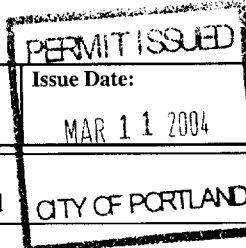


City of Portland, Maine - Building or Use Permit Application

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

| | | |
|-----------------------|----------------------------|---------------------|
| Permit No: 04-0173 | Issue Date: MAR 11 2004 | CBL: 392 A010001 |
|-----------------------|----------------------------|---------------------|



| | | | |
|--|---|---|----------------------|
| Location of Construction: 182 Hope Ave (LT #10) | Owner Name: Goldeneye Corp | Owner Address: 286 Falmouth Rd CITY OF PORTLAND | Phone: |
| Business Name: n/a | Contractor Name: The Vista Corporation | Contractor Address: PO Box 1464 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 home with 24' x 24' attached two car garage. | Permit Fee: \$1,716.00 | Cost of Work: \$180,000.00 | CEO District: 5 |
|---------------------|---|---------------------------|-------------------------------|--------------------|

| | |
|--|---|
| FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied | INSPECTION: Use Group: R3 Type: SB BOLA 1999 Signature: JMB 3/11/04 |
|--|---|

Proposed Project Description:
Build new 28' x 36' single family home with 24' x 24' attached two car garage.

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)

Action: Approved Approved w/Conditions Denied

Signature: _____ Date: _____

| | | |
|------------------------|---------------------------------|------------------------|
| Permit Taken By: gg | Date Applied For: 02/26/2004 | Zoning Approval |
|------------------------|---------------------------------|------------------------|

| | | | |
|---|--|--|--|
| <ol style="list-style-type: none"> 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.. | Special Zone or Reviews <input type="checkbox"/> Shorcland N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone panel 2 <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan #2004-0032 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> ok with conditions Date: 3/8/04 | Zoning Appeal <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 | Historic Preservation <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: _____ |
|---|--|--|--|

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: 04-0173 | Date Applied For: 02/26/2004 | CBL: 392 A010001 |
|------------------------------|--|----------------------------|

| | | | |
|--|--|--|--------------------------------|
| Location of Construction: 182 Hope Ave | Owner Name: Goldeneye Corp | Owner Address: 286 Falmouth Rd | Phone: |
| Business Name: n/a | Contractor Name: The Vista Corporation | Contractor Address: PO Box 1464 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 home with 24' x 24' attached two car garage. | Proposed Project Description: Build new 28' x 36' single family home with 24' x 24' attached two car garage. |
|--|--|

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 03/08/2004**Note:** lot #10 -**Ok to Issue:**

- 1) NO DAYLIGHT BASEMENT is being shown. NO DAYLIGHT BASEMENT is approved with this permit.
- 2) 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 driveway.
- 3) Separate permits shall be required for future decks, sheds, pools, and/or garages. Rear deck/screened porch 12' x 14' shown & approved.
- 4) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 5) "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.
- 6) 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 Portland as well as Falmouth.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 03/10/2004**Note:****Ok to Issue:**

- 1) Chimney disclosure must be completed and submitted to this office prior to the issuance of the CO
- 2) If the screen porch is more than 30" above grade, guardrail protection must be installed @ 34" to 38" and meet the horizontal load of 50lbs per lineal foot.
- 3) Separate permits are required for any electrical or plumbing work.
- 4) Application approval based upon information provided by applicant and subsequent notes made on the plans by Mike DiMillo on 3/10/04 in this office. Any deviation from approved plans requires separate review and approval prior to work.

182 Hope Ave 392-A-10

04-0173

| Soil type/Presumptive Load Value (Table 401.4.1) | ? Will check @ excavation for 2000-2500 p.s.f. | |
|---|---|--------------------------|
| Component | Plan Reviewer | Inspection/Date/Findings |
| STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2) | 8" x 1'4" ? pads scaled 3x3 2x 2' x 8" | O/C |
| Foundation Drainage Dampproofing (Section 406) | drains both sides seen ? water proofing | O/C |
| Ventilation (Section 409.1) Crawls Space ONLY | 3 windows w/ stairs to garage | OK |
| Anchor Bolts/Straps (Section 403.1.4) | 1/2" x 12" @ 48" o.c. / 12" corners | O/C |
| Lally Column Type, Spacing and footing sizes (Table 502.3.4(2)) | 3 1/2" concrete | OK |
| Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2)) | (3) 2x12 (3) 1 3/4 x 9 1/4 LVL | ALL LVL'S OK |
| (Table 502.3.4(2)) | 8'0 6'6" 6'3 max allowed | |
| Sill/Band Joist Type & Dimesions | 2x6 PT 2x10 | OK |
| First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1)) | 2x10 16 o.c. | OK |
| Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1)) | 2x10 @ 16 o.c. | OK |

| | | |
|---|--|--------------------------------|
| Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1)) | 2x8 @ 16 o.c. 2x6 collar tr @ 16 o.c. | OK |
| Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7)) | 3 1/2" x 9 1/4" PSL Valleys 3 1/2" x 11 1/4" Ridge Beam garage 2x10 Rafters 8:12 | OK |
| Sheathing; Floor, Wall and roof (Table 503.2.1(1)) | BOCA 99 2305.2 | OK |
| Fastener Schedule (Table 602.3(1) & (2)) | 3/4" + 4G, 1/2" Ply, 5/8" Ply | OK |
| Private Garage Section 309 and Section 407 1999 BOCA) Living Space ? (Above or beside) | Steel = W 12 x 35 or W 14 x 30 | |
| Fire separation | ? 4" sill on bulkhead | OK |
| Fire rating of doors to living space Door Sill elevation (407.5 BOCA) | ? 3/8" walls & ceilings 45 min. min door | OK OK |
| Egress Windows (Section 310) | ? 40-60 paradigm Egress | OK |
| Roof Covering (Chapter 9) | Asphalt | OK |
| Safety Glazing (Section 308) | ? 2nd FL BATH | Both tempered OK |
| Attic Access (BOCA 1211.1) | ? 22x30 in bedroom | OK |
| Draft Stopping around chimney | ? 1/2" space | 1" ext wall 2" @ Framing OK |

| | | |
|---|--|----|
| Header Schedule | bearing INT: 2-2x10 bearing EXT: (3) 2x12 w/3 jacks | |
| Type of Heating System | ? FHW OIL | |
| Stairs | 4 | |
| Number of Stairways | | |
| Interior 3 | Max 7 3/4" | |
| Exterior 1 | 10" MIN. | |
| Treads and Risers (Section 314) | | |
| Width | min. 36 | |
| Headroom | 6'8" | |
| Guardrails and Handrails (Section 315) | 36" ATYP. HR = 34"-38" on walls | |
| Smoke Detectors Location and type/Interconnected | > 1 per Bdr room 1 per Floor Battery B-up/Interconnected | OK |
| Plan Reviewer Signature | | |

See Chimney Summary Checklist Disclosure Issued

Screen Porch Beam's (3) 2x10 / bearing Roof (3) 1 3/4" x 9 1/4" LVL'S OK

3-10" Sona OK JOISTS 2x10 16 O.C. OK

Headers (2) 2x8 OK

Rafters 2x8 ceiling joist 2x8 OK

? Ht off grade less than 30" OK

**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 | Wall thickness | 6 inches lined; 8 inches unlined. | 1003.8 |
| Dimensions | | 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. | 1003.8.1 | |
| 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 | $\frac{1}{4}$ -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; | |
| | | $\frac{1}{2}$ -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 | From chimney | 2 inches interior, 1 inch exterior. | 1001.15 |
| From fireplace | | 2 inches front, back or sides. | 1003.12 | |
| Combustible trim or materials | | 6 inches from opening. | 1003.13 | |
| Above roof | | 3 feet above roof penetration, 2 feet above part of structure within 10 feet. | 1001.6 | |
| Anchorage ^a | O | Strap | $\frac{3}{16}$ inch by 1 inch. | 1003.4 |
| Number | | Two. | | |
| Embedment into chimney | | 12 inches hooked around outer bar with 6-inch extension. | | |
| Fasten to | | Four joists. | | |
| Bolts | | Two $\frac{1}{2}$ -inch diameter. | | |
| Footing | P | Thickness | 12-inch minimum. | 1003.2 |
| 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.

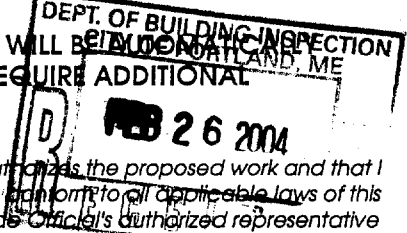
^a Required only in Seismic Zones 3 and 4.

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>Lot 10 Hope Avenue</u> | | | |
| Total Square Footage of Proposed Structure <u>Foundation 1744 SF / Living Space 2680</u> | | Square Footage of Lot <u>1.35 Acres</u> | |
| Tax Assessor's Chart, Block & Lot Chart# <u>392</u> Block# <u>A</u> Lot# <u>10</u> | | Owner <u>The Vesta Corp</u> | Telephone: <u>879-2217</u> <u>232-8050</u> |
| Lessee/Buyer's Name (If Applicable) <u>n/a</u> | | Applicant name, address & telephone: <u>879-2217</u> <u>The Vesta Corporation</u> <u>P.O. Box 1464, Portland</u> <u>04104</u> | Cost Of Work: \$ <u>180,000</u> Fee: \$ <u>Bldg Fee 1641.00</u> <u>City 300.00</u> |
| Current use: <u>land</u> | | If the location is currently vacant, what was prior use: <u>Raw land</u> | |
| Approximately how long has it been vacant: <u>always</u> | | Proposed use: <u>Single family Residence 28' x 36</u> | |
| Project description: <u>to build new single family residence w/ attached 2 Car garage</u> | | Contractor's name, address & telephone: <u>The Vesta Corp. / Mike DiMillo</u> <u>P.O. Box 1464 Portland, Me 04104</u> <u>879-2217 / 232-8050</u> | |
| Who should we contact when the permit is ready: <u>Mike/Maria DiMillo</u> | | Mailing address: <u>P.O. Box 1464, Portland, Me 04104</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>879-2217</u> <u>232-8050</u> | | | |

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE 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 me to make this application as his/her authorized agent. I agree to comply with 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: [Signature] Date: 2/24/04

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

Applicant: The Vesta Corp

Date: 3/8/04

Address: 182 Hope Ave (lot #10)

C-B-L: 392-A-010

CHECK-LIST AGAINST ZONING ORDINANCE

#04-0173

Date - New Dev.

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work -

Sewage Disposal - City

Lot Street Frontage - 50' min - 90' shown

Front Yard - 25' min - 46' scaled to front entry

Rear Yard - 25' min - 231' scaled

Side Yard - 14' min - 22' + 17' shown

Projections - rear deck/porch 12' x 14' - front entry 6' x 8' - 8' x 24' between house & garage

Width of Lot - 80' min - 218 3'

Height - 35' max - 24' scaled

Lot Area - 10,000 sq ft min - 58,903 sq ft given

Lot Coverage/Impervious Surface - 20% MAX or 11,780.6 sq ft MAX

Area per Family - 10,000 sq ft min

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

Loading Bays - N/A

Site Plan - minor/minor 2004-0032

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 2 - Zoned

| | | |
|---------------------------------|---|------|
| 28 x 36 | = | 1008 |
| 24 x 24 | = | 576 |
| rear deck 12 x 14 | = | 168 |
| front entry 6 x 8 | = | 48 |
| between house & garage 8' x 24' | = | 192 |

1992 sq ft

No Daylight basement shown

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: PDO | Date: FEB 2004 |
| Draft: LAN | Job No.: 933 |
| Checked: AMP | Scale: NTS |
| File Name: 98089-ALL-LOTS.dwg | |

| |
|---|
|  <i>Traffic and Civil Engineering Services</i> |
| |

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

| |
|------------------------|
| Figure No. 1 |
|------------------------|

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

2004-0032

Application I. D. Number

02/26/2004

Application Date

Hope Ave Lot #10

Project Name/Description

Goldeneye Corp

Applicant

286 Falmouth Rd , Falmouth , ME 04105

Applicant's Mailing Address

182 - 182 Hope Ave Lot #10, Portland, Maine

Address of Proposed Site

392 A010001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph:

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) _____

1744 sq. Ft.

1.35 acres

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 \$250.00 Subdivision _____ Engineer Review \$50.00 Date 03/02/2004

Status:

Reviewer Jay Reynolds

- Approved Denied

Approval Date 03/11/2004 Approval Expiration 03/11/2005 Extension to _____ Additional Sheets Attached

Condition Compliance Jay Reynolds 03/11/2004
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**

2004-0032

Application I. D. Number

02/26/2004

Application Date

Hope Ave Lot #10

Project Name/Description

Goldeneye Corp

Applicant

286 Falmouth Rd , Falmouth , ME 04105

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

182 - 182 Hope Ave Lot #10, Portland, Maine

Address of Proposed Site

392 A010001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 The Finish Floor Elevation shall be verified and reported to the Development Review Coordinator prior to pouring the foundation walls.
- 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 #182 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 Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 7 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.

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

2004-0032

Application I. D. Number

2/26/2004

Application Date

Hope Ave Lot #10

Project Name/Description

Goldeneye Corp

Applicant

286 Falmouth Rd , Falmouth , ME 04105

Applicant's Mailing Address

182 - 182 Hope Ave Lot #10, Portland, Maine

Address of Proposed Site

392 A010001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent Ph:

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) _____

1744 sq. Ft.

1.35 acres

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 Pla **\$250.00** Subdivision _____ Engineer Review **\$50.00** Date **3/2/2004**

Building 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 | |

PURCHASE AND SALE AGREEMENT - LAND ONLY

JANUARY 12 2004

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

1. PARTIES: This Agreement is made between The Yeata Corporation (hereinafter called "Buyer") and Goldeneye Corporation (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of); If "part of" see paragraph 22 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at Box 10 Presumpscott River Place III and described in deed(s) recorded at said County's Registry of Deeds Book(s): 18262/18836 Page(s) 150/ 57

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 144,000.00 of which DEPOSIT \$ 1,000.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid BALANCE DUE \$ 143,000.00

The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY ACCEPTANCE: Goldeneye Corporation ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until January 25, 2004 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. 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 April 7, 2004 (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 30 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. DEED: 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 continued current 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. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) none. 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 required by State of Maine.

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

11. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Rev. 2004 Page 1 of 4 - P&S-LO Buyer(s) Initials me Seller(s) Initials W

12. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- a. This Agreement is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.
 - b. 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. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
 - c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
 - d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
 - e. After (b) and (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the loan commitment. 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.
 - f. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward Buyer's pre-pays, points and/or closing costs.
 - g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No
 - h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

13. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

_____ of _____ is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

_____ of _____ is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and 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. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first 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. Earnest money disputes are subject to release options in lease law and the default clause contained herein.

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 all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the absence of signed releases, earnest money deposit disputes will be submitted to small claims court if the dispute meets the criteria for being handled by that jurisdiction.

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

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

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

19. ADDENDA: Yes Explain: _____ No

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. Except as expressly set forth to the contrary, 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 lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

Page 3 of 4 - P&S-LO Buyer(s) Initials _____ Seller(s) Initials _____

Agent makes no warranties regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

| CONTINGENCY | YES | NO | DAYS FOR COMPLETION | OBTAINED BY | TO BE PAID FOR BY |
|---|--------------------------|-------------------------------------|---------------------|-------------|-------------------|
| 1. SURVEY Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 2. SOILS TEST Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 3. SEPTIC SYSTEM DESIGN Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 4. LOCAL PERMITS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 5. HAZARDOUS WASTE REPORTS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 6. UTILITIES Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 7. WATER Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 8. SUB-DIVISION APPROVAL Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 9. DEP/LURC APPROVALS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 10. ZONING VARIANCE Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 11. MDOT DRIVEWAY ENTRANCE PERMIT Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 12. DEED RESTRICTION Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 13. TAX EXEMPT STATUS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 14. OTHER Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |

Further specifications regarding any of the above:

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 to full resolution 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.

22. OTHER CONDITIONS:

A copy of this Agreement is to be received by all parties 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.

[Signature]
BUYER The Vesta Corporation

01-0321610
SS# OR TAXPAYER ID#

BUYER

SS# OR TAXPAYER ID#

Buyer's Mailing address is P.O. Box 1464, Portland, ME 04104

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.

Seller's Mailing address is 662 East Bridge Street, Westbrook, ME 04092

[Signature] 1/14/04
SELLER Golden Corporation DATE

SS# OR TAXPAYER ID#

SELLER DATE

SS# OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____

SELLER

SELLER

COUNTER-OFFER: Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER DATE

SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE

BUYER DATE

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

*Deed
Attached*

Exhibit A - Property Description

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 10 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.

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18262 / 159

202-650

STATUTORY WARRANTY DEED

WE, ROBERT L. ADAM, of Falmouth and LLOYD B. WOLF, of Portland, and both in the County of Cumberland and State of Maine

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

GOLDENEYE CORP., a Maine corporation with a principal place of business at 286 Falmouth Road, Falmouth, Maine 04105

A certain lot or parcel of land lying northeasterly of the terminus of Curtis Road, in the City of Portland and the Town of Falmouth, County of Cumberland, State of Maine, bounded and described as follows:

BEGINNING at the northerly corner of Lot 20 as shown a plan of Presumpscot River Place II recorded in the Cumberland County Registry of Deeds in Plan Book 149, Page 64. Thence: (1) N 57° 54' 07" W by the northerly terminus of said Curtis Road a distance of Sixty and 00/100 (60.00) feet to a point; thence by land of the grantor the following courses and distances: (2) N 32° 05' 53" E a distance of One Hundred Eighty-Nine and 71/100 (189.71) feet to a point; (3) N 55° 00' 00" W a distance of Twenty-Four and 82/100 (24.82) feet to a point of curvature; (4) Northwesterly, following a curve to the right having a radius of Four Hundred Eighty and 00/100 (480.00) feet, an arc distance of Fifty-Four and 43/100 (54.43) feet to a point; (5) S 42° 03' 55" W a distance of Two Hundred Forty-One and 59/100 (241.59) feet to a point of curvature; (6) Southwesterly, following a curve to the right having a radius of One Hundred Forty-Five and 00/100 (145.00) feet, an arc distance of Fifty-Seven and 71/100 (57.71) feet to a point of tangency; (7) S 64° 52' 06" W a distance of Fifty-Seven and 19/100 (57.19) feet to a point and land now of formerly of the City of Portland as shown, on a plan of Presumpscot River Place recorded in said Registry in Plan Book 141, Page 42; (8) N 25° 03' 20" W by said City of Portland and a reserved right of way as shown on said plan a distance of Forty-Seven and 30/100 (47.30) feet to a point; (9) N 57° 54' 24" W by said right of way and Lot 9 as shown on said plan, also by Lots 57 through 60 and the northeasterly terminus of Pamela Street as shown on a plan of Crest View Acres Section 5 recorded in Registry in Plan Book 81, Page 23 a distance of Eight Hundred Ninety-Two and 70/100 (892.70) feet to a point and land now or formerly of Donald S. Hornblower and Amy B. Hornblower as

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described in a deed recorded in said Registry in Book 14336, Page 319; (10) N 30° 14' 44" E by said land of Hornblower and land now or formerly of James G. Somma and Constance Somma as described in a deed recorded in said Registry in Book 6230, Page 051 a distance of One Hundred Forty and 95/100 (140.95) feet to stone monument on the Town Line between the Town of Falmouth and the City of Portland; (11) N 31° 28' 15" E by said Town Line a distance of One Hundred Seventy-Two and 54/100 (172.54) feet to a point; thence by land of the grantor the following courses and distances: (12) N 55° 52' 57" W a distance of Three Hundred Forty-Six and 67/100 (346.67) feet to a point; (13) S 30° 40' 13" W a distance of Thirty-Five and 00/100 (35.00) feet to a point; (14) N 59° 19' 47" W a distance of Fifty and 00/100 (50.00) feet to a point; (15) N 30° 40' 13" E a distance of Thirty-Four and 36/100 (34.36) feet to a point; (16) Southwesterly, following a curve to the left having a radius of One Hundred Seventy-Five and 00/100 (175.00) feet, an arc distance of Two Hundred Forty-Two and 65/100 (242.65) feet to a point said point lying S 71° 44' 30" W a distance of Two Hundred Twenty-Three and 67/100 (223.67) feet from the last mentioned point; (17) S 32° 01' 10" W a distance of Fifteen and 22/100 (15.22) feet to the northeasterly terminus of Hope Lane as shown on a plan of Alice Street Subdivision recorded in said Registry in Plan Book 196, Page 319; (18) N 57° 58' 50" W by said Hope Lane a distance of Fifty and 00/100 (50.00) feet to the easterly corner of Lot 8 as shown on said plan; thence by land of the grantor the following courses and distances: (19) N 32° 01' 10" E a distance of Fifteen and 64/100 (15.64) feet to a point of curvature; (20) Easterly, by land of said grantor and the City of Portland as described in a deed recorded in said Registry in Book 17463, Page 276, following a curve to the right having a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, an arc distance of Three Hundred Sixty-One and 67/100 (361.67) feet to a point of tangency; (21) S 55° 52' 57" E a distance of Three Hundred Fifty-Five and 90/100 (355.90) feet to the said Town Line; (22) N 31° 28' 15" E by said Town Line a distance of Six Hundred Eighty-Three and 58/100 (683.58) feet to the westerly corner of said land of the City of Portland; thence by said land of the City of Portland the following courses and distances: (23) S 29° 48' 53" E a distance of Two Hundred Seventeen and 71/100 (217.71) feet to a point; (24) S 57° 56' 19" E a distance of Two Hundred and 00/100 (200.00) feet to a point; (25) S 37° 49' 58" E a distance of Five Hundred Thirty-Two and 45/100 (532.45) feet to a point; (26) S 43° 05' 40" E a distance of Three Hundred Eighty and 71/100 (380.71) feet to a point; (27) S 52° 17' 20" E a distance of One Hundred Eight and 53/100 (108.53) feet to a point; (28) S 51° 20' 27" E a distance of One Hundred Ten and 73/100 (110.73) feet to a point; (29) S 62° 28' 43" E a distance of One Hundred Twenty and 38/100 (120.38) feet to a point; (30) S 68° 45' 52" E a distance of One Hundred Fourteen and 03/100 (114.03) feet to a point; (31) S 78° 51' 07" E a distance of One Hundred Sixteen and 88/100 (116.88) feet to a point; (32) S 32° 03' 41" W a distance of One Hundred Seventy-Five and 51/100 (175.51) feet to a point; (33) S 35° 39' 43" W a distance of One Hundred Fifty-Eight and 95/100 (158.95) feet to a point; (34) S 37° 32' 08" W a distance of Fifty and 00/100 (50.00) feet to a

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STATE OF MAINE
CUMBERLAND, SS.

October 17, 2002

Then personally appeared the above-named Robert L. Adams Lloyd B. White
and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Attorney at Law/Notary Public

CHRISTINA A. SILBERMAN
Notary Public, Maine
My Commission Expires September 19, 2008

SEAL

Received
Recorded Register of Deeds
Oct 22, 2002 03:31:17P
Cumberland County
John B. D. Belen

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point, (35) S 32° 05' 53" W a distance of Two Hundred Thirteen and 26/100 (213.26) feet to the northeasterly side of Lot 13 as shown on a plan of Presumpscot River Place II recorded in said Registry in Plan Book 149, Page 64; (36) N 57° 54' 07" W by said Lot 13, Lot 14, and the northeasterly terminus of Overset Road and Lots 16 through 20 as shown on said plan a distance of Six Hundred Twenty-Five and 44/100 (625.44) feet to the point of beginning.

The above described parcel contains 30.95 acres and being a portion of the property described in a deed to Lloyd B. Wolf and Robert L. Adam recorded at the Cumberland County Registry of Deeds in Book 7058, Page 70. Reference is made to deeds from Lloyd B. Wolf to AJS Family Limited Partnership dated June 14, 2001 and recorded at said Registry of Deeds in Book 16418, Pages 245 and 247. Reference is further made a deed from AJS Family Limited Partnership to Lloyd B. Wolf dated December 31, 2001 and recorded at said Registry of Deeds in Book 17176, Page 190. Reference is further made to a deed from AJS Family Limited Partnership to Lloyd B. Wolf by even or recent date herewith and recorded at said Registry of Deeds. Bearings are referenced to true north.

The above described parcel is subject to certain easements granted to the Portland Water District as described in deeds recorded in the Cumberland County Registry of Deeds in Book 2266, Page 303 and Book 2267, Page 257. The above described parcel is also subject to certain easements granted to Central Maine Power Company as described in deeds recorded in the Cumberland County Registry of Deeds in Book 2167, Page 432 and Book 2167, Page 435.

Reference is herein made to a Plan of Property made for Robert Adam by Land Use Consultants, Inc. dated August 1978 and recorded in the Cumberland County Registry of Deeds in Plan Book 125, Page 45 and 46. Reference is further made to a plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" made for Robert Adam and Burt Wolf dated December 4, 2001 as revised, prepared by Titcomb Associates, to be recorded at said Registry of Deeds.

WITNESS our hands this 17th day of October, 2002.

Sally Pierce

Robert L. Adam
Robert L. Adam

Sally Pierce

Lloyd B. Wolf
Lloyd B. Wolf

Doc#: 90923 Bk:18336 Pg: 57

MAINE SHORT FORM WARRANTY DEED
(CONFIRMATION DEED)

THAT I, LLOYD B. WOLF, whose mailing address is P.O. Box 1382, Portland, Maine 04104, FOR CONSIDERATION PAID, hereby grants to GOLDENEYE CORP., a Maine corporation with a mailing address of 286 Falmouth Road, Falmouth, Maine 04105, WITH WARRANTY COVENANTS, my one-half undivided interest in a certain lot or parcel of land located on the southwesterly side of the Presumpscot River, with any buildings and improvements thereon, situated in the City of Portland, County of Cumberland and State of Maine, and being the same premises conveyed to grantor herein by deed from AJS Family Limited Partnership of recent or even date herewith, to be recorded at Cumberland County Registry of Deeds herewith, being more particularly described in Exhibit A annexed hereto and made a part hereof.

EXCEPTING from the herein conveyance a certain lot or parcel of land conveyed from AJS Family Limited Partnership to Lloyd B. Wolf dated December 31, 2001, recorded at Cumberland County Registry of Deeds in Book 17176, Page 190, containing 35.2 acres, which parcel was subsequently conveyed from Lloyd B. Wolf to AJS Family Limited Partnership, by deed dated March 25, 2002, recorded at said Registry of Deeds in Book 17456, Page 23, which parcel was included in the conveyance from AJS Family Limited Partnership et al to the City of Portland by deed dated March 26, 2002, recorded at said Registry of Deeds in Book 17463, Page 276.

Reference is made to a deed from Lloyd B. Wolf, et al. to grantee herein dated October 17, 2002 and recorded at Cumberland County Registry of Deeds in Book 18262, Page 159. The purpose of this deed is to confirm title to the premises herein described in grantee herein.

WITNESS my hand and seal this 5th day of Nov., 2002.



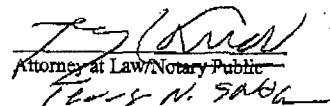

Lloyd B. Wolf

STATE OF MAINE
CUMBERLAND, SS.

Nov. 5th, 2002.

Then personally appeared the above-named LLOYD B. WOLF and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Attorney at Law/Notary Public
LEWIS H. SABU

Doc#: 90921 BK:18368

**CONFIRMATION DEED FROM LLOYD B. WOLF
TO GOLDBECKS CORP.**

APPENDIX A

Beginning at a monument found on the line between the City of Portland and the Town of Falmouth on the southwesterly side of a 125 foot wide Central Maine Power Company easement as shown on "Plan of Property for Robert Adams Portland & Falmouth, Maine Aug. 1978 Revision 11-27-79 Land Use Consultants, Inc." recorded in Plan Book 125 Pages 45 and 46 and also shown on "Recording Plat of Presumpscot River Place Falmouth, Maine Made for Robert Adams & Burt Wolf September 16, 1997 Rev. 3 11-3-97 Owen Haskell, Inc." recorded in Plan Book 198 Page 28.

Thence N 57° 56' 54" W along land now or formerly of Oak Nuts Park 375.00 feet;

Thence S 29° 13' 58" W along land of said Oak Nuts Park 563.34 feet;

Thence N 64° 13' 02" W along land now or formerly of Harold L. Garber 390.10 feet to an iron pipe;

Thence N 75° 59' 32" W along land of said Garber 49.21 feet;

Thence N 73° 40' 38" W along land of said Garber 101.06 feet;

Thence N 16° 19' 22" E a distance of 488.66 feet;

Thence N 73° 35' 44" W a distance of 160.00 feet to an iron pipe;

Thence S 16° 19' 22" W along land now or formerly of Charles H. Hanson 771.16 feet;

Thence N 73° 25' 46" W a distance of 100.23 feet to the easterly sideline of Case Drive;

Thence N 50° 56' 58" W along the end of Case Drive 54.11 feet;

Thence N 63° 00' 46" W a distance of 157.02 feet;

Thence S 26° 59' 14" W a distance of 25.00 feet to an iron pipe;

Thence N 63° 00' 46" W a distance of 80.01 feet to an iron pipe;

Thence N 25° 55' 02" E a distance of 49.82 feet to an iron pipe;

Thence N 62° 58' 44" W a distance of 74.24 feet to an iron pipe;

Thence N 32° 48' 31" E a distance of 67.80 feet;

Thence N 63° 00' 46" W a distance of 85.37 feet;

Thence N 33° 12' 56" E along land now or formerly of Crest View Acres 877.28 feet;

Thence N 57° 54' 23" W along said land of Crest View Acres 741.60 feet;

Thence N 30° 14' 44" E a distance of 140.95 feet to a monument marking an angle in the town line;

Thence N 31° 28' 15" E along the line between the City of Portland and Town of Falmouth 1409.32 feet to a monument shown on said plan by Land Use Consultants, Inc.;

Thence N 31° 28' 15" E along the Falmouth and Portland town line 10 feet more or less to the Presumpscot River;

Thence southerly and southeasterly by the Presumpscot River 2450 feet more or less to the Falmouth and Portland town line and "open space" as shown on said plan by Owen Haskell, Inc.;

Thence S 32° 58' 17" W by "Presumpscot River Place" as shown on said plan by Owen Haskell, Inc. 1410 feet more or less to the point of beginning, containing 84 acres more or less.

All bearings are based on true north. This description is compiled from said Land Use Consultants, Inc. Plan.

Also hereby conveying all rights, easements, privileges, and appurtenances belonging to the above described property.

Received
Recorded Register of Deeds
Nov 05 2004 11:48:34A
Cumberland County
John B. O'Brien

Please call 874-8703 or 874-8693 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 initializing 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 Inspection: 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.

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

[Signature]
Signature of Applicant/Designee

Date 3/11/04

[Signature]
Signature of Inspections Official

Date

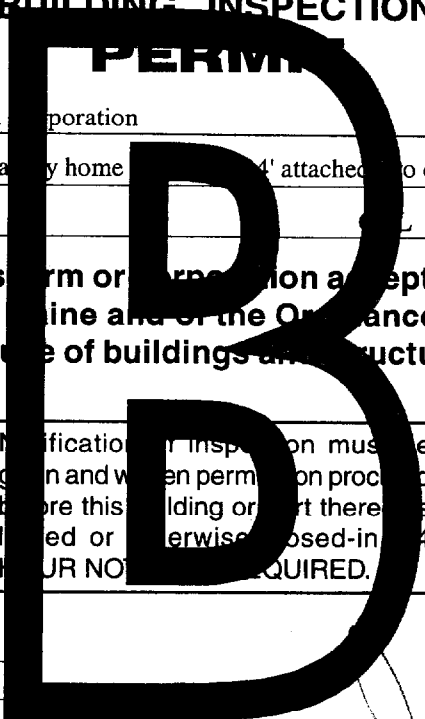
CBL: 392-A-10 Building Permit #: 04-0173 α

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND

PERMIT ISSUED
MAR 11 2004
Permit Number: 040173
CITY OF PORTLAND

Please Read Application And Notes, If Any, Attached

BUILDING INSPECTION PERMIT



This is to certify that Goldeneye Corp /The Vista Corporation

has permission to Build new 28' x 36' single family home with 4' attached to car garage.

AT 182 Hope Ave L 392 A010001

provided that the person or persons who accept 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 when permission is procured before this building or part thereof is occupied or otherwise closed-in. 4 HOUR NOTICE 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

Jeanie Bonke 3/18/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD