

9/28/05

72 Ruby Ln. Lot # 7 342-B-25

# 05-1263

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	2500	
Component	Submitted Plan	Findings Revisions Date
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table R403.1 & R403.1(1)), (Section R403.1 & R403.1.4.1)	8" x 16" Frost depth	OK
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	4" perf pipe - both Asphalt ? Filter	OK Ted notes
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2" @ 6' O.C. 1' corners	OK
Lally Column Type (Section R407)	3 1/2" lally steel/concrete	
Girder & Header Spans (Table R 502.5(2))	5'0 spans	5'9 max OK
Built-Up Wood Center Girder Dimension/Type	3-2x10 w/edge br steel on 2nd fl -	Need spec - condition (2)
Sill/Band Joist Type & Dimensions	2x6 PT 2x8 box	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8 16" O.C.	OK
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8 16" O.C.	OK
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x6 16" O.C. Ceiling	16' 10" NO storage 12' 10" limited storage OK

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))	12' 12"	12' 4" open max	
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x8 @ 16" O.C. 2x10 ridge	OK	OK
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	<del>3/4 OSB</del> 3/4 OSB T&G, 7/16 OSB, 7/16 OSB	OK	OK
Fastener Schedule (Table R602.3(1) & (2))		OK	OK Painted (3)
<b>Private Garage</b> (Section R309) Living Space? (Above or beside)	N/A		
Fire separation (Section R309.2)	N/A		
Opening Protection (Section R309.1)	N/A		
Emergency Escape and Rescue Openings (Section R310)	?	OK	OK Painted (4)
Roof Covering (Chapter 9)	Fiber glass shingles	OK	OK
Safety Glazing (Section R308)	master bath	OK	
Attic Access (Section R807)	22x34 scuttle	OK	
Chimney Clearances/Fire Blocking (Chap. 10)	?	OK	OK Notes Painted (5)
Header Schedule (Section 502.5(1) & (2))	3-2x6 - 40" max 3-2x8 - 72" max	OK	OK
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	? R-19, R-38 ? U Factor	R21 Floor	U = .31 OK total Notes (6)



# 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 Ruby Ln. Portland</u>		
Total Square Footage of Proposed Structure <u>1408 sq ft.</u>	Square Footage of Lot <u>12750 sq ft.</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>342</u> Block# <u>B</u> Lot# <u>025</u>	Owner: <u>will be Custom Built Homes of ME 35 Main St. Windham ME 04962</u>	Telephone: <u>Ted X105 892-3149</u>
Lessee/Buyer's Name (If Applicable)	Applicant name, address & telephone: <u>Same as above</u>	Cost Of Work: \$ <u>130000</u> Fee: \$ <u>1191 + 75 + 3 = 1269.00</u>
Current use: <u>land</u>		<div style="border: 2px solid black; padding: 5px;"> <p><b>DEPT. OF BUILDING INSPECTION CITY OF PORTLAND, ME</b></p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>AUG 31 2005</b></p> </div> <p><b>RECEIVED</b></p> </div>
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>single family home</u> Project description: <u>New 24 x 32 full dormered cape</u>		
Contractor's name, address & telephone: <u>Custom Built Home</u>		
Who should we contact when the permit is ready: <u>Ted 310 0079 cell</u>		
Mailing address: <u>35 Main St. Windham ME 04962</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. <b>PHONE:</b>		

**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>Ted Wall</u>	Date: <u>8/31/05</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 4<sup>th</sup> floor of City Hall**

**From:** Jeanie Bourke  
**To:** cawarcht@maine.rr.com  
**Date:** 10/06/2005 2:55:43 PM  
**Subject:** Mushial house

Hi Carol,

I just left a message at your office when the fax was delivered to me.....apparently only the cover page came through.

Yes, I did receive the stamped letter from Bob Swift.

I spoke to Mike Nugent about the sprinkler & mezzanine: No sprinklers are required under the IRC, however 5A construction only allows 3 stories, and the mezzanine area calculation cannot include enclosed portions of the room that it is located in. It would be counted as a 4th story because it cannot exceed the one-third of the floor or space in which they are located (Sec. 505.2 IBC).

I am not in tomorrow, and Monday is a holiday, so I'll get back to you on Tuesday, Oct. 11.

Thanks, have a great weekend!

Jeanie

Applicant: Oak Ridge Dev. - Custom Built Date: 9/23/05

Address: 72 Ruby LN (lot #7) C-B-L: 342-B-025

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Dev.

#05-1263

Zone Location - R-3

Interior of corner lot -

Proposed Use/Work - to construct 24' x 32' dormered Cape  
No garage No rear deck

Sewage Disposal - City

Lot Street Frontage - 50' - 76.45' shown

Front Yard - 25' min - 36' to stairs

Rear Yard - 25' min - 98' scaled

Side Yard - 14' min - 15' & 23' shown

Projections - 2 story 6' x 6' rear bulkhead - 4' x 5' entryway stairs - 5' x 7' left side entry & stairs

Width of Lot - 65' min - 75' shown

Height - 35' min - 21' scaled

Lot Area - 6,500 sq ft 13,044 sq ft shown

Lot Coverage/ Impervious Surface - 35% 014565.4 sq ft MAX

Area per Family - 6,500 sq ft

Off-street Parking - 2 req

Loading Bays - N/A

Site Plan - minor/minor #2005-0209

Shoreland Zoning/ Stream Protection - ~~Panel 7~~ N/A

Flood Plains - Panel 7 Zoned

24 x 32 = 768

6 x 6 = 36

5 x 7 = 35

4 x 5 = 20

859 sq ft

25' NO cut area in rear of property  
NO DAY LIGHT BASEMENT SHOWN

9/22/05

**From:** Kandi Talbot  
**To:** Mike Nugent  
**Date:** 9/21/2005 3:33:35 PM  
**Subject:** Re: Oak Ridge Development

Mike,

The items required of Oak Ridge by the Planning Board have been submitted and building permits may now be issued. If you have any questions, just let me know. Thanks.

Kandi

>>> "Jim Wolf" <[jimw1@maine.rr.com](mailto:jimw1@maine.rr.com)> 09/21/2005 1:50:19 PM >>>

Kandi Thank you for confirming that Jim Seymour has found the submitted alternative drainage plan and estimate satisfactory. As discussed we have faxed you copies of the executed Railroad Service Agreement and supplemental deed from Oak Ridge to D A Brackett. I believe we have satisfied the conditions placed on the project by the Board. Please confirm this and contact the building inspection department accordingly. Thank you for your help and cooperation. Jim

**CC:** Alex Jaegerman ; Ben Grover; Jay Reynolds; Jim Wolf; Penny Littell ; Sarah Hopkins ; Tony Lombardo



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

**2005-0209**  
Application I. D. Number  
**8/31/2005**  
Application Date  
**Single Family Home Lot#7**  
Project Name/Description

**Oak Ridge Development Inc**  
Applicant  
**Po Box 10127, Portland , ME 04104**  
Applicant's Mailing Address

**Marge Schmuckal**

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

**72 - 72 Ruby Ln , Portland, Maine**  
Address of Proposed Site  
**342 B025001**  
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) \_\_\_\_\_

**1408 sq ft** **12750**  
Proposed Building square Feet or # of Units Acreage of Site Zoning

**Check Review Required:**

- |  |   |  |  |
|--|---|--|--|
| <input checked="" type="checkbox"/> Site Plan<br>(major/minor) | <input type="checkbox"/> Subdivision<br># 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<br>Use (ZBA/PB)    | <input type="checkbox"/> Zoning Variance                | <input type="checkbox"/> Other _____           |  |

Fees Paid: Site Pla **\$50.00** Subdivision \_\_\_\_\_ Engineer Review **\$250.00** Date **9/1/2005**

**Zoning Approval Status:**

- 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  |                 |

PURCHASE AND SALE AGREEMENT - LAND ONLY

May 26, 2005

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

1. PARTIES: This Agreement is made between Custom Built Homes of Maine, Inc (hereinafter called "Buyer") and Oak Ridge Development (hereinafter called "Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all [X] part of [ ] ; If "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Ruby Lane Lot 7 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 \$ 91,500.00 of which \*TO BE USED AS EARNEST DEPOSIT ON LAND DEPOSIT \$ 1,000.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid

The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 90,500.00

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

4. EARNEST MONEY/ACCEPTANCE: Dowd Properties ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until June 10, 2005 (date) 5 AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on July 29, 2005 (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) 0. 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. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

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

Rev. Jan. 2005 Page 1 of 4 - P&S-LO Buyer(s) Initials Seller(s) Initials

Dowd Properties 17 Westland Ave, Portland ME 04102 Phone: (207) 773-6250 Fax: (207) 773-0046 William Dowd 7 Ruby Ln.frx

Produced with WinForm by DS Software 110 10025 Ebbw Vale Road, Central Township, Michigan 48025 (202) 383 8805 www.winform.com

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 checked="" type="checkbox"/>	<input type="checkbox"/>	30	Seller	Seller
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>The issuance of a building permit by the City of Portland for said Lot</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Further specifications regarding any of the above: That the rear lot corner pins be in place by closing and a disclosure by Seller that no hazardous materials exist on said lot.

That a suitable building package be agreed upon between Custom Built Homes of Maine, Inc and the Buyer clients of Paul Emery, MSB of Coldwell Banker within 5 days of the effective date and a clean commitment letter proving Buyers will obtain financing for said build package within 45 days from effective date.

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  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 earnest money 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 two business days 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:

Matthew R. Blish III of Dowd Properties is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

Paul Emery of Coldwell Banker is a  Seller Agent  Buyer Agent  
 Licensee Agency  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: Except as provided below, 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 subject to the jurisdiction of small claims court will be handled in that forum.

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: Property Disclosure No

20. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party or their agents. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. 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 counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

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

22. OTHER CONDITIONS: The ability to obtain a C.O. for said lot and subsequent building thereon and:

That a <sup>CASH</sup> cash sale for the land shall occur upon the receipt by Custom Built Homes of Maine of a clean commitment letter from Client Peter Donatelli's lender as to his ability to obtain financing for said building package to be built on Lot 7, Ruby Lane, Portland, ME

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.

BUYER Custom Built Homes of Maine

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

SELLER Oak Ridge Development DATE

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

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