

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

## BUILDING INSPECTION

Please Read Application And Notes, If Any, Attached

Permit Number: 060761

This is to certify that The Vesta Corp/The Vesta Corp  
has permission to Build 28' x 36' Single Family Home w/ 20' Driveway & 24' Garage  
AT 49 BALLPARK DR L 371 A042001

provided that the person or persons performing or supervising 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. FOUR NOTICE IS REQUIRED.

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

OTHER REQUIRED APPROVALS

PERMIT ISSUED

JUL 18 2006

CITY OF PORTLAND

Department Name

- Fire Dept.
- Health Dept.
- Appeal Board
- Other

*[Signature]* 7/18/06

Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

**PERMIT ISSUED**

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

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

Permit No: 06-076	Issue Date: JUL 18 2006	CBL: 371 A042001
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Location of Construction: 49 BALLPARK DR	Owner Name: The Vesta Corp	Owner Address: PO BOX 1464	Phone: 207-232-8050
Business Name:	Contractor Name: The Vesta Corp	Contractor Address: P.O. Box 1464 Portland	Phone: 2072328050

**CITY OF PORTLAND**

Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zvne: R2
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Past Use: Vacant Land	Proposed Use: Single Family Home/ Build 28' x 36' Single Family Home w/ 8' x 20' breeze way & 24' x 24' Garage	Permit Fee: \$1,716.00	Cost of Work: \$180,000.00	CEO District: 5
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FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature: <i>[Signature]</i>	INSPECTION: Use Group: R-3 Type: SB IRC 2003 Signature: <i>[Signature]</i>
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**Proposed Project Description:**  
Build 28' x 36' Single Family Home w/ 8' x 20' breeze way & 24' x 24' Garage

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: ldobson	Date Applied For: 05/22/2006	<b>Zoning Approval</b>	
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <i>NA</i> <input type="checkbox"/> Wetland <i>NV?</i> <input type="checkbox"/> Flood Zone <i>pare 2-200X</i> <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan <i>2006-05-18</i> Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> <i>OK w/ conditions</i> Date: <i>6/8/06</i> <i>TBA</i>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	<b>Historic Preservation</b> Not in District or Landmark Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions Denied <i>TBA</i> Date:
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**CERTIFICATION**

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

\_\_\_\_\_  
SIGNATURE OF APPLICANT ADDRESS DATE PHONE

\_\_\_\_\_  
RESPONSIBLE PERSON IN CHARGE OF WORK. TITLE DATE PHONE

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

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

<b>Permit No:</b> 06-0761	<b>Date Applied For:</b> 0512212006	<b>CBL:</b> 371 A042001
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<b>Location of Construction:</b> 49 BALLPARK DR	<b>Owner Name:</b> The Vesta Corp	<b>Owner Address:</b> PO BOX 1464	<b>Phone:</b> 207-232-8050
<b>Business Name:</b>	<b>Contractor Name:</b> The Vesta Corp	<b>Contractor Address:</b> P.O. Box 1464 Portland	<b>Phone</b> (207) 232-8050
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

<b>Proposed Use:</b> Single Family Home/ Build 28' x 36' Single Family Home w/ 8' x 20' breeze way & 24' x 24' Garage	<b>Proposed Project Description:</b> Build 28' x 36' Single Family Home w/ 8' x 20' breeze way & 24' x 24' Garage
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**Dept:** Zoning      **Status:** Approved with Conditions      **Reviewer:** Ann Machado      **Approval Date:** 0610812006  
**Note:** **Ok to Issue:**

- 1) Separate permits shall be required for future decks, sheds, pools, and/or garages.
- 2) This property shall be 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:** 07/18/2006  
**Note:** **Ok to Issue:**

- 1) As discussed, hardwired interconnected battery backup smoke detectors shall be installed in all bedrooms, protecting the bedrooms, and on every level.
- 2) The basement is NOT approved as habitable space.
- 3) The design load spec sheets for any engineered beam(s) must be submitted to this office.
- 4) Separate permits are required for any electrical, plumbing, or heatmg.
- 5) Permit approved based on the plans submitted and reviewed w/owner/contractor, with additional information as agreed on and as noted on plans.
- 6) 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.

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

- 1) The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.
- 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 damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a certificate of occupancy.
- 4) 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.
- 5) All Site work (final grading, landscaping, loam and seed) must be completed prior to issuance of a certificate of occupancy
- 6) EXISTING TREES ALONG REAR PROPERTY LINE SHALL BE PRESERVED TO THE EXTEND PRACTICABLE, PER SUBDIVISION APPROVAL.
- 7) EROSION CONTROL SHALL BE INSTALLED ACROSS THE FRONT OF THE PROPERTY PRIOR TO SOIL DISTURBANCE.

<b>Location of Construction:</b> 49 BALLPARK DR	<b>Owner Name:</b> The Vesta Corp	<b>Owner Address:</b> PO BOX 1464	<b>Phone:</b> 207-232-8050
<b>Business Name:</b>	<b>Contractor Name:</b> The Vesta Corp	<b>Contractor Address:</b> P.O. Box 1464 Portland	<b>Phone</b> (207) 232-8050
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b> Single Family	

**Dept:** Planning

# 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.

*Under different permit*

- Footing/Building Location Inspection; Prior to pouring concrete
- Re-Bar Schedule Inspection: Prior to pouring concrete
- Foundation Inspection: Prior to placing ANY backfill
- Framing/Rough Plumbing/Electrical: Prior to any insulating or drywalling
- Final/Certificate of Occupancy: Prior to any occupancy of the structure or use. NOTE: There is a \$75.00 fee per inspection at this point.

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection

\_\_\_\_\_ If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

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

*[Signature]*  
Signature of Applicant/Designee

7-18-06  
Date

*[Signature]*  
Signature of Inspections Official

7/18/06  
Date

CBL: 371-A-42

Building Permit #: 06-0761

Nike- 232-8050

49 Bull Park 371-A-42

#06-070 i

ONE AND TWO FAMILY	PLAN REVIEW	CHECKLIST
Soil type/Presumptive Load Value (Table R401.4.1)	Submitted Plan	Findings Revisions Date
Component		
<b>STRUCTURAL</b> Footing Dimensions/Depth (Table R403.1 & R403.1(1), (Section R403.1 & R403.1.4.1)	12" x 36" - OK	/ FOUNDATION
Foundation Drainage, Fabric, Damp proofing (Section R405 & R406)	OK	/
Ventilation/Access (Section R408.1 & R408.3) Crawls Space ONLY	N/A	/ DM
Anchor Bolts/Straps, spacing (Section R403.1.6)	1/2" - 4' OC - OK	/
Lally Column Type (Section R407)	OK - Will size LVL	/
Girder & Header Spans (Table R 502.5(2))	OK	/
Built-Up Wood Center Girder Dimension/Type	2x6 PT SILL	/
Sill/Band Joist Type & Dimensions First Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2) )	2x10's - 16" OC - OK	/
Second Floor Joist Species Dimensions and Spacing (Table R502.3.1(1) & Table R502.3.1(2) )	2x10's - 16" OC - OK	/
Attic or additional Floor Joist Species Dimensions and Spacing (Table R802.4(1) and R802.4(2))	2x8 - 16" OC ceiling joists - OK	/

<p>Pitch, Span, Spacing &amp; Dimension (Table R802.5.1(1) - R 802.5.1(8))  Roof Rafter; Framing &amp; Connections (Section R802.3 &amp; R802.3.1)</p>	<p>2x10 Rafter - 16" OC</p>
<p>Sheathing; Floor, Wall and Roof (Table R503.2.1.1(1))</p>	<p>1/2" Roof / 1/2" walls / 3/4" Floor</p>
<p>Fastener Schedule (Table R602.3(1) &amp; (2))</p>	<p>Per IRC</p>
<p><b>Private Garage</b>  (Section R309)  Living Space? <i>Yes</i>  (Above or beside)</p>	
<p>Fire separation (Section R309.2) - <i>Need 5/8" on <del>ceiling</del> walls</i></p>	<p><i>OK</i></p>
<p>Opening Protection (Section R309.1) <i>OK - Shows fire door</i></p>	<p><i>OK</i></p>
<p>Emergency Escape and Rescue Openings (Section R310)</p>	<p><i>Not shown - OK</i></p>
<p>Roof Covering (Chapter 9)</p>	<p><i>Asphalt</i></p>
<p>Safety Glazing (Section R308)</p>	<p><del>Labelled</del> - <i>Labelled</i></p>
<p>Attic Access (Section R807)</p>	<p><i>30" x 36" shown</i></p>
<p>Chimney Clearances/Fire Blocking (Chap. 10)</p>	<p><i>Not shown - OK</i></p>
<p>Header Schedule (Section 502.5(1) &amp; (2))</p>	<p><i>OK - noted on plans</i></p>
<p>Energy Efficiency (N1101.2.1) R-Factors of Walls, Floors, Ceilings, Building Envelope, U-Factor Fenestration</p>	<p><i>wall - R-15 OK</i>  <i>Roof - R-38 OK</i></p>

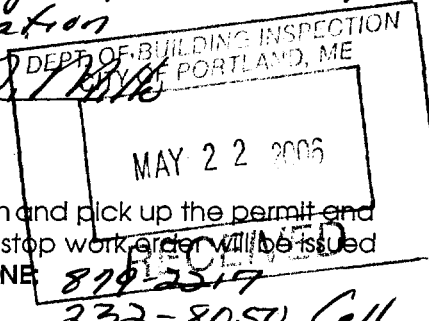
*Need floor U-value of = 0.30  
valve - R-19  
windows = 0.30*

Type of Heating System		
<b>Means of Egress</b> (Sec R311 & R312) Basement 2		
Number of Stairways 2		
Interior 2		
Exterior 0		
Treads and Risers (Section R311.5.3)	10" T Min } Shows - OK 7 3/4" R - Max }	
Width (Section R311.5.1)	OK - Shows - 36" + finished	
Headroom (Section R311.5.2)	Shows - 6'-8" - OK	OK
Guardrails and Handrails (Section R312 & R311.5.6 - R311.5.6.3)	Notes submitted - OK	Need guard on screen porch for over 30"
Smoke Detectors (Section R313) Location and type/Interconnect@	Need condition of location - OK	OK
Draftstopping (Section R502.12) and Fireblocking (Section R602.8)	D/A	
Dwelling Unit Separation (Section R317) and IBC - 2003 (Section 1207)		
Deck Construction (Section R502.2.1)	OK	



# All Purpose Building Permit Application

If you or the properly 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>49 Ballpark Drive</u>		
<u>LivingSpace 2720 SF</u>		<u>10,111 SF</u>
Tax Assessor's Chart, Block & Lot Chart#      Block#      Lot# <u>371-A-42</u>	Owner: <u>The Vesta Corp.</u> <u>(see pas)</u>	Telephone: <u>879-2217</u>
Lessee/Buyer's Name (If Applicable) <u>the Vesta Corporation</u>	Applicant name, address & telephone: <u>879-2217</u> <u>the Vesta Corporation</u> <u>P.O. Box 1464 Portland ME</u>	cost Of Work: <u>\$180,000</u> Fee: \$
Current use: <u>land</u>	<u>24104</u>	<u>16 41' Build</u> <u>300 Site</u> <u>75 COFO</u>
If the location is currently vacant, what was prior use: <u>land</u>		
Approximately how long has it been vacant: <u>always</u>		
Proposed use: <u>Single family Residence</u>		<u>2016</u> <u>28' x 36' Home</u> <u>8' x 20' Breez</u> <u>24' x 24' Cor</u>
Project description: <u>Construction of single family w/ att. 2 car garage</u>		
Contractor's name, address & telephone: <u>the Vesta Corporation</u> <u>P.O. Box 1464 Portland, ME 04104</u>	Who should we contact when the permit is ready: <u>Mike D. [unclear]</u>	
Mailing address: <u>P.O. Box 1464</u> <u>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. PHONE <u>879-2217</u> <u>232-8050 Cell</u>		

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>5-22-06</u>
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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

Applicant: The Vesta Corporation

Date: 6/7/02

Address: 49 Ballpark Drive (Lot 12)

C-B-L: 371-A-042

permit# - 06-0761

CHECK-LIST AGAINST ZONING ORDINANCE

Date - ne

Zone Location - R2

In erio or corner lot -

Proposed Use/Work - build new 2 story single family w/ 24x24 attached garage.

Sewage Disposal - city

Lot Street Frontage - 50' min. 107' given

Front Yard - 25' min. - 25.5' to front entry - scaled

Rear Yard - 25' min. - 25.5' to back - scaled

Side Yard - 1 1/2 stories 12' min. - 18.5' to garage - scaled  
2 14' min.

Projections - 12' x 14' deck, 5x8 entry way - 20' to left side of house - scaled

Width of Lot - 80' min. - 107' scaled

Height - 35' max. - 24.25' scaled

Lot Area - 10,000 sq ft min. - 10,111 sq ft given

Lot Coverage Impervious Surface - 20% = 2022.2 sq ft

24x24 = 576

28x32 = 908

8x24 = 192

12x14 = 168

5x8 = 40

Area per Family - 10,000 sq ft

Off-street Parking - 2 spaces required - 2 car garage.

Loading Bays - N/A

OK

1984

Site Plan - minor minor 2006-0088

Shoreland Zoning/Stream Protection - N/A

Flood Plains - panel 2 - zone x

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

**2006-0098** \_\_\_\_\_  
Application I. D. Number

**5/22/2006** \_\_\_\_\_  
Application Date

**The Vesta Corp.** \_\_\_\_\_  
Applicant  
**P.O. Box 1464, Portland, ME 04104** \_\_\_\_\_  
Applicant's Mailing Address

**Marge Schmuckal**

**Single Family Home Lot #12** \_\_\_\_\_  
Project Name/Description

**Michael DiMillo** \_\_\_\_\_  
Consultant/Agent  
**Applicant Ph: (207) 879-2217      Agent Fax:** \_\_\_\_\_  
Applicant or Agent Daytime Telephone, Fax

**49 - 49 Ballpark Dr , Portland, Maine** \_\_\_\_\_  
Address of Proposed Site  
**371 A042001** \_\_\_\_\_  
Assessor's Reference: Chart-Block-Lot

Proposed Development (check all that apply):  New Building     Building Addition     Change Of Use     Residential     Office     Retail  
 Manufacturing     Warehouse/Distribution     Parking Lot     Other (specify) \_\_\_\_\_

Proposed Building square Feet or # of Units \_\_\_\_\_      Acreage of Site \_\_\_\_\_      Zoning \_\_\_\_\_

**Check Review Required:**

- |  |  |  |  |
|--|--|--|--|
| <input type="checkbox"/> Site Plan (major/minor)         | <input type="checkbox"/> Subdivision # of lots _____ | <input type="checkbox"/> PAD Review            | <input type="checkbox"/> 14-403 Streets Review   |
| <input type="checkbox"/> Flood Hazard                    | <input type="checkbox"/> Shoreland                   | <input type="checkbox"/> Historic Preservation | <input type="checkbox"/> DEP Local Certification |
| <input type="checkbox"/> Zoning Conditional Use (ZBA/PB) | <input type="checkbox"/> Zoning Variance             | <input type="checkbox"/> Other _____           |  |

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

**Zoning Approval Status:**

Reviewer \_\_\_\_\_

- Approved**                       **Approved w/Conditions See Attached**                       **Denied**

Approval Date \_\_\_\_\_      Approval Expiration \_\_\_\_\_      Extension to \_\_\_\_\_       Additional Sheets Attached

Condition Compliance \_\_\_\_\_  
signature \_\_\_\_\_      date \_\_\_\_\_

**Performance Guarantee**                       **Required'**                       **Not Required**

\* No building permit may be issued until a performance guarantee has been submitted as indicated below

- |   |                |  |                 |
|---|----------------|--|-----------------|
| <input type="checkbox"/> Performance Guarantee Accepted     | _____          | _____  | _____           |
|   | date           | amount   | expiration date |
| <input type="checkbox"/> Inspection Fee Paid                | _____          | _____  |                 |
|   | date           | amount   |                 |
| <input checked="" type="checkbox"/> Building Permit Issue   | _____          |  |                 |
|   | date           |  |                 |
| <input type="checkbox"/> Performance Guarantee Reduced      | _____          | _____  | _____           |
|   | date           | remaining balance                                  | signature       |
| <input type="checkbox"/> Temporary Certificate of Occupancy | _____          | <input type="checkbox"/> Conditions (See Attached) | _____           |
|   | date           |  | expiration date |
| <input type="checkbox"/> Final Inspection                   | _____          | _____  |                 |
|   | date           | signature  |                 |
| <input type="checkbox"/> Certificate Of Occupancy           | _____          |  |                 |
|   | date           |  |                 |
| <input type="checkbox"/> Performance Guarantee Released     | _____          | _____  |                 |
|   | date           | signature  |                 |
| <input type="checkbox"/> Defect Guarantee Submitted         | _____          | _____  | _____           |
|   | submitted date | amount   | expiration date |
| <input type="checkbox"/> Defect Guarantee Released          | _____          | _____  |                 |
|   | date           | signature  |                 |

**From:** Jay Reynolds  
**To:** Single Family Signoff  
**Date:** 6/6/2006 9:07:15 AM  
**Subject:** 49 Ballpark Drive

CBL 371A042,  
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](mailto:jayjr@portlandmaine.gov)

WARRANTY DEED  
(Maine Statutory Short form)

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 "Grantor"), for consideration paid, grants to DOUGLAS B. CANDAGB and STEPHEN HUTCHINS of South Windham, Maine, whose mailing address is P.O. Box 142, South Windham, Maine 04062 (the "Grantees"), with WARRANTY COVENANTS, as tenants in common and not as joint tenants, a certain lot or parcel of land situated in the City of Portland, County of Cumberland and State of Maine, more particularly described as follows:

Lot 12 shown on a plan entitled "Plan of Division of Land, The Haverty Estate Property, Ballpark Drive Subdivision" by URS Corporation, Portland, Maine, dated November 22, 2004, recorded in the Cumberland County Registry of Deeds in Plan Book 204, Page 855 (the "Plan"), and on 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 being hereinafter collectively referred to as the "Project Plans").

Excepting and reserving to the Grantor the fee interest in Ballpark Drive shown on the Project Plans, which the Grantor intends to convey to the City of Portland as a public street following the City's acceptance thereof, but hereby conveying an easement in common with the Grantor, its successors and assigns, and other owners of lots in Ballpark Drive Subdivision, to use Ballpark Drive shown on the Project Plans for vehicular and pedestrian access to and from the above-described premises and for the installation, maintenance, repair and replacement of utilities over, under and through Ballpark Drive to serve the above-described premises including, but not limited to, power lines, sewer and water lines, telephone and other communication lines, and cable television lines. The Grantees, their 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 Grantees, their heirs and assigns, shall be further subject to all applicable municipal ordinances and regulations with respect thereto.

The above-described premises are conveyed subject to the following to the extent they affect the premises or other interests relating thereto and referred to herein:

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. Rights and easements excepted and reserved in a deed from Mary Margaret I. Haverty to the Grantor dated December 8, 2004 and recorded in said Registry of Deeds in Book 22 100, Page 73;

WE REQUEST THE PAID

3. General Notes, Setbacks, 75' **Stream** Buffer, Easements and other matters set forth, shown on, or referred to on the Project Plans, particular reference being made to (a) the restrictions **and** limitations set forth or referred to on said Project Plans regarding activities within the 75' **Stream** Buffer along the southern edge of the intermittent brook running through Lots 1 through **9**, and (b) General Note 12 on the Subdivision Plan **that** reads **as** follows:

No public service (Le., snow plowing, trash removal, lighting) will be provided unless and until the proposed **street** is accepted by the City Council. The Developer shall provide a performance guarantee for a time period of **up** to two years to **the** City which shall include the cost of curbside trash removal, snow plowing, street maintenance, and lighting. The **City** will not release the performance guarantee unless **the** road is accepted by the City Council. In the interim, the developer shall be responsible for snow plowing, street maintenance, lighting and curbside trash removal.

4. Easement Deed from Mary Margaret I. Haverty to the Portland Water District dated January 10,2005 and recorded in said Registry of Deeds in **Book** 22228, Page 90;

5. Easement Deed for drainage and culvert easements from the Grantor to the City of Portland dated January 13,2005 and recorded in said Registry of Deeds in Book 22268, Page 53;

6. Easement Deed for **sewer** line easement from the Grantor to the City of Portland dated **January** 13,2005 and recorded in said Registry of Deeds in Book 22268, Page 57;

7. Declaration of Covenants **and** Restrictions **by** the Grantor regarding Lots 1 through 16 in Ballpark Drive Subdivision dated January 27,2005 and recorded in said Registry of Deeds in **Book** 22278, Page 204, **as** amended by Amendment to Declaration of Covenants and Restrictions dated March 2,2005 and recorded in said **Registry** of Deeds in Book 22380, Page 177;

8. Trail Easement over Lot 18 in Ballpark Drive Subdivision from the Grantor to Portland Trails dated **January** 24,2005 **and** recorded in said Registry of Deeds in **Book** 22284, Page 63; and

9. Standard Easement Deed from the Grantor to Central Maine Power Company and Verizon New England, Inc. dated December 27,2004 and recorded in said Registry of Deeds in **Book** **22384**, Page 105.

The above-described premises are **further** conveyed together with the benefit of a Declaration of Covenants **and** Restrictions **by** the Grantor regarding Lot 18 in Ballpark Drive Subdivision dated **January** 13,2005 and recorded in said Registry of Deeds in **Book** **22268**, Page 59.

Reference is made to said deed from **Mary** Margaret I. Haverty to the Grantor dated December 8,2004 and recorded in said Registry of Deeds in Book 22100, Page 73, for the Grantor's source of title to the abovedescribed premises conveyed herein.

IN WITNESS WHEREOF, BALLPARK DRIVE DEVELOPMENT, LLC has caused this instrument to be executed by Mary Margaret I. Haverty, its Chief Executive Officer and Manager, thereunto duly authorized, as of the 13 day of April, 2005.

WITNESS:

BALLPARK DRIVE DEVELOPMENT,  
LLC

By: Mary Margaret I. Haverty  
Mary Margaret I. Haverty, its Chief  
Executive Officer and Manager

STATE OF M E  
COUNTY OF CUMBERLAND, ss.

April 13, 2005

Then personally **appeared** the above-named Mary Margaret I. Haverty, Chief Executive Officer **and** Manager of Ballpark Drive Development, LLC, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of **said** limited liability company.

Before me,

Betty T. Willis  
Attorney at Law/Notary Public

BETTY T. WILLIS  
Notary Public, Maine  
Print name My Commission Expires September 13, 2008

Received  
Recorded Register of Deeds  
Apr 13, 2005 02:06:05P  
Cumberland County  
John B O'Brien

PURCHASE AND SALE AGREEMENT - LAND ONLY

May 2 2006

5/12/06 Effective Date is defined in Paragraph 30 of this Agreement.

1. PARTIES: This Agreement is made between The Vasta Corporation (hereinafter called "Buyer") and Douglas Candage & Stephen Hutchinson (hereinafter called "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 Lot 12, 49 Ballpark Dr and described in deed(s) recorded in said County's Registry of Deeds Book(s) 22-221, Page(s) 292

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 150,000 - of which DEPOSIT \$ 1,000 - 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 \$ 149,000 -

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

4. EARNEST MONEY/ACCEPTANCE: Seller (Agency) shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 5/12/06 (date) 11:00 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 5/12/06 (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) None. 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.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issues or concerns. 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 makes no warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<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: _____	<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: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER 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.

*[Handwritten initials and signatures]*

12. FINANCING: This Agreement is  is not  subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of this 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 terms of the Buyer's loan application to Seller or Seller's agent.
- e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- g. Buyer's ability to obtain financing is  is not  subject to the sale of another property. See addendum Yes  No
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

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

Licenses of \_\_\_\_\_ Agency is a  Seller Agent  Buyer Agent  
 Disc Dual Agent  Transaction Broker

Licenses of \_\_\_\_\_ Agency is a  Seller Agent  Buyer Agent  
 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 \_\_\_\_\_ 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 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:

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 Michael A. D. White, President 01-0321410  
SSN OR TAXPAYER ID#

BUYER \_\_\_\_\_  
SSN OR TAXPAYER ID#

Buyer's Mailing address is P.O. Box 1444, 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 81 Old Birch, Portland, ME 04103

✓ [Signature] 5/4/04 005-70-1649  
SELLER DATE SSN OR TAXPAYER ID#

✓ [Signature] 5/2/04 006-70-1376  
SELLER DATE SSN 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 \_\_\_\_\_

