectly referred to as 94 in previous deed) together with the requirement that all future conveyances shall include reference to this permit.
8. 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.
9. The owner of Lot 6, being the lot herein conveyed, shall retain either a licensed civil engineer or landscape architect to assist in design of the improvements of this lot. The owner of this lot shall also retain that professional to provide construction phase services including, but not limited to, periodic site inspection for adherence to all required erosion and sedimentation control measures and to address any changes in field conditions which require modification to the design of the lot improvements. The minimum site inspection requirements are set forth in Note 5 on said Plan to which reference is hereby made for a more specific description. The professional (civil engineer or landscape architect) shall provide a written statement to the Portland Planning Authority upon completion of construction of lot improvements affirming that the work is in substantial conformance to the approved plans and that all conditions of approval have been satisfied.


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 Grantee herein by its acceptance of this deed hereby assumes and agrees 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 5th day of AUGUST, 2003.

GOLDENEYE CORP.




By: 
Its Treasurer, Lloyd B. Wolf

STATE OF MAINE
CUMBERLAND, SS.

AUGUST 5, 2003

Then personally appeared the above-named LLOYD B. WOLF, Treasurer 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,


Attorney at Law/Notary Public

KENNETH E. SNITGER
MAINE ATTORNEY AT LAW

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT made and entered into this July 12, 2003, by and between Goldeneye Corp. with an office in Westbrook, Maine ("Seller") and The Vesta Corporation ("Buyer").

WITNESSETH AS FOLLOWS:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth certain real estate, at Lot #6, as shown on a Plan of Presumpscot River Place Phase 3, Portland, Maine, (the "Premise"), which Plan was approved by the City of Portland Planning Board on January 22, 2002.

2. PURCHASE PRICE. Subject to any adjustments and pro-rations hereinafter described, Buyer agrees to pay for the Premises the sum of One Hundred Thirty Nine Thousand Two Hundred Dollars (\$139,200) payable as follows:

(a) The sum of One Thousand Dollars (\$1,000.00), (the "Deposit"), has been deposited with Goldeneye Corp. and shall be credited towards the purchase price at the closing.

(b) The balance of One Hundred Thirty Eight Thousand Two Hundred Dollars (\$138,200) shall be paid to Seller in immediately available funds by certified check or checks at closing.

3. TITLE. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens and encumbrances except customary utility easements including the CMP power line right of way of record which do not adversely affect the use of the Premises as currently improved for residential purposes. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed sixty (60) days, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, or in the event that Seller elects not to remedy same, then the Deposit shall be returned to Buyer and this Agreement will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist.

4. CLOSING. The closing of this transaction shall take place On August 1, 2003 at a time and place that the Buyer and the Seller shall mutually agree in advance. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Warranty Deed to the Premises with full Warranty Covenants in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq. (the "Deed").

5. RISK OF LOSS, DAMAGE AND INSURANCE.

(a) All risk of loss to the Premises prior to the closing shall be borne by Seller, except and unless the loss was caused by Buyer.

(b) In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or substantially damaged, Buyer may either (i) terminate this Agreement and receive back the Deposit, or (ii) accept any insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same and without reduction in the Purchase Price.

6. INSPECTION. Buyer may enter onto the Premises at reasonable times designated by Seller prior to the closing in order to inspect the Premises, conduct surveys and engineering studies and to do such things as are reasonably necessary with respect to its acquisition of the Premises. Buyer agrees to provide copies of all such surveys, studies and inspections to Seller and not to disclose the results thereof to any third party except to prospective lenders and except as may be required by applicable law. Buyer agrees to and does hereby indemnify and hold harmless Seller against any loss, cost, damage, claims or expense which may arise from its or its agents', employees' or contractors' activities at the Premises.

7. POSSESSION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity, except as stated above.

8. REPRESENTATIONS OF SELLER. Seller represents to Buyer the following:

(b) Seller has not received any notices of any violation at the Premises of any applicable laws, ordinances or regulations.

(d) Buyer acknowledges that except as specifically set forth in this paragraph, Seller makes and has made no covenant, representation or warranty as to the suitability of the Premises for any purpose whatsoever or as to the physical condition of the Premises. In particular and without limitation, Seller makes and has made no representation as to the presence or absence of any hazardous, toxic or special, waste, substance or material in, on, under or about the Premises. Buyer acknowledges that in determining the suitability of the Premises for any purpose and with respect to the presence or absence of any of the aforementioned substances, Buyer will be relying solely on investigations conducted by it, its employees, agents or subcontractors.

9. DEFAULT AND REMEDIES. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the Deposit and employ all available legal and equitable remedies, including an action for specific performance. By executing this Purchase and Sale Agreement the Buyer agrees to purchase the lot.

10. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of Buyer to close is subject to the satisfaction at or before the closing of all of the following conditions:

11. BUYER AGREES TO THE FOLLOWING CONDITIONS. The Buyer agrees that:

- a. The Premise is subject to the conditions of the approved recording Plat;
- b. The Premise is subject to the Declaration of Restrictions to be recorded at the Cumberland County Registry of Deeds;
- c. Any structure that is to be built on the Premises must be approved by the Seller and/or his agent. No structure shall be erected on the Premises except one detached single family, residential dwelling of not more than two and one-half stories in height, and containing not less than 2000 square feet of enclosed space above the foundation, excluding garages and open porches, except in instances when the Seller shall give prior permission to the contrary in writing. All homes shall be required to include an attached garage containing not less than two bays.;
- d. There shall be no house trailer, business or commercial vehicle or vehicles of similar nature shall be brought upon, or maintained or be permitted to remain on the Premise except a business vehicle normally used by a lot owner in his or her occupation. No unregistered or inoperable motor vehicles or trailers of any nature may be kept upon the Premise unless such vehicle is stored in a garage or other enclosed structure. No tractor trailers may be kept on the Premise. No motor homes, boats, house trailers, recreational vehicles, camping trailers or similar vehicles shall be permitted or maintained on any lot, unless the same are stored completely within a garage.
- e. No livestock, animals or poultry, other than dogs and cats shall be kept, maintained or allowed on the Premise.
- f. The Buyer agrees to commence construction within two years from the date of closing. If the Buyer fails to commence construction within one year, the Seller shall have the option to purchase the lot at the above-mentioned contract price. If the Buyer wishes to sell the unimproved lot (no house), Buyer and his heirs and assigns agrees to first offer the lot to the developers at the price that the Buyer paid the Seller for the Lot. The Seller shall have 14 days to exercise the option to purchase the Lot.
- g. The Buyer agrees not to contest any future residential projects that the Seller and his partners propose on land adjacent to Presumpscot River Place IV.

The above-mentioned conditions shall survive the closing.

12. **BROKERAGE**. Seller and Buyer represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim.

13. **ADJUSTMENTS, PRO-RATIONS AND CLOSING COSTS.**

(a) Real estate taxes shall be prorated as of the closing.

(b) The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.

(c) The recording fee for the deed of conveyance will be paid by Buyer.

(d) A portion of the purchase price shall be withheld at the closing by Buyer if required by 36 M.R.S.A. § 5250-A.

14. **GENERAL PROVISIONS.** This instrument may be executed in multiple originals and is to be construed under the laws of Maine. The use of the masculine gender shall include the feminine and neuter where appropriate. If two or more persons are named herein as Buyer, their obligations hereunder shall be joint and several. Time is of the essence of this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Robert L. Adam
 Goldeneye Corp.
 662 East Bridge Street
 Westbrook, ME 04092

WITH A COPY TO: Alan E. Wolf, Esq.
 P.O. Box 1292
 Portland, Maine 04104

TO BUYER:

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof. This Agreement sets forth the entire agreement between the parties and there are no other representations, agreements or understandings with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first above written.

SELLER:

Goldeneye Corp

By Robert L. Coda
Its President

Witness

Witness

Michael A. De Veeb
BUYER: President Vesta Corp

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or ~~874-8699~~ to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initialzing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

JB Pre-construction Meeting: Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

- Footing/Building Location Inspections: Prior to pouring concrete
- NA Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]
Signature of applicant/designee

Date

[Signature]
Signature of Inspections Official

Date

CBL: 392-A-6 Building Permit #: 03 0956

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING PERMIT

PERMIT ISSUED
Permit Number: 030956
AUG 27 2003

This is to certify that Goldeneve Corp /Vesta Corp
has permission to Build New 28' x 36' Single Family with 2 x 24' car garage
AT 132 Hope Ave (lot#6) **CITY OF PORTLAND**
L 392 A006001

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

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

Notification of inspection must be given and work on permit must be completed before this building or part thereof is occupied or closed-in.
48 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

Janice Bouke 8/27/03
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD