

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

BUILDING INSPECTION

PERMIT

Permit Number: 060766

Please Read
Application And
Notes, if Any,
Attached

This is to certify that Royal River Development/Custom Built Homes of Maine, Inc
has permission to Build new 24' x 32' single family Home with covered porch *(Rear deck NOT approved)*
AT 34 Ruby Ln (Willow Knoll) Lot#4 342 B044001

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 work on permit must be completed before this building or part thereof is occupied or closed-in. **48 HOUR NOTICE IS REQUIRED.**

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

OTHER REQUIRED APPROVALS
Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
DepartmentName

[Signature] 7/18/04
Director of 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: 06-0766	Issue Date: PERMIT ISSUED JUL 19 2006	ENL: 342 B044001
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Location of Construction: Ruby Ln (Willow Knoll) Lot#4	Owner Name: Royal River Development	Owner Address: 35 Main Street	Phone: 207-810-0079
Business Name:	Contractor Name: Custom Built Homes of Maine, Inc.	Contractor Address: 35 Main Street Windham	Phone: 207-5100079
Lessee/Buyer's Name	Phone:		

Past Use: Vacant Land	Proposed Use: Single Family Home/ Build new 24' x 32' single family Home w/ 5' x 32' covered porch	Permit Fee: \$1,446.00	Cost of Work: \$150,000.00	CEO District: 5
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FIRE DEPT: Signature	<input type="checkbox"/> Appro	INSPECTION: Use Group <i>D-3</i> Type: <i>S/S</i> <i>IRC 2003</i> Signature: <i>[Signature]</i>
	<input type="checkbox"/> Denie	
<i>Rear deck NOT approved</i>		Approved w/Conditions <input type="checkbox"/> Denied <input type="checkbox"/>
		Date

Permit Taken By: Idobson	Date Applied For: 05/22/2006	Zoning Approval	
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. 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 <i>N/A</i> <input type="checkbox"/> Wetland <i>N/A</i> <input type="checkbox"/> Flood Zone <i>panel 7-2006X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2006-0099</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/cond. hes. ABM</i> Date: <i>6/12/06</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 <i>ABM</i> Date:
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CERTIFICATION

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

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 06-0766	Date Applied For: 05/22/2006	CBL: 342 B044001
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Location of Construction: 24 Ruby Ln (Willow Knoll) Lot#4	Owner Name: Royal River Development	Owner Address: 35 Main Street	Phone: 207-3 10-0079
Business Name:	Contractor Name: Custom Built Homes of Maine, Inc.	Contractor Address: 35 Main Street Windham	Phone: (207) 310-0079
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Proposed Use: Single Family Home/ Build new 24' x 32' single family Home w/ 5' x 32' covered porch	Proposed Project Description: Build new 24' x 32' single family Home w/ 5' x 32' covered porch
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Ann Machado **Approval Date:** 06/12/2006**Note:** **Ok to Issue:**

- 1) This property shall be a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 3) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 4) As discussed during the review process, the property must be clearly identified prior to pouring concrete and compliance with the required setbacks must be established. Due to the proximity of the setbacks of the proposed addition, it may be required to be located by a surveyor.

Dept: Building **Status:** Approved with Conditions **Reviewer:** Tammy Munson **Approval Date:** 07/18/2006**Note:** **Ok to Issue:**

- 1) As discussed, hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) A copy of the enclosed chnnney disclosure must be submitted to this office upon completion of the permitted work or for the Certificate of Occupancy.
- 3) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 4) Separate permits are required for any electrical, plumbing, or heating.
- 5) The basement is NOT approved as habitable space.

Dept: DRC **Status:** Approved with Conditions **Reviewer:** Jay Reynolds **Approval Date:** 06/06/2006**Note:** **Ok to Issue:**

- 1) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 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) A CLEANOUT SHALL BE INSTALLED ON THE SEWER SERVICE APPROXIMATELY 80' FROM THE SEWER MAIN.
- 4) 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.
- 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. TREES SHOWN ON PLAN SHOULD BE MOVED CLOSER TO THE STREET/FRONT PROPERTY LINE.
- 6) The Development Review Coordmator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Location of Construction: 24 Ruby Ln (Willow Knoll) Lot#4	Owner Name: Royal River Development	Owner Address: 35 Main Street	Phone: 207-310-0079
Business Name:	Contractor Name: Custom Built Homes of Maine, Inc.	Contractor Address: 35 Main Street Windham	Phone: (207) 310-0079
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	

Dept: Planning

Status: Not Applicable

Reviewer: Jay Reynolds

Approval Date: 0610612006

Note:

Ok to Issue:



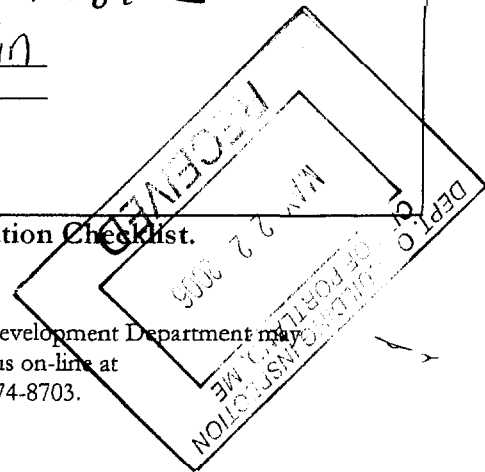
General Building Permit Application

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.

Total Square Footage of Proposed Structure		Square Footage of Lot <i>overland</i>	
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <i>342 B 44</i>		Owner: <i>Royal River Development</i> <i>35 Main St,</i> <i>Windham ME 04062</i>	Telephone: <i>310 0079</i>
Lessee/Buyer's Name (If Applicable)		Applicant name, address & telephone: <i>Custom Built Homes of Me Inc.</i> <i>35 Main St,</i> <i>Windham ME</i> <i>04062</i>	Cost Of Work: \$ <i>150,000</i> Fee: \$ _____ C of O Fee: \$ _____
Project description: <i>24x32 Colonial w/ 5x32 covered porch -</i>			
Contractor's name, address & telephone: <i>Same as Above</i>			
Who should we contact when the permit is ready: <i>Ted Wandishin</i>			
Mailing address: _____ Phone: <i>310 0079</i>			

Please submit all of the information outlined in the Commercial Application Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information visit us on-line at www.portlandmaine.gov, stop by the Building Inspections office, room 315 City Hall or call 874-8703.



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: <i>[Signature]</i>	Date: <i>5/22/06</i>
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This is not a permit; you may not commence ANY work until the permit is issued.

Applicant: ~~Los~~ Royal River Development
(Custom Built Home)
Address: Lot 4, Willow Knoll - 24 Ruby Lane

Date: 6/8/06

C-B-L: 342-B-44
permit # 06-0766

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - build new two story single family 24'x32'

Sewage Disposal - ^{city} city

Lot Street Frontage - 50' min - 66.63' given

Front Yard - 25' min. - 62' scaled

Rear Yard - 25' min. - 75.5 scaled from bulkhead

Side Yard - ^{1 1/2 story 8' min} 15' on right side
2 story 14' min. 15' on left side

Projections - 5'x6' bulkhead, ^{side} entry 4'x4', porch 32'x6', steps side entry 1.75x4, steps off porch 8.5'x17.5'

Width of Lot - 65' min. - 65.5' scaled

Height - 35' max. - 22' scaled

Lot Area - 6,500 ϕ - 11348.07 ϕ given

Lot Coverage Impervious Surface - 35% ϕ 3971.82 ϕ

Area per Family - 6,500 ϕ

Off-street Parking - 2 spaces required - parking 24' wide x 24' deep

Loading Bays - N/A

Site Plan - minor/minor 2006-0099

Shoreland Zoning/Stream Protection - N/A

Flood Plains - ? panel 7 - zone X

OK
 $24 \times 32 = 768$
 $5 \times 6 = 30$
 $4 \times 4 = 16$
 $32 \times 6 = 192$
 $1.75 \times 4 = 7$
 $8.5 \times 17.5 = 148.75$

7027.875

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

Zoning Copy

2006-0099

Application I. D. Number

5/22/2006

Application Date

Single Family Home Lot #4

Project Name/Description

Custom Built Homes Of Maine Inc

Applicant

27 Main St , Windham, ME 04062

Applicant's Mailing Address

Ted Wandishin

Consultant/Agent

Agent Ph: **(207)310-0079** Agent Fax:

Applicant or Agent Daytime Telephone, Fax

Marge Schmuckal

24 Ruby Ln , Portland, Maine

Address of Proposed Site

342 8044001

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) _____

Proposed Building square Feet or # of Units

Acreage 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 (ZBA/PB) | <input type="checkbox"/> Zoning Variance | <input type="checkbox"/> Other _____ | |

Fees Paid: Site Pla **\$50.00** Subdivision _____ Engineer Review **\$250.00** Date **5/22/2006**

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 | _____ date | <input type="checkbox"/> Conditions (See Attached) | _____ expiration date |
| <input type="checkbox"/> Final Inspection | _____ date | _____ signature | |
| <input type="checkbox"/> Certificate Of Occupancy | _____ date | | |
| <input type="checkbox"/> Performance Guarantee Released | _____ date | _____ signature | |
| <input type="checkbox"/> Defect Guarantee Submitted | _____ submitted date | _____ amount | _____ expiration date |
| <input type="checkbox"/> Defect Guarantee Released | _____ date | _____ signature | |

From: Jay Reynolds
To: Single Family Signoff
Date: 6/6/2006 9:21:48 AM
Subject: 0 Ruby Lane, CBL 342B044,

Willow Knoll Subdivision lot #4,
Approvals with conditions have been entered in urban insight for this application.

Jay Reynolds
Development Review Coordinator
City of Portland Planning Division
(207) 874-8632
jayjr@portlandmaine.gov

Att: Dana Dresser

773-2525

PURCHASE AND SALE AGREEMENT - LAND ONLY

March 20, 2006

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

1. PARTIES: This Agreement is made between Royal River Development, Inc ("Buyer") and Wb Three Maple LLC ("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 Lots 3,4,6,7,8 Willow Knoll and described in deed(s) recorded at said County's Registry of Deeds Book(s) 22928, Page(s) 70.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 375,000. Buyer () has made; or (X) will make within 3 business days of the date of this offer, a deposit of earnest money in the amount \$ 10,000. If said deposit is to be made after the submission of this offer and is not made by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 will be paid. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Remax By the Bay ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 21, 2006 (date) AM () PM (X); 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 April 20, 2006 (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 in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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) n/a. 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.

2006

Page 1 of 4 - P&S-LO

Buyer(s) Initials JD

Seller(s) Initials BS

Wendish Real Estate 133 Westlake Way, Standish ME 04084 Phone: (207) 310-0079 Fax: (207) 892-1383

Ted Wendish

Willow Knoll.

Produced with 2toForm™ by RE FormsNet, LLC 19026 Fifteen Mile Road, Clinton Township, Michigan 48065 www.2toform.com

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. **DUE DILIGENCE:** 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: <u>All pins located prior to closing.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3</u>	<u>Seller</u>	<u>seller</u>
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 type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
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: <u>Receipt and satisfactory review of deed restrictions.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>3</u>	<u>Seller</u>	<u>n/a</u>
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>All items required by City in order to issue building permits and certificates</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<u>Seller</u>	<u>Seller</u>

Further specifications regarding any of the above: _____ of occupancy to be completed by Seller prior to closing.

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:

Dana Drasser of REMAX By the Bay Agency is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker
 Licensee

Ted Wandishin of Custom Built Homes of Maine Rlty., Inc is a Seller Agent Buyer Agent
 Disc Dual Agent Transaction Broker
 Licensee

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: _____ 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. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. 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 _____ 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 authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, of the information herein to the agents, attorneys, lenders, appraisers, inspectors, investigators 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: Subject to receipt and satisfactory review of disclosure within 3 days.

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 Revenue Services..

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's Mailing address is _____

[Signature] 3-20-06
BUYER _____ DATE BUYER _____ DATE
Royal River Development, Inc

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 _____

[Signature] 3/21/06
SELLER _____ DATE SELLER _____ DATE

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

See terms and initials dated 3/21/06

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) 03/22/06
(time) 9:00 AM PM.

[Signature] 3/21/06
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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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:

5 days
out

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.

- Footing/Building Location Inspection; Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- 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.

CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

Signature of Applicant/Designee

Signature of Inspections Official

CBL: 342-B-44 Building Permit #:

Date

Date

7/19/06
7.19.06
060766