

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Please Read Application And Notes, If Any, Attached

PERMIT ISSUED

Permit Number: 051433
 NOV 9 2005

CITY OF PORTLAND

This is to certify that CUSTOM BUILT HOMES OF MAINE, INC /CBHM Inc

has permission to Construct new 24' x 40' Split Level Single Family Home

AT 48 RUBY LN Lot # 11

342 B029001

provided that the person or persons who accept this permit shall comply with all of the provisions of the Statutes of the State 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 when permission procured before this building or part thereof is leased or closed-in. 24 HOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____
Department Name

Jeanie Bouke 11/9/05
 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:	05-1433	Issue Date:	NOV 2005	CD#	342 B029001
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PERMIT ISSUED

Location of Construction: 48 RUBY LN	Owner Name: CUSTOM BUILT HOMES OF MAINE	Owner Address: 35 MAIN ST.	Phone:
Business Name:	Contractor Name: CBHM Inc	Contractor Address: 35 Main Street Windham	Phone: 2078923149
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R3

Past Use: Vacant Land	(Proposed Use): Single Family Home/ Construct new 24' x 40 Split Level Single Family Home	Permit Fee:	Cost of Work:	CEO District:
Proposed Project Description: Construct new 24' x 40' Split Level Single Family Home		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: R3 Type: SB IRC 2003 Signature: JMB 10/10/05	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied	Signature: _____ Date: _____	

Permit Taken By: Idobson	Date Applied For: 09/22/2005	Zoning Approval		
		Special Zone or Reviews <input type="checkbox"/> Shoreland <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <i>panel 7 - zone X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2005-0234</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>w/ conditions</i> Date: <i>10/25/05</i> <i>AKM</i>	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: _____	Historic Preservation <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date: <i>AKM</i>

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: 05-1433	Date Applied For: 09/22/2005	CBL: 342 B029001
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Location of Construction: 48 RUBY LN Lot # 11	Owner Name: CUSTOM BUILT HOMES OF MAI	Owner Address: 35 MAIN ST.	Phone:
Business Name:	Contractor Name: CBHM Inc	Contractor Address: 35 Main Street Windham	Phone (207) 892-3149
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home/ Construct new 24' x 40' Split Level Single Family Home	Proposed Project Description: Construct new 24' x 40' Split Level Single Family Home
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 10/25/2005

Note: 10/11/05 Talked to Ted . Told him we need scalable floor plans & revised site plan showing 2 parking spaces past 25' front setback
10/20/05 Left message with Ted. Jay has not signed off on revised site plan yet. Will try to do it today or tomorrow.
10/25/05 Message W/Ted. Needs to show two more feet of driveway on right side on site plan.

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 11/09/2005

Note: **Ok to Issue:**

- 1) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans updated 10128105.
- 2) 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.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 11/08/2005

Note: **Ok to Issue:**

- 1) 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.
- 2) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 3) 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.
- 4) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 5) 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.

Dept: Planning **Status:** Not Applicable **Reviewer:** Jay Reynolds **Approval Date:** 11/08/2005

Note: **Ok to Issue:**

Comments:

Location of Construction: 48 RUBY LN Lot # 11	Owner Name: CUSTOM BUILT HOMES OF MAI	Owner Address: 35 MAIN ST.	Phone:
Business Name:	Contractor Name: CBHM Inc	Contractor Address: 35 Main Street Windham	Phone (207) 892-3 149
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	



10/27/05
SUS/Am

48 Ruby Ln Lot #11
Staff Review Checklist

342-18-29
05-1433

One & Two Family	Plan Review	Checklist
Soil type/Presumptive Load Value (Table R401.4.1)	Submitted Plan	Findings/Revisions/Dates
Structural Footing Dimensions/Depth (Table R403.1 & R403.1(1), Section R403.1 & R403.1.4.1)	8x16 footings - 4'ft minimum 24" x 12" continuous center	OK Add notes per 10/28/05
Foundation Drainage, Fabric, Damp Proofing (Section R405 & R406)	Sheet A3	OK
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	OK
Anchor Bolt/Grane Spacing (Section R403.1.6)	1/2 inch 6 OC Sheet A3	OK
Lally Column Type (Section R407) Girder & Header Spans (Table R 502.5(2))	(3) 2x10 5ft Spacing 3 1/2" valley	OK
Built-Up Wood Center Girder Dimension/Type	(3) 2x10's	OK
Cell/Panel/Truss/Traze & Dimensions	2x6 PT	OK
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8 16" OC	OK
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	N/A	OK
Attic or Additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) & R802.4(2))	Truss	OK

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x4 Eng. Truss 24' o.c. 5:12	OK		
Sheathing: Floor, Wall and roof (Table R802.3.1(1))	3/4 OSB TG, 7/16 OSB, 5/8 OSB CLIPS	OK		
Factor of Safety (Table R607.3(1) & (2))	?			OK 1/28
Private Garage (Section R309)				
Living Space? (Above or beside)	N/A			
Fire Separation (Section R309.2)				
Opening Protection (Section R309.1)	N/A			
Emergency Escape and Rescue Openings (Section R310)	3660 Cypress	OK		
Roof Covering (Chapter 9)	Fiberglass Shingles	OK		
Safety Glazing (Section R308)	N/A	OK		
Attic Access (Section R807)	22x34 Closet	OK		
Chimney Clearances/Fire Blocking (Chap. 10)	?			disclosure (2)
Header Schedule (Section 502.5(1) & (2))	40" = 3-2x6 72" = 3-2x8	2x6 2x8	OK	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Penetration	R-19, ? R-38 (12") ? U Factor	R-21 R U.31	OK	10/28/08
Type of Heating System	FHW	OK		

Means of Egress (Sec R311 & R312)		
Basement		
Number of Stairways	1	OK
Interior	1	
Exterior		
Treads and Risers (Section R311.5.3)	7 3/4 Rise 10" Run	OK
Width (Section R311.5.1)	3' min 6' 8"	OK OK
Headroom (Section R311.5.2)	?	OK 10/28
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	?	OK 10/28
Smoke Detectors (Section R313) Location and Type / Interconnected	?	10/28/05 OK
Dwelling Unit Separation (Section R317 and R318 2002 Section 1007)	N/A	
Deck Construction (Section R502.2.1)	? protection	10/28/05 OK

(5) ✓
(6) ✓

(7) ✓

Applicant: Custom Built Homes of Maine, Inc.
~~Oak Ridge Development Inc.~~

Date: 10/11/05

Address: 48 Ruby Lane (Lot #11)

C-B-L: 342 B 29

Permit: 05-1437

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new house

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - ^{construct new} 24' x 40' Split level Single Family Home

Sewage Disposal - city

Lot Street Frontage - 50' min. req. - 59.04' given

Front Yard - 25' min. req. - 35' scaled

Rear Yard - 25' min req. - 27' scaled

Side Yard - based on height 2 stories 14' - ~~16~~ 16 1/2' scaled right side
- 21 1/2' scaled left side

Projections - front entry stairs 6' x 4.5'

Width of Lot - 65' min - 80' scaled

Height - 35' max - 19 1/4' measured from lowest point to midpoint

Lot Area - 6,500 sq ft min. - 8115 sq ft per site plan...

Lot Coverage Impervious Surface - 35% max = 2275 sq ft - 987 sq ft
24' x 40' = 960
6' x 4.5' = 27
987

Area per Family - 6,500 sq ft min

Off-street Parking - 2 parking spaces req. - violates section 14-336a

Loading Bays - N/A
- 38' on left passed 25'
- 26' on right - pass w/ conditions
- pave driveway on angle 2' larger on right side

Site Plan - 2005-0234
minor/minor

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 7 zone X

- (b) More than six (6) commercial motor vehicles in any B-2 zone;
- (c) Loading, sales, dead-storage, repair, or servicing of any kind, except when customarily incidental or accessory to a conforming principal building or use when located in an I-2, I-2b, I-3 zone and I-3b zone;
- (d) Except in the case of a car dealer, more than one (1) unregistered motor vehicle stored outside for a period in excess of thirty (30) days in any residence zone, the R-P zone or any business zone;
- (e) Notwithstanding (1) above, any truck body, commercial trailer or similar commercial vehicles in any residence zone or the R-P zone.

(Code 1968, § 602.14.E; Ord. No. 298-88, 5-31-88)

Sec. 14-336. Location in residence zones for six or fewer vehicles.

(a) Where off-street parking for six (6) or fewer vehicles is required or provided in any residence zone, it shall not be located closer than fifty (50) feet to any street line if less than five (5) feet from any lot line and shall not be closer to any street line than the required depth of the front yard for the same lot, except on a corner lot where the minimum depth from the line of the side street shall be the minimum width of the side yard on the side street. Lots in the R-6 zone shall not be required to provide the five-foot setback required by this section, but parking in the R-6 zone shall meet the front yard setbacks set forth in this section.

*within 50' of front street line
min 5' from lot line*

(b) Parking shall be prohibited in the front yard of lots containing two (2) or more dwelling units, except within one (1) driveway on the lot. "Driveway," as used in this paragraph, shall not include any turnaround area.

(Code 1968, § 602.14.F; Ord. No. 231-90, § 1, 3-5-90; Ord. No. 310-98, § 2, 5-4-98)

Sec. 14-337. Location in residence zones for more than six vehicles.

Where off-street parking for more than six (6) vehicles is required or provided for nonresidential uses in residence zones, it shall not be located closer than twenty-five (25) feet to any

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

2005-0234

Application I. D. Number

9/22/2005

Application Date

Ruby Lane #11

Project Name/Description

Oak Ridge Development Inc

Applicant

Po Box 10127, Portland, ME 04104

Applicant's Mailing Address

Marge Schmuckal

48 - 48 Ruby Ln, Portland, Maine

Address of Proposed Site

342 B029001

Assessor's Reference: Chart-Block-Lot

Consultant/Agent

Agent **Ph:**

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Proposed Development (check all that apply): New Building Building Addition Change Of Use Residential Office Retail
 Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____

960

Proposed Building square Feet or # of Units

Acreeage of Site

Zoning

Check Review Required:

- | | | | |
|--|---|--|--|
| <input 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 (ZBNPB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Pla \$50.00 Subdivision _____ Engineer Review **\$250.00** Date **10/6/2005**

Zoning 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 | |

PURCHASE AND SALE AGREEMENT - LAND ONLY

June 1, 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) 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 11 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 \$ 85,000.00
of which DEPOSIT \$ 1,000.00
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ _____
will be paid 85,000
The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 84,000.00

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 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 August 15, 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-L0 Buyer(s) Initials [Signature] Seller(s) Initials [Signature]
Dowd Properties 17 Westland Ave., Portland ME 04102 Matthew Blisk 11 Ruby Lane
Phone: (207) 773-6250 Fax: (207) 773-0046
Produced with ZipForm™ by RE Formulate, LLC 16025 Pines Mill Road, Olden Township, Michigan 48855, (800) 363-0805 www.zipform.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 pine 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 Faustino Donatelli 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:
- 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.
 - 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.
 - 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.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
 - 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
 - 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.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
 - 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

_____ of _____ 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 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: 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 end 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 cash sale for the land shall occur upon the receipt by Custom Built Homes of Maine of a clean commitment letter from Client Faustino Donatelli's lender as to his ability to obtain financing for said Building package to be built on Lot 11, Ruby LA 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 Main 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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