

**Normand Berube Builders Inc.**

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**From:** "Normand Berube Builders Inc." <nberubeldrs@maine.rr.com>  
**To:** <gsnberubeldrs@maine.rr.com>  
**Sent:** Monday, December 17, 2012 1:24 PM  
**Attach:** CCE12172012\_00000.jpg; CCE12172012\_00001.jpg; CCE12172012\_00002.jpg; CCE12172012\_00003.jpg; CCE12172012\_00004.jpg; CCE12172012\_00005.jpg; CCE12172012\_00006.jpg; CCE12172012\_00007.jpg; CCE12172012\_00008.jpg; CCE12172012\_00009.jpg; CCE12172012\_00010.jpg; CCE12172012\_00011.jpg  
**Subject:** lot 17 Skylark Commons

Normand Berube Builders Inc.  
1040 Portland Rd, Suite 2  
Saco Maine 04072  
Office 207-883-8270  
Fax 207-283-4039

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## Level I – Minor Residential Development Review Application Portland, Maine

Planning and Urban Development Department  
Planning Division

Portland's Planning and Urban Development Department coordinates the development review for site plan, subdivision and other applications under the City's Land Use Code. Attached application form for a Level I: Minor Residential site plan and building permit.

### Level I: Minor Residential development includes:

- Development of a single-family or a two-family building, excluding building additions and accessory structures, such development shall be deemed minor residential development for the purposes of this article regardless of its size.
- The addition of any additional dwelling unit to a building initially reviewed as a two-family dwelling or multifamily structure, if the additional dwelling unit does not require subdivision review under Maine State Statutes and Portland's Subdivision Ordinance.

**As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2010)**

The Maine Home Construction Contracts Act requires that any home construction or repair valued at more than \$3000 in materials or labor must be based on a written contract unless the parties exempt themselves. A sample contract is available on the City's website at [www.portlandmaine.gov](http://www.portlandmaine.gov) or contact the Inspections Office to have one mailed to you.

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

**Inspection Division**  
Room 315, City Hall  
389 Congress Street  
(207) 874-8703

**Office Hours**  
Monday, Tuesday, Wednesday and Friday  
8:00 a.m. – 4:00 p.m.  
Thursday  
8:00 a.m. – 1:00 p.m.



**Project Address:**

Total Square Footage of Proposed Structure/Area:

2040 S.F.

Area of lot (total sq. ft.): 12,372 SF

Garage: Yes  No

Attached

Detached

Sq. Ft.: 520

Number of Stories:

Number of Bathroom

Number of Bedroom

Tax Assessor's Chart, Block & Lot(s):

Chart# Block # Lot #

349 I 7

Current legal use: OPEN BLDG. LOT

Number of Residential Units NONE

If vacant, what was the previous use? OPEN BLDG. LOT

Is property part of a subdivision? YES If yes, please name SKYLARK COMM

**Project Description:**

CONSTRUCT SINGLE FAMILY (ONE STORY) RANCH STYLE HO

**Applicant - must be owner, Lessee or Buyer**

Name: NORMAND BERUBE BLDRS, INC

Business Name, if applicable:

Address: 1040 PORTLAND RD, SUITE-TWO

City/State: SALO / ME. Zip Code: 04072

**Applicant Contact Information**

Work # (207) 883-8270

Home#

Cell #

e-mail: nberubebldrs@gmail

**Owner - (if different from Applicant)**

Name:

Address:

City/State: Zip Code:

**Owner Contact Information**

Work #

Home#

Cell #

e-mail:

**Billing Information**

Name: (SEE APPLICANT INFO)

Address:

**Contact when Building Permit is Ready:**

Name: (SEE APPLICANT INFO)

Address:



**DEVELOPMENT REVIEW FEES:**

Payment may be made in cash, credit card or check addressed to the City of Portland.

<b>Level I Minor Residential Site Plan</b>	<b>Fees Paid:</b>
1. <b>Application Fee - \$300.00</b>	\$ <u>300<sup>-</sup></u>
2. <b>Inspection Fee - \$100.00</b> (for site plan inspection by the Planning Division)	\$ <u>100<sup>-</sup></u>
3. <b>Certificate of Occupancy Fee - \$75.00</b>	\$ <u>75<sup>-</sup></u>
4. <b>Building Permit (Cost of Work)</b>	\$ <u>1,770<sup>-</sup></u>
<b>Total Due:</b>	\$ <u>2,245<sup>-</sup></u>
<b>Building Permit Fee</b> - \$30 for the first \$1,000 construction cost - \$10 every additional \$1,000.	
<b>Performance Guarantee</b> - Exempt except for those projects that complete construction in the winter and the site work is incomplete.	

Please submit all of the information outlined on the applicable Checklist, shown on and 5 of this Application. In addition, a CD or PDF (e-mailed to [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)) of the entire Application, including all plans, must be submitted with the Application. Failure to do so may result in the automatic denial of the permit.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14-491) and the Site Plan Ordinance (Section 14-521). The Land Use Code is on the City's web site: [www.portlandmaine.gov](http://www.portlandmaine.gov). Copies of the ordinances may be obtained through the Planning Division. All of the information on the checklist must be submitted for review. The applicant must check off the items contained in the application package to ensure the application is complete.

**Property Taxes:**

If you or the property owner owes real estate or personal property taxes or user charges on any property in the City, payment arrangements must be made before a permit of any kind is accepted.

**Separate Permits:**

Separate permits are required for internal and external plumbing, HVAC, and electrical installations.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorized me to make this application as his/her authorized representative. 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 Planning Authority and Code Enforcement's authorized representatives 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.



(A CD or PDF (e-mailed to [buildinginspections@portlandmaine.gov](mailto:buildinginspections@portlandmaine.gov)) of the entire application including all plans, must be submitted with the application.)

<b>General Submittal Requirements – Level I Minor Residential</b>			
<b>Applicant Checklist</b>	<b>Planner Checklist (internal)</b>	<b>Number of Copies</b>	<b>Submittal Requirement</b>
✓		2	Completed application form and check list.
✓		1	Application fees.
✓		2	Evidence of right, title and interest.
N/A		2	Copies of required state and/or federal permits.
N/A		2	Written Description of existing and proposed easement burdens.
N/A		2	Written requests for waivers from individual site plan and technical standards.
✓		2	Written summary of fire safety (referencing NFPA fire code Section 3 of the City of Portland Technical Manual). Refer to Department Checklist on page 6 of this application.

<b>Site Plans and Boundary Survey Requirements – Level I Minor Residential</b>			
<b>Applicant Checklist</b>	<b>Planner Checklist (internal)</b>	<b>Number of Copies</b>	<b>Submittal Requirement</b>
✓		3	Boundary survey meeting the requirements of section 1 City of Portland Technical Manual with the site plan info listed below shown on the plan, including a north arrow greater than or equal to 1"=20'. (Photocopies of the plan drawn building footprints will not be accepted.)
✓			<ul style="list-style-type: none"> <li>Zoning district, setbacks and dimensional requirements. Show zone line overlay zones that apply to the property, including Shoreland Zone &amp; Protection Zone.</li> </ul>
✓			<ul style="list-style-type: none"> <li>Existing and proposed structures (including location of proposed piers wharves if in Shoreland Zone).</li> </ul>
✓			<ul style="list-style-type: none"> <li>Location and dimension of existing and proposed paved areas.</li> </ul>
✓			<ul style="list-style-type: none"> <li>Proposed ground floor area of building.</li> </ul>
✓			<ul style="list-style-type: none"> <li>Finish floor elevation (FEE) or sill elevation.</li> </ul>
✓			<ul style="list-style-type: none"> <li>Exterior building elevations (show all 4 sides).</li> </ul>
✓			<ul style="list-style-type: none"> <li>Existing and proposed utilities (or septic system, where applicable)</li> </ul>
✓			<ul style="list-style-type: none"> <li>Existing and proposed grading and contours.</li> </ul>





✓		▪ Existing and proposed curb and sidewalk, except for a single family l
N/A		▪ Existing and proposed easements or public or private rights of way.
N/A		▪ Show foundation/perimeter drain and outlet.
N/A		▪ Additional requirements may apply for lots on unimproved streets.

### Building Permit Submittal Requirements –Level I: Minor Residential Developm

Applicant Checklist	Planner Checklist (internal)	Number of Copies	Submittal Requirement
✓		1	One (1) complete set of construction drawings must inc
✓			▪ Cross section with framing details
✓			▪ Floor plans and elevations to scale
N/A			▪ Stair details including dimensions of : rise/run, h guards/handrails, baluster space
✓			▪ Window and door schedules
✓			▪ Foundation plans w/required drainage and dam if applicable
N/A			▪ Detail egress requirements and fire separation, i
✓			▪ Insulation R-factors of walls, ceilings & floors & l windows per the IECC 2003
N/A			▪ Deck construction including: pier layout, framing fastenings, guards, stair dimensions
✓			▪ As of September 16, 2010 all new construction of one family homes are required to be sprinkled in complian 13D. This is required by City Code. (NFPA 101 2009 ec
✓			▪ Reduced plans or electronic files in pdf format ar required if original plans are larger than 11X17"

#### \*\* Reminder: \*\*

1. A CD or PDF of the entire application, including all plans, must be submitted with the ap
2. Separate permits are required for internal and external plumbing, HVAC, and electrical installat
3. Please submit all of the information outlined in this application checklist.
4. If the application is incomplete, the application may be refused.
5. The Planning and Urban Development Department may request additional information prior to t  
issuance of a permit.



## Site Plan Standards for Review of Level I: Minor Residential

Level I: Minor Residential site plan applications are subject to the following site plan standards contained in section 14-526 of Article V, Site Plan:

- 14-526 (a) **Transportation Standards:**
    - 2.a. Site Access and Circulation (i) and (ii);
    - 2.c Sidewalks: *(if the site plan is a two- family or multi-family building only)*;
    - 4.a. Location and required number of vehicle parking spaces:(i) and (iv)
  - 14-526 (b) **Environmental Quality Standards:**
    - 1. Preservation of significant natural features.
    - 2.a. Landscaping and landscape preservation
    - 2.b. Site landscaping (iii)
    - 3.a. Water quality, stormwater management and erosion control: a., d., e., and f.
  - 14-526 (c) **Public Infrastructure and Community Safety Standards:**
    - 1. Consistency with Master Plan
    - 2. Public Safety and fire prevention
    - 3. Availability and adequate capacity of public utilities; a., c., d., and e.
  - 14-526 (d) **Site Design Standards:**
    - 5. Historic Resources
    - 9. Zoning related design standards
- *Except as provided in Article III of the City Code, or to conditions imposed under Section 14-526 only, or to those submission requirements set forth in section 14-527 as relate solely thereto.*



### PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



A separate drawing[s] shall be provided to the Portland Fire Department for all site plan reviews.

1. Name, address, telephone number of applicant.
2. Name address, telephone number of architect
3. Proposed uses of any structures [NFPA and IBC classification]
4. Square footage of all structures (total and per structure)





## REScheck Software Version 4.4.3 Compliance Certificate

Project Title: Skylark Commons Lot 17

Energy Code: **2009 IECC**  
 Location: **Portland, Maine**  
 Construction Type: **Single Family**  
 Glazing Area Percentage: **13%**  
 Heating Degree Days: **7378**  
 Climate Zone: **6**

Construction Site:  
 Swiger Residence  
 Skylark Road Lot 17  
 Portland, ME

Owner/Agent:

Designer/Contractor:  
 Normand Berube Builders, Inc.  
 1040 Portland Road - Suite two  
 Saco, ME 04072  
 (207) 883-8270  
 nberubeldrs@maine.rr.com

### Compliance: Passes using UA trade-off

Compliance: **2.1% Better Than Code** Maximum UA: **468** Your UA: **458**

The % Better or Worse Than Code index reflects how close to compliance the house is based on code trade-off rules.  
 It DOES NOT provide an estimate of energy use or cost relative to a minimum-code home.

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Glazing or Door U-Factor
Ceiling 1: Raised or Energy Truss	1560	38.0	0.0	
Wall 1: Wood Frame, 16" o.c.	1312	21.0	0.0	
Window 1: Vinyl Frame:Double Pane with Low-E	131			0.310
Door 1: Solid	38			0.350
Door 2: Solid	18			0.140
Door 3: Glass	40			0.350
Floor 1: Slab-On-Grade:Unheated Insulation depth: 4.0'	164		10.0	
Floor 2: Slab-On-Grade:Unheated Insulation depth: 6.0'	254		10.0	

*Compliance Statement:* The proposed building design described here is consistent with the building plans, specifications, and calculations submitted with the permit application. The proposed building has been designed to meet the 2009 IECC requirements and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

**GARY SYLVAIN - DRAFTSPERSON** *Gary Sylvain* **12-17**  
 Name - Title Signature Date



PURCHASE AND SALE AGREEMENT - LAND ONLY

December 12, 2012

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Normand Berube Builders Inc (Buyer) and F. Didonato & Sons LLC (Seller)

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy part of the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 107 17 Skylark Road described in deed(s) recorded at said County's Registry of Deeds Book(s) Page(s)

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$90,000.00. Buyer has delivered; or will deliver to the Agency within 3 days of the date of this offer, a deposit of earnest money in the amount of \$1,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ delivered. Failure by Buyer to deliver this additional deposit in compliance with the above terms constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check at the delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: F. Didonato and Sons LLC (Agency) at said earnest money and act as escrow agent until closing; this offer shall be valid until 5:00 AM 12-14-12; and, in the event of non-acceptance, this earnest money shall be returned 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 and the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance and execute all necessary papers on January 15th (closing date) or before, if agreed in writing by both parties. Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period of 90 calendar 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 late closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may elect to accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of 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 encumbrances except covenants, conditions, assessments and restrictions of record which do not materially and adversely affect 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. Seller 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, Real estate taxes shall be prorated as of the date of closing (based on municipal 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 amount and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer taxes required by State of Maine.





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NORMAND BERUBE BLDRS

10. DUE DILIGENCE; Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real property. Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
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: <u>required for building</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>30</u>	<u>Normand Berube Bldrs</u>	_____
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. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: <u>Coming to a building package agreement with their Buyer cause</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>This contract is subject to Normand</u>		

Further specifications regarding any of the above: 30 days

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or 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.



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FRANK DIDONATO

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NORMAND BERUBE BLDRS

11. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing: **Cash Sale**
- a. This Agreement is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price with interest 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, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If falls 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 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 that this Agreement is terminated three 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 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's licensee or Buyer's licensee.
  - 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 unable to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two 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 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 this Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be terminated.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

None of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
 Licensee Agency Disc Dual Agent Transaction

None of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
 Licensee Agency Disc Dual Agent Transaction

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agent hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submit 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 party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses subsequent litigation. This clause shall survive the closing of the transaction.

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, will have 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 licensee. 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 which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any State/Federal holidays. Not limited to Business Days, Saturdays, Sundays and any State/Federal holidays.



DEC-15-2012 06:58 AM FRANK DIDONATO

7970142

12/12/2012 11:55 283-4039

NORMAND BERUBE BLDGS

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, 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 statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not 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 prepay 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 listing agent to the Seller.

Buyer's Mailing address is 1040 Portland rd. Saco, ME 04070

Susan m Berube 12-12-12  
BUYER DATE BUYER

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 87 SKYLARK Rd.  
FRANK DIDONATO, SR. 12-12-12 Frank D. Donato  
SELLER DATE SELLER

COUNTER-OFFER

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

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and this offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) 12-15-12 (time) 4 O'clock AM PM.

Frank D. Donato 12-12-12 FRANK DIDONATO 12-12  
SELLER DATE SELLER

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER

EXTENSION:

The time for the performance of this Agreement is extended until \_\_\_\_\_  
DATE



# **NORMAND BERUBE BUILDERS, INC**

1040 PORTLAND RD. SUITE TWO SACO, MAINE 04072

883-8270 or 283-3961 Fax : 283-4039

E-Mail ; [nberubeldrs@maine.rr.com](mailto:nberubeldrs@maine.rr.com)

Project: Lot 17 Skylark Commons

Description: Proposed construction of single family (ranch style) home.

Summary: Section 3.3.3. Home will be sprinkled per NFPA 13D requirements  
Designed & installed by qualified contractor.  
Section 3.1.1.b. Exterior lighting to be standard residential wall  
mounted type fixtures.  
Section 3.7. Blasting is not anticipated. Home to be constructed with  
Slab on grade. (no Basement)