

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 050029

This is to certify that Chuck Place / Jim Lombardihas permission to Single Family Home 2000 sq ft home - w/ detached garageAT 31 Longview Dr388 B038001

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 closed-in. NOTICE IS REQUIRED.

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

PERMIT ISSUED

OTHER REQUIRED APPROVALS

Fire Dept

Health Dept.

Appeal Board

Other

FEB

Department Name

CITY OF PORTLAND

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 ISSUED | |
| No: 05-0029 | Issue Date: FEB 1 2005 |
| CBL: 388 | B038001 |

| | | | |
|--|----------------------------------|--|----------------------|
| Location of Construction: 31 Longview Dr (1st #2) | Owner Name: Chuck Place | Owner Address: 31 Longview Dr | Phone: |
| Business Name: | Contractor Name: Jim Lombardo | Contractor Address: 69 Milton St Portland | Phone: 2073295484 |
| Lessee/Buyer's Name | Phone: | Permit Type: Single Family | Zone: R2 |

| | | | | |
|---|--|---|-------------------------------|-------------------|
| Past Use: Vacant Lot | Proposed Use: Single Family Home 2000 sq ft home -w/attached Garage | Permit Fee: \$1,176.00 | Cost of Work: \$120,000.00 | CEO District: |
| Proposed Project Description: Single Family Home 2000 sq ft home -w/attached Garage | | FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied Signature: <i>V/A</i> | | |
| | | INSPECTION: Use Group: R-3 Type: GB Signature: <i>IRC 2003</i> | | |
| PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input checked="" type="checkbox"/> Denied Signature: _____ Date: _____ | | | | |

| | | | | |
|--|---------------------------------|---|---|--|
| Permit Taken By: Idobson | Date Applied For: 01/10/2005 | Zoning Approval | | |
| 1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. 2. Building permits do not include plumbing, septic or electrical work. 3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work.. | | Special Zone or Reviews <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan #65-0029 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> OK with conditions Date: 1/24/05 | Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied 3 Date: _____ | Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied <input type="checkbox"/> Denied Date: _____ Date: _____ |

CERTIFICATION

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

SIGNATURE OF APPLICANT

ADDRESS

DATE

PHONE

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE

DATE

PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call **874-8703** or **874-8693** to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections **and** provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

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

A Pre-construction Meeting will take place upon receipt of your building permit.

| | | |
|-----------|--|---|
| <u>11</u> | Footing/Building Location Inspection; | Prior to pouring concrete |
| <u>16</u> | Re-Bar Schedule Inspection: | Prior to pouring concrete |
| <u>16</u> | Foundation Inspection: | Prior to placing ANY backfill |
| <u>12</u> | Framing/Rough Plumbing/Electrical: | Prior to any insulating or drywalling |
| <u>17</u> | Final/Certificate of Occupancy: | Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point. |

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

_____ If **any** of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

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

[Signature]
Signature of Applicant/Designee

2/11/05
Date

[Signature]
Signature of Inspections Official

Date

CBL: 388-B-38

Building Permit #: 05-0029

City of Portland, Maine - Building or Use Permit

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

| | | | |
|--|---|--|--------------------------------|
| Permit No: 05-0029 | | Date Applied For: 01/10/2005 | CBL: 388 B038001 |
| Location of Construction: 31 Longview Dr Lot # 8 | Owner Name: Chuck Place | Owner Address: 31 Longview Dr | Phone: |
| Business Name: | Contractor Name: Jim Lombardo | Contractor Address: 69 Milton St Portland | Phone (207) 329-5484 |
| Lessee/Buyer's Name | Phone: | Permit Type: Single Family | |
| Proposed Use: Single Family Home 2000 sq ft home -w /attached Garage | | Proposed Project Description: Single Family Home 2000 sq ft home -w /attached Garage | |

Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 01/24/2005**Note:** **Ok to Issue:** ☐

- 1) NO DAYLIGHT BASEMENT is being shown. NO DAYLIGHT BASEMENT is being approved.
- 2) Separate permits shall be required for future decks, sheds, pools, and/or garages. Currently an 8'x12' rear deck is being shown along with a 4' x 12' front porch. Both rear deck and front porch are being approved with this permit.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 4) 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:** Residential Plan Review **Approval Date:****Note:** **Ok to Issue:** ☐

- 1) The basement is NOT approved as habitable space. A code compliant 2nd means of egress must be installed in order to change the use of this space.
- 2) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 3) A copy of the enclosed chimney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 4) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 5) Separate permits are required for any electrical, plumbing, or heating.
- 6) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 01/25/2005**Note:** **Ok to Issue:** ☒

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 2) 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.
- 3) 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.
- 4) Your new street address HAS NOT BEEN ASSIGNED TO DATE, HOWEVER, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5) 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.

| | | | |
|--|---|---|--------------------------------|
| Location of Construction: 31 Longview Dr Lot # 8 | Owner Name: Chuck Place | Owner Address: 31 Longview Dr | Phone: |
| Business Name: | Contractor Name: Jim Lombardo | Contractor Address: 69 Milton St Portland | Phone (207) 329-5484 |
| Lessee/Buyer's Name | Phone: | Permit Type: Single Family | |

Dept: Planning

Status: Not Applicable

Reviewer: Jay Reynolds

Approval Date: 01/25/2005

Note:

Ok to Issue: ☒

Comments:

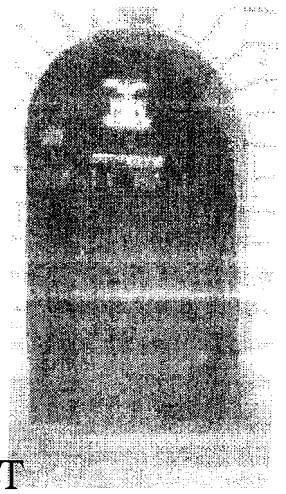
1/24/05-gg: received revised site plan from Jay Reynolds. /gg

2/1/05-tmm: spoke w/builder - faxed info - will meet and go over

City of Portland INSPECTION SERVICES

Room 315
389 Congress Street
Portland, Maine 04101

Telephone: 207-874-8703 or 207-874-8693
Facsimile: 207-874-8716



FACSIMILE TRANSMISSION COVER SHEET

| | |
|-----------------------------|---------------------------------------|
| TO: <u>Jim</u> | FROM: <u>Tammy</u> |
| FAX NUMBER: <u>797-2929</u> | NUMBER OF PAGES, WITH COVER: <u>4</u> |
| TELEPHONE: _____ | RE: _____ |
| DATE: <u>2/1/05</u> | _____ |

Comments:

31 Longview Dr.

Jim Lombardo 329-5484

Fax # - 797-2929

| Soil type/Presumptive Load Value (Table 401.4.1) _____ | | |
|---|----------------------------------|--------------------------|
| Component | Plan Reviewer | Inspection/Date/Findings |
| STRUCTURAL Footing Dimensions/Depth (Table 403.1.1 & 403.1.1(1), Section 403.1.2) | OK 10"x18" | |
| ① Foundation Drainage Damp proofing (Section 406) | Drainage not shown | OK 2/1/05 |
| Ventilation (Section 409.1) Crawls Space ONLY | N/A | |
| ② Anchor Bolts/Straps (Section 403.1.4) | 1/2" Min. Diam. | OK 2/1/05 |
| Lally Column Type, Spacing and footing sizes (Table 502.3.4(2)) | OK | |
| ③ Built-Up Wood Center Girder Dimension/Type (Table 502.3.4(2)) | 3-2x12's - Need 7' spacing even. | OK 2/1/05 |
| Sill/Band Joist Type & Dimensions | N/A OK | |
| First Floor Joist Species Dimensions and Spacing (Table 503.3.1(1) & Table 503.3.2(1)) | 2x10's OK | |
| Second Floor Joist Species Dimensions and Spacing Table(503.3.1(1) & Table 503.3.2(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 2x8 | |
| Roof Rafter Pitch, Span, Spacing & Dimension (Table 802.3.2(7)) | OK 2x10 | |
| Sheathing; Floor, Wall and roof (Table 503.2.1(1)) | OK | |
| Fastener Schedule (Table 602.3(1) & (2)) | OK | |
| Private Garage | | |
| Section 309 and Section 407 1999 BOCA) | | |
| Living Space ? (Above or beside) | YES | OK 2/1/05 |
| Fire separation | Not shown - steel beam wrapped also | |
| Fire rating of doors to living space | OK | |
| Door Sill elevation (407.5 BOCA) | Min 4" - Not shown | OK 2/1/05 |
| Egress Windows (Section 310) | OK | |
| Roof Covering (Chapter 9) | OK | |
| Safety Glazing (Section 308) | N/A | |
| Attic Access (BOCA 1211.1) | OK | |
| Draft Stopping around chimney | N/A | |

| | | |
|---|--|--|
| Header Schedule | 1 st flr Kitchen - Beam size? - OK 2/1/05 | |
| Type of Heating System | Not shown | |
| Stairs Number of Stairways 1 Interior 1 Exterior Treads and Risers 10" T 7.57 R" (Section 314) Width Not shown - 3' - 2/1/05 OK Headroom OK Guardrails and Handrails OK (Section 315) | | |
| Smoke Detectors Location and type/Interconnected OK | | |
| Plan Reviewer Signature | | |

See Chimney Summary Checklist

Need Beam designs + size OK 2/1/05



Strengthening a Remarkable City, Building a Community for Life www.portlandmaine.gov

Planning and Development Department
Lee D. Urban, Director

Planning Division
Alexander Jaegerman, Director

January 14, 2005

Mr. James Lombardo
69 Million Street
Portland, ME 04103

Dear Mr. Lombardo:

RE: Application for Single Family Residence, Longview Drive, Auburn Estates Lot #8

Thank you for your application for a single-family house on Longview Drive. Upon review of the site plan, the City's Planning Division has the following comments:

1. The Proposed finish floor elevation and garage floor elevation do not match the building elevations submitted. The site plan, which is the same as the approved subdivision plans, show a 9-foot elevation difference between house finish floor and garage floor. The building elevations do not reflect this.

I've attached the recently approved site plan for lot #7. This application involved re-designing what was originally approved. Lot #7's elevations and new topography may help in re-designing your lot. It will also be important to show how the topography will match at the side property line.

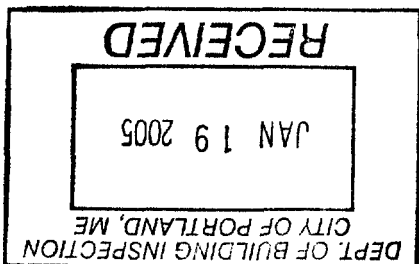
Please re-submit 4 copies of the revised plans to my attention.

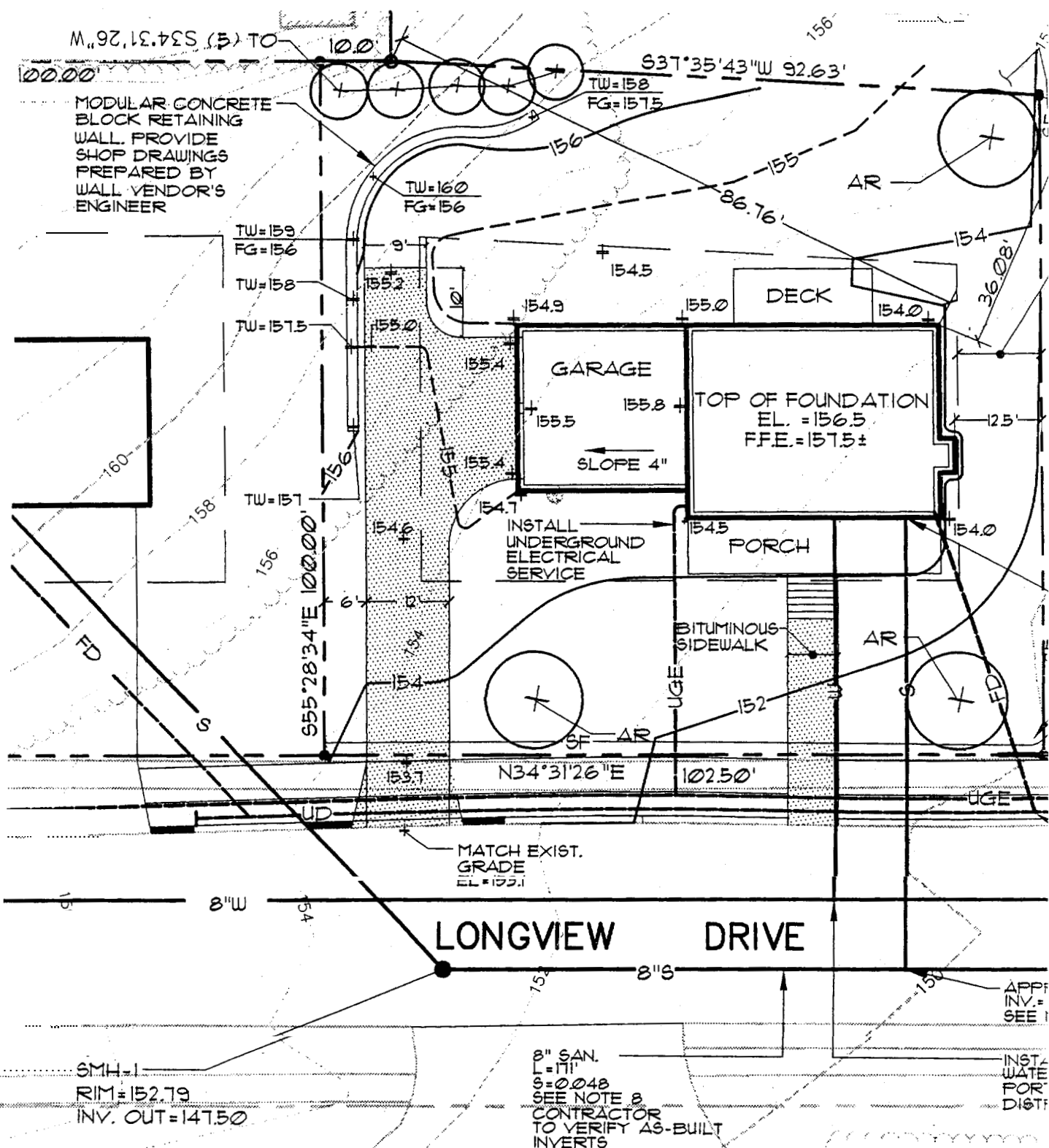
Sincerely,

Jay Reynolds

Development Review Coordinator

cc: Sarah Hopkins, Development Review Services Manager
Marge Schmuckal, Zoning Administrator





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.

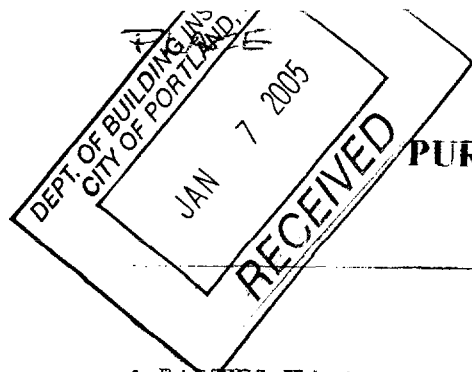
| | | |
|---|---|--|
| Location/Address of Construction: <u>AURBORN ESTATE LOT 5</u> | | |
| Total Square Footage of Proposed Structure <u>2100</u> | Square Footage of Lot <u>10,010</u> | |
| Tax Assessor's Chart, Block & Lot Chart# <u>388</u> Block# <u>B</u> Lot# <u>8</u> | Owner: <u>CHUCK PLACE</u> | Telephone: |
| Lessee/Buyer's Name (If Applicable) | Applicant name, address & telephone: <u>SIM LOMBARDO</u> <u>69 MILTON ST.</u> <u>PORT</u> | cost Of Work: \$ <u>120,000</u> Fee: \$ <u>1101</u> <u>+ 75000</u> |
| Current use: <u>VACANT LOT</u> <u>300 SITE PLAN</u> | | |
| If the location is currently vacant, what was prior use: _____ | | |
| Approximately how long has it been vacant: _____ | | |
| Proposed use: <u>CONSTRUCT NEW 2200 SQ' HOUSE</u> | | |
| Project description: <u>GARAGE</u> | | |
| Contractor's name, address & telephone: <u>SIM LOMBARDO</u> | | |
| Who should we contact when the permit is ready: <u>CIA</u> | | |
| Mailing address: _____ | | |
| <p>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.</p> <p style="text-align: right;">PHONE: <u>329-5484</u></p> | | |

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>[Signature]</u> | Date: <u>1-7-05</u> |
|--|---------------------|

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



338 B 38

PURCHASE AND SALE AGREEMENT - LAND ONLY

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

1. PARTIES. This Agreement is made between NIAL CONSTRUCTION 191 STATE RD SUITE #2 (hereinafter called "Buyer") and KITTERY, ME 03904 (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all ☐ part of ☐; If "part of" see paragraph 22 for explanation) the property situated in municipality of PORTLAND County of Cumberland, State of Maine, located at LOT #8 AUBURN ESTATES and described in deed(s) recorded at said County's Registry of Deeds Book(s) _____, Page(s) _____.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of _____ PRICE \$ 110,000 of which _____ DEPOSIT \$ 2,500 is included herewith as an earnest money deposit, and an additional amount of _____ DEPOSIT \$ _____ will be paid _____ BALANCE DUE \$ 107,500. The balance due amount is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE. NIAL CONSTRUCTION ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 8/13/04 (date) 5:00 AM ☒ PM. and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on SEPTEMBER 14, 2004 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

6. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) ~~_____~~. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

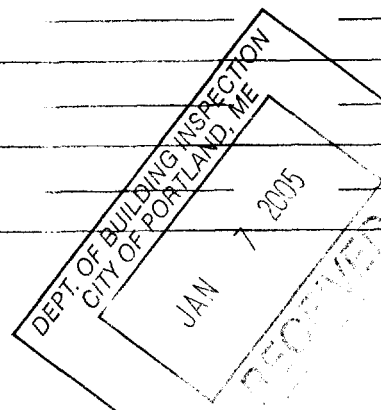
10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

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

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

| CONTINGENCY | YES | NO | DAYS FOR COMPLETION | OBTAINED BY | TO BE PAID FOR BY |
|--|-------------------------------------|-------------------------------------|---------------------|-------------|-------------------|
| 1. SURVEY Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 2. SOILS TEST Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 3. SEPTIC SYSTEM DESIGN Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 4. LOCAL PERMITS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 5. HAZARDOUS WASTE REPORTS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 6. UTILITIES Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 7. WATER Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 8. SUB-DIVISION APPROVAL Purpose: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 15 DAYS | SELLER | SELLER |
| 9. DEP/LURC APPROVALS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 10. ZONING VARIANCE Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 12. DEED RESTRICTION Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 13. TAX EXEMPT STATUS Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |
| 14. OTHER Purpose: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ |

Further specifications regarding any of the above:



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

338 B 36

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

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

~~Licensee of _____ is a ☐ Seller Agent ☐ Buyer Agent
☐ Disc Dual Agent ☐ Transaction Broker~~

~~Licensee of _____ is a ☐ Seller Agent ☐ Buyer Agent
☐ Disc Dual Agent ☐ Transaction Broker~~

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

14. MEDIATION: Any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes are subject to release options in license law and the default clause contained herein.

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

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

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

18. COUNTERPARTS: This Agreement may be signed on my 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: Yea ☒ Explain: DEED RESTRICTION No ☐

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

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

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

22. OTHER CONDITIONS:

338B38

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

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

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

Charles Blaine
BUYER

20-0664898
SS# OR TAXPAYER ID#

BUYER

SS# 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.

Seller's Mailing address is 191 STATE RD, SUITE #2 KITTERY, ME 03904

NIAL CONSTRUCTION
SELLER DATE

04-3459257
SS# OR TAXPAYER ID#

SELLER DATE

SS# OR TAXPAYER ID#

Offer reviewed and refused on _____ day of _____, _____

SELLER

SELLER

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

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

SELLER DATE

SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE

BUYER DATE

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

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE

Applicant: Jim Lombardo

Date: 1/24/05

Address: 31 Congview Dr. (lot #8)
Auburn Estates

C-B-L: 388-B-038

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

permit # 05-0029

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - to construct single fam. Dwelling with attached garage with rear deck - front porch

Sewage Disposal - City

Lot Street Frontage - 50' min - 100' shown

Front Yard - 25' min - 26.5' to porch

Rear Yard - 25' min - 28' to deck

Side Yard - 14' min 20' & 33' shown
2 story

Projections - rear Deck 8 x 12' - front porch 4' x 12'

Width of Lot - 80' min - 100' given

Height - 35' MAX - 28' to ridge

Lot Area - 10,000^{sq} min - 10,000^{sq} given

Lot Coverage/Impervious Surface - 20% MAX & 2000^{sq} MAX

Area per Family - 10,000^{sq}

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

Loading Bays - N/A

Site Plan - minor/minor # 2005-0004

Shoreland Zoning/Stream Protection - N/A

Flood Plains - Panel 2 - Zone X

NO Daylight basement shown

$$22 \times 24 = 528$$

$$24 \times 36 = 864$$

$$8 \times 12 = 96$$

$$4 \times 12 = 48$$

$$OK \quad 1536 \text{ sq}$$