

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

BUILDING DEPARTMENT

Please Read Application And Notes, If Any, Attached

Permit Number: 051245

**PERMIT ISSUED**  
SEP 23 2005  
CITY OF PORTLAND

This is to certify that BALLPARK DRIVE DEVELOPMENT LLC (The Vesta Co  
has permission to 28'x36' home, attached 8'x 20' breezeway & 24' x 24' Garage  
AT 74 BALLPARK DR Lot#7 371 A037001

provided that the person or persons, firm or corporation accepting this permit shall observe all of the provisions of the Statutes of this 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 is procured before this building or part thereof is altered 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]*  
9/23/05  
Director - Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit Application,**  
 389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

|                       |   |                     |
|-----------------------|---|---------------------|
| Permit No:<br>05-1245 | PERMIT ISSUED<br>Issue Date:<br>SEP 23 2005 | TRBL:<br>371 A07001 |
|-----------------------|---|---------------------|

|   |  |   |                      |
|---|--|---|----------------------|
| Location of Construction:<br>74 BALLPARK DR Lot#7 | Owner Name:<br>BALLPARK DRIVE DEVELOPM | Owner Address:<br>67 HAVERTYS WAY             | Phone:<br>371 A07001 |
| Business Name:                                    | Contractor Name:<br>The Vesta Corp     | Contractor Address:<br>P.O. Box 1464 Portland | Phone:<br>2072328050 |
| Lessee/Buyer's Name                               | Phone:                                 | Permit Type:<br>Single Family                 | Zone:<br>R-2         |

|  |  |   |   |   |
|--|--|---|---|---|
| Past Use:<br>Vacant Land   | Proposed Use:<br>Single Family Home/ 28'x36' home,<br>attached 8'x 20' breezeway, & 24'<br>x24' Garage | Permit Fee:<br>\$1,836.00   | Cost of Work:<br>\$200,000.00   | CEO District:   |
| Proposed Project Description:<br>28'x36' home, attached 8'x 20' breezeway, & 24'x24' Garage                              |  | FIRE DEPT: <input checked="" type="checkbox"/> Approved<br>FIRE DEPT: <input type="checkbox"/> Denied | INSPECTION: <input checked="" type="checkbox"/> Approved<br>INSPECTION: <input type="checkbox"/> Denied | Type: <i>SB</i><br>Type: <i>SB</i><br>Use Group: <i>R-3</i><br><i>TIL-3-2005</i><br><i>IRC 2005</i> |
|  |  | Signature: <i>N/A</i>   | Signature: <i>[Signature]</i>   |   |
| 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:<br>Idobson  | Date Applied For:<br>08/29/2005 | <b>Zoning Approval</b>   |  |   |
| <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 <b>six (6)</b> 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><br><input type="checkbox"/> Shoreland<br><input type="checkbox"/> Wetland<br><input type="checkbox"/> Flood Zone <i>Panel 2 Zone</i><br><input type="checkbox"/> Subdivision<br><input checked="" type="checkbox"/> Site Plan<br><i># 2005-0194</i><br>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> | <b>Zoning Appeal</b><br><input type="checkbox"/> Variance<br><input type="checkbox"/> Miscellaneous<br><input type="checkbox"/> Conditional Use<br><input type="checkbox"/> Interpretation<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Denied | <b>Historic Preservation</b><br><input checked="" type="checkbox"/> Not in District or Landmark<br><input type="checkbox"/> Does Not Require Review<br><input type="checkbox"/> Requires Review<br><input type="checkbox"/> Approved<br><input type="checkbox"/> Approved w/Conditions<br><input type="checkbox"/> Denied |
|  |                                 | Date:  | Date:  | 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 |

Applicant: The Vesta Corp

Date: 9/15/05

Address: 74 Ballpark Dr (lot #7)

C-B-L: 371-A-037

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New Development

# 05-1245

Zone Location - R-2

Interior or corner lot -

Proposed Use/Work - Construct New 28' x 36' home with attached 8' x 20' breezeway and 24' x 24' garage NO REAR DECK

Sewage Disposal - City

Lot Street Frontage - 50' min - 165' shown

Front Yard - 25' min - 26' scaled

Rear Yard - 25' min - 166' scaled

Side Yard - 4' min - 19' & 79' Scaled  
2 Story

Projections - 6' x 23' front porch - chimney on left - breezeway entry stairs 2 x 5

Width of Lot - 80' - 165' shown

Height - 35' MAX - 25' scaled

Lot Area - 10,000 sq ft min 37,130 sq ft given

Lot Coverage/Impervious Surface - 20% MAX = 7426 sq ft MAX

Area per Family - 10,000 sq ft

Off-street Parking - 2 PKG SPCS req - 2 CAR GARAGE shown

Loading Bays - N/A

Site Plan - minor/minor # 2005-0194

Shoreland Zoning/ Stream Protection -

Flood Plains - Panel 2 - Zone X

NO DAYLIGHT BASEMENT SHOWN

|         |   |       |
|---------|---|-------|
| 28 x 36 | = | 1008  |
| 6 x 23  | = | 138   |
| 24 x 32 | = | 768   |
| 2 x 11  | = | 22    |
| 2 x 6   | = | 12    |
| 2 x 5   | = | 10    |
|         |   | <hr/> |
|         |   | 1958  |

# 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
- ~~NA~~ 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.

\_\_\_\_\_ CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED

[Signature]  
Signature of Applicant/Designee

9/25/05  
Date

[Signature]  
Signature of Inspections Official

9/23/05  
Date

CBL: 371-A-37 Building Permit #: 05-1245

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

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

|                              |  |                            |
|------------------------------|--|----------------------------|
| <b>Permit No:</b><br>05-1245 | <b>Date Applied For:</b><br>08/29/2005 | <b>CBL:</b><br>371 A037001 |
|------------------------------|--|----------------------------|

|  |  |  |                                |
|--|--|--|--------------------------------|
| <b>Location of Construction:</b><br>74 BALLPARK DR Lot#7 | <b>Owner Name:</b><br>BALLPARK DRIVE DEVELOPME | <b>Owner Address:</b><br>67 HAVERTYS WAY             | <b>Phone:</b>                  |
| <b>Business Name:</b>                                    | <b>Contractor Name:</b><br>The Vesta Corp      | <b>Contractor Address:</b><br>P.O. Box 1464 Portland | <b>Phone</b><br>(207) 232-8050 |
| <b>Lessee/Buyer's Name</b>                               | <b>Phone:</b>                                  | <b>Permit Type:</b><br>Single Family                 |                                |

|   |   |
|---|---|
| Single Family Home/ 28'x36' home, attached 8'x 20' breezeway, & 24' x24' Garage | 28'x36' home, attached 8'x 20' breezeway, & 24' x24' Garage |
|---|---|

**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Marge Schmuckal      **Approval Date:** 09/15/2005

**Note:** **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages. No rear decks are shown on the submitted plans. No rear decks are approved under this permit. No daylight basement is shown on the submitted plans. No daylight basement is approved under this permit.
- 2) This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

**Dept:** Building      **Status:** Approved with Conditions      **Reviewer:** Tammy Munson      **Approval Date:** 09/15/2005

**Note:** **Ok to Issue:**

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

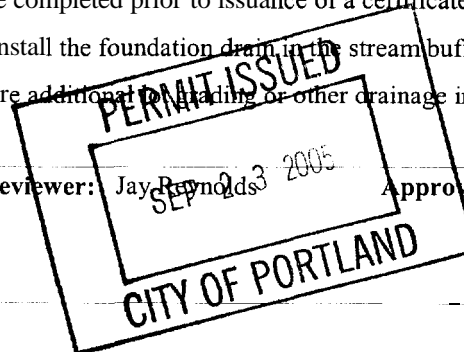
**Dept:** DRC      **Status:** Approved with Conditions      **Reviewer:** Jay Reynolds      **Approval Date:** 09/15/2005

**Note:** **Ok to Issue:**

- 1) Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 2) A sewer permit is required for your project. Please contact Carol Merritt at 874-8300, ext .8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site
- 3) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy.
- 4) A permit by rule needs to be obtained from the DEP in order to install the foundation drain in the stream buffer zone.
- 5) The Development Review Coordinator reserves the right to require additional grading or other drainage improvements as necessary due to field conditions.

**Dept:** Planning      **Status:** Not Applicable      **Reviewer:** Jay Reynolds      **Approval Date:** 09/15/2005

**Note:** **Ok to Issue:**



74 Ballpark

371A37

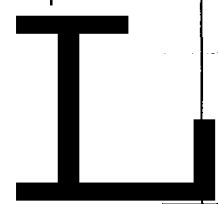
Mike D. Mills

232-8050

| ONE AND TWO FAMILY  | PLAN REVIEW                        | CHECKLIST                |
|---|------------------------------------|--------------------------|
| Component   | Submitted Plan                     | Findings/Revisions/Dates |
| <b>STRUCTURAL</b><br>Footing Dimensions/Depth<br>(Table R403.1 & R403.1(1),<br>(Section R403.1 & R403.1.4.1)) | 20" 8' deep<br>OK                  |                          |
| (Section R403.1 & R403.1.4.1)   | OK                                 |                          |
| (Section R403.1 & R403.1.4.1)   | N/A                                |                          |
| Ventilation/Access (Section R408.1 & R408.3)  |                                    |                          |
| Anchor Bolts/Straps, spacing (Section R403.1.6)   | 1/2" 4 oc                          |                          |
| Lally Column Type (Section R407)  | Did engineer look @ Paint bands? - | OK                       |
| Girder & Header Spans (Table R 502.5(2))  | LVL'S                              |                          |
| Built-Up Wood Center Girder<br>Dimension/Type   | 2x6 PT                             |                          |
| Sill/Band Joist Type & Dimensions   |                                    |                          |
| First Floor Joist Species<br>Dimensions and Spacing<br>(Table R502.3.1(1) & Table R502.3.1(2))                | 2x10's 16" oc                      |                          |
| Second Floor Joist Species<br>Dimensions and Spacing (Table R502.3.1(1) &<br>Table R502.3.1(2))               | 11" 11"                            |                          |
| Attic or additional Floor Joist Species<br>Dimensions and Spacing (Table R802.4(1) and                        | 2x8's cing joist -                 | OK                       |

|   |                                      |                          |  |
|---|--------------------------------------|--------------------------|--|
| R802.4(2))  |                                      |                          |  |
| Pitch, Span, Spacing & Dimension (Table R802.5.1(1) - R 802.5.1(8))                       | 2x10's - 16" OC                      |                          |  |
| Roof Rafter; Framing & Connection (Section R802.3 & R802.3.1)                             | Roof 1/2" walls 1/2" floor 3/4" - OK |                          |  |
| Sheathing; Floor, Wall and roof (Table R503.2.1.1(1))                                     | OK                                   |                          |  |
| Fastener Schedule (Table R602.3(1) & (2))   | OK                                   |                          |  |
| <b>Private Garage</b><br>(Section R309)   |                                      |                          |  |
| Living Space? (Above or beside)   | 1/25                                 |                          |  |
| Fire separation (Section R309.2)  | Weld                                 | walls + clng 5/8" - OK   |  |
| Opening Protection (Section R309.1)   |                                      | fire door - Rating? - OK |  |
| Emergency Escape and Rescue Openings (Section R310)                                       |                                      | not noted - OK           |  |
| Roof Covering (Chapter 9)   |                                      | Asphalt                  |  |
| Safety Glazing (Section R308)   |                                      | U/A                      |  |
| Attic Access (Section R807)   |                                      | OK Shows 26" x 32"       |  |
| Chimney Clearances/Fire Blocking (Chap. 10)   |                                      | not noted                |  |
| Header Schedule (Section 502.5(1) & (2))  |                                      | OK                       |  |
| Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U- |                                      | R-38 clng R-19 walls     |  |

U-Value of windows? - Insulating floor



|  |                                      |                                    |
|--|--------------------------------------|------------------------------------|
| Factor Penetration   |                                      |                                    |
| Type of Heating System   | not shown                            | OK                                 |
| <b>Means of Egress (Sec E411 &amp; R312)</b>                             |                                      |                                    |
| Basement 2   |                                      |                                    |
| Number of Stairways 45   |                                      |                                    |
| Interior 2   |                                      |                                    |
| Exterior 3   |                                      |                                    |
| Treads and Risers (Section R311.5.3)                                     | T - 10"<br>R - 7 3/8" to 7 3/4"      | OK                                 |
| Width (Section R311.5.1)   | 4' OK                                |                                    |
| Headroom (Section R311.5.2)  | 6'-8" OK                             |                                    |
| Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)          | OK                                   | 34 to 38 - Exterior not noted - OK |
| Smoke Detectors (Section R313)<br>Location and type/interconnected       | Need condition                       |                                    |
| Dwelling Unit Separation (Section E417) and<br>IBC - 2003 (Section 1207) | N/A                                  |                                    |
| Deck Construction (Section R502.2.1)                                     | Front porch roof<br>ledger to house? | carrying beams x                   |

OK



# All Purpose 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 7 Ballpark Drive, Portland</u>   |   |   |
| Total Square Footage of Proposed Structure<br><u>2764<sup>38</sup> Living Space / structure</u>   | Square Footage of Lot<br><u>37130</u>   |   |
| Tax Assessor's Chart, Block & lot<br>Chart# <u>371</u> - Bloc # <u>A</u> - Lot# <u>37</u>   | Owner: <u>Ballpark Drive Development LLC</u>                                    | Telephone: <u>799-3317 David Haverly</u>    |
| Lessee/Buyer's Name (if Applicable)<br><u>The Vesta Corporation</u>   | Applicant name, address & telephone:<br><u>P.O. Box 1464 Portland, ME 04104</u> | cost O.F Work: \$ <u>200,000</u><br>Fee: \$ |
| Current use: <u>raw land</u>  |   |   |
| If the location is currently vacant, what was prior use: <u>raw land</u>  |   |   |
| Approximately how long has it been vacant: <u>always</u>  |   |   |
| Proposed use: <u>Single family residential</u>  |   |   |
| Project description:<br><u>28'x36 SF home w/ attached 8'x20' breezeway &amp; 24'x24' garage</u>   |   |   |
| Contractor's name, address & telephone: <u>The Vesta Corporation P.O. Box 1464, Portland ME 04104 - 879-879-2217 / Cell</u>   |   |   |
| Who should we contact when the permit is ready: <u>Michael D. Mello 332-8650</u>  |   |   |
| Mailing address: <u>P.O. Box 1464 Portland, ME 04104</u>  |   |   |
| We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. <b>PHONE:</b> |   |   |

**IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.**

*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: <u>[Signature]</u> | Date: <u>8/29/05</u> |
|--|----------------------|

**This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4<sup>th</sup> floor of City Hall**

**From:** Jay Reynolds  
**To:** Single Family Signoff  
**Date:** Thu, Sep 15, 2005 10:29 AM  
**Subject:** (74) Ballpark Drive, lot #7, Damillo

CBL 371A037,  
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

PURCHASE AND SALE AGREEMENT - LAND ONLY

July 31, 2005

Effective Date 7/31/05
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between The Vesta Corporation (hereinafter called "Buyer") and Ballpark Drive Development, LLC (hereinafter called "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 Lot 7 Ballpark Drive and described in deed(s) recorded at said County's Registry of Deeds Book(s) 95962, Page(s) 73

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 145,403.00 of which DEPOSIT \$ 1,000.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 144,403.00

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

4. EARNEST MONEY/ACCEPTANCE: Ballpark Development, LLC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 1, 2005 (date) 5:00 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 September 20, 2005 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) 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 got known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

11. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Agent make: no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

| CONTINGENCY  | YES                      | NO                                  | DAYS FOR COMPLETION | OBTAINED BY | TO BE PAID FOR BY |
|--|--------------------------|-------------------------------------|---------------------|-------------|-------------------|
| 1. SURVEY<br>Purpose: _____                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 2. SOILS TEST<br>Purpose: _____                      | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 3. SEPTIC SYSTEM DESIGN<br>Purpose: _____            | 171                      | la                                  | _____               | _____       | _____             |
| 4. LOCAL PERMITS<br>Purpose: _____                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 5. HAZARDOUS WASTE REPORTS<br>Purpose: _____         | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 6. UTILITIES<br>Purpose: _____                       | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 7. WATER<br>Purpose: _____                           | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 8. SUB-DIVISION APPROVAL<br>Purpose: _____           | <input type="checkbox"/> | <input type="checkbox"/>            | _____               | _____       | _____             |
| 9. DEP/LURC APPROVALS<br>Purpose: _____              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 10. ZONING VARIANCE<br>Purpose: _____                | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 11. MDOT DRIVEWAY/ ENTRANCE PERMIT<br>Purpose: _____ | <input type="checkbox"/> | <input type="checkbox"/>            | _____               | _____       | _____             |
| 12. DEED RESTRICTION<br>Purpose: _____               | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 13. TAX EXEMPT STATUS<br>Purpose: _____              | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |
| 14. OTHER<br>Purpose: _____                          | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____               | _____       | _____             |

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an inspection is Unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

12. FINANCING: This Agreement is  is not  subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years.
  - Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
  - Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within \_\_\_\_\_ days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this subparagraph, the earnest money shall be returned to Buyer.
  - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
  - After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
  - Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
  - Buyer's ability to obtain financing is  is not  subject to the sale of another property. See addendum Yes  No .
  - Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

13. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Maria L. DiMillo of Vesta Real Estate is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

n/a of \_\_\_\_\_ is a  Seller Agent  Buyer Agent  
 Licensee Agency  Disc Dual Agent  Transaction Broker

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

14. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

15. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on 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, to the other party or their agents. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within ~~x~~ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

21. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the \_\_\_\_\_, prior to \_\_\_\_\_ and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their agent \_\_\_\_\_, at and after the closing.

22. OTHER CONDITIONS: Contingent upon Seller approving house plans within 10 days of effective date of this contract.

NO REAL ESTATE COMM. TO BE

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 Bureau of Taxation.

Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

BUYER The Vesta Corporation

01-0321610  
SS# OR TAXPAYER ID#

BUYER \_\_\_\_\_

SS# OR TAXPAYER ID# \_\_\_\_\_

Buyer's Mailing address is PO Box 1464, Portland, ME 04104

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 67 Haverty's Way, Portland, ME 04103

David H. Haverty 7/31/05  
SELLER Ballpark Drive Development, DATE

032-30-1792  
SS# OR TAXPAYER ID#

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SS# OR TAXPAYER ID# \_\_\_\_\_

Offer reviewed and refused on \_\_\_\_\_ day of \_\_\_\_\_

SELLER \_\_\_\_\_

SELLER \_\_\_\_\_

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

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

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_



Main.: Association of REALTORS®/ Rev. Jan. 2005  
All Rights Reserved. © Copyright 2005.



QUITCLAIM DEED WITH COVENANT  
(Maine Statutory Short Form)

MARY MARGARET I. HAVERTY of the City of Portland, County of Cumberland and State of Maine, *being* unmarried, whose mailing address is 67 Havertys Way, Portland, Maine 04103 (the "Grantor"), for consideration paid, grants to BALLPARK DRIVE DEVELOPMENT, LLC, a Maine limited liability company with a place of business in Portland, Maine and a mailing address of 67 Havertys Way, Portland, Maine 04103 (the "Grantee"). WITH QUITCLAIM COVENANT, a certain lot or parcel of **land** situated on the easterly side of Washington Avenue in the City of Portland, County of Cumberland and State of Maine, being more particularly described as follows:

Beginning at the most northerly corner of the parcel described herein which lies on the southwesterly line of Lester Drive Subdivision at its intersection with the northeasterly corner of land now or formerly of Edmund F. Murphy and Patricia Murphy and from whence the easterly sideline of Washington Avenue bears N 57° 55' 57" W a distance of 150.00 feet;

Thence, from said point of beginning, S 57° 55' 57" E along said Lester Drive Subdivision, 1059.68 feet;

Thence, N 31° 59' 07" E continuing along said Lester Drive Subdivision, 536.38 feet to land now or formerly of the Grace Baptist Church;

Thence, leaving said Lester Drive Subdivision line, S 59° 03' 17" E along said Grace Baptist Church land, 247.73 feet to land now or formerly Simon C. Ramsay and Rita H. Ramsay;

Thence, S 30° 56' 43" W along said Ramsay land, 113.77 feet;

Thence, S 56° 47' 07" E continuing along said Ramsay land, 75.59 feet to land now or formerly of Matthew J. Flaherty and Karen H. Flaherty;

Thence, S 47° 00' 30" W along said Flaherty land and land now or formerly of the Grantor, Mary Margaret I. Haverty, 391.69 feet;

Thence, S 17° 10' 07" E along said Haveny land and land now or formerly of Todd J. Friberg and Patricia C. Friberg, 451.67 feet to land now or formerly of Ira M. Wine and Mary-Agnes Wine;

Thence, S 62° 14' 40" W along said Wine land 100.00 feet to the southeast corner of remaining land of the Grantor, Mary Margaret I. Haverty;

Thence, N 25° 02' 09" W along said remaining Haverty land, 438.37 feet to an iron pipe or rod;

Thence, N 59° 36' 14" W continuing along said remaining Haverty land, 94.63 feet to an

iron pipe or rod;

Thence, S 30° 23' 46" W continuing along said remaining Haverty land, 167.48 feet to an iron pipe or rod;

Thence, N 59° 36' 14" W continuing along said remaining Haverty land, 88.00 feet to a monument;

Thence, N 59° 36' 14" W continuing along said remaining Haverty land, 87.50 feet to a iron pipe or rod;

Thence, S 61° 27' 13" W continuing along said remaining Haverty land, 152.35 feet to the most easterly corner of land now or formerly of Richard M. Luthe and Susan N. Luthe;

Thence along said Luthe land the following courses and distances:

N 52° 42' 38" W a distance of 285.61 feet;

N 52° 35' 27" W a distance of 109.24 feet;

N 76° 29' 06" W a distance of 223.57 feet to the corner common to land now or formerly of Christopher M. Huchanan and Tammy Huchanan and Herbert T. Ashby and Irene I. Ashby;

Thence, along said Huchanan land the following courses and distances:

N 15° 10' 54" W a distance of 20.18 feet;

N 15° 10' 54" W a distance of 60.82 feet;

N 04° 57' 54" W a distance of 14.88 feet;

S 79° 41' 10" W a distance of 150.70 feet to the easterly sideline of Washington Avenue;

Thence, N 04° 25' 25" W along said easterly sideline of Washington Avenue 130.27 feet to land now or formerly of Joanne Boswell;

Thence, along said Boswell land the following courses and distances:

N 79° 51' 57" E a distance of 150.75 feet;

N 04° 25' 25" W a distance of 54.80 feet to the southeasterly corner of land now or formerly of said Edmund F. Murphy and Patricia Murphy;

N 18° 18' 29" W along said Murphy land a distance of 78.43 feet;

Thence, N 24° 19' 35" E continuing along said Murphy land 175.00 feet to the point of



beginning.

Containing 14.09 acres, more or less.

The above boundary information is taken from a plan entitled "Standard Boundary Survey of: The Haverty Estate Property, Washington Ave. Extension, Portland, Maine" by Sebago Technics dated December 23, 1999 (revised through September 13, 2001) and recorded in said Registry of Deeds in Book 203, Page 558, and includes a parcel of land not shown on said plan conveyed to the Grantor, *Mary* Margaret I. Haverty, by Joanne Boswell by deed dated April 29, 2004 and recorded in said Registry of Deeds in Book 21190, Page 232, and excludes a portion of the land shown on said plan conveyed by the Grantor, *Mary* Margaret I. Haverty, to Edmund F. Murphy and Patricia Murphy by deed dated November 8, 2004 and recorded in said Registry of Deeds in Book 22025, Page 7.

Bearings are based on a plan of land entitled "Plan of Division of Land, The Haverty Estate Property, Ballpark Drive Subdivision" by URS Corporation, Portland, Maine, dated November 22, 2004, recorded in said Registry of Deeds in Plan Book 204, Page 855 (the "Plan")

Further reference is made to a related plan recorded with the Plan entitled "Residential Lot Subdivision Plat Ballpark Drive Subdivision" dated November 22, 2004, and recorded in said Registry of Deeds in Plan Book 204, Page 856 (the "Subdivision Plan").

The Plan and the Subdivision Plan are hereinafter collectively referred to as the "Project Plans".

The premises conveyed herein are subject to the following:

1. Rights and easements acquired by the City of Portland by virtue of a Taking dated June 3, 1963 and recorded in said Registry of Deeds in Book 2764, Page 362;
2. Real Estate Tax Agreement by and between Joanne Boswell and the Grantor, *Mary* -Margaret I. Haverty, dated **April** 29, 2004, and recorded in said Registry of Deeds in Book 21190, Page 234; and
3. General Notes, Setbacks, Stream Buffer, Easements and other matters shown on the Project Plans.

The premises conveyed herein comprise Lots 1 through 16, Lot 18 and the area encompassing Ballpark Drive as shown on the Project Plans, specifically excluding and not conveying herein Lot 17 as shown on the Project Plans, which Lot 17 is being retained by the Grantor, *Mary* Margaret I. Haverty.

Excepting and reserving to the Grantor, *Mary* -Margaret I. Haverty, her heirs and assigns, an easement in common with the Grantee, its successors and assigns, to use Ballpark Drive shown on the Project Plans for vehicular and pedestrian access to and from Lot 17 shown thereon and for the installation, maintenance, *repair* and replacement of utilities over, under and through


Ballpark Drive to serve Lot 17 including, but not limited to, power lines, sewer and water lines, telephone and other communication lines, and cable television lines. The Grantor, Mary Margaret I. Haverty, her heirs and assigns, shall repair Ballpark Drive as nearly as practical following any activity therein pursuant to the exercise of said easement, which obligation shall be enforceable by all parties having rights in and to the use of Ballpark Drive. Following the acceptance of Ballpark Drive as a public street, the use thereof by the Grantor, Mary Margaret I. Haverty, her heirs and assigns, shall be further subject to all applicable municipal ordinances and regulations with respect thereto.

Reference is made to (a) a Short Form Trustee's Deed from Mary Margaret I. Haverty, Trustee of the John E. Haverty Trust - 1990, to the Grantor, Mary Margaret I. Haverty, dated August 22, 2000 and recorded in said Registry of Deeds in Book 15682, Page 290, and (b) Warranty Deed from Joanne Boswell to the Grantor, Mary Margaret I. Haverty, dated April 29, 1004 and recorded in said Registry of Deeds in Book 21 190, Page 232, for the Grantor's source of title to the premises conveyed herein.

IN WITNESS WHEREOF, I, the said MARY MARGARET I. HAVERTY, have hereunto set my hand and seal this 8<sup>th</sup> day of December, 2004.

WITNESS:

  
\_\_\_\_\_

  
Mary Margaret I. Haverty

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss.

December 8, 2004

Then personally appeared the above named ~~Mary~~ Margaret I. Haverty and acknowledged the foregoing instrument to be her free act and deed.

Before me,

  
Notary Public/Attorney at Law

RICHARD A. SHINAY  
Print name

Received  
Recorded Register of Deeds  
Dec 08, 2004 02:36:24P  
Cumberland County  
John B O'Brien