

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read Application And Notes, if Any, Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 031452

This is to certify that Stroudwater Farms Assoc/Kennedy & W Construction
has permission to Build new 2100 sq. Ft. Single family
AT 50 Rivers Edge Dr (Lot #7) 217 A037001

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.

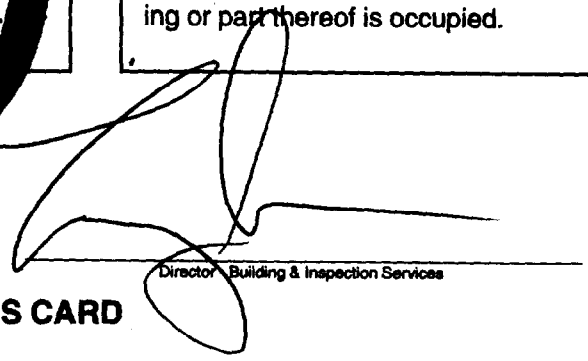
Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is occupied or enclosed-in. **HEAR NOTICE IS REQUIRED.**

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

OTHER REQUIRED APPROVALS

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



Director Building & Inspection Services


PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

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


Permit No: 03-1452	Issue Date:	CBL: 217 A037001
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Location of Construction: 50 Rivers Edge Dr (Lot #7)	Owner Name: Stroudwater Farms Assoc	Owner Address: 91 Johnson Rd	Phone: 207-781-3036
Business Name: n/a	Contractor Name: Kennedy & Walsh Construction	Contractor Address: 91 Johnson Rd. Portland	Phone: 2077813036
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	Zone: C8

Past Use: Vacant	Proposed Use: Build new 2100 sq. Ft Single Family	Permit Fee: \$1,689.00	Cost of Work: \$177,000.00	CEO District: R-3 Regular
Proposed Project Description: Build new 2100 sq. Ft. Single Family		FIRE DEPT: 	INSPECTION: Use Group: R-3 Type: 5B BOCA 99	
		Signature:	Signature:	

PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)	
Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____

Permit Taken By: gg	Date Applied For: 11/20/2003	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland <i>N/A</i></p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone <i>panel 12 zone X</i></p> <p><input type="checkbox"/> Subdivision</p> <p><input checked="" type="checkbox"/> Site Plan <i>#2003-0248</i></p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/></p> <p><i>ok with conditions</i></p> <p>Date: <i>12/1/03</i></p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: </p>
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CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 03-1452	Date Applied For: 11/20/2003	CBL: 217 A037001
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Location of Construction: 50 Rivers Edge Dr (Lot #7)	Owner Name: Stroudwater Farms Assoc	Owner Address: 91 Johnson Rd	Phone: 207-781-3036
Business Name: n/a	Contractor Name: Kennedy & Walsh Construction	Contractor Address: 91 Johnson Rd. Portland	Phone (207) 781-3036
Lessee/Buyer's Name n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: Build new 2100 sq. Ft Single Family	Proposed Project Description: Build new 2100 sq. Ft. Single Family
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 12/01/2003**Note:** **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently a deck 14' x 17' is being shown and approved. Currently a front farmer's type porch is being approved. No daylight basements are being shown or approved.
- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 12/17/2003**Note:** **Ok to Issue:**

- 1) Smoke detectors must be installed on every level in a common area and in every bedroom. They must be interconnected and battery backup.
- 2) Anchor bolts must be a minimum of 1/2" diameter and placed a maximum of 6'-0" on center.
- 3) Separate permits are required for any electrical or plumbing work.

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

2003-0248
Application I. D. Number
11/20/2003
Application Date
Rivers Edge (Lot #7)
Project Name/Description

Stroudwater Farms Assoc
Applicant
91 Johnson Rd , Falmouth , ME 04105
Applicant's Mailing Address

50 Rivers Edge Dr , Portland, Maine
Address of Proposed Site
217 A037001
Assessor's Reference: Chart-Block-Lot

Consultant/Agent
Applicant Ph: (207) 781-3036 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) _____

2100 sq. Ft. 23,393 sq. Ft.
Proposed Building square Feet or # of Units Acreage of Site Zoning

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

Fees Paid: Site Plan \$250.00 Subdivision _____ Engineer Review \$50.00 Date 11/25/2003

Status: Reviewer Jay Reynolds
 Approved Denied

Approval Date 12/12/2003 Approval Expiration 12/12/2004 Extension to _____ Additional Sheets Attached
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**

2003-0248

Application I. D. Number

11/20/2003

Application Date

Rivers Edge (Lot #7)

Project Name/Description

Stroudwater Farms Assoc

Applicant

91 Johnson Rd , Falmouth , ME 04105

Applicant's Mailing Address

Consultant/Agent

Applicant Ph: (207) 781-3036 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Rivers Edge Dr , Portland, Maine

Address of Proposed Site

217 A037001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 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.
- 2 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 3 Your new street address is now #50 River's Edge Drive, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4 A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 5 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 6 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

217-A-37

Soil type/Presumptive Load Value (Table 401.4.1) _____		
STRUCTURAL		
Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2)	OK	
Foundation Drainage Dampproofing (Section 406)	OK - show	
Ventilation (Section 409.1) Crawls Space ONLY	N/A	
Anchor Bolts/Straps (Section 403.1.4)	Not shown	
Lally Column Type, Spacing and footing sizes (Table 502.3.4(2))	OK - 7'-8' spac ^{OK}	
Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2))	OK 3-1 3/4" x 9 1/2" LVL's	
Sill/Band Joist Type & Dimensions	OK 2x6	
First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1))	OK - 2x10	
Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(1))	OK - 2x10	

①

Attic or additional Floor Joist Species Dimensions and Spacing (Table 802.4.2 or 503.3.1(1) & Table 503.3.2(1))	OK 2"x8"	
Roof Rafter; Pitch, Span, Spacing & Dimension (Table 802.3.2(7))	OK 2"x8"-16"OC	
Sheathing; Floor, Wall and roof (Table 503.2.1(1))	OK	
Fastener Schedule (Table 602.3(1) & (2))		
Private Garage Section 309 and Section 407 1999 BOCA) Living Space? YES - unfinished (Above or beside)		
Fire separation	OK	
Fire rating of doors to living space Door Sill elevation (407.5 BOCA)	OK - shows step	
Egress Windows (Section 310)	OK	
Roof Covering (Chapter 9)	OK	
Safety Glazing (Section 308)	OK	
Attic Access (BOCA 1211.1)	Pull down stair show	
Draft Stopping around chimney	exterior masonry chimney	

Header Schedule	OK - schedule shown	
② Type of Heating System	— Not shown	
Stairs Number of Stairways Interior 2 Exterior 1 Treads and Risers 10" + 7 1/16" shown (Section 314) Width - OK Headroom - OK Guardrails and Handrails - OK - see note 2 sheet A4 (Section 315)		
③ Smoke Detectors Location and type/Interconnected	— Not shown	
Plan Reviewer Signature		

See Chimney Summary Checklist

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

Permit No: 03-1452	Date Applied For: 11/20/2003	CBL: 217 A037001
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Location of Construction: 10 Rivers Edge Dr (Lot #7)	Owner Name: Stroudwater Farms Assoc	Owner Address: 91 Johnson Rd	Phone: 207-781-3036
Business Name: n/a	Contractor Name: Kennedy & Walsh Construction	Contractor Address: 91 Johnson Rd. Portland	Phone: (207) 781-3036
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	

Proposed Use: Build new 2100 sq. Ft Single Family	Proposed Project Description: Build new 2100 sq. Ft. Single Family
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 12/01/2003

Note: **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently a deck 14' x 17' is being shown and approved. Currently a front farmer's type porch is being approved. No daylight basements are being shown or approved.
- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Dept: Building **Status:** Pending **Reviewer:** **Approval Date:**

Note: **Ok to Issue:**

Applicant: Kennedy & Walsh Const.

Date: 12/1/03

Address: Lot #17 Riverside Drive

C-B-I: 217-A-037

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New development # 03-1452

Zone Location - Contract Zone "C8" using regular R-3
Subdivision requirements

Interior or corner lot -

Proposed Use/Work - Construct new single family with attached garage and rear deck
28x34 24x24 14x17

Sevage Disposal - City

Lot Street Frontage - 50' min - 80' shown

Front Yard - 25' min - 86' scaled

Rear Yard - 25' min - 101' scaled

Side Yard - 14' min - 15' & 20' scaled

Projections - 2 story rear deck 14x17 front porch 26x34 - NO Daylight basement
left side chimney

Width of Lot - 75' min req - 105' scaled

Height - 35' MAX - 29.25' scaled to ridge

Lot Area - 6,500[#] - 23,393[#] shown

Lot Coverage/Impervious Surface - 25% 15848.25[#] MAX

Area per Family - 6,500[#]

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

Loading Bays - N/A

Site Plan - minor/minor # 2003-0248

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 12 Zone X

28 x 34	=	952
24 x 24	=	576
14 x 17	=	238
6 x 34	=	204

1970[#]

All Purpose Building Permit Application

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

Location/Address of Construction: <u>Lot # 7 River's Edge</u>		
Total Square Footage of Proposed Structure <u>2100 S.F.</u>	Square Footage of Lot <u>23,393 S.F.</u>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>217 - A - 037 - 001</u>	Owner: <u>Kennedy & Walsh Const.</u> <u>Falmouth, ME</u>	Telephone: <u>781-3036</u>
Lessee/Buyer's Name (if Applicable)	Applicant name, address & telephone: <u>Kennedy & Walsh Const.</u> <u>91 Johnson Rd.</u> <u>Falmouth, ME</u> <u>04105</u> <u>781-3036</u>	Cost Of Work: <u>\$ 177,000</u> Fee: <u>\$ 1614, BASE</u>
Current use: <u>Raw land</u>		<u>+ 300. m/m Srta</u> <u>+ 75. C/O</u> <div style="border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; display: flex; align-items: center; justify-content: center; margin: 10px auto;"> <u>4989</u> </div>
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>Single Family Residence</u>		
Project description: _____		
Contractor's name, address & telephone: <u>Kennedy & Walsh Construction</u>		
Who should we contact when the permit is ready: <u>Bryan Kennedy or Karen</u>		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME <div style="border: 1px solid black; padding: 2px; display: inline-block;"> NOV 20 2003 </div> </div>
Mailing address: <u>91 Johnson Rd.</u> <u>Falmouth, ME</u> <u>04105</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>781-3036</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: <u>Bryan Kennedy</u>	Date: <u>11-20-03</u>
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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**

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement made and entered into this 19th day of November, 2003, by and between STROUDWATER FARMS ASSOCIATES, a Maine general partnership, whose mailing address is 91 Johnson Road, Falmouth, Maine 04105, (the "Seller"), and KENNEDY & WALSH CONSTRUCTION with a mailing address of 91 Johnson Road, Falmouth, Maine 04105 (the "Buyer").

The parties hereto agree as follows:

1. **PREMISES.** Subject to Paragraph 4 hereof, Seller agrees to sell and Buyer agrees to buy certain real estate located in Portland, Cumberland County, Maine in a development known as River's Edge and more particularly described as Lot Number 7 on a plan entitled "Final Subdivision Plan, River's Edge, Congress Street, Portland, Maine Made for Stroudwater Farms Associates" prepared by Owen Haskell, Inc. dated April 10, 2001 and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 494, together with all appurtenant rights and easements, (hereinafter the "Premises").
2. **PURCHASE PRICE.** Buyer agrees to pay for the Premises the sum of Ninety Five Thousand Dollars (\$95,000.00), (the "Purchase Price") payable as follows:
 - a. Earnest Money Deposit. _____ n/a _____ and 00/100 (\$0.00) as a earnest money deposit at the time of the execution of this Agreement (the "Deposit"). The Deposit shall be held in by the Seller, in a non-segregated account and without interest, and shall be credited towards the Purchase Price if and when there is a closing and otherwise pursuant to this Agreement.
 - b. Balance of Purchase Price at Closing. The balance of the Purchase Price, Ninety Five Thousand Dollars and 00/100 (\$95,000.00) shall be paid by immediately available funds, cash or certified check at the time of the closing.
3. **TITLE.** Seller shall convey the Premises to Buyer at Closing in fee simple with good and marketable title in accordance with the standards of the Maine Bar Association, free and clear of all liens but subject to easements, privileges, restrictions and agreements of record. If Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time in which to remedy any title defects. If such defects cannot be corrected or remedied, or if Seller elects in Seller's discretion not to remedy the same, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations to each other hereunder will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist without a reduction in the Purchase Price.

4. **CLOSING.** The Closing of this transaction shall take place on or before May 20, 2004 at the offices of Cumberland Title Co., One Canal Plaza, Portland Maine or at such time at place as Seller and Buyer shall mutually agree upon in writing. At the Closing, Seller shall execute and deliver to Buyer, against payment of the balance of the Purchase Price, a Warranty Deed to the Premises. The acceptance of the deed by the Buyer at closing shall be deemed to be full performance and discharge of every agreement, obligation and representation made on the part of the Seller, except as expressly set forth in such deed. The parties agree that none of the statements contained in this Agreement are collateral agreements.
5. **POSSESSION.** Seller shall deliver possession of the Premises to Buyer free and clear of all leases, tenancies and occupancies by any person.
6. **ADJUSTMENTS, PRO-RATION AND CLOSING COSTS.**
 - a. Real Estate taxes and assessments shall be pro-rated as of the Closing on the basis of the latest available tax bill.
 - b. The Maine Real Estate Transfer Tax shall be paid one-half by each of Seller and Buyer. The recording fee for the deed will be paid by the Buyer.
 - c. The Buyer shall pay to the Seller an amount equal to One-sixth (1/6th) the estimated annual common expense charges for the Premises, and Seller shall contribute such payments for the Buyer to a working capital fund established by the Seller as a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally-sponsored insurance. Such payment to the working capital fund shall not be treated as a prepayment of monthly common expenses assessments.
7. **DEFAULT AND REMEDIES.** In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller's remedies shall be either (i) retention of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii) recourse to all available legal and equitable remedies. Upon retention of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer's exclusive remedies shall be either (i) return of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, or (ii) specific performance of this Agreement. Upon return of the Deposit as set forth in this paragraph, this Agreement will terminate and neither party will be under any further obligation hereunder.

8. GENERAL PROVISIONS. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given of the date of service if served personally on the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by First Class Mail, postage prepaid, certified, return receipt requested, addresses as provided in the prefatory paragraph of this Agreement.

Either party may change its address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. The rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller.

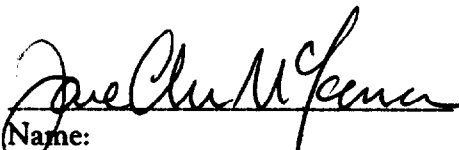
Seller and Buyer represent and warrant to each other that neither party has engaged in the services of any real estate broker with respect to this transaction except for _____ n/a _____ whose commission shall be paid by _____ n/a _____. This Agreement constitutes the entire Agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Seller and Buyer except as expressly contained in this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine. If any provision of this Agreement is to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

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

WITNESS:

Seller: Stroudwater Farms Associates

By: Stroudwater Farms Development, LLC
Its Partner


Name: _____ By: _____


Karen M. Walsh, Its Manager
Seller Tax ID# 01-0433631

Name: _____ Buyer:  Soc. Sec. # _____

Name: _____ Buyer: _____ Soc. Sec. # _____

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

2003-0248

Application I. D. Number

11/20/2003

Application Date

Rivers Edge (Lot #7)

Project Name/Description

Stroudwater Farms Assoc

Applicant

91 Johnson Rd , Falmouth , ME 04105

Applicant's Mailing Address

Rivers Edge Dr , Portland, Maine

Address of Proposed Site

217 A037001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Applicant Ph: (207) 781-3036 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) _____

2100 sq. Ft.

23,393 sq. Ft.

Proposed Building square Feet or # of Units

Acreage of Site

Zoning

Check Review Required:

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

Fees Paid: Site Pla \$250.00 Subdivision _____ Engineer Review \$50.00 Date 11/25/2003

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 | |