

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING INSPECTION

PERMIT

Permit Number: 041487

This is to certify that Rigney Brian T & /Joe Wyse
has permission to 4 bedroom, 2.5 bath, attached car gara
AT 200 Hope Ave Lot #12 392 A012001

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.

1
Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is altered or closed-in. **HEAVY 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

Jamie Bourke 10/29/04
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit

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

Permit No: 04-1487	Date Applied For: 10/04/2004	CBL: 392 A012001
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Location of Construction: 200 Hope Ave Lot #12	Owner Name: Rigney Brian T &	Owner Address: 129 Alice St	Phone:
Business Name:	Contractor Name: Joe Wyse	Contractor Address: 9 Wildflower Lane Portland	Phone (207) 878-2825
Tenant/Ressee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home/ 4 bedroom, 2.5 bath, attached 2 car garage	Proposed Project Description: 4 bedroom, 2.5 bath, attached 2 car garage
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<input checked="" type="checkbox"/>

City of Portland, Maine - Building or Use Permit Application

Permit No: 04-1487		Issue Date:	CBL: 392 A012001
Location of Construction: 200 Hope Ave Lot #12	Owner Name: Rigney Brian T &	Owner Address: 129 Alice St	Phone:
Business Name:	Contractor Name: Joe Wyse	Contractor Address: 9 Wildflower Lane Portland	Phone: 2078782825
Lessee/Buyer's Name	Phone:		Zone: R2
Past Use: Vacant Land	Proposed Use: Single Family Home/ 4 bedroom, 2.5 bath, attached 2 car garage	\$2,409.00 \$256,700.00 5	INSPECTION: Use Group: R3 Type: SB FRC 2003 Signature: AMB 10/29/04
Proposed Project Description: 4 bedroom, 2.5 bath, attached 2 car garage		<input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: _____ PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____	

Permit Taken By: Idobson	Date Applied For: 10/04/2004	Zoning Approval		
1. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	Special Zone or Reviews <input type="checkbox"/> Shoreland N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Panel 2 zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan # 2004-0202 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> ok with condit Date: 10/13/04	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 Date:	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

All Purpose Building Permit Application

If you or the property owner owes real estate & 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>200 Hope Avenue</u>		
Total Square Footage of Proposed Structure	Square Footage of Lot	
Chart# <u>392 A</u>		
Lessee/Buyer's Name (if Applicable) <u>N/A</u>	Applicant name, address & telephone: <u>129 Alice St Portland ME 04103</u>	Cost Of Work: <u>\$256,700</u> Fee: <u>\$2,331.30</u>
Current use: <u>VACANT LAND</u>		
If the location is currently vacant, what was prior use: <u>VACANT LAND</u>		
Approximately how long has it been vacant: <u>OCT 1</u>		
Proposed use: <u>single family home</u>		
Project description: <u>Colonial house w/ 4 bedrooms, 2.5 baths, Attached 2 car garage</u>		
Contractor's name, address & telephone: <u>9 Willflower Lane, Windham ME 04062 T: 843-8557</u>		
Who should we contact when the permit is ready: <u>BRIAN RIGBY</u>		
Mailing address: <u>129 Alice Street Portland ME 04103</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>878-2825</u>		

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

I hereby certify that I am the Owner of record of the named property, or that the owner of record 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: [Signature] | Date: 10/1/01

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

Lot #12 200 Hope Ave #04-1487

392-A-12

Soil type/Presumptive Load Value (Table 401.4.1)	Subdivision	Inspector/Date/Address
STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	10" x 20"	OK
Foundation Drainage Dampproofing (Section 406)	Drains, Asphalt ? Filter	OK per Add.
Ventilation (Section 409.1) Crawls Space ONLY	? Unfinished Sill discuss egress w/ customer	see add OK
Anchor Bolts/Straps (Section 403.1.4)	6' OC 1' corners valley	OK per Add. OK
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	24" x 36" 6'6" ?	OK
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	3- 2x12 - 3 stories	3- 11/2 LV per Add. OK
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	2x6 PT 9 1/4 I Joist 16 O.C.	OK
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	9 1/4 F Joist Gauged 14" F Joist	OK

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	(Finish) 2x10 Floor joists - walk up attic 2x6 ceiling joists 16 o.c.	OK
Roof Rafter: Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	2x10 16 o.c. 10'12	OK
Sheathing: Floor, Wall and roof (Table 503.2.1(1))	3/4 T&G, 7/16 OSB, 1/2" AW.	OK
Fastener Schedule (Table 602.3(1) & (2))	?	per IRC 2003 OK
Private Garage Section 309 and Section 407 1999 BOCA)		
Living Space? (Above or beside)	5/8 ceiling ?	See Add OK
Fire separation	Fire door basement/mudroom	OK
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	3221 ? Marquis	Egress per Joe W. OK
Egress Windows (Section 310)	AB phant	OK
Roof Covering (Chapter 9)	Over whirlpool tubs	OK
Safety Glazing (Section 308)	Full Full stairs	OK
Attic Access (BOCA 1211.1)	?	1" space exterior OK per ADA.
Draft Stopping around chimney		

2

Mud room 3-2x10 @ 8' 2 Floors ? = 3-9'1/4 LVL OK
 ? 8' off/FK
 ? Garage Doors 9' 26' clear span 1FL = 5'1/2 x 9'1/2 LVL OK

Header Schedule	3-2x8 upto 42" 3-2x10 up to 96"	OK	OK
Type of Heating System	FHW Furnace	OK	
Stairs			
Number of Stairways	6	OK	Per <u>Att'd</u>
Interior	4	OK	
Exterior	2	OK	
Treads and Risers (Section 314)	Main 7 5/8 Rise 10" Tread	OK	
Width	3'6" scale d	OK	
Headroom	?	6'8" OK	
Guardrails and Handrails (Section 315)	?	34" handrail OK 36" Guard OK	4" space 4 3/8" stair
Smoke Detectors Location and type/Interconnected	?	OK	per <u>Att'd</u> .
Plan Reviewer Signature			

See Chimney Summary Checklist - enclosed w/ permit

Front Deck Framing - See addendum 10/27/04 OK

ITEM	LETTER	Summary	See Section
Hearth and hearth extension thickness	A	Cinch 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. 12-inch minimum firebox depth for Rumford fireplaces.	1003.11
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. 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
Wall thickness			1003.8.
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	$\frac{1}{4}$ -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	2 inches interior, 1 inch exterior. 2 inches front, back or sides. 6 inches from opening.	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	$\frac{3}{16}$ inch by 1 inch. Two. 12 inches hooked around outer bar with 6-inch extension. Four joists. Two $\frac{1}{2}$ -inch diameter.	1003.4
Strap			
Number			
Embedment into chimney			
Fasten to Bolts			
Footings	P	12-inch minimum. 6 inches minimum of fireplace wall.	1003.2
Thickness			
Width			

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

Required only in Seismic Zones 3 and 4.

J. S. Wyse Builders Inc.

Fine Homebuilders

r. SURVEY: plan by Gorril Palmer Engineers , House shall be located , and lay-out by Titcomb Assoc..

A **FRONT PORCH FRAMING SPECS:**

1. (3) 2x10 P.T. Box Rim
2. 2 x 8 P.T. floor joist 16" O.C.
3. (3) 2x10 main beam for rafters, 4 x 4 posts -as per sauna tubes
4. 2x8 rafters, 16" O.C. , 1/2" roof sheathing, asphalt shingles
5. 2x6 ceiling joist

t. Basement window options for egress will be discussed with owners for any future finishing options, the present plan does not allow for future means of egress.

Thank-you
Joseph S. Wyse



Cell phone- 650-1639
Office / fax- 893-0857

OCT 27 2004

OCT 27 2004

2 of 3

J.S. Wyse Builders Inc

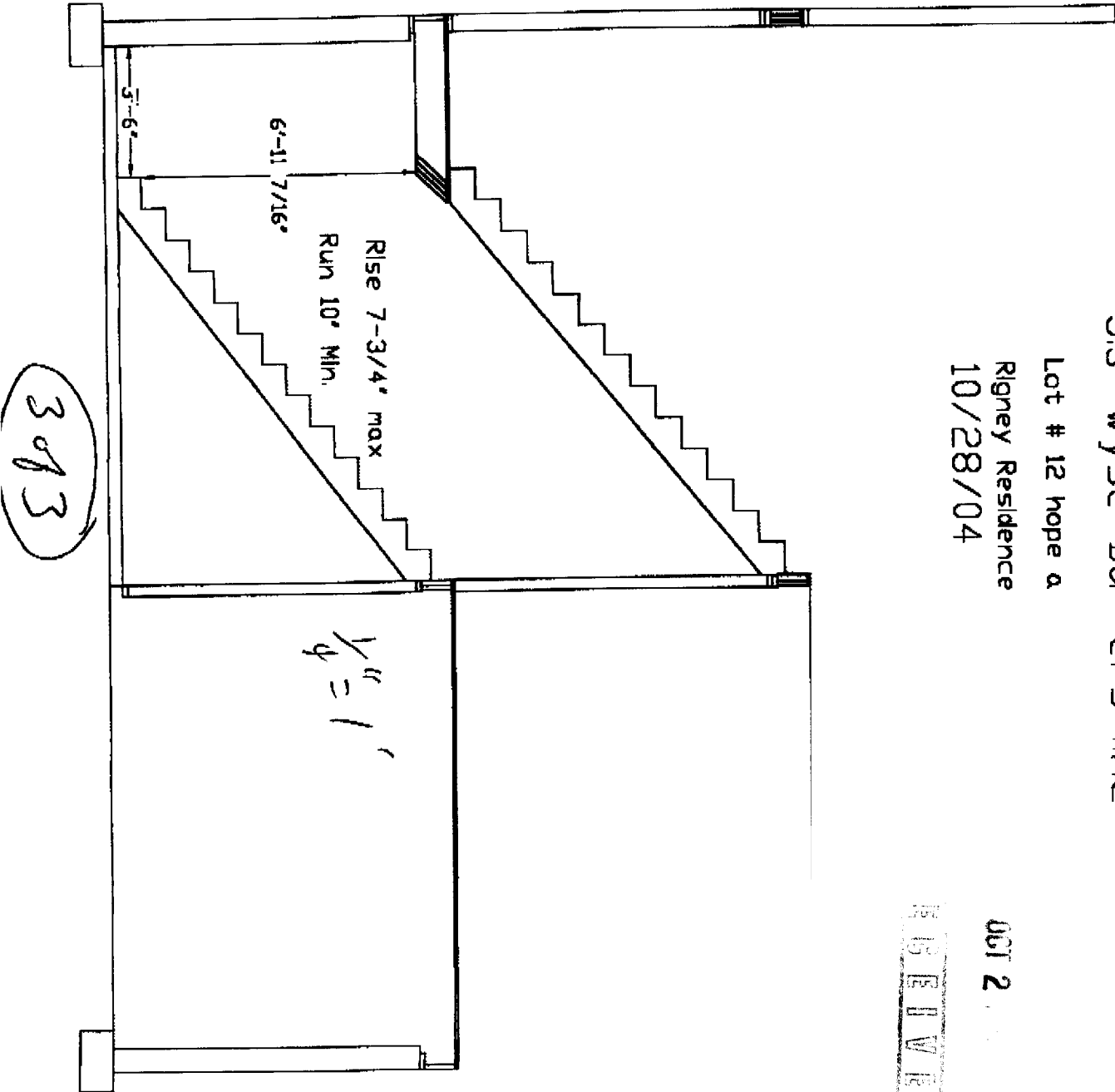
Lot # 12 hope a

Rigney Residence

10/28/04

OCT 2

RECEIVED



Applicant: Joe Wyse

Date: 10/13/04

Address: 200 Hope Ave (lot #12)

C-B-L: 392-A-012

CHECK-LIST AGAINST ZONING ORDINANCE

permit # 04-148?

Date - New Dev.

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - New Single family with attached garage
porch Deck - front porch/Deck

Sewage Disposal - City

Lot Street Frontage - 50' min - 110' shown

Front Yard - 25' min - 105' scaled

Rear Yard - 25' min - 82' scaled

Side Yard - 14' min req - 15' & 16' shown

2 story
Projections - front porch deck - R side chimney - NO REAR Deck Show
2x5.5' 6'x12' left rear bumpout

Width of Lot - 80' min \approx 110' shown

Height - 35' MAX - 32' to lowest elev.

Lot Area - 10,000 ϕ = 26,791 ϕ given

Lot Coverage/ Impervious Surface - 20% MAX or 5358.2 ϕ MAX

Area per Family - 10,000 ϕ

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

Loading Bays - N/A

Site Plan - minor/minor # 2004-0202

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - Panel Z - Zone X

34' x 74' = 2516

OK chng 2 x 5.5 = 27.5

front 14 x 30 = 420

2963.5 ϕ

City of Portland, Maine - Building or Use Permit

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

Permit No:	Date Applied For:	CBL
04-1487	10/04/2004	392 A012001

Location of Construction: 200 Hope Ave	Owner Name: Rigney Brian T &	Owner Address: 129 Alice St	Phone:
Business Name:	Contractor Name: Joe Wyse	Contractor Address: 9 Wildflower Lane Portland	Phone (207) 878-2825
Tenant/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home/ 4 bedroom, 2.5 bath, attached 2 car garage	Proposed Project Description: 4 bedroom, 2.5 bath, attached 2 car garage
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 10/13/2004
Note:	Ok to Issue: <input checked="" type="checkbox"/>		
1) Separate permits shall be required for future decks, sheds, pools, and/or garages. NO REAR DECKS are being shown and therefore are not approved with this application. 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval. 3) 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: Pending	Reviewer:	Approval Date:
Note:	Ok to Issue: <input type="checkbox"/>		

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

2004-0202
Application I. D. Number
10/1/2004
Application Date
Hope Ave.
Project Name/Description

Rigney Brian T &
Applicant
129 Alice St , Portland , ME 04103
Applicant's Mailing Address

Consultant/Agent
Agent Ph: _____ **Agent Fax:** _____
Applicant or Agent Daytime Telephone, Fax

200 - 200 Hope Ave , Portland, Maine
Address of Proposed Site
392 A012001
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) _____

Proposed Building square Feet or # of Units **26791 Sq Ft** Acreage of Site _____ Zoning **R-2**

Check Review Required:

<input 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 **10/1/2004**

Zoning 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	_____ date _____	<input type="checkbox"/> Conditions (See Attached)	_____ expiration date _____
<input type="checkbox"/> Final Inspection	_____ date _____	_____ signature _____	
<input type="checkbox"/> Certificate Of Occupancy	_____ date _____		
<input type="checkbox"/> Performance Guarantee Released	_____ date _____	_____ signature _____	
<input type="checkbox"/> Defect Guarantee Submitted	_____ submitted date _____	_____ amount _____	_____ expiration date _____
<input type="checkbox"/> Defect Guarantee Released	_____ date _____	_____ signature _____	

STATUTORY WARRANTY DEED

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

For Consideration Paid, GRANT with WARRANTY COVENANTS TO:

BRIAN T. RIGNEY and MARY C. RIGNEY, whose mailing address is 129 Alice Street, Portland, Maine 04103, as JOINT TENANTS

A certain lot or parcel of land situated on the northeasterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 12 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.

392 A 12

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.

MAINE REAL ESTATE TAX PAID


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. 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.
7. 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.
8. The owner of Lot 12, 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 Grantees herein by their acceptance of this deed hereby assume and agree to pay.

IN WITNESS WHEREOF, the said GOLDENEYE CORP. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by LLOYD B. WOLF, its Treasurer thereunto duly authorized this 26th day of MAY, 2004.

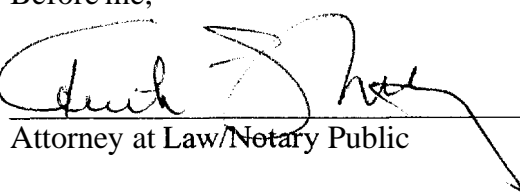
GOLDENEYE CORP.

By: 
Its Treasurer
Lloyd B. Wolf

STATE OF MAINE
CUMBERLAND, SS.

MAY 26, 2004

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

Received
Recorded Register of Deeds
May 28, 2004 11:39:01A
Cumberland County
John B O'Brien

... makes no warranties regarding the condition, permitted use or value of Sellers' 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
SURVEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: <u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>					
SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
LOCAL PERMITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
SUB-DIVISION APPROVAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: <u>FINAL APPROVAL AND SIGNED AMENDED SITE PLAN.</u>					
DEP/LURC APPROVALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: <u>ATTACHED TO PURCHASE AND SALE AGREEMENT</u>					
ZONING VARIANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
MDOT DRIVEWAY/ ENTRANCE PERMIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: _____					
OTHER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					

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.

Page 2 of 4 - P&S-I.O Buyer(s) Initials BA Seller(s) Initials _____

FINANCING This Agreement is subject to Buyer obtaining an approved _____ mortgage of _____ % of purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years.

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

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

_____ of JSA Agency represents _____
 Listing Agent

_____ of _____ Agency represents _____
 Selling Agent

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 of the American Arbitration Association. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree 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.

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.

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. The use of "by (date)" or "within _____ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

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

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

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

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

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

[Signature]
BUYER

046-56-5665
SS# OR TAXPAYER ID#

[Signature]
BUYER

046-54-1765
SS# OR TAXPAYER ID#

Seller's Mailing address is 129 Hill Street Portland ME 04103

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

Executed this 27th day of January, 2004

Goldeneye Corp
by Robert L Adam
SELLER

02-0645372
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is _____

Offer reviewed and refused on _____

SELLER

SELLER

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

DATE

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____