

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

BUILDING INSPECTION

## PERMIT

Permit Number: 060907

Please Read Application And Notes, If Any, Attached

**PERMIT ISSUED**  
JUL 19 2006

This is to certify that Custom Built Homes of Maine INC/Custom Builder & Design Inc.

has permission to Lot # 6 24' x 34' Cape

AT 32 N. Ruby Ln lot # 6 L 342 B046001

provided that the person or persons firm or person 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 when permission procured before this building or part thereof is started 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

*[Signature]* 7/18/06  
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: 06-0907	Issue Date: <b>PERMIT ISSUED</b>	342 E 046001
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Location of Construction: <i>( Willow Knoll )</i>	Owner Name: Custom Built Homes of Maine INC	Owner Address: 35 Main St	Phone: 207-310-0079
Business Name:	Contractor Name: Custom Builder & Design Inc.	Contractor Address: 6 Woodland Road Scarborough	Phone: 207-883-3518
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: <b>R3</b>

Past Use:	Proposed Use: Vacant Land Lot # 6 24' x 34' Cape	Permit Fee: \$1,311.00	Cost of Work: \$135,000.00	CEO District:
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Proposed Project Description: Lot # 6 24' x 34' Cape	FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <i>N/A</i>	INSPECTION: Use Group: <i>R-3</i> Type: <i>SB</i> <i>IRC 2003</i>
	Signature:	Signature:

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

Permit Taken By: dmartin	Date Applied For: 06/16/2006	<b>Zoning Approval</b>	
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>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..</li> </ol>	<b>Special Zone or Reviews</b> <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>2006-0118</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>26 Woodland Hill</i> Date: <i>12/10/06</i> <i>ABM</i>	<b>Zoning Appeal</b> <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:	<b>Historic Preservation</b> <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: 06-0907	Date Applied For: 0611612006	CBL: 342 B046001
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<b>Location of Construction:</b> 32 Ruby Ln (lot # 6-Willow Knoll)	<b>Owner Name:</b> Custom Built Homes of Maine INC	<b>Owner Address:</b> 35 Main St	<b>Phone:</b> 207-310-0079
<b>Business Name:</b>	<b>Contractor Name:</b> Custom Builder & Design Inc.	<b>Contractor Address:</b> 6 Woodland Road Scarborough	<b>Phone:</b> (207) 883-3518
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Vacant Land Lot # 6 24' x 34' Cape	<b>Proposed Project Description:</b> Lot # 6 24' x 34' Cape	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p><b>PERMIT ISSUED</b></p> <p>JUL 19 2006</p> </div>
<div style="border: 1px solid black; padding: 2px; text-align: center;"> <p><b>CITY OF PORTLAND</b></p> <p>Approval Date: 07-07-2006</p> </div>		

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado**Dept:** DRC      **Status:** Approved with Conditions      **Reviewer:** Jay Reynolds      **Approval Date:** 0613012006**Note:** **Ok to Issue:** 

- 1) 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.
- 2) Silt fence location shall be moved from where it's shown on the plan. Acceptable location is between the new house and the no-cut zone (not behind the no-cut zone).
- 3) Builders shall minimize the amount of tree disturbance when installing the foundation drain in the back yard.
- 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.

<b>Location of Construction:</b> 32 Ruby Ln (lot # 6-Willow Knoll)	<b>Owner Name:</b> Custom Built Homes of Maine INC	<b>Owner Address:</b> 35 Main St	<b>Phone:</b> 207-310-0079
<b>Business Name:</b>	<b>Contractor Name:</b> Custom Builder & Design Inc.	<b>Contractor Address:</b> 6 Woodland Road Scarborough	<b>Phone:</b> (207) 883-3518
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

- 6) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 7) 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.

**Dept:** Planning      **Status:** Not Applicable      **Reviewer:** Jay Reynolds      **Approval Date:** 0613012006  
**Note:**      **Ok to Issue:**

**Comments:**

716106-amachado: Site plan was for a 32' x 24' house. Building plans are for 34' x 24' house. Ted wrote 34' on the site plan but we need a new site plan reflecting the actual size of the footprint. Also building plans have a deck and the siteplan does not, and the side entry has two steps on the building plan and four on the site plan.

7/7/06-amachado: Ted brought in a revised site plan & crossed the deck off the building plans. Side entry will have 2-4 steps.

342-B-46 22 Rocky lot 6

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	Submitted Plan	Findings
Component		Revisions
		Date
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1))	OK 8" x 16"	
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	OK - Noted	
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	2 1/4" 1/2" 6' oc	
Anchor Bolts/Straps, spacing (Section R403.1.6)		
Lally Column Type (Section R407)		
Girder & Header Spans (Table R 502.5(2))	3-2x10's 5'-2" span - OK	
Built-Up Wood Center Girder		
Dimension/Type		
SIU/Band Joist Type & Dimensions	2x6 PT OK	
First Floor Joist Species		
Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8"-5 - 12' span	OK
Second Floor Joist Species		
Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2x8"-5 - 12' span	OK
Attic or additional Floor Joist Species		
Dimensions and Spacing (Table R802.4(1) and R802.4(2))	OK	

Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))	2 x 8's	Rafters	
Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	7/16 Roof	7/16 walls / 3/4" Floor	
Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))	Per IRC		
Fastener Schedule (Table R602.3(1) & (2))			
<b>Private Garage</b> (Section R309) Living Space? (Above or beside)	N/A		
Fire separation (Section PD09.2)			
Opening Protection (Section R309.1)			
Emergency Escape and Rescue Openings (Section R310)	OK - noted		
Roof Covering (Chapter 9)	Asphalt		
Safety Glazing (Section R308)	N/A		
Attic Access (Section R807)	22x34		
Chimney Clearances/Fire Blocking (Chap. 10)	shows 2" condition		
Header Schedule (Section 502.5(1) & (2))	OK noted		
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration	R-38 Roof / R-19 walls		

0 1/4 Ebor -  
re 0.34

OK

Type of Heating System

**Means of Egress (Sec R311 & R312)**

Basement /

Number of Stairways 2

Interior /

Exterior /

Treads and Risers (Section R311.5.3) 10' T  
7 3/4" R

Width (Section R311.5.1) 36" T

Headroom (Section R311.5.2) 6'-8" shown

Handrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3) → Handrails 34 to 38"

Smoke Detectors (Section R313)

Location and type/Interconnected

Draftstopping (Section R507.12) and

Fireblocking (Section (R602.8)

Dwelling Unit Separation (Section R317) and

IBC - 2003 (Section 1207)

Deck Construction (Section R502.2.1)

OK noted

Y P/A

Deck not approved



# 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.

Location/Address of Construction: <u>Lot 6 Willow Knoll #32 Ruby Ln.</u>		
Total Square Footage of Proposed Structure <u>1496</u>		Square Footage of Lot
TAX Assessor's Chart, Block & Lot Chart# <u>342</u> Block# <u>B 047</u> Lot# <u>7</u>		Owner: <u>Custom Built Homes of ME</u> <u>35 Main St.</u> <u>Win Am ME 04062</u>
Lessee/Buyer's Name (If Applicable)		Applicant name, address & telephone: <u>Same</u>
Current Specific use: <u>land</u>		Cost Of Work: \$ <u>135000</u>
If vacant, what was the previous use?		Fee: \$ <u>Bldg fee 1236.00</u>
Proposed Specific use: <u>Construct a new 24x54 Cape</u>		<u>COF 75.00</u>
Project description: <u>no deck, no garage</u>		C of O Fee: \$ <u>1311.00</u>
Contractor's name, address & telephone: <u>same as above</u>		Site Plan <u>300.00</u>
Who should we contact when the permit is ready: <u>Ted + call</u>		<u>1311.00</u>
Mailing address: <u>JUN 16 2006</u>		Phone: <u>310 0079</u>
<b>RECEIVED</b>		<u>1611.00</u>

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](http://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: [Signature] Date: 6/16/06

This is not a permit; you may not commence ANY work until the permit is issued.



Applicant: Custom Built Homes of Maine  
Address: 32 Ruby Lane (lot 6 Willawood)

Date: 7/6/06  
C-B-L: 342-B-046  
Permit # - 06-0907

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - new 2 story single family - 34' x 24'

Sewage Disposal - city

Lot Street Frontage - 50' min. - 65.12 given

Front Yard - 25' req. - 50' scaled. - 44.5 to front steps.

Rear Yard - 25' req. - 113' scaled from bulkhead.

Side Yard - 1/2 story - 8' 16.5 to right - 15' x 7' of side entry inset bulk - OK per section 14-426

Projections - 2 story - 14' 14.5 from left - scaled  
bulkhead 5' x 6', front steps 5' x 5', side steps 4' x 7'.

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

Height - 35' max. - 21' scaled

Lot Area - 6,500 sq ft min. - 12,358.94 given

Lot Coverage Impervious Surface - 35% 4325.63 sq ft

Area per Family - 6,500 sq ft OK

Off-street Parking - 2 spaces required. - OK. 29' x 24'

Loading Bays - N/A

Site Plan - 2006-0118

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 7 - zone X

OK.  
34 x 24 = 816  
5 x 6 = 30  
5 x 5 = 25  
4 x 7 = 28  
899

\* no day list basement.

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

**Zoning Copy**

**2006-0118**

Application I. D. Number

**6/1612006**

Application Date

**Lot 6 Willow Knoll**

Project Name/Description

**We Three Magpies Llc**

Applicant

**102 Allen Ave , Portland , ME 04103**

Applicant's Mailing Address

**Custom Built Homes**

Consultant/Agent

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

**Agent Fax:**

Applicant or Agent Daytime Telephone, Fax

**Marge Schmuckal**

**32 Ruby Ln , Portland, Maine**

Address of Proposed Site

**342 B046001**

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 10957 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 6/21/2006

**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 | _____          | <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  |                 |

**From:** Jay Reynolds  
**To:** Single Family Signoff  
**Date:** 6/30/2006 10:21:13 AM  
**Subject:** Ruby Lane, Lot 6 Willow Knoll Subdivision

33

3428046,

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

Attn: Dana Dresser

773-2525

PURCHASE AND SALE AGREEMENT - LAND ONLY

March 20, 2006

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Royal River Development, Inc ("Buyer") and WR Three Macpice 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 \$ 5,000-10,000. 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) 5:00 PM ( ) 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 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 JS

Wendishin Real Estate 133 Waterline Way, Standish ME 04084

Phone: (207) 310-0079

Fax: (207) 892-1383

Ted Wendishin

Willow Knoll.

Produced with ZipForm™ by RE FormNet, LLC 18026 Filbert Mile Road, Clinton Township, Michigan 48035 www.zipform.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 Seller's 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.
- 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:

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

Ted Wardishin of Custom Built Homes of Maine Rlty., X 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: \_\_\_\_\_  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:

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

Date

Signature of Inspections Official

Date

CBL: 342-B-46

Building Permit #: 06-0907