

PERMIT ISSUED

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

Permit No: 03-1335	Issue Date: NOV 20 2003	CBL: 392 A017001
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Location of Construction: 215 Hope Ave	Owner Name: Stacey Scott R &	Owner Address: 215 Hope Ave CITY OF PORTLAND	Phone: 207-879-8963
Business Name: n/a	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	Zone: R-2

Past Use: Vacant	Proposed Use: Build New 2280 sq. Ft. Single Family Home including 4056 sq. Ft. Porch. <i>Attached garage</i>	Permit Fee: \$2,256.00	Cost of Work: \$240,000.00	CEO District:
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Proposed Project Description:
 New Single Family 2280 sq. Ft. Home including ~~4056~~ sq. Ft. Porch. *attached garage*

FIRE DEPT: <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: R-3 Type: SB BOCA 99 Signature: <i>[Signature]</i>
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PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)
 Action: Approved Approved w/Conditions Denied
 Signature: _____ Date: _____

Permit Taken By: gg	Date Applied For: 10/24/2003	Zoning Approval
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
2. Building permits do not include plumbing, septic or electrical work.
3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews <input type="checkbox"/> Shoreland <i>NA</i> <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Flood Zone <i>Panel Z Zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> # 2003-0238 Date: <i>ok with conditions</i> <i>3 11/7/03</i>	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: <i>[Signature]</i>
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CERTIFICATION

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

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

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, if Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 031335

This is to certify that Stacey Scott R & /n/a
has permission to New Single Family 2280 sq. Home including 400 sq. Ft. Porch.
AT 215 Hope Ave Call 392 A017001

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

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

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

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

OTHER REQUIRED APPROVALS

Fire Dept. PERMIT ISSUED
Health Dept. _____
Appeal Board _____
Other NOV 20 2003
Department Name

[Signature]
Director - Building & Inspection Services

CITY OF PORTLAND

PENALTY FOR REMOVING THIS CARD

BUILDING PERMIT INSPECTION PROCEDURES

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

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

N/A **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.

 CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

X 
Signature of applicant/designee

11/20/03
Date

Signature of Inspections Official

11/20/03
Date

CBL: 392-A-17

Building Permit #: 031335

City of Portland, Maine - Building or Use Permit

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

Permit No: 03-1335	Date Applied For: 10/24/2003	CBL: 392 A017001
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Location of Construction: 215 Hope Ave	Owner Name: Stacey Scott R &	Owner Address: 215 Hope Ave	Phone: 207-879-8963
Business Name: n/a	Contractor Name: n/a	Contractor Address: n/a Portland	Phone:
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: Build New 2280 sq. Ft. Single Family Home including Porch.	Proposed Project Description: New Single Family 2280 sq. Ft. Home including Porch.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 11/07/2003

Note: **Ok to Issue:**

- 1) On 11/7/03 Joan Stacey removed the left side bulkhead from the plans. It's current placement would not meet the side setbacks. Any future plans for a bulkhead shall require a separate permit for review.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. A rear deck and front & right side deck are shown and approved.
- 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:**

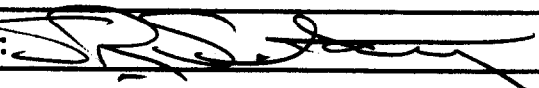
All Purpose Building Permit Application

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: (LOT 17) 215 HOPE AVE., PORTLAND, ME.		
Total Square Footage of Proposed Structure 1 ST FLOOR 2280 <small>TOTAL INCLUDING PERMIT 4056</small>	Square Footage of Lot 23,107 .50 ACRES	
Tax Assessor's Chart, Block & Lot Chart# MAP 387 Block# 6 Lot# 3 (PORTION)	Owner: SCOTT R. STACEY JOAN KENNEDY-STACEY	Telephone: 879-8963
Lessee/Buyer's Name (if Applicable) 392 A 015	Applicant name, address & telephone: SCOTT R. STACEY 1024 WASHINGTON AVE. # 3 PORTLAND, ME 04103	Cost Of Work: \$ 240,000 Fee: \$ 2181
Current use: RAW LAND 300 site plan 75 copy		
If the location is currently vacant, what was prior use: N/A \$ 2556.00		
Approximately how long has it been vacant: N/A		
Proposed use: SINGLE FAMILY HOME		
Project description: SINGLE FAMILY HOME		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: SCOTT & JOAN STACEY		
Mailing address: 1024 WASHINGTON AVE. # 3 PORTLAND, ME 04103 879 8963		
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:		

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 has 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 Officers 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: 	Date: OCT 24 2003
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This is NOT a permit, you may not commence ANY work until the permit is issued.
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall

Applicant: Scott Stacey

Date: 11/17/03

Address: 215 Hope Ave (Lot #17)

C-B-L: 392-A-17

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New development

#03-1335

Zone Location - R-2

Interior or corner lot -

≈ 20 x 58

26' x 28

Proposed Use/Work - construct new single family dwelling with attached garage

Sewage Disposal - City

Lot Street Frontage - 50' min req - L=96.83' shown

No Daylight Basement shown

Front Yard - 25' min req - 65.15' given

Rear Yard - 25' min req ≈ 106' scaled

close on left side

Side Yard - Normally 14' req - 12.25' 24' scaled

Projections - rear deck - pt side porch

no Bulkhead

Width of Lot - 80' min req - 96' scaled

Height - 35' MAX Allowed - ≈ 25' per unscaled submittal

Lot Area - 10,000^{sq ft} min - 23,121^{sq ft} shown

Lot Coverage/ Impervious Surface - 20% MAX 4624.5^{sq ft} MAX

Area per Family - 10,000^{sq ft}

Off-street Parking - 2^{spaces} req - 2 car garage

28 x 58 = 1624

26 x 28 = 728

rear 6.5 x 32 = 208

2560^{sq ft}

Loading Bays - N/A

Site Plan - minor/minor # 2003-0231

Shoreland Zoning/ Stream Protection - N/A

Flood Plains - panel 2 zone X

I need revision

→ ~~right~~ left side bulkhead not shown on site plan, but on 11/17/03 I spoke with Joan Stacy building plan. The left side bulkhead has been

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.

9/17/03 used for zoning

Design: DER	Date: OCT 03
Draft: SGB	Job No.: 879
Checked: AMP	Scale: NTS
File Name: 759-sp.dwg	

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

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

Figure No.	1
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**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
Building Copy**

2003-0231

Application I. D. Number

10/24/2003

Application Date

215 Hope Ave Lot # 17

Project Name/Description

Stacey Scott R &

Applicant

1024 Washinton Ave. # 3, Portland , ME 04103

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

215 - 215 Hope Ave , Portland, Maine

Address of Proposed Site

392 A017001

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) _____

2280 sf

23107 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 \$50.00 Subdivision _____ Engineer Review \$250.00 Date 10/29/2003

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	

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

2003-0231
Application I. D. Number
10/24/2003
Application Date
215 Hope Ave Lot # 17
Project Name/Description

Stacey Scott R &
Applicant
1024 Washinton Ave. # 3, Portland , ME 04103
Applicant's Mailing Address

215 - 215 Hope Ave , Portland, Maine
Address of Proposed Site
392 A017001
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) _____

2280 sf Proposed Building square Feet or # of Units 23107 acres Acreage of Site Zoning _____

Check Review Required:

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

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date 10/29/2003

Application Status: _____ Reviewer Jay Reynolds

- Approved Denied

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

Condition Compliance Jay Reynolds 11/03/2003
signature date

Performance Guarantee Required* Not Required

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

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

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

2003-0231

Application I. D. Number

10/24/2003

Application Date

215 Hope Ave Lot # 17

Project Name/Description

Stacey Scott R &

Applicant

1024 Washinton Ave. # 3, Portland , ME 04103

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

215 - 215 Hope Ave , Portland, Maine

Address of Proposed Site

392 A017001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 Erosion and Sedimentation control shall be established prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines.
- 2 All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.
- 3 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 4 Your new street address is now #215 HOPE AVENUE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5 A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 6 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 7 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

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

2003-0231

Application I. D. Number

10/24/2003

Application Date

215 Hope Ave Lot # 17

Project Name/Description

Stacey Scott R &

Applicant

1024 Washington Ave. # 3, Portland, ME 04103

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Address of Proposed Site

392 A017001

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) _____

2280 sf

23107 s.f.

R-2

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 \$50.00 Subdivision _____ Engineer Review \$250.00 Date 10/29/2003

DRC Approval Status:

Reviewer Jay Reynolds

- Approved Approved w/Conditions
See Attached Denied

Approval Expiration 11/3/2004 Extension to _____ Additional Sheets
Attached
 Condition Compliance Jay Reynolds 11/3/2003
signature date

Performance Guarantee Required* Not Required

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

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

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

2003-0231

Application I. D. Number

10/24/2003

Application Date

215 Hope Ave Lot # 17

Project Name/Description

Stacey Scott R &

Applicant

1024 Washington Ave. # 3, Portland , ME 04103

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

215 - 215 Hope Ave , Portland, Maine

Address of Proposed Site

392 A017001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 Erosion and Sedimentation control shall be established prior to soil disturbance, and shall be done in accordance with Best Management Practices, Maine Department of Environmental Protection Technical and Design Standards and Guidelines.
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- 6 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 7 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

PURCHASE AND SALE AGREEMENT - LAND ONLY

May 1, 2003

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

1. PARTIES: This Agreement is made between Scott Stacey, Joan Stacey
 _____ (hereinafter called "Buyer") of Portland, Maine and
Golden Eye Corp (hereinafter called "Seller") of
Westbrook, ME

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all) part of) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at lot 17 Curtis Road Hope Ave. and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____. If "part of" see Other Conditions (paragraph 22) for explanation.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 135,000.00
 of which DEPOSIT \$ 2,500.00
 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 2,500.00
 will be paid upon acceptance of all contingencies BALANCE DUE \$ 130,000.00
 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: Golden Eye Corp ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 2, 2003 (date) 4 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 30, 2003 (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) _____. 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.

Agent 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
1. SURVEY Purpose: <u>to determine boundaries</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>Seller</u>	<u>Seller</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>to determine ability to obtain permits</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>30</u>	<u>Purchaser</u>	<u>Purchaser</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: <u>REVIEW of CITY APPROVED SUB-DIVISION PLANS.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>PURCHASER</u>	<u>PURCHASER</u>
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: <u>To review restrictions AND DECLARATIONS AS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>Seller</u>	<u>Seller</u>
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>To determine if house can be built within the set backs as required by city</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>15</u>	<u>Purchaser</u>	<u>Purchaser</u>

Further specifications regarding any of the above: Purchaser shall have 10 days to review property once all corner survey pins are in place, AND PURCHASER HAS BEEN MADE AWARE PINS ARE IN PLACE.

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.

12. FINANCING: This Agreement is subject to Buyer obtaining an approved Acceptable mortgage of _____ % of the purchase price, at an interest rate not to exceed prevailing % 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 15 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.
 - b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 45 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this mortgage commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the mortgage 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.
 - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
 - d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed 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.
 - e. Buyer agrees to pay no more than n/a points. Seller agrees to pay \$ n/a toward points and/or Buyer's closing costs.

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

none of _____ represents _____
Listing Agent Agency

Michael A. Jacobson of King Real Estate represents Purchaser
Selling Agent Agency

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: Seller's disclosure 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 x 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 MS

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 Scott Stacey

007-70-6503
SS# OR TAXPAYER ID#

BUYER Joan Stacey

SS# OR TAXPAYER ID#

Buyer's Mailing address is 1024 Washington Ave #3 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.

Signed this _____ day of _____

SELLER Golden Eye Corp

SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is _____

Offer reviewed and refused on _____

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.

Signed this _____ day of _____

SELLER

SELLER

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 _____

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

MAY-01-2003 14:15 NORTON FINANCIAL 2077724096 P.02/05

PURCHASE AND SALE AGREEMENT - LAND ONLY

May 1, 2003 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement

1. PARTIES: This Agreement is made between Scott Stacey, Joan Stacey (hereinafter called "Buyer") of Portland, Maine and Golden Eye Corp (hereinafter called "Seller") of Northbrook, ME

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Lot 17 Chesapeake Road, Maine Ave. and described in deed(s) recorded at said County's Registry of Deeds Book(s) , Page(s) , if "part of" see Other Conditions (paragraph 22) for explanation.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICES 135,000.00 of which DEPOSITS 2,500.00 is included herewith as an earnest money deposit and an additional amount of DEPOSIT S 2,500.00 will be paid upon acceptance of all contingencies BALANCE DUE S 130,000.00
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: Golden Eye Corp ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 2, 2003 (date) AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and marketable 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 June 30, 2003 (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 marketable 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 taxes, where applicable, shall be prorated as of the date of closing: real, associative fees, (other) . Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which taxes 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.

Re: 2003 Page: 1 of 4 - PENDING Buyer's initials: JS Seller's initials: SE
King Road, Northbrook, ME 04061 Phone: (207) 781-7193 Michael A. Jacobson T0802102.ZFX
Printed on Recycled Paper by the Maine Bar Association, LLC 19993 Printon Way, Portland, ME 04103 2003 0501 0001

MAY-01-2003 14:15

NORTON FINANCIAL

2877724896 P.03/05

Agent wishes to 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
1. SURVEY Purpose: <u>to determine boundaries</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>Seller</u>	<u>Seller</u>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>to determine ability to obtain permits</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>Purchaser</u>	<u>Purchaser</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: <u>Review of City Approved Sub-Division Plans.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>Purchaser</u>	<u>Purchaser</u>
9. DENYING APPROVALS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
11. MOOT DRIVEWAY ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: <u>to review restrictions and DECLARATIONS AS RECORDED IN CUMBERLAND COUNTY REGISTER OF DEEDS.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>10</u>	<u>Seller</u>	<u>Seller</u>
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>To determine if hoop can be built within the set backs as required by city</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>15</u>	<u>Purchaser</u>	<u>Purchaser</u>

Further specifications regarding any of the above: Purchaser shall have 10 days to review property once all corner survey pins are in place, and purchaser has been made aware pins are in place.

2015 RA

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the results 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 satisfactory 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.

Rev. 2/05

Page 2 of 4 - P&I-LO Buyer(s) Initial: AK Seller(s) Initial: SRS

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149

MAY-01-2003 14:16

NORTON FINANCIAL

2077724096 P.04/05

12. FINANCING: This Agreement is subject to Buyer obtaining an approved Adjustable mortgage of 44 of the purchase price, at an interest rate not to exceed prevailing % 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 15 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.
- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 15 days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this mortgage commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three days after delivery of such notice unless Buyer delivers the mortgage 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.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed 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.
- e. Buyer agrees to pay no more than 1.5 points. Seller agrees to pay 5 % toward points and/or Buyer's closing costs.

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

None of _____ represents _____
Listing Agent Agency

Michael A. Jacobson of K&S Real Estate represents Purchaser
Selling Agent Agency

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 Maricopa 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, rescission 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. HEREINAFTERS: 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: Seller's disclosure 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 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 1 of 4 - P&S-LO Buyer(s) Initials AA Seller(s) Initials BB

Rev. 2/91

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NORTON FINANCIAL

287724296 P.05/05

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 Bobo: Stacy

007-70-6503
SSN OR TAXPAYER ID#

BUYER John Stacey

SSN OR TAXPAYER ID#

Buyer's Mailing address is 1024 Whitington Ave #3 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.

Signed this 2nd day of May, 2003.
[Signature]
SELLER Golden Bye Corp

102-644-5372
SSN OR TAXPAYER ID#

SELLER

SSN OR TAXPAYER ID#

Seller's Mailing address is _____

Offer reviewed and received on _____

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.

Signed this _____ day of _____

SELLER

SELLER

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____

BUYER _____ DATE _____

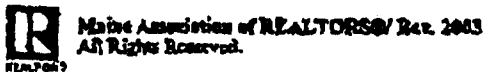
EXTENSION: The time for the performance of this Agreement is extended until _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____



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Page 4 of 4 - 785-10



TOTAL P.05

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:

SCOTT R. STACEY and JOAN KENNEDY-STACEY, whose mailing address is 1024 Washington Avenue, Unit #3, Portland, Maine 04103, as JOINT TENANTS

A certain lot or parcel of land situated on the southwesterly sideline of Hope Avenue in the City of Portland, County of Cumberland and State of Maine, and being Lot 17 shown on plan entitled "Presumpscot River Place Phase III - Subdivision Plan Portland, Maine" dated December 4, 2001, as revised, prepared by Titcomb Associates, and recorded at the Cumberland County Registry of Deeds in Plan Book 202, Page 650, together with a right-of-way in common with others over "Hope Avenue" as shown on the plan.

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

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

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

1. Notes 1 through 19, restrictions, conditions, easements and covenants as may be set forth on said Plan recorded in Plan Book 202, Page 650.
2. Depending on the elevation of the lowest plumbing fixture, a private pump station may be required as more specifically set forth in Paragraph 12 of said Notes.

MAINE REAL ESTATE TAX PAID

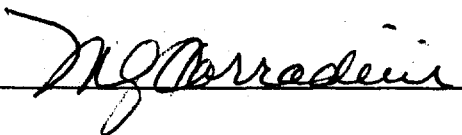
3. Rights and easements granted to New England Telephone and Telegraph and Central Maine Power Company in an instrument dated December 29, 1955 and recorded at said Registry of Deeds in Book 2276, Page 277.
4. Such State of Facts as set forth or depicted on plan showing Plan of Property for Robert Adam 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. A culvert and drainage easement deed from Goldeneye Corp. to the City of Portland, to be recorded at said Registry of Deeds, relating to said easements as shown on Plan recorded in Plan Book 202, Page 650, and any amendments thereto.
7. Terms and conditions of a State of Maine Department of Environmental Protection Site Location of Development Natural Resources Protection Act Water Quality Certification Findings of Fact and Order dated August 23, 2002 and recorded at said Registry of Deeds in Book 18084, Page 64 (incorrectly referred to as 94 in previous deed) together with the requirement that all future conveyances shall include reference to this permit.
8. Terms and conditions of a Declaration of Covenants and Restrictions dated November 5, 2002 and recorded at said Registry of Deeds in Book 18336, Page 59.

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 18th day of July, 2003.

GOLDENEYE CORP.



By: _____

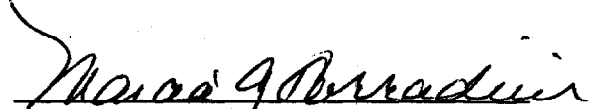

Its Treasurer

STATE OF MAINE
CUMBERLAND, SS.

July 18, 2003

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

Before me,


~~Attorney at Law/Notary Public~~
Marcia G. Cerradini

Received
Recorded Register of Deeds
Jul 21, 2003 11:20:41A
Cumberland County
John B. O'Brien

**Table 2305.2 (cont'd.)
FASTENING SCHEDULE**

Building element	Nail or staple size and type	Number and location
4. Wall and roof sheathing (cont'd.) Wood structural panel roof sheathing ^{b,c} (cont'd.) Basic wind speed over 120 mph		
	16 gage corrosion resistant staples, ⁷ / ₁₆ " minimum crown, 2" length	4" o.c. 2" o.c. to gable end walls 4" o.c. when within 48" of ridges, eaves and gable end walls
Shingles, wood ^d	No. 14 B&S Gage corrosion resistant	2 each bearing
Weatherboarding	8d corrosion resistant	2 each bearing

Note a. Single nails shall penetrate not less than ³/₄ inch into nailing strips, sheathing or supporting construction except as otherwise provided for in Section 1507.0.

Note b. Roof panels with spans greater than 48 inches o.c. or roofs with a mean height greater than 35 feet shall be designed according to the wind loads of Section 1609.0.

Note c. Where 10d nails are spaced 3 inches on center, framing shall be 3 inch nominal in width and nails shall be staggered.

Note d. Nails shall be spaced not more than 6 inches on center direct to panel edges and intermediate supports and gable end walls where panel spans are 48 inches on center or greater.

Note e. 1 inch = 25.4 mm; 1 foot = 304.8 mm.

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**Table 2305.2 (cont'd.)
FASTENING SCHEDULE**

Building element	Nail or staple size and type	Number and location
4. Wall and roof sheathing (cont'd.) 2 ⁵ / ₃₂ " fiberboard sheathing	1 ³ / ₄ " galvanized roofing nail or 8d common nail or 16 gage staple, 1 ¹ / ₂ " long with minimum crown of ⁷ / ₁₆ "	3" o.c. exterior edge, 6" o.c. intermediate
Gypsum sheathing (seismic bracing)	11 gage 1 ³ / ₄ " long ⁷ / ₁₆ inch head, diamond point, galvanized	4" o.c. all bearing points
Particleboard wall sheathing (¹ / ₂ " or less) (⁵ / ₈ " or less)	6d common 8d common	6" o.c. direct edges and 12" o.c. intermediate 6" o.c. direct edges and 12" o.c. intermediate
(¹ / ₂ " or less)	16 gage corrosion resistant staples, ⁷ / ₁₆ " minimum crown; 1 ¹ / ₂ " length 2" length	4" o.c. edges and 8" o.c. intermediate 6" o.c. edges and 12" o.c. intermediate
(¹⁹ / ₃₂ ", ⁵ / ₈ ")	16 gage corrosion resistant staples, ⁷ / ₁₆ " minimum crown, 2" length	4" o.c. edges and 8" o.c. intermediate
Wood structural panel roof sheathing ^{b,c} Basic wind speed is 90 mph or less		
(over ⁵ / ₈ ")	8d common nails	6" o.c. direct edges and 12" o.c. intermediate ^d 6" o.c. to gable end walls 6" o.c. within 48" of ridges, eaves and gable end walls but 4" o.c. where spans are 48" o.c.
Basic wind speed is over 90 up to and including 120 mph		
(over ⁵ / ₈ ")	8d common nails	6" o.c. direct edges and 12" o.c. intermediate but 6" o.c. where spans are 32" o.c. and 10d common spaced 6" o.c. where spans are 48" o.c. 6" o.c. to gable end walls but 4" o.c. where spans are 32" o.c. and 10d common spaced 6" o.c. where spans are 48" o.c. 6" o.c. within 48" of ridges, eaves and gable end walls but 4" o.c. where spans are 32" o.c. and 10d common spaced 4" o.c. where spans are 48" o.c.

Table 2305.2
FASTENING SCHEDULE

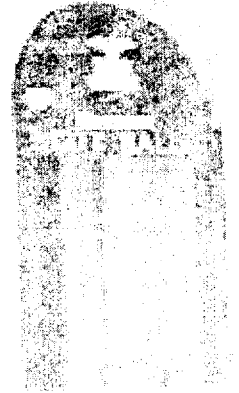
Building element	Nail or staple size and type	Number and location
1. Floor construction		
Built-up girders and beams	20d common	32" o.c. direct
Floor joists to studs (With ceiling joists)		
Floor joists to sill or girder	10d common	2 direct
Ledger strip	8d common	3 toe nail
	16d common	3 each direct joist
Particleboard underlayment		
(1/4" - 3/4")	6d annular threaded	6" o.c. direct edges and 12" o.c. intermediate
Wood structural panel subflooring		
(1/2" or less)	6d common or 6d annular or spiral thread	6" o.c. direct edges and 12" o.c. intermediate
(1/2" or less)		
(19/32", 5/8")	16 gage galvanized wire staples 3/8" minimum crown, 1 5/8" length	4" o.c. edges and 7" o.c. intermediate 2 1/2" o.c. edges and 4" o.c. intermediate
2. Wall construction		
Stud sole to cap plate		
	8d common	4 toe nail or
	16d common	2 direct nail
	16d common	2 toe nail or 2 direct nail
Interior-braced wall sole plate to parallel joist		
Double cap plate	16d common	12" o.c.
Cap plate laps	10d common	16" o.c. direct nail
	10d common	2 direct nail
Interior-braced wall top plate to joist or blocking		
Tail beams to headers (where nailing is permitted)	10d common	12" o.c.
Header beams to trimmers (where nailing is permitted)	20d common	1 each end 4 sq. ft. floor area
	20d common	1 each end 8 sq. ft. floor area
3. Roof and ceiling construction		
Ceiling joists to plate		
Ceiling joists (laps over partition)	16d common	3 toe nail
	10d common	3 direct nail
Roof rafter to ridge		
Jack rafter to hip	16d common	2 toe nail or direct nail
	10d common	3 toe nail or
	16d common	2 direct nail
4. Wall and roof sheathing		
1" wall sheathing (8" or less in width)		
1" wall sheathing (over 8" in width)	8d common	2 each direct stud
	8d common	3 each direct stud

FURLAND CITY HALL ROOM 315

City of Portland
INSPECTION SERVICES

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Portland, Maine 04101

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Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

TO: <u>Joan Kennedy-Stacey</u>	FROM: <u>T. Munson</u>
FAX NUMBER: <u>879-8963</u>	NUMBER OF PAGES, WITH COVER: <u>4</u>
TELEPHONE: _____	RE: <u>Plan Review</u>
DATE: <u>11/19/03</u>	_____

Comments: Please call w/any questions

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	OK	
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	2x12 ra rafters - OK	
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	OK	
Fastener Schedule (Table 602.3(1) & (2))	Not shown	
Private Garage Section 309 and Section 407 1999 BOCA)		
Living Space ? (Above or beside) Yes	Steel must be wrapped w/ 5/8"	
Fire separation OK		
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	OK - shows 3' rtdr -	
Egress Windows (Section 310)	Not shown	
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	Need in stairs + 2nd floor bath	
Attic Access (BOCA 1211.1)	Size Not shown (stair?) Pull down	
Draft Stopping around chimney	Not shown	

2

13

4

5

6

7

Header Schedule	OK - Noted	
Type of Heating System		
Stairs		
Number of Stairways 3		
Interior 2		
Exterior 1		
Treads and Risers (Section 314)	Treads @ 9 1/4" - MUST BE 10"	OK added winder - went over reg.
Width	Not wide enough - 36" clear	
Headroom	Not shown	
Guardrails and Handrails (Section 315)	Not shown	
Smoke Detectors Location and type/Interconnected	Not shown	
Plan Reviewer Signature		

See Chimney Summary Checklist