

PERMIT ISSUED

392825

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

Permit No: 03-0336	Issue Date: MAY 07 2003	CBL: <del>392825</del>
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Location of Construction: Lot 25 Hope Ave	Owner Name: Goldeneye Corp	Owner Address: CITY OF PORTLAND	Phone: 207-773-5650
Business Name:	Contractor Name: P.A. Ricci Excavating	Contractor Address: 40 Chambers Ave South Portland	Phone: 2077674338
Lessee/Buyer's Name	Phone:	Permit Type: Foundation Only/Residential	Zone: R2

Past Use: Vacant land: part of 389 G003; designated CBL is 392 A025.	Proposed Use: Lot 25 Presumpscot River Place III: Single family foundation only	Permit Fee: \$364.00	Cost of Work: \$38,000.00	CEO District: 2
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Proposed Project Description: Single family foundation only	FIRE DEPT: <input checked="" type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied	INSPECTION: Use Group: R-3 Type: BOCA 99
	Signature: <i>[Signature]</i>	Signature: <i>[Signature]</i>
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: kwd	Date Applied For: 04/15/2003	<b>Zoning Approval</b>	
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1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Panel 2 zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i># 2003-007</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MMFR <i>ok with conditions</i> Date: <i>5/1/03</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: _____
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CERTIFICATION

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

SIGNATURE OF APPLICANT \_\_\_\_\_ ADDRESS \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE \_\_\_\_\_ DATE \_\_\_\_\_ PHONE \_\_\_\_\_

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

Please Read Application And Notes, If Any, Attached

## BUILDING DEPARTMENT PERMIT

Permit Number: 030336

This is to certify that Goldeneye Corp/P.A. Ricci excavating  
has permission to Single family foundation onl  
AT Lot 25 Hope Ave 389-6002001 392 B 025

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

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

Notification of inspection must be given and written permission procured before this building or part thereof is leased or occupied. CLOSED-IN. 48 HOUR NOTICE IS REQUIRED.

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

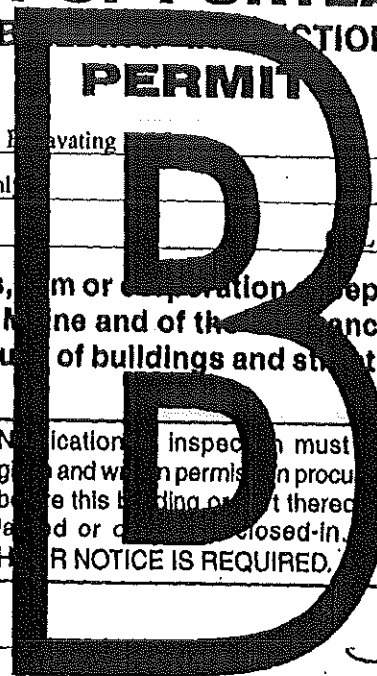
### OTHER REQUIRED APPROVALS

Fire Dept. \_\_\_\_\_  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other MAY 07 2003  
Department Name

CITY OF PORTLAND

PENALTY FOR REMOVING THIS CARD

Director - Building & Inspection Services



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

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

Permit No: 03-0336	Date Applied For: 04/15/2003	CBL: 389 G003001
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Location of Construction: Lot 25 Hope Ave (131)	Owner Name: Goldeneye Corp	Owner Address:	Phone: 207-773-5650
Business Name:	Contractor Name: P.A. Ricci Excavating	Contractor Address: 40 Chambers Ave South Portland	Phone (207) 767-4338
Lessee/Buyer's Name	Phone:	Permit Type: Foundation Only/Residential	

Proposed Use: Lot 25 Presumpscot River Place III: Single family foundation only	Proposed Project Description: Single family foundation only
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Marge Schmuckal	Approval Date: 05/01/2003
Note: 4/29/03 Actually on hold - I talked to Jeff Martin - I need elevations to determine height and number of stories for required setbacks - he will get to me by the end of the week 05/01/03 received requested plans from owners			Ok to Issue: <input checked="" type="checkbox"/>
1) The owners of lot #25 SHALL NOT impact wetlands at the rear of the lot. 2) All driveways shall be paved within six (6) months of the receipt of a temporary certificate of occupancy and shall be a minimum of 12' wide. Individual homeowners shall be responsible for paving of driveways. 3) "No parking " street signs shall be installed along the subdivision roadways PRIOR to the issuance of the first house lot certificate of occupancy (whether permanent or temporary) for this subdivision. 4) No certificate of occupancy shall be issued for any house lot in the subdivision until the base pavement has been completed along the entire length of Hope Avenue in Portland as well as Falmouth. 5) This approval is for a FOUNDATION ONLY. A separate permit shall be required for the building construction. 6) Separate permits shall be required for future decks, sheds, pools, and/or garages. No rear decks are shown on the submitted plans			
Dept: Building	Status: Approved	Reviewer: Tammy Munson	Approval Date: 05/07/2003
Note:			Ok to Issue: <input checked="" type="checkbox"/>

**Comments:**  
 5/2/03-tmm: Spoke w/ Kirsten Martin regarding info needed on plans - need to show dampproofing, drain tile , filter fabric, and anchor bolts.  
 5/6/03-tmm: rec'd requested info - ok to issue.

Applicant: Jeff Martin

Date: 4/29/03

Address: Hope Ave (lot #25)

C-B-L: 392-A-25

PADA Presumpscot River PLACE  
CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

#03-0336

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - construct new single fam with attached garage

Sewage Disposal - City

Lot Street Frontage - 50' req - 50' + shown

Front Yard - 25' min - 24'3" scaled

Rear Yard - 25' min - 250' + shown

Side Yard - ? w/adj for decking ~~12' min req~~ 12' min req - 12' shown on both sides

Projections - 1 story front entry - NO rear decks shown

Width of Lot - 80' min - 100' scaled

Height - 35' MAX - w/adj for plans 24, 25' scaled to ridge

Lot Area - 10,000<sup>sq</sup> min 74,161<sup>sq</sup> on site plan

Lot Coverage/Impervious Surface - 20% or 8832.2<sup>sq</sup> MAX

Area per Family - 10,000<sup>sq</sup>

Off-street Parking - 2 req 24' wide GARAGE shown - 2 CAR shown

Loading Bays - N/A

Site Plan - #2003-0071

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 2 - Zone X

Site plan note: Owners of Lot 25 shall not impact wetlands at the REAR of the lot.

**From:** Marge Schmuckal  
**To:** Jay Reynolds  
**Date:** Tue, Apr 29, 2003 12:28 PM  
**Subject:** lot #25 Hope Ave.

Just to update you on this lot - I said that I would write a letter to the owner on this because his building is outside of the shown envelope. I can't do that because note # 3 does not include lot #25 in the building envelope area. and the notation above it actually states "side yards shown on plan are 14 feet and may be increased or decreased depending upon number of stories". So lot #25 is ok for this IF it is only one story.

I have talked to Jeff Martin. I require some elevations so that I can determine the height and number of stories so that I can determine required setbacks. He said that he could get that for me by the end of this week.

Marge

**CC:** PENNY LITTELL; Sarah Hopkins

# All Purpose Building Permit Application

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

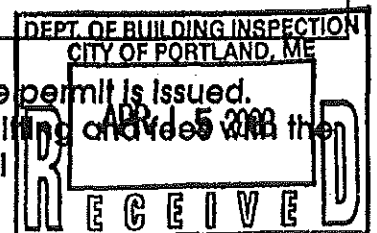
Location/Address of Construction: <u>Presumpscot River Place</u> <u>Map AIR sub. Lot # 25</u>		
Total Square Footage of Proposed Structure <u>2985</u>	Square Footage of Lot <u>1.04 acres or 47,161</u>	
Tax Assessor's Chart, Block & Lot Chart# <del>222</del> Block# <u>3920A</u> <u>not available per assessor</u>	Owner: <u>Goldmeyer Corp</u>	Telephone: <u>773-5650</u>
Lessee/Buyer's Name (if Applicable) <u>Jeff Martin</u>	Applicant name, address & telephone: <u>Jeff Martin</u> <u>4 Essex Ct, Yarmouth Me 04096</u>	Cost Of Work: \$ <u>38,000</u> Fee: \$ <u>Bldg Fee 289.00</u> <u>Site Fee 300.00</u> <u>Copy 45.00</u> <u>\$664.00</u>
Current use: <u>Vacant Land</u>		
If the location is currently vacant, what was prior use: <u>See enclosed History</u>		
Approximately how long has it been vacant: <u>See enclosed History</u>		
Proposed use: <u>single family house foundation</u>		
Project description:		
Contractor's name, address & telephone:		
Who should we contact when the permit is ready: <u>Coastal Management 797-3688</u>		
Mailing address:		
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>797-3688</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:	Date:
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**This is NOT a permit, you may not commence ANY work until the permit is issued.**  
If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall



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

2003-0071

Application I. D. Number

04/15/2003

Application Date

Lot 25, Hope Ave., Presumpscot River

Project Name/Description

Jeff & Kristen Martin  
Applicant

4 Essex Court, Yarmouth, ME 04086  
Applicant's Mailing Address

Consultant/Agent

Applicant Ph: (207) 000-0000 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

25/25 Hope Ave, Portland, Maine

Address of Proposed Site

389 G003001

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) foundation only

Proposed Building square Feet or # of Units 47161 Acreage of Site R2 Zoning

**Check Review Required:**

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

Fees Paid: Site Plan \$50.00 Subdivision \_\_\_\_\_ Engineer Review \$250.00 Date 04/15/2003

**Approval Status:**

Approved

Reviewer Jay Reynolds

Denied

*Revised Grading Plan Attached*

Approval Expiration 05/01/2004

Extension to \_\_\_\_\_

Additional Sheets Attached

Condition Compliance

Jay Reynolds  
signature

05/01/2003  
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 _____  |

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

2003-0071

Application I. D. Number

04/15/2003

Application Date

Lot 25, Hope Ave., Presumpscot River  
Project Name/Description

Jeff & Kristen Martin

Applicant

4 Essex Court, Yarmouth, ME 04096

Applicant's Mailing Address

Consultant/Agent

Applicant Ph: (207) 000-0000      Agent Fax:

Applicant or Agent Daytime Telephone, Fax

25 - 25 Hope Ave, Portland, Maine

Address of Proposed Site

389 G003001

Assessor's Reference: Chart-Block-Lot

**Approval Conditions of DRC**

- 1 NOTE: THE PROPOSED BUILDING FALLS OUTSIDE OF THE BUILDING ENVELOPE. LOT 25 IS NOT LISTED AS ONE THAT WOULD NEED A SUBDIVISION PLAT AMENDMENT. THIS IS ACCEPTABLE, BEING THAT IT MEETS THE CURRENT ZONING STANDARDS.
- 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 HAS NOT BEEN ESTABLISHED, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5 The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.
- 6 A sewer permit is required for your 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.
- 7 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.
- 8 The site contractor shall establish finish grades at the foundation, bulkhead and basement windows to be in conformance with the first floor elevation (FFE) and sill elevation (SE) set by the building contractor to provide for positive drainage away from entire footprint of building.
- 9 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

Feb. 3, 2003

Effective Date is defined in Paragraph 20 of this Agreement

1. PARTIES: This Agreement is made between Jeffrey and Kirsten Martin (hereinafter called "Buyer") of Lot 125 Goldeneye Camp (Bob Adam + Grand Wolf LLC) and 662 Elsie Budge Street, Westbrook, ME 04092 (hereinafter called "Seller") of

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all  part of ) the premises situated in municipality of Ballard County of Cumberland State of Maine, located at Lot 125 Elsie Avenue 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 \$ 95000 of which \_\_\_\_\_ DEPOSIT \$ 5000 is included herewith as an earnest money deposit, and an additional amount of \_\_\_\_\_ DEPOSIT \$ \_\_\_\_\_ will be paid by (date) March 8, 2003. The balance due amount of \_\_\_\_\_ BALANCE DUE \$ 90000 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: Alan Wolf Atty ("Agency") shall hold said earnest money and act as escrow agent until closing, this offer shall be valid until \_\_\_\_\_ (date) midnight  AM.  PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on 3/3/2003 (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

Rev 2002 Page 1 of 4 - PMS4.1) Buyer(s) Initials jm Seller(s) Initials KA

\* We would like the closing date to be around 3/20/03

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>Attached to purchase &amp; sale agreement</u>	<input type="checkbox"/>	<input type="checkbox"/>			
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
3. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
4. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
5. SUB-DIVISION APPROVAL Purpose: <u>Signed approval and amended site plan</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
6. DEP/LURC APPROVALS Purpose: <u>Attached to purchase &amp; sale agreement</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
7. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
8. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
9. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

Further specifications regarding any of the above:

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

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

NA

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

13 AGENCY DISCLOSURE. Buyer and Seller acknowledge they have been advised of the following agency relationships.  
Neither the seller or the buyer have agency relationships.

\_\_\_\_\_ of \_\_\_\_\_ 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: DEP Approval, Subdivision Approval, Survey plan

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

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

Page 3 of 4 - P&S LO Buyer(s) Initials [Signature] Seller(s) Initials [Signature]

FUA 878-6338 3/11

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

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

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

BUYER \_\_\_\_\_ SSN OR TAXPAYER ID# \_\_\_\_\_

BUYER \_\_\_\_\_ SSN OR TAXPAYER ID# \_\_\_\_\_

Buyer's Mailing address is \_\_\_\_\_

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: \_\_\_\_\_

Signed this \_\_\_\_\_ 3rd day of Feb, 2003  
Robert L. Adams for Goldeneye Corp. \_\_\_\_\_  
SELLER SSN OR TAXPAYER ID# 02-0645373

SELLER \_\_\_\_\_ SSN 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 3/28/03  
DATE RD

Robert L. Adams \_\_\_\_\_ 3/1/03 \_\_\_\_\_  
BUYER DATE SELLER DATE

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



4

STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE HOUSE STATION 17      AUGUSTA, MAINE 04333

DEPARTMENT ORDER

IN THE MATTER OF

BURT WOLF & BOB ADAM	) SITE LOCATION OF DEVELOPMENT
Portland & Falmouth, Cumberland County	) NATURAL RESOURCES PROTECTION ACT
PRESUMSCOT RIVER PLACE,	) WATER QUALITY CERTIFICATION
FALMOUTH PHASE & PHASE 3	) FINDINGS OF FACT AND ORDER
L-19486-L2-C-N (approval)	
L-19486-L6-D-N	

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq. and 480-A et seq., and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of BURT WOLF AND BOB ADAM with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1.    PROJECT DESCRIPTION:

A.    History of Project: The applicants purchased the project parcel in the mid 1980's and have since developed several residential subdivisions. Presumpscot River Place - Phase 1 was developed in 1984 and consists of 27 lots. Presumpscot River Place - Phase 2 was developed in 1985 and consists of 27 lots. Alice Road and Hope Avenue were constructed in 1993 and consist of a total of 9 lots. Presumpscot River Place - Falmouth was developed in 1998 and consists of 22 lots on 45 acres.

The Falmouth phase obtained a stormwater management permit, DEP #L-19486-NI-B-N, and a Wetland Alteration permit, Tier 1 #98-503-S, for 6,500 square feet of forested freshwater wetland fill. Both permits are dated February 23, 1998. On May 12, 1998, the applicants increased the amount of wetland fill approved by 3,315 square feet, with DEP #98-554-S. DEP # 99-708-S, dated February 18, 1999, approved an additional 990 square feet of wetland fill on lot 4. DEP #99-839-S, dated October 4, 1999, approved an additional 3,078 square feet of freshwater wetland fill. Wetland impacts for the Falmouth Phase now total 13,883 square feet.

B.    Summary: The applicants are seeking approval under the Site Location of Development Act (Site Law) for the existing Falmouth Phase of Presumpscot River Place and for a proposed Phase 3 located within the City of Portland. The earlier phases were recorded more than 5 years ago and do not need to be approved under the Site Law. Phase 3 will subdivide a 53.4 acre parcel of land into 29 house lots ranging in size from approximately 0.55 to 2.71 acres, and two lots 31 and 32, 1.46 and 22.41 acres, respectively. The applicants do not propose to develop lots 31 and 32 at this time. Phase 3 is shown on a set of plans, the first of which is entitled "Presumpscot River Place - Phase 3," prepared

by Gorrill-Palmer Consulting Engineers Inc., and dated November 2001, with a last revision date of August 22, 2002. The Falmouth Phase is shown on a set of plans the first of which is entitled, "Final Subdivision Plan," prepared by Stephen W. Tibbetts, P.E. and Owen Haskell, Inc., and dated September 16, 1997. The project site is located at the north end of Curtis Road, in the City of Portland, Maine and to the west of Stapleford Drive, in the Town of Falmouth.

The applicants are also seeking a Natural Resources Protection Act permit to cross three streams for the construction of the access road to Phase 3, Hope Avenue, and to place stormwater outfalls adjacent to the streams. The project will also fill approximately 13,276 square feet of forested freshwater wetlands for the construction of Hope Avenue and lots 6 and 7 in Phase 3.

C. Current Use of Site: The site of Phase 3 is currently undeveloped fields and woodland. There are no structures on the property. The Falmouth Phase is developed with single-family homes. Both phases contain a Central Maine Power Easement and are located adjacent to the Presumpscot River.

2. FINANCIAL CAPACITY:

The cost for the Falmouth Phase was \$400,000. Falmouth Phase has been completed and no improvements are required at this time. The total cost of Presumpscot River Place Phase 3 is estimated to be \$1,597,000. The applicants are in the process of selling a parcel of land along the Presumpscot River to the City of Portland. The applicants submitted a copy of the purchase and sales agreement with the City of Portland and a letter stating that they intend to use that money towards the construction of Phase 3. The applicants also submitted a letter from Peoples Bank, dated March 7, 2002 indicating that it intends to provide additional financing for this project.

The Department finds that the applicants have demonstrated adequate financial capacity to comply with Department standards.

3. TECHNICAL ABILITY:

The applicants provided resume information for key persons involved with the project and a list of projects successfully constructed by the applicant. The applicants also retained the services of Gorrill-palmer Consulting Engineers, Inc., a professional engineering firm, to assist in the design and engineering of the project.

The Department finds that the applicants have demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The Department finds that no regulated sources of noise have been identified.

5. SCENIC CHARACTER:

The proposed project is located adjacent to other residential subdivisions and undeveloped land that runs along the north and west property boundaries. The applicants are selling a portion of their property, which runs along the Presumpscot River to the City to permanently protect it from development. The project is located in the City of Portland's North Deering neighborhood, an area currently experiencing a high residential housing demand.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

The applicants propose to cross three streams for the construction of Hope Avenue. The proposed stream crossings are shown on plans entitled "Grading, Drainage & Erosion Control Detail Plan and Profile," prepared by Gorrill-Palmer Consulting Engineers and last revised June 21, 2002. The inlet and outlets of all proposed stream crossings will be protected with riprap aprons. The first stream crossing, located at station 28 along Hope Avenue, will be a 36-inch culvert and measure 103 feet in length. The second stream crossing, located at station 17.5, will be a 24-inch culvert and measure 115 feet in length. The third stream crossing, located at station 14.5, will be an 18-inch culvert and measure 145 feet in length.

The Maine Department of Inland Fisheries & Wildlife (MDIFW) reviewed the proposed project. In its comments, MDIFW stated that it found no records of any essential or significant wildlife habitats, or other wildlife habitats of special concern associated with this site. IF&W stated that the project could potentially impact fisheries on the Presumpscot River. Subsequently, IF&W fisheries biologists and the applicants' consultant agreed that permanently protecting the proposed stream buffers with deed restrictions will ensure that fisheries on the Presumpscot River are not likely to be impacted by the project. The applicants revised the set of plans referenced in Finding 1 to reflect this agreement. The applicants propose to provide stream buffers that are more than 100 feet wide on lots 5 and 6; a minimum of 100 foot wide on lots 2, 3, 4 and 8; 75 feet wide on lots 1, 9, 10, 15, 16 and 22; and 50 feet wide on lot 30. IF&W also stated that the stormwater drainage system should be designed to minimize water quality impacts to the small streams. The applicants revised the stormwater management plan to move all stormwater outlets a minimum of 25 feet away from the streams. These changes are reflected in the grading, drainage and erosion control plans referenced earlier in this Finding.

The Department finds that the applicants have made adequate provision for the protection of wildlife and fisheries.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission (MHPC) reviewed the proposed project. At the request of MHPC, the applicant conducted both Phase I and Phase II archeological surveys. Upon reviewing the results of those surveys, MHPC stated that the project will not have an effect upon any structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966.

The Maine Natural Areas Program database does not contain any records documenting the existence of rare or unique botanical features on the project site and, as discussed in Finding 6, MDIFW did not identify any unusual wildlife habitats located on the project site. The applicants' consultant surveyed the proposed project site and confirmed that no unusual features exist on-site.

The Department finds that the proposed development will not have an adverse effect on the preservation of historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The applicants propose to protect several small streams that flow through the project site with undisturbed buffers as discussed in Findings 6 and 19.

The Department finds that the applicants have made adequate provision for buffer strips.

9. SURFACE WATER QUALITY:

The proposed project is not located within the watershed of a lake or great pond. No discharges to surface waters are proposed other than stormwater.

The proposed project includes 4.55 acres of impervious area and is located within the watershed of the Presumpscot River. Because of the project's location and size, stormwater runoff from the project site must be treated to meet the sliding scale total suspended solids (TSS) standard outline in Chapter 500 of the Department Rules. The applicants propose to remove 40 per cent of TSS from the project's stormwater runoff by installing two Vortech Stormwater Treatment units, Model #5000 and Model #11000, as well as Casco Traps on all catch basins. The locations of the Vortech units, labeled as WQU1 and WQU2, are shown on the plan prepared by Gorrill-Palmer Consulting Engineers Inc., entitled "Grading, Drainage and Erosion Control Plan and Profile," last revised June 21, 2002.

As discussed in Finding 11, the applicants' proposed stormwater management system was reviewed by, and revised in response to, comments from the Division of Watershed Management of the Bureau of Land and



Water Quality (DWM). Specific aspects of the system, including measures to protect water quality, are further discussed in Finding 11.

Based on the stormwater management system's design and the comments discussed above, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the stormwater quality standards contained in Department Rules, Chapter 500 and to ensure that the project will not have an unreasonable adverse impact on surface water quality.

10. SOILS:

The applicants submitted a soil survey map and report based on the soils found at the project site. This report was prepared by a certified soil scientist and reviewed by staff from the Division of Environmental Assessment of the Bureau of Land and Water Quality (DEA).

The Department finds that, based on this report and DEA's review the soils on the project site present no limitations to the proposed project that cannot be overcome through standard engineering practices.

11. STORMWATER MANAGEMENT:

The applicants are not proposing a formal stormwater management system to detain stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. Instead, since the project site is located adjacent to the Presumpscot River, the applicants request a waiver from the peak flow standard pursuant to Department Rules, Chapter 500(3)(A)(1).

The stormwater management system proposed by the applicants was reviewed by, and revised in response to, comments from the Division of Watershed Management of the Bureau of Land and Water Quality (DWM). In its comments, DWM stated that the proposed system complies with Department standards for stormwater management and the waiver may be granted.

Based on the system's design and these comments, the Department finds that the applicants have made adequate provision to ensure that the proposed project will meet the stormwater quantity standards for: (1) peak flow from the site and peak flow of the receiving waters; (2) grading or other construction activity; (3) channel limits and runoff areas; (4) maintenance; (5) discharge to freshwater wetlands; and (6) level spreaders.

12. MAINTENANCE OF COMMON FACILITIES:

The applicants will be responsible for the maintenance of all common facilities including the road and stormwater management system, which maintenance will include, but not be limited to, any necessary erosion and sedimentation control measures, and the long-term maintenance of the stormwater management system as outlined in Section 13 of the application.

13. EROSION AND SEDIMENTATION CONTROL:

The applicants submitted an Erosion and Sedimentation Control Plan as Section 24 of the application. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of DWM. Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

The Department finds that the applicants have made adequate provision to control erosion and sedimentation.

14. GROUNDWATER:

The project site is not located over a mapped sand and gravel aquifer. The project does not propose any withdrawal from, or discharge to, the groundwater except for the subsurface wastewater disposal systems in the Falmouth Phase. DEA reviewed the proposed project and commented that there will not be an impact to groundwater.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality or quantity.

15. WATER SUPPLY:

When completed, the proposed project is anticipated to use 19,080 gallons of water per day. The Portland Water District will supply the water. The applicants submitted a letter from the District, dated January 17, 2002, indicating that it will be capable of servicing this project.

The Department finds that the applicants have made adequate provision for securing and maintaining a sufficient and healthful water supply.

16. WASTEWATER DISPOSAL:

When completed, Phase 3 of the proposed project is anticipated to discharge 10,800 gallons of wastewater per day to the City of Portland's Portland Water District wastewater treatment facility. The applicants and the City of Portland agreed to extend the sewer lines and construct a pump station to serve this project. The applicants submitted a letter from the City of Portland's Public Works Department stating that it will accept these flows. This project was reviewed by the Division of Engineering, Compliance and Technical Assistance of the Bureau of Land and Water Quality (DECTA), which commented that the City of Portland's Portland Water District wastewater treatment facility has the capacity to treat these flows and is operating in compliance with the water quality laws of the State of Maine.

Based on DECTA's comments, the Department finds that the applicants have made adequate provision for Phase 3's wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

Wastewater for the Falmouth Phase is currently being disposed of by individual subsurface wastewater disposal system on each lot. The applicants submitted the soil survey map and report discussed in Finding 14. Each individual system was designed to meet the requirements of the Maine State Plumbing Code. This information was reviewed by, and revised in response to comments from DEA.

Based on DEA's comments, the Department finds that the wastewater disposal systems were built on suitable soil types.

17. SOLID WASTE:

When completed, the proposed project is anticipated to generate 450 cubic yards of household solid waste per year. All general solid wastes from the proposed project will be disposed of at Regional Waste Systems, which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 5,880 cubic yards of stumps and grubblings. All stumps and grubblings generated will be disposed of on site, either chipped or burned, with the remainder to be worked into the soil, in compliance with Solid Waste Management Regulations of the State of Maine or will be disposed of at the Jolly Farmer facility in Poland, which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 400 cubic yards of construction debris and demolition debris. All construction and demolition debris generated will be disposed of at Maine Energy Recycling Company, which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

Based on the above information, the Department finds that the applicants have made adequate provision for solid waste disposal.

18. FLOODING:

The proposed project is not located within the 100-year floodway of any river or stream.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

19. WETLAND IMPACTS:

The applicants propose to alter 13,276 square feet of forested freshwater wetland to construct the Phase 3 access road and to place fill on Lots 6 & 7. The Falmouth Phase previously altered 13,883 square feet of freshwater wetlands as outlined in Finding 1. The cumulative impact on freshwater wetlands for this project totals 27,159 square feet.

The Wetland Protection Rules, Chapter 310 requires that the applicants meet the following standards:

a. Avoidance. No activity, which would cause a loss in wetland area, functions and values, will be permitted if there is a practicable alternative to the project that will be less damaging to the environment. The applicants submitted an alternative analysis for the proposed project. There are no other alternatives that would impact less wetlands.

b. Minimal Alteration. The applicants are required to minimize the amount of wetland alteration while meeting the project's purpose. The applicants designed the project to minimize wetland impacts. Building windows have been changed to avoid wetland impacts to the greatest extent practicable.

c. Compensation. The applicants have not submitted a functional assessment. Department staff visited the site on several occasions and determined that a functional assessment was not necessary. The applicants propose to protect 7.6 acres of streams and forested uplands with a deed restriction. The protected area is shown on a plan entitled, "Wetland Permitting Plan Presumpscot River Place," prepared by Gorrill-Palmer Consulting Engineers Inc., and last revised August 22, 2002. Prior to the start of construction, a copy of the recorded deed restriction must be submitted to the Bureau of Land and Water Quality.

The Department finds that the applicants have avoided and minimized wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the project's purpose.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.

- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.
- I. The proposed activity is not on an outstanding river segment as noted in 38 M.R.S.A. Section 480-P.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

- A. The applicants have provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.
- B. The applicants have made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided a copy of the recorded deed restriction is submitted to the Bureau of Land and Water Quality as discussed in Finding 19.
- C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil.
- D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.
- E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.
- F. The applicants have made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.
- G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of BURT WOLF & BOB ADAM to construct Presumpscot River Place, Falmouth Phase and Phase 3, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this or previous orders, the applicants shall take all necessary actions to ensure that their activities or those of their agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. The applicants shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
4. The applicants shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicants also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicants shall make this file available for inspection upon request by the Department.
5. Prior to the start of construction, a copy of the recorded deed restriction shall be submitted to the Bureau of Land and Water Quality.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED AT AUGUSTA, MAINE, THIS 23<sup>rd</sup> DAY OF August, 2002.

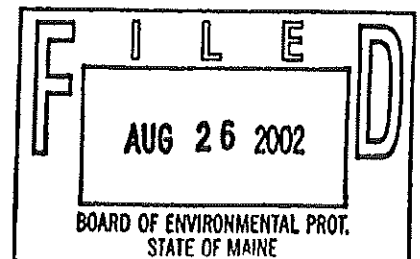
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
 MARTHA G. KIRKPATRICK, COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

Date of initial receipt of application 3/12/02  
 Date of application acceptance 3/19/02

Date filed with Board of Environmental Protection  
 deh/L19486cn



**SITE LOCATION OF DEVELOPMENT (SITE)**  
**STANDARD CONDITIONS**

**STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL.**

1. This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents is subject to the review and approval of the Board prior to implementation. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited, without prior approval by the Board of Environmental Protection, and the applicant shall include deed restrictions to this effect.
2. The applicant shall secure and comply with all applicable Federal, State and local licenses, permits, authorizations, conditions, agreements, and orders, prior to or during construction and operation as appropriate.
3. The applicant shall submit all reports and information requested by the Board or Department demonstrating that the applicant has complied or will comply with all conditions of this approval. All preconstruction terms and conditions must be met before construction begins.
4. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.
5. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.
6. If the construction or operation of the activity is not begun within two years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. Reapplications for approval shall state the reasons why the development was not begun within two years from the granting of the initial approval and the reasons why the applicant will be able to begin the activity within two years from the granting of a new approval, if granted. Reapplications for approval may include information submitted in the initial application by reference.
7. If the approved development is not completed within five years from the date of the granting of approval, the Board may reexamine its approval and impose additional terms or conditions or prescribe other necessary corrective action to respond to significant changes in circumstances which may have occurred during the five-year period.
8. A copy of this approval must be included in or attached to all contract bid specifications for the development.
9. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

(2/81)/Revised November 1, 1979

## STANDARD CONDITIONS

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, TITLE 38, M.R.S.A. SECTION 480-A ET.SEQ. UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. **Approval of Variations From Plans.** The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. **Compliance With All Applicable Laws.** The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. **Erosion Control.** The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. **Compliance With Conditions.** Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other than specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. **Initiation of Activity Within Two Years.** If construction or operation of the activity is not begun within two years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits shall state the reasons why the applicant will be able to begin the activity within two years from the granting of a new permit, if so granted. Reapplications for permits may include information submitted in the initial application by reference.
- F. **Reexamination After Five Years.** If the approved activity is not completed within five years from the date of the granting of a permit, the Board may reexamine its permit approval and impose additional terms or conditions to respond to significant changes in circumstances which may have occurred during the five-year period.
- G. **No Construction Equipment Below High Water.** No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- H. **Permit Included In Contract Bids.** A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- I. **Permit Shown To Contractor.** Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.



Ken Brockman -  
Cumberland Title

GOLDENEYE CORP.  
P.O. BOX 1382  
PORTLAND, ME 04104

Robert Adams  
Tel. 207-781-3224

Burt Wolf  
Tel. 207-773-5650

**BUYER CONDITIONS**

The Buyer agrees that:

1. The Premise is subject to the conditions of the approved recording Plat;
2. The Premise is subject to the Declaration of Restrictions to be recorded at the Cumberland County Registry of Deeds;
3. ~~Any structure that is to be built on the Premises must be approved by the Seller and his agent~~ No structure shall be erected on the Premises except one detached single family, residential dwelling of not more than two and one-half stories in height, and containing not less than 2000 square feet of enclosed space above the foundation, excluding garages and open porches, except in instances when the Seller shall give prior permission to the contrary in writing. All homes shall be required to include an attached garage containing not less than two bays;
4. There shall be no house trailer, business or commercial vehicle or vehicles or similar nature shall be brought upon, or maintained or be permitted to remain on the Premises except a business vehicle normally used by a lot owner in his or her occupation. No unregistered or inoperable motor vehicles or trailers of any nature may be kept upon the Premise unless such vehicle is stored in a garage or other enclosed structure. No recreational vehicles, camping trailers or similar vehicles shall be permitted or maintained on any lot unless the same are stored completely within a garage.
5. No livestock, animals or poultry, other than dogs and cats shall be kept, maintained or allowed on the Premise.
6. ~~The Buyer is required to conserve any trees on their lot meeting the City of Portland's substantial specifications and standard of practice and landscape design guidelines.~~

*j* 10/24/02

MDEP

Buyer acknowledges receipt of a copy of the Maine Department of Environmental Protection (MDEP) Site Location of Development Act Permit for the project. It is the Buyer's responsibility to review the Permit as it may affect their proposed lot.

  
BUYER

BUYER

DATE 10/24/02

To: BUYER  
From: SELLER, GOLDENEYE COOPERATION


SELLER will be responsible for snow plowing and sanding Hope Avenue until said road is accepted by the City of Portland.

SELLER will be responsible to provide electricity to street light poles until the City accepts Hope Avenue

SELLER has provided BUYER with a "copy of sheets 7, 8, 9, & 14 from the Plan Set as stated in Item # 12 of the Notes

SELLER has provided BUYER with a copy of the Maine Department of Environmental Protection (MDEP) Site Location Permit for the project. It is the BUYER'S responsibility to review the Permit as it may affect their proposed lot.

BUYER is responsible for their own rubbish removal until the City accepts Hope Avenue.

  
Signature \_\_\_\_\_ Date 10/24/02

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



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

2003-0071  
Application I. D. Number

4/15/2003  
Application Date

Lot 25, Hope Ave., Presumpscot River  
Project Name/Description

Jeff & Kristen Martin  
Applicant  
4 Essex Court, Yarmouth, ME 04096  
Applicant's Mailing Address

25 - 25 Hope Ave, Portland, Maine  
Address of Proposed Site  
389 G003001  
Assessor's Reference: Chart-Block-Lot

Consultant/Agent  
Applicant Ph: (207) 000-0000 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) foundation only

Proposed Building square Feet or # of Units 47161 Acreage of Site R2  
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 4/15/2003

**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 | _____ 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 _____                              |                             |

## SPACE AND BULK REQUIREMENTS - R-2 ZONE

MINIMUM LOT SIZE: 10,000 S.F.

MINIMUM FRONTAGE: 50 FT.

MINIMUM SETBACKS:

FRONT YARD 25 FT.

REAR YARD 25 FT

SIDE YARD\*

1 STORY 12 FT.

1 1/2 STORY 12 FT.

2 STORY 14 FT.

2 1/2 STORY 16 FT.


MINIMUM LOT WIDTH:

OTHER USES: 80 FT.

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

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

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

 **Traffic and Civil Engineering Services**  
PO Box 1237, 15 Shoker Road  
Gray, ME 04039  
207-657-6910

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

Figure No.

**1**

P. A. Ricci Excavating, Inc.  
40 Chambers Avenue  
South Portland, Maine 04106

Phone 767-4338 Cell Phone  
671-8343 Pager 741-1996

.....  
Kirstine & Jeff Martin March 5, 2003  
165 Elderberry Drive H- 799-4455 C- 415-4745  
South Portland, Me 04106 W- 797-3688 x 208  
.....  
Terms: 1/2 down, 2/3 remaining balance when walls are poured. Balance upon completion

-----  
Job Location: LOT 25 Presumpscot River Woods.  
.....  
Remove trees 20' around house and garage foundation  
Burry stumps and brush on lot  
Stock pile existing loom on lot  
Excavate for house foundation according to plans  
Form and pour footings for house and garage  
Form and pour house and garage according to plans with bulkhead and 4 windows  
Water plug and waterproof house wall  
All stone under house floor with radon  
Install inside and outside gravity foundation drain to stub at property line  
Pour 4" basement floor and finish  
Install sand inside garage foundation and compact  
Install 4" concrete floor with fiber mesh and finish for garage  
Install gravel driveway approxamatly 12' x 75' x 24' wide at garage  
Install 4 " sewer line from house to stub at property line  
Install 1 " water line from house to shut off at property line  
Grade entire area around house and garage  
Spread existing loom around house foundation and garage  
Excavate for electrical trench

Price includes \$ 1500.00 for extra fill around house if needed  
Price includes all material and labor above  
Price does not include any extra loom or seeding

Contract Price: \$38,745.00

.....  
If this contract is places with an attorney for collection, customer agrees to pay all attorney fees. Interest charged for late payment 1.5%.

Customer: \_\_\_\_\_ Dated: \_\_\_\_\_

Customer: \_\_\_\_\_ Dated: \_\_\_\_\_

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Form and pour house and garage according to plans with bulkhead and 4 windows  
Water plug and waterproof house wall  
All stone under house floor with radon  
Install inside and outside gravity foundation drain to stub at property line  
Pour 4" basement floor and finish  
Install sand inside garage foundation and compact  
Install 4" concrete floor with fiber mesh and finish for garage  
Install gravel driveway approxamatly 12' x 75' x 24' wide at garage  
Install 4 " sewer line from house to stub at property line  
Install 1 " water line from house to shut off at property line  
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Spread existing loom around house foundation and garage  
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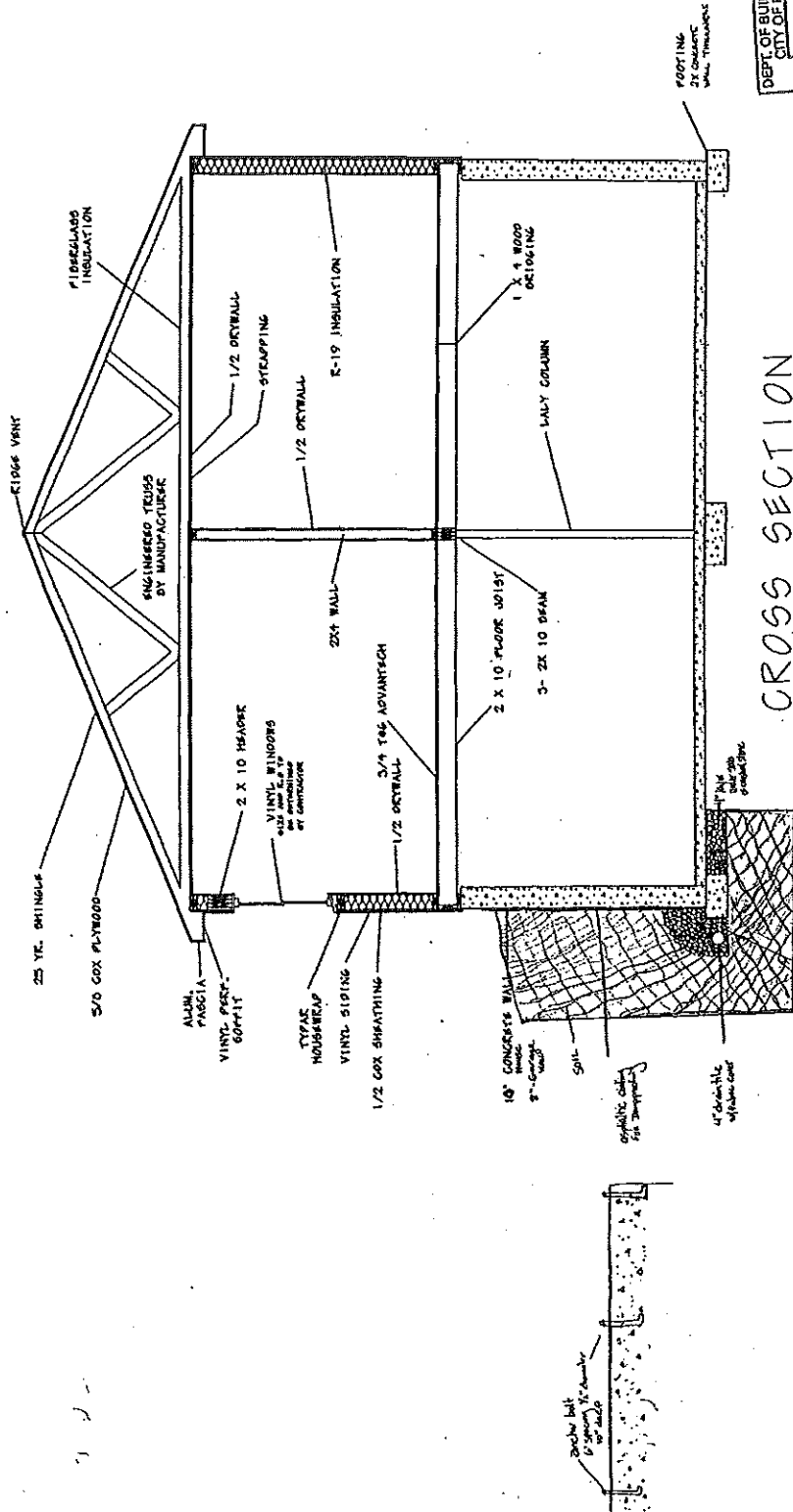
Customer: \_\_\_\_\_ Dated: \_\_\_\_\_

Customer: \_\_\_\_\_ Dated: \_\_\_\_\_





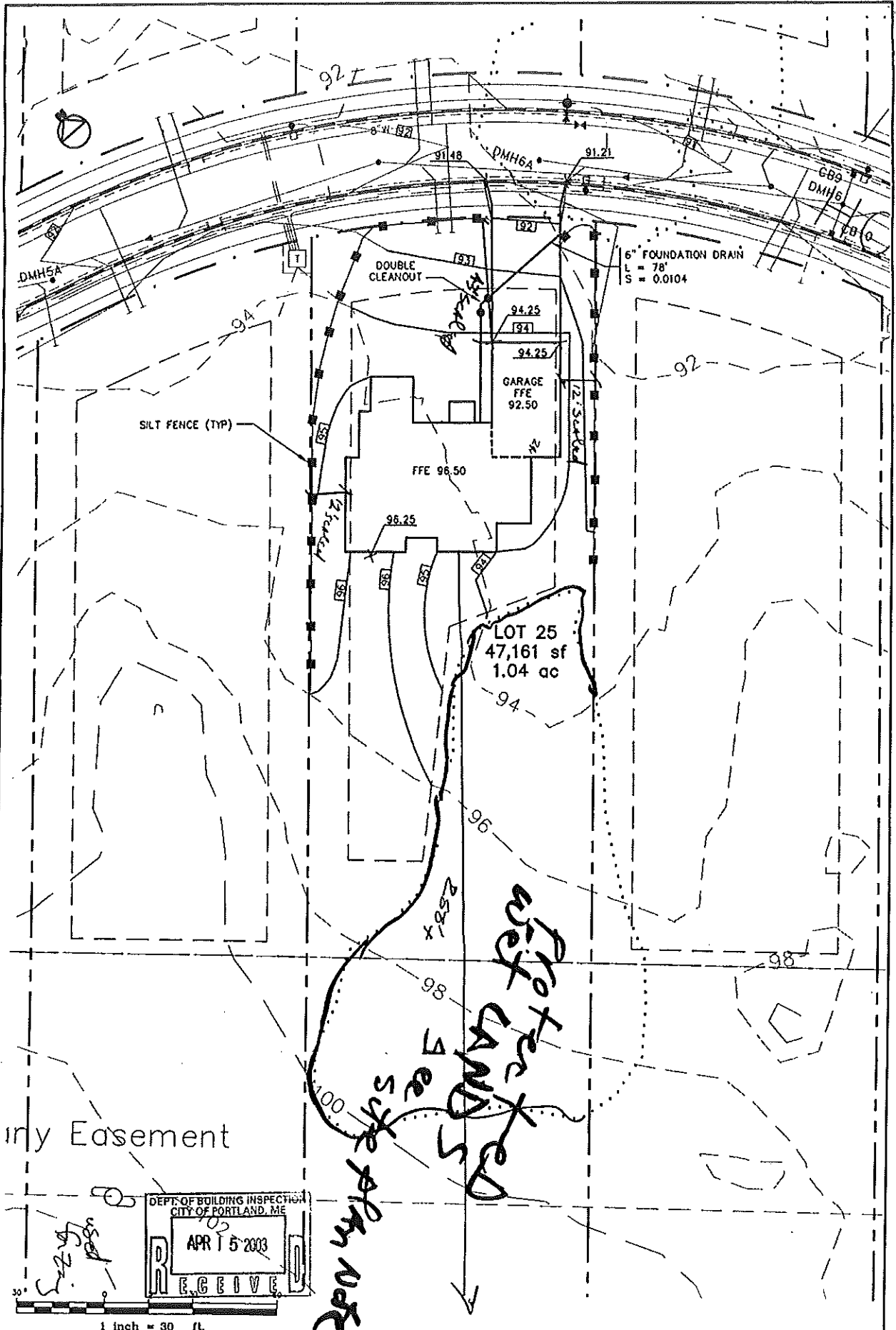
Martin 131 Hope Ave



DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME  
MAY - 5 2003  
RECEIVE

CROSS SECTION  
NOT TO SCALE





ing Easement

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for*

DEPT. OF BUILDING INSPECTION  
CITY OF PORTLAND, ME  
APR 15 2003  
RECEIVED

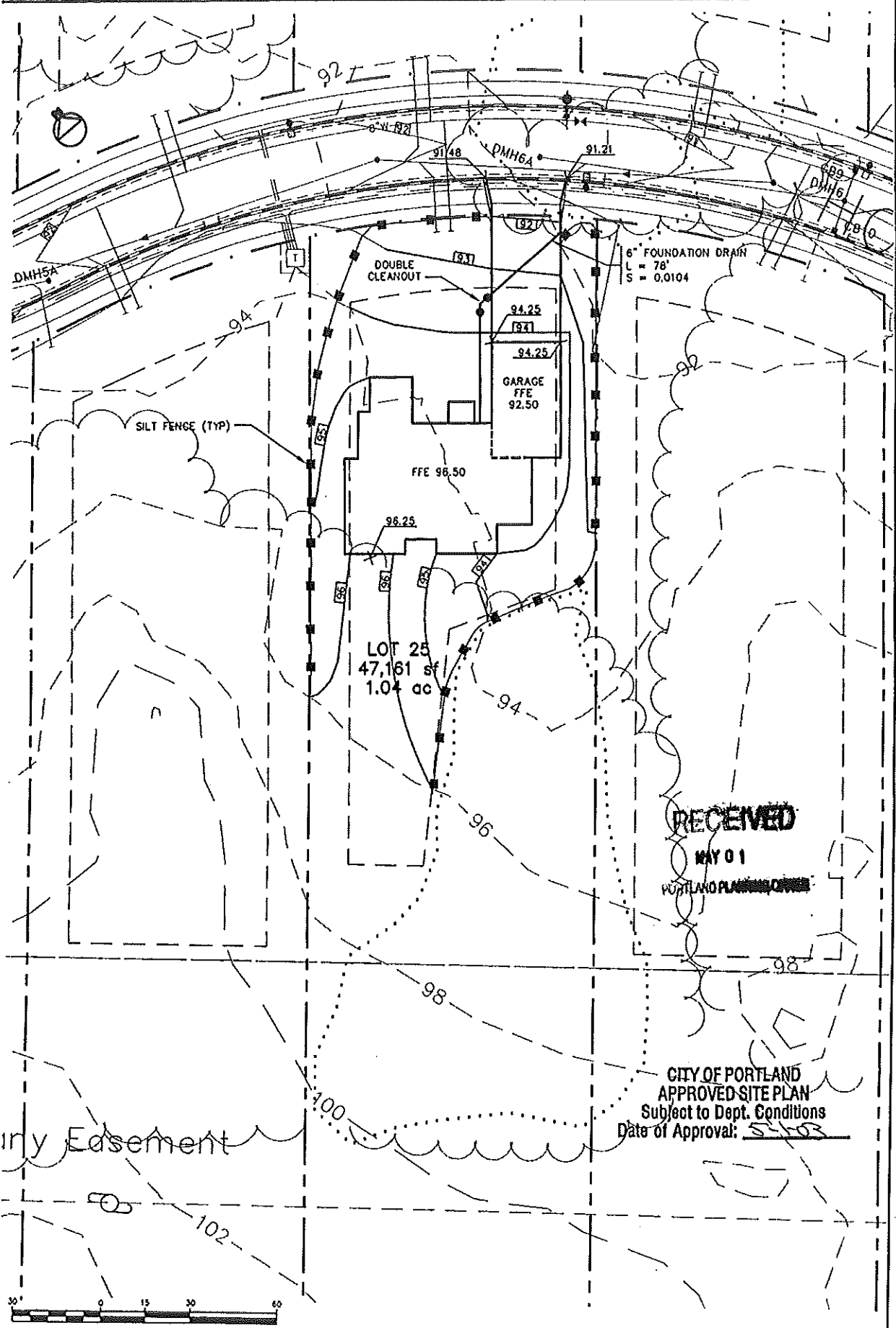
Design: DCA	Date: APR 03
Drawn: GA	Job No.: 759
Checked: JAP	Scale: 1"=30'
File Name: 759-SP	

**GP** Corroll-Palmer Consulting Engineers, Inc.  
Traffic and Civil Engineering Services

72 New 1917  
11 Park St  
One 14 605A  
Portland, ME 04103  
Tel: 603-875-1111  
Fax: 603-875-1111  
E-Mail: info@corrollpalmer.com

Drawing Name: Lot 25 Grading & Drainage Plan  
Project: PRESUMPCOT RIVER PLACE

Figure No. 3

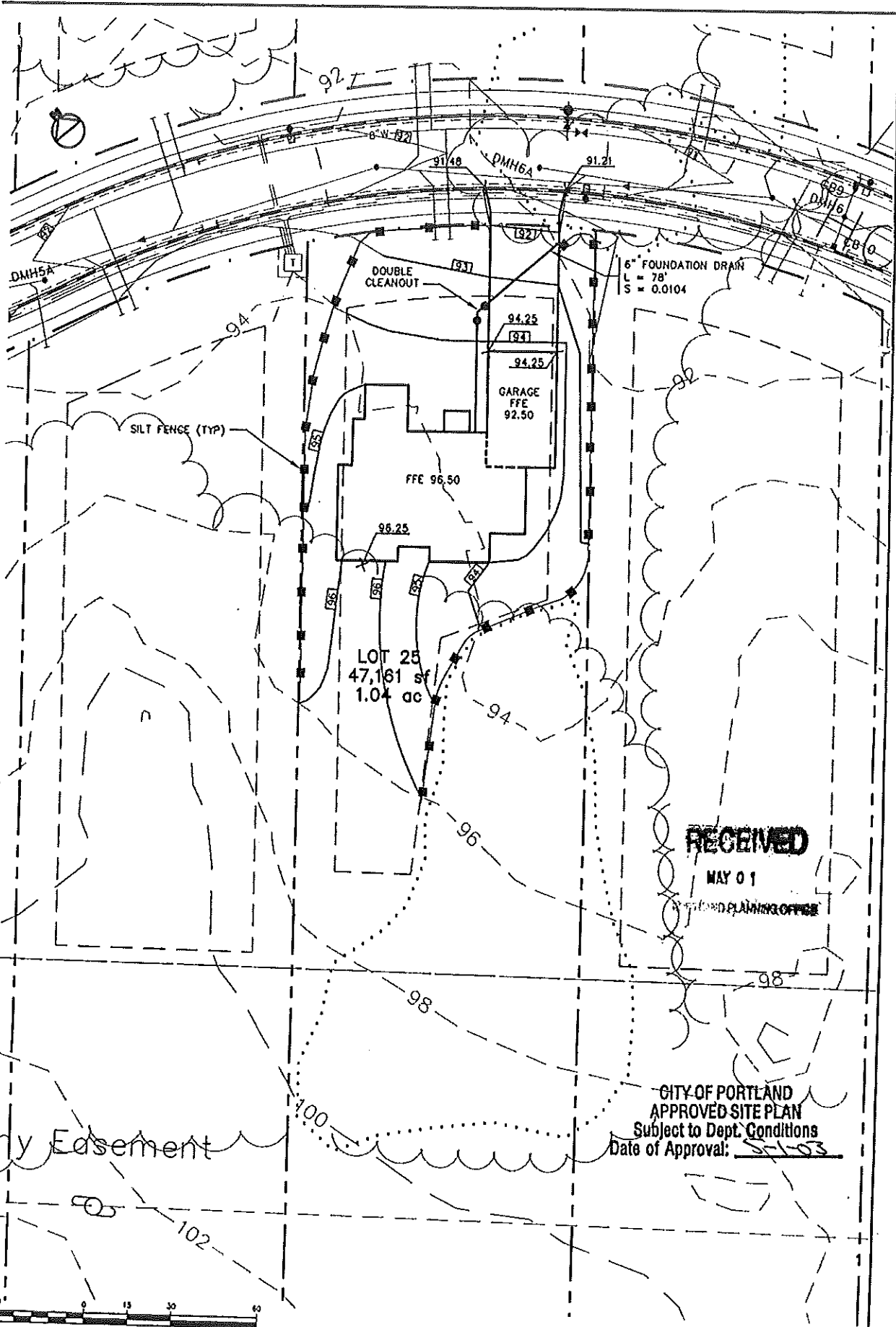


Design: DER	Date: APR 03
Draft: GJK	Job No: 739
Checked: AMP	Scale: 1"=30'
File Name: 739-SP	

**GP** Gorrill-Palmer Consulting Engineers, Inc.  
 Traffic and Civil Engineering Services  
 200 West 11th  
 Portland, ME 04101  
 Tel: 603-875-1111  
 Fax: 603-875-1112  
 E-mail: gorrill@palmer.com

Drawing Name:  
**Lot 25 Grading & Drainage Plan**  
 Project:  
**PRESUMPSCOT RIVER PLACE**

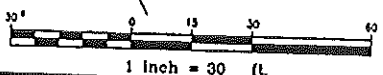
Figure No.  
**3**



**RECEIVED**  
 MAY 01  
 CITY OF PORTLAND PLANNING OFFICE

CITY OF PORTLAND  
 APPROVED SITE PLAN  
 Subject to Dept. Conditions  
 Date of Approval: 5-1-03

iny Easement



Design: DER	Date: APR 03
Draft: GUL	Job No: 759
Checked: ANP	Scale: 1"=30'
File Name: 759-SP	

**GP** Gorill-Palmer Consulting Engineers, Inc.  
 Traffic and Civil Engineering Services  
 221-427-1111  
 221-427-1111  
 1-800-448-6747

Drawing Name: **Lot 25 Grading & Drainage Plan**  
 Project: **PRESUMPCOT RIVER PLACE**

Figure No.  
**3**