

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: 060960  
AUG 16 2006  
CITY OF PORTLAND

This is to certify that Royal River Development, Inc. Custom Built Homes  
has permission to 24' x 32' full dormered cape with a 10' x 10' deck  
AT 38 Ruby Ln (Willow Knoll - Lot 7) City of Portland 342 B047001

provided that the person or persons, firm or corporation accepting 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 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 \_\_\_\_\_

*Cheryl August* 8/16/06  
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

<b>PERMIT ISSUED</b>		
Permit No:	Issue Date:	CB L:
06-0960	7/10/06	342 B047001

<b>Location of Construction:</b> 38 Ruby Ln (Willow Knoll - Lot 7)	<b>Owner Name:</b> Royal River Development, Inc.	<b>Owner Address:</b> 35 Main St.	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Custom Built Homes	<b>Contractor Address:</b> 35 Main St Windham	<b>Phone:</b> 2078923149
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	<b>Zone:</b> R3

<b>Past Use:</b> Vacant Land	<b>Proposed Use:</b> Single Family 24' x 32' full dormered cape w/ a 10' x 12' deck	<b>Permit Fee:</b> \$1,266.00	<b>Cost of work:</b> \$130,000.00	<b>CEO District:</b>
24' x 32' full dormered cape w/ a 10' x 12' deck		<b>FIRE DEPT:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>INSPECTION:</b> Use Group: R3 Type: 50 8/16/06 Signature: <i>[Signature]</i>	
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

<b>Permit Taken By:</b> dmartin	<b>Date Applied For:</b> 06/21/2006	<b>Zoning Approval</b>
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Special Zone or Reviews	Zoning Appeal	Historic Preservation
<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>2006-0127</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/ conditions</i> Date: 7/10/06 <i>ABM</i>	<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: _____	<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: _____

**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



# 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.

38 Ruby Lane

W1

11 Portland

1408

10,957

Tax Assessor's Chart, Block & Lot

Chart# Block# Lot#

342 B 047

Owner:

Built Homes of ME, Inc. Telephone: 892-3149x105

35 Main St.

Windham ME 04062, OR 310 0079

Lessee/Buyer's Name (If Applicable)

Applicant name, address & telephone

Same as Above

cost Of

Work: \$ 30,000

Fee:

C of O Fee: \$

Current Specific use: Land

If vacant, what was the previous use?

Proposed Specific use: New home

Project description:

Construct a 24x32 full dormered Cape w/ 10x12 deck

Contractor's name, address & telephone: Custom Built Homes of ME, Inc.

Who should we contact when the permit is ready:

Ted

Mailing address:

Phone: 310 0079

**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:

Date:

6/27/06

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

**City of Portland, Maine - Building or Use Permit**

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

<b>Permit No:</b> 06-0960	<b>Date Applied For:</b> 06/27/2006	<b>CBL:</b> 342 B047001
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<b>Location of Construction:</b> 38 Ruby Ln (Willow Knoll - Lot 7)	<b>Owner Name:</b> Royal River Development ,Inc.	<b>Owner Address:</b> 35 Main St.	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Custom Built Homes	<b>Contractor Address:</b> 35 Main St Windham	<b>Phone</b> (207) 892-3149
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Single Family 24' x 32' full dormered cape w/ a 10 x 12' deck	<b>Proposed Project Description:</b> 24' x 32' full dormered cape w/ a 10' x 12' deck
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LOT 7 WILLOW KNOLL  
 24' X 52' CACT BEA

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	2500 PSF	
Component	Submitted Plan	Findings/Revisions/Dates
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	8" X 16"	
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	STONE 4" PIPE FILTER FABRIC	
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2 BOLTS 6' O.C. 1' FEED CORNER	
Lally Column Type (Section R407)	3/8 STEEL CONC.	
Girder & Header Spans (Table R 502.5(2)) & Built-Up Wood Center Girder Dimension/Type	3- 2X10'S PROPOSED 5'6" MAX SPAN ↓	
Sill/Band Joist Type & Dimensions	2X6 P-T.	
First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2" X 8" 16 O.C. SPF #2 OR BETTER	
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2))	2X8' 16 O.C. SPF #2 OR BETTER	
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and	2X6 16 O.C ATTIC FLOOR	

<p><b>Fac 6 r Penetration</b></p>	<p>NYC FIRE DEPARTMENT</p>	
<p><b>Type of Heating System</b></p>		
<p><b>Means of Egress</b> (Sec R311 &amp; R312)          Basement 1 BULL HEAD / ONE INTERIOR STAIR          Number of Stairways          Interior 1 - 7 3/4" x 10" R. NOSINGS NOT SHOWN - WILL APPEAR AS A CONGRUENT          Exterior - NOT SHOWN - WILL BE CONGRUENT          Treads and Risers (Section R311.5.3) 7 3/4" x 10" R.          Width (Section R311.5.1) 36"<sup>9</sup>          Headroom (Section R311.5.2) 6'8"<sup>7</sup>          Guardrails and Handrails (Section R312 &amp; R311.5.6 - R311.5.6.3) NEED</p>	<p>DEF ALL SEE CONDITIONS</p>	
<p><b>Smoke Detectors</b> (Section R313)          Location and type/Interconnected</p>	<p>OK PER CODE FOR CONDITIONS</p>	
<p><b>Dwelling Unit Separation</b> (Section R317) and IBC - 2003 (Section 1207)</p>	<p>NA</p>	
<p><b>Deck Construction</b> (Section R502.2.1)</p>	<p>NEED - SEE CONDITIONS</p>	

K802.4(2)		
Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8)) Roof Rafter; Framing & Connections (Section R802.3 & R802.3.1)	2x8 / c.o.c.	
Sneating; Floor, wall and roof (Table R503.2.1.1(1))	WALLS 3/16" VULC FLOOR 3/16" VULC WILL ATTACH TO SCHEDULE NOT PROVIDED	
Fastener Schedule (Table R602.3(1) & (2))		
<b>Private Garage</b> (Section R309) Living Space? (Above or beside)	None	
Fire separation (Section R309.2)		
Opening Protection (Section R309.1)	N/A	
Emergency Escape and Rescue Openings (Section R310)	ONE PER KITCHEN BURN HEAD IN BATHROOM	
Roof Covering (Chapter 9)	#15 FELT + FIBERGLASS STANGCEL	
Safety Glazing (Section R308)	IN DOORS ONLY	
Attic Access (Section R807)	22x34 IN COSEY	
Chimney Clearances/Fire Blocking (Chap. 10)	IMPLICATED	
Header Schedule (Section 502.5(1) & (2))	OK PAGE A-3	
Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-	NEED	

Applicant: Royal River Development Inc.  
Custom Built Homes of ME

Date: 7/10/06

Address: 38 Ruby Lane (Lot 7 Willow Knoll)

C-B-L: 342-13-047  
permit # - 06-096

CHECK-LIST AGAINST ZONING ORDINANCE

Date - new

Zone Location - R3

Interior or corner lot -

Proposed Use/Work - build 24 x 32 Gill decked cape w/ 10' x 12' deck - single family

Sewage Disposal - City

Lot Street Frontage - 50' min. - 65.21' given

Front Yard - 25' min - 46' scaled to front steps  
49' scaled to corner

Rear Yard - 25' min - 72' scaled to deck

Side Yard - 2 steps - 14' right - 15.5' scaled  
left - 17.5' to house - 13.5' to side entry - OK per section 14-425

Projections - bulkhead 5x6, deck 10'x12', front entry 4'x5', side entry 7x4, deck steps 6x35

Width of Lot - 65' min - 65' scaled

Height - 35' max - 21' scaled

Lot Area - 6500 sq ft min - 10,957.02

Lot Coverage Impervious Surface - 35% = 3834.96 sq ft

O.K.

24x32 =	768
10x12 =	120
5x6 =	30
4x5 =	20
7x4 =	28
6x3.5 =	21

987

Area per Family - 6,500 sq ft

Off-street Parking - 2 spaces required. parking 24'x24' area passed front setback

Loading Bays - N/A

Site Plan - 2006 - 0122

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 7 - zone X

\* no day light basement



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 WR THREE MAPLES LLC ("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 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) 79.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 375,000 <sup>440,000</sup> ~~350,000.00~~. Buyer  has made; or  will make within 3 business days of the date of this offer, a deposit of earnest money in the amount of \$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  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 BS

Wardishin Real Estate, 133 Westwick Way, Standish ME 04084

Phone: (207) 310-0079

Fax: (207) 892-1383

Ted Wardishin

Willow Knoll.

Produced with ZipForm™ by RE FormNet, LLC 18026 Filman Mile Road, Clinton Township, Michigan 48065 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:
- E 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.
  - a 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-paid, 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 Dresser 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., X Agency 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 \_\_\_\_\_

BUYER [Signature] 3-20-06 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 \_\_\_\_\_

SELLER [Signature] 3/21/06 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 1 PM.

SELLER [Signature] 3/21/06 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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