

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

PERMIT ISSUED

CITY OF PORTLAND

Permit No: 02-0001	Issue Date: JAN 18 2002	CBL: 386A B033001
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Location of Construction: 697 Auburn St	Owner Name: Neptune Properties	Owner Address: 120 Exchange St	Phone: 749-1223
Business Name: n/a	Contractor Name: Nedwell Builders 749-1223	Contractor Address: 3 South Street Cape Elizabeth	Phone: 2077491223
Lessee/Buyer's Name: n/a	Phone: n/a	Permit Type: Single Family	Zone: R-2

Past Use: Vacant Lot	Proposed Use: New 26' x 58' Single Family with attached 2 car garage.	Permit Fee: 924 1500	Cost of Work: 150,000 150,000	CEO District: 2
Proposed Project Description: Build 26' x 58' Single Family w/ attached garage.		FIRE DEPT: <input type="checkbox"/> Approved <input checked="" type="checkbox"/> Denied N/A		INSPECTION: Use Group: R-3 Type: SB BOCA 1999
		Signature: _____		Signature: T. Munson

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

Permit Taken By: gg	Date Applied For: 12/27/2001	Zoning Approval
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<ol style="list-style-type: none"> This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules. Building permits do not include plumbing, septic or electrical work. 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.. 	<p style="text-align: center;">Special Zone or Reviews</p> <input type="checkbox"/> Shoreland N/A <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone Panel Z Zone X <input type="checkbox"/> Subdivision <input checked="" type="checkbox"/> Site Plan # 2002-0001 Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/> Date: 1/14/02	<p style="text-align: center;">Zoning Appeal</p> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use N/A <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date: 1/14/02	<p style="text-align: center;">Historic Preservation</p> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied 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

020001

2002 2001


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.

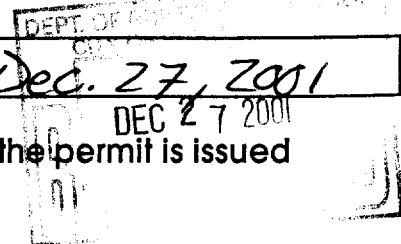
Location/Address of Construction: <u>097 Auburn Pines lot 33</u>		
Total Square Footage of Proposed Structure <u>2,300</u>	Square Footage of Lot	
Tax Assessor's Chart, Block & Lot Chart# <u>300A</u> Block# <u>B</u> Lot# <u>33</u>	Owner: <u>Nptune Poparis</u>	Telephone: <u>749-1223</u>
Lessee/Buyer's Name (if Applicant): <u>N/A</u>	Applicant name, address & telephone: <u>Nedwell Builders 3 South St. Cape Elizabeth ME</u>	Cost Of Work: \$ <u>150,000</u> Fee: \$ <u>924-</u>
Current use: <u>Bulldable Lot</u> Site <u>300.</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>Single Family</u>		
Project description: <u>Construct New 26x58 Single Family w/ Attached 2 Car Garage</u>		
Contractor's name, address & telephone: <u>Philly Nedwell 767-0887</u>		
Who should we contact when the permit is ready: <u>749-1223</u>		
Mailing address: <u>3 South St Cape Elizabeth ME 04107</u> Phone: <u>749-1223</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: 	Date: <u>Dec. 27, 2001</u>
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This is not a permit, you may not commence ANY work until the permit is issued



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:

RM **Pre-construction Meeting:** Must be scheduled with your inspection team upon receipt of this permit. Jay Reynolds, Development Review Coordinator at 874-8632 must also be contacted at this time, before any site work begins on any project other than single family additions or alterations.

RM **Footing/Building Location Inspection:** Prior to pouring concrete

RM **Re-Bar Schedule Inspection:** Prior to pouring concrete

RM **Foundation Inspection:** Prior to placing ANY backfill

RM **Framing/Rough Plumbing/Electrical:** Prior to any insulating or drywalling

RM **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

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

RM **CERTIFICATE OF OCCUPANCIES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED**

Don Needwell
Signature of applicant/designee

1/18/02
Date

[Signature]
Signature of Inspections Official

1/18/02
Date

CBL: 386A-B-33 Building Permit #: 02-0001

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

2002-0001
Application I. D. Number

12/27/2001
Application Date

Auburn Pines Lot # 33
Project Name/Description

Neptune Properties
Applicant
120 Exchange St, Portland, ME 04101
Applicant's Mailing Address
n/a
Consultant/Agent
Applicant Ph: (207) 749-1223 Agent Fax:
Applicant or Agent Daytime Telephone, Fax

697 - 697 Auburn St, Portland, Maine
Address of Proposed Site
386A B033001
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) _____

2300 sq. ft.
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

- | | | | |
|---|--|--|--|
| <input checked="" 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 Plan **\$50.00** Subdivision _____ Engineer Review **\$250.00** Date **12/27/2001**

DRC Approval Status:

Approved **See Attached** Denied

Approval Expiration **01/18/2003** Extension to _____ Additional Sheets Attached
 Condition Compliance **Jay Reynolds** **01/18/2002**
signature date

Performance Guarantee Required* Not Required

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

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

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

2002-0001

Application I. D. Number

12/27/2001

Application Date

Auburn Pines Lot # 33

Project Name/Description

Neptune Properties

Applicant

120 Exchange St, Portland, ME 04101

Applicant's Mailing Address

n/a

Consultant/Agent

Applicant Ph: (207) 749-1223 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

697 - 697 Auburn St, Portland, Maine

Address of Proposed Site

386A B033001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 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.
- 2 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.
- 3 Your new street address is now 697 AUBURN STREET, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 4 The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.
- 5 A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8828. 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.
- 6 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 7 The site contractor shall establish finish grades at the foundation, bulkhead and basement windows to be in conformance with the first floor elevation (FFE) and sill elevation (SE) set by the building contractor to provide for positive drainage away from entire footprint of building.
- 8 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

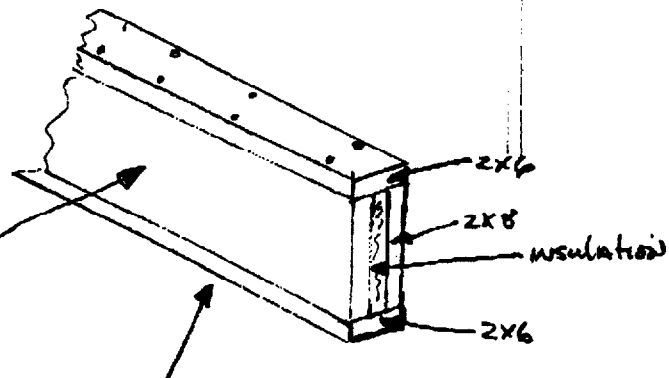
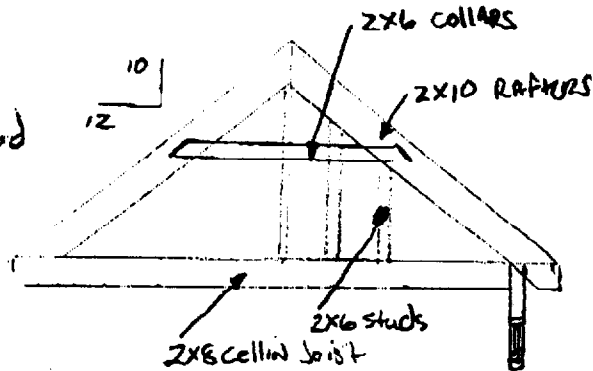
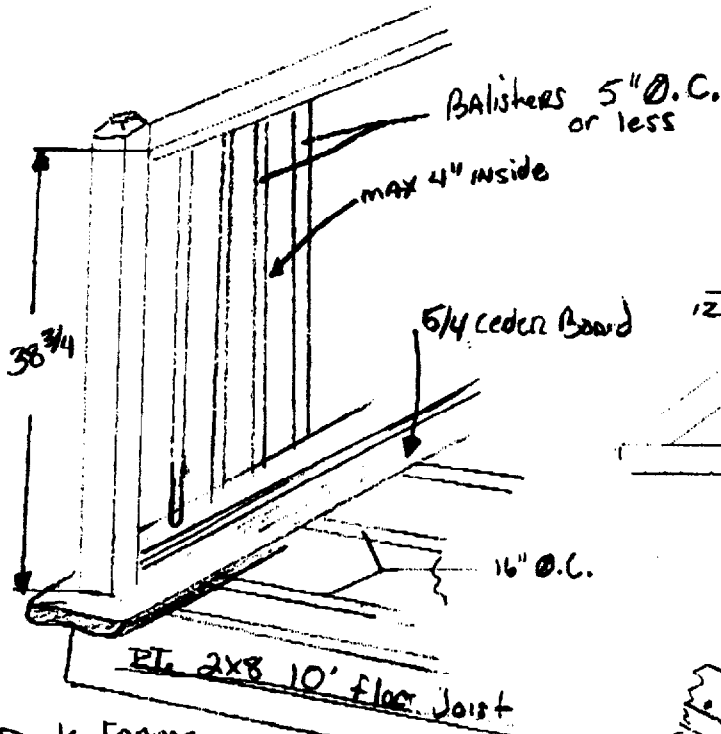
Approval Conditions of Zoning

- 1 This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.
- 2 This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.
- 3 Separate permits shall be required for future decks, sheds, pools, and/or garages.

697 Auburn St. Detail on Material

Lot 33

Back deck



Deck Frame

Rail Height 38 3/4
or to code height

Rails 1 5/8 x 3 1/2 on Edge

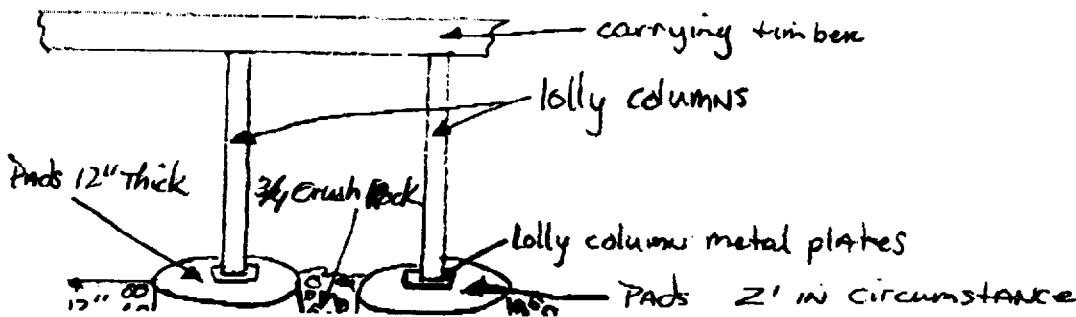
Post 4x4 PT

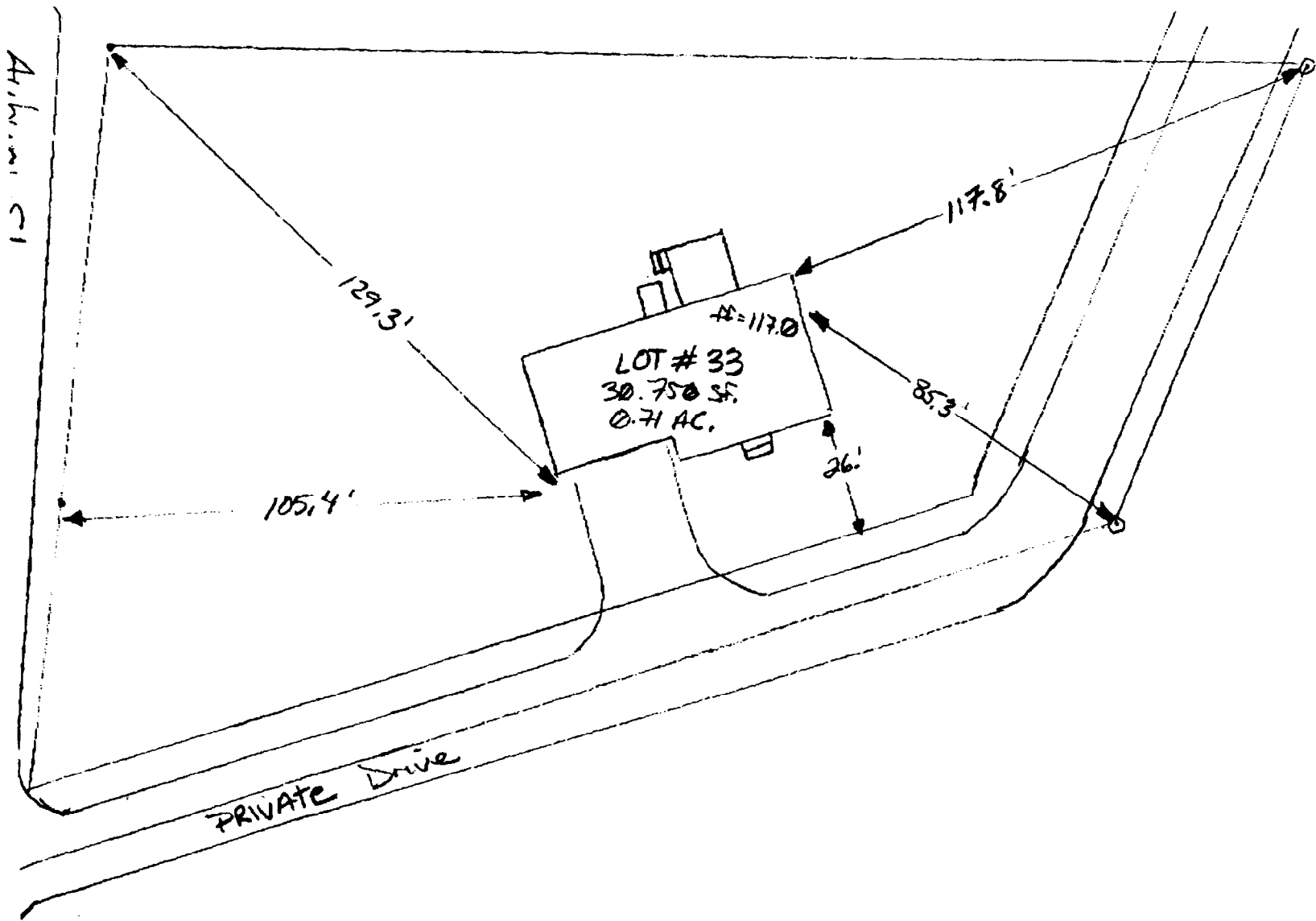
Floor Joist 2x8 w/rangers

Window Header Based

All window headers under 42"

All headers over 42 are 2x10 or greater
Packed solid





697 Auburn St. Revised site PLAN Lot 33

Shows true shape of House site

Application ID Number: 2-0001

Department: Zoning

Status: Approved with Conditions

Reviewer: Marge Schmuckal

Comments: 697 Auburn St

Approved Date: 01/04/2002

Given On Date: 01/02/2002

OK to Issue Permit

Name: Marge Schmuckal

Date: 01/04/2002

Date 2:

Conditions Section:

This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

This property shall remain a single family dwelling. Any change of use shall require a separate permit application for review and approval.

Separate permits shall be required for future decks, sheds, pools, and/or garages.

Create Date: 01/02/2002 By gg

Update Date: 01/04/2002 By mes

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

2002-0001
Application I. D. Number
12/27/2001
Application Date
Auburn Pines Lot # 33
Project Name/Description

Neptune Properties
Applicant
120 Exchange St, Portland, ME 04101
Applicant's Mailing Address
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Consultant/Agent
Applicant Ph: (207) 749-1223 Agent Fax:
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697 - 697 Auburn St, Portland, Maine
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 Manufacturing Warehouse/Distribution Parking Lot Other (specify) _____

2300 sq. ft.
Proposed Building square Feet or # of Units Acreage of Site Zoning

Check Review Required:

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

Fees Paid: Site Plan \$50.00 Subdivision _____ Engineer Review \$250.00 Date: 12/27/2001

Zoning Approval Status:

- Approved Approved w/Conditions See Attached Denied

Reviewer Marge Schmuckal

Approval Date 01/04/2002 Approval Expiration 01/04/2003 Extension to _____ Additional Sheets Attached

Condition Compliance Marge Schmuckal 01/04/2002
signature date

Performance Guarantee Required* Not Required

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

<input type="checkbox"/> Performance Guarantee Accepted	_____	_____	_____
	date	amount	expiration date
<input type="checkbox"/> Inspection Fee Paid	_____	_____	
	date	amount	
<input type="checkbox"/> Building Permit Issued	_____		
	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

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

2002-0001

Application I. D. Number

12/27/2001

Application Date

Auburn Pines Lot # 33

Project Name/Description

Neptune Properties

Applicant

120 Exchange St, Portland, ME 04101

Applicant's Mailing Address

n/a

Consultant/Agent

Applicant Ph: (207) 749-1223 Agent Fax:

Applicant or Agent Daytime Telephone, Fax

697 - 697 Auburn St, Portland, Maine

Address of Proposed Site

386A B033001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of Zoning

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-

Applicant: Nedwell Bldg

Date: 1/4/02

Address: 697 Auburn St

C-B-L: 306A-B-033

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

permt # 02-0001

Zone Location - R-2

Interior of corner lot -

Proposed Use/Work - construct 26' x 58 single family with attached 2 car garage SE

Sevage Disposal - City

Lot Street Frontage - 50' req - $\begin{matrix} 74.73 \\ 94.50 \\ \hline 169.23 \end{matrix}$ show

Front Yard - 25' req - 100' show

Rear Yard - 25' req - 88' show

Side Yard - 16' req - 40' show

Projections - ~~front~~ deck 12' x 2' - side bulkhead - rear chimney

Width of Lot - 80' req - 114' scaled

Height - 35' MAXIMUM - 26.5' scaled

Lot Area - 10,000^{sq} min 30,750^{sq} show

Lot Coverage/ Impervious Surface - 20% MAX - 6150^{sq} MAX

Area per Family - 10,000^{sq}

Off-street Parking - 2 req - 2 shown in garage

Loading Bays - N/A

Site Plan - minor/mod R # 2002-0001

Shoreland Zoning/ Stream Protection -

Flood Plains - Panel Z Zone X

$26' \times 58' = 1508'$

$12 \times 12 = 144$

$0/4 \times 6 = 24$

$\frac{1508 + 144 + 24}{1} = 1676'$

Book 16482
Page 181

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT NEPTUNE PROPERTIES, LLC, a Maine Limited Liability Company, of 120 Exchange St., Portland, Maine 04101, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by N.O.M. LLC, a Maine Limited Liability Company, whose mailing address is 14 Anchorage Place, South Portland, Maine 04106 the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said N.O.M. LLC, its successors and assigns, certain property situated in the City of Portland, County of Cumberland and State of Maine, described as follows:

Lot No. 33 as depicted on the Auburn Pine Subdivision Plan recorded in the Cumberland County Registry of Deeds in Plan 199, Page 393.

The property described herein is conveyed subject to the general notes and Conditions set forth on said plan together with the Declaration of Restrictions and Covenants for Auburn Pines as set forth in an instrument dated August 16, 1999 and recorded in the Cumberland County Registry of Deeds in Book 14981, Page 172. Also conveying an easement for access and installation and maintenance of utilities over and within the streets and ways shown on said Plan.

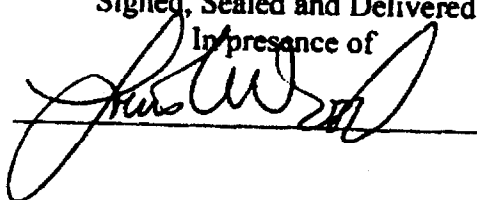
Being a portion of the premises conveyed to the Grantor herein by Deed of Provost, Inc., dated June 9, 1999, and recorded in the Cumberland County Registry of Deeds, Book 14817, Page 100.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said N.O.M. LLC, its successors and assigns, to its and their use and behoof forever.

AND I do covenant with the said Grantees, its successors and assigns, that NEPTUNE PROPERTIES, LLC, is lawfully seized in fee of the premises, that it is free of all encumbrances and that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that NEPTUNE PROPERTIES, LLC, shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, NEPTUNE PROPERTIES, LLC, has hereunto set its hand and seal, by Michael Scarks, its President duly authorized, this 27th day of the month of June, 2001.

Signed, Sealed and Delivered
In presence of



NEPTUNE PROPERTIES, LLC


Michael Scarks, President



STATE OF MAINE
CUMBERLAND, SS.

June 27, 2001.

Then personally appeared the above-named Michael Scarks, President of Neptune Properties, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Neptune Properties, LLC.

Before me,

Patricia A. Conant
Notary Public/ ~~Attorney at Law~~

PATRICIA A. CONANT
Notary Public, Maine
My Commission Expires April 9, 2005

PURCHASE AND SALE AGREEMENT
LAND ONLY

December 13, 2001

Effective Date
The use of days in this agreement refers to calendar days from the effective date

1. PARTIES: This Agreement is made this 13th day of December, 2001, between Nedwell Builders or assigns (hereinafter called "Buyer") of 1 South Street, Cape Elizabeth and N.O.M. LLC, Inc. (hereinafter called "Seller") of South Portland, ME 04106

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following described real estate: Lot 33 Auburn Pines Subdivision map 386A Block B Lot 33-001

situated in municipality of Portland County of Cumberland State of Maine located at Lot 33 Auburn Pines, 697 Auburn Street, Portland. Being (all [X] part of []) the property at the above address owned by N.O.M. LLC, Inc. (hereinafter called "Seller") and described in deed recorded at said County's Registry of Deeds Book 16482, Page 181.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 59,900.00 of which DEPOSIT \$ 500.00 is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ will be paid by . The balance due amount of BALANCE DUE \$ 59,400.00 is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: DeWolfe shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 13, 2001 (date) 9 AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

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 See # 22 (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 proposed use of the property which is residential lot

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, real estate taxes (based on municipality's fiscal year), association fees, road maintenance agreement (other). Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.

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

Rev. 2000 Page 1 of 4 Buyer's Initials [Signature] Seller's Initials [Signature]

This form is licensed for use with Formulator® Forms Software v3.0 800-336-1027

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
2. SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
3. LOCAL PERMITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
4. HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
5. SUB-DIVISION APPROVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
6. DEP/LURC APPROVALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
7. ZONING VARIANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
8. OTHER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					

Further specifications regarding any of the above:
n/a

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 the 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 subject to Buyer obtaining an approved paying cash mortgage of 0% of the purchase price, at an interest rate not to exceed 0% and amortized over a period of 0 years.
~~Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement.~~

Page 2 of 4 Buyer's Initials [Signature] Seller's Initials [Signature]

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- ~~b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within _____ days of the Effective Date of the Agreement.~~
- ~~c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.~~
- ~~d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.~~
- ~~e. Buyer agrees to pay no more than _____ points. Seller agrees to pay \$ _____ toward points and/or Buyer's closing costs.~~

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

The Kevin Cloutier of DeWolfe represents Buyer
 Listing Agent Agency

The Kevin Cloutier of DeWolfe represents Seller
 Selling Agent Agency

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: 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 of the American Arbitration Association. 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.

15. DEFAULT: In the event of default by the Buyer, Seller shall retain the earnest money as liquidated damages as sole remedy. 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. The escrow agent may require written releases from both Buyer and Seller 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: Covenants, Restrictions & Declarations of Auburn Pines Subdivision No

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on page 1 of this Agreement.

21. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Buyer and Seller authorize their agents to receive a copy of the entire closing statement.

22. OTHER CONDITIONS:
The Buyer shall pay the balance due on the above referenced lot by May 1, 2002 or when the Buyer closes on the resale of the lot and any improvements made upon it, which ever comes first.

A copy of this Agreement is to be received by Buyer and Seller 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 *[Signature]*
Wendy Builders, Owner

SS# OR TAXPAYER ID# _____

BUYER _____

SS# OR TAXPAYER ID# _____

Buyer's Mailing address is 3 South Street, Cape Elizabeth, ME

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. If the earnest money is forfeited by Buyer, it shall be distributed as follows: _____

Signed this 13th day of December, 2001

SELLER *[Signature]*
Kevin Cloutier, Partner

01-0544385
SS# OR TAXPAYER ID# _____

SELLER _____

SS# OR TAXPAYER ID# _____

Seller's Mailing address is 19 Vista Dr. South Portland, Maine 04106

Offer reviewed and refused on _____

SELLER _____

SELLER _____

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE

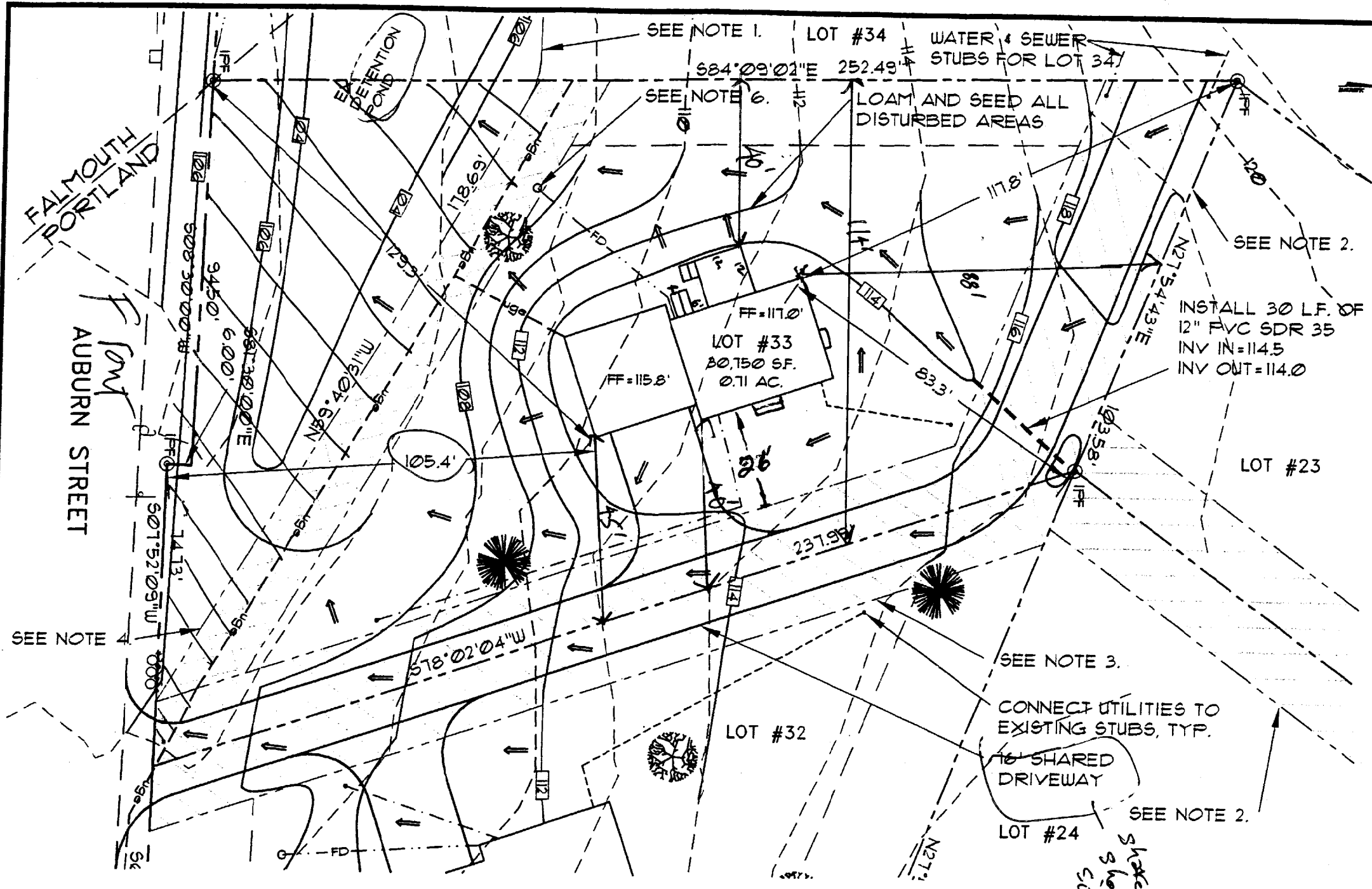
BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____





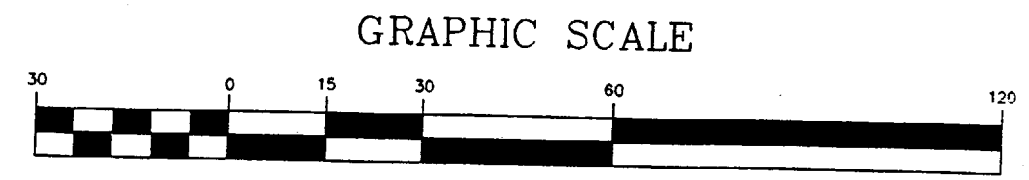
OWNER:

BUILDER: A.E. BROWN COMPANY, INC.
 14 ANCHORAGE PLACE
 SOUTH PORTLAND, MAINE 04106

ENGINEER: PINKHAM & GREER CONSULTING ENGINEERS
 FALMOUTH, MAINE

TOPOGRAPHY & BOUNDARY: TITCOMB ASSOCIATES
 133 GRAY ROAD
 FALMOUTH, MAINE

- GENERAL NOTES:**
1. PRIVATE DRAINAGE EASEMENT FOR LOTS 33 & 34. IN THE EVENT THE HOMEOWNERS FAIL TO MAINTAIN THE DRAINAGE SYSTEM, THE CITY OF PORTLAND MAY, AT ITS OPTION, MAINTAIN THE SYSTEM AND CHARGE THE HOMEOWNERS ANY ASSOCIATED COSTS.
 2. 30' UTILITY EASEMENT FOR WATER & SEWER SERVICE, AND DRIVEWAY EASEMENT TO LOT 34 OVER LOTS 32 & 33.
 3. 30' SHARED DRIVEWAY EASEMENT FOR LOTS 32, 33 & 34 OVER LOTS 32 & 33.
 4. 15' UTILITY EASEMENT FOR LOT 34 OVER LOT 33 FOR ELECTRIC UTILITIES.
 5. 30' UTILITY EASEMENT FOR WATER AND SEWER SERVICE TO LOTS 32, 33 & 34 OVER LOTS 23 & 24.
 6. MINIMUM OUTLET ELEVATION OF THE FOUNDATION DRAIN IS 106.0.



LEGEND	
EXISTING	PROPOSED
- - - - -	LOT LINES
-----	BUILDING SETBACK
- . - . -	EDGE OF PAVEMENT
- - - - -	CONTOURS
- - - - -	BUILDING
- - - - -	STORM DRAIN
○	UNDERGROUND ELECTRIC LINE
⊙	FOUNDATION DRAIN
☉	SEWER HOUSE SERVICE
☉	WATER HOUSE SERVICE
☉	SURFACE DRAINAGE
⊕	
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☉	

STATE OF MAINE

MARK R. BERGERON

9424

REGISTERED PROFESSIONAL ENGINEER

Mark R. Bergeron

8.9.01

PINKHAM & GREER

CONSULTING ENGINEERS, INC.
 FALMOUTH, MAINE

SITE PLAN LOT 33

AUBURN PINES
 AUBURN STREET

SCALE: 1"=30'

DATE: AUGUST 9, 2001

DESG BY: MRB

PROJECT: 01168

CAD FILE: 01168

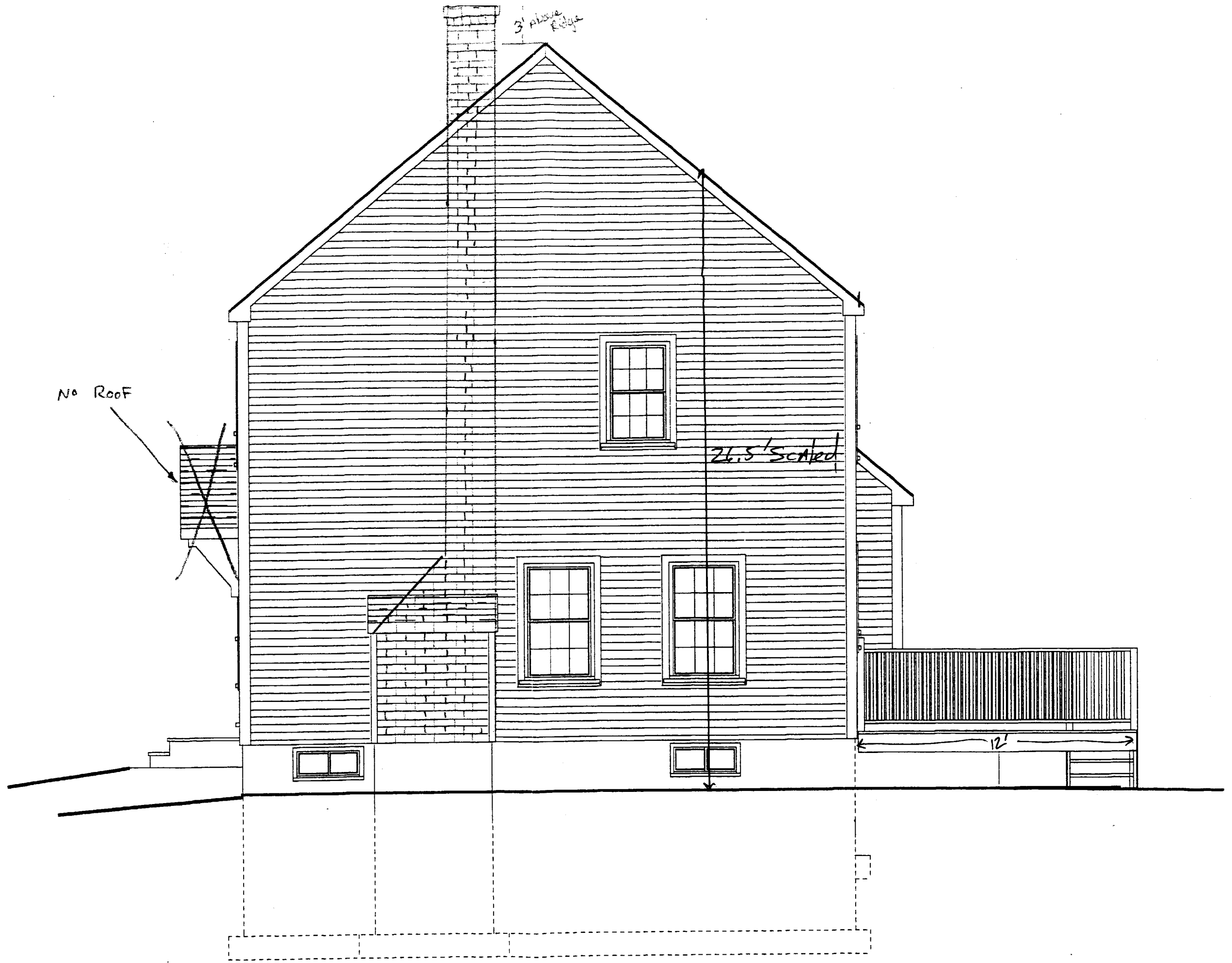
FILE SCALE: 1"=30'



FRONT ELEVATION

SCALE: 1/4" = 1'-0"

Option 1



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



No Daylight Basement shown or Approved

REAR ELEVATION

SCALE: 1/4" = 1'-0"

Rail Height 38 1/2"

4x4 PT

8" curb (cement)

RAISER 5" O.C.



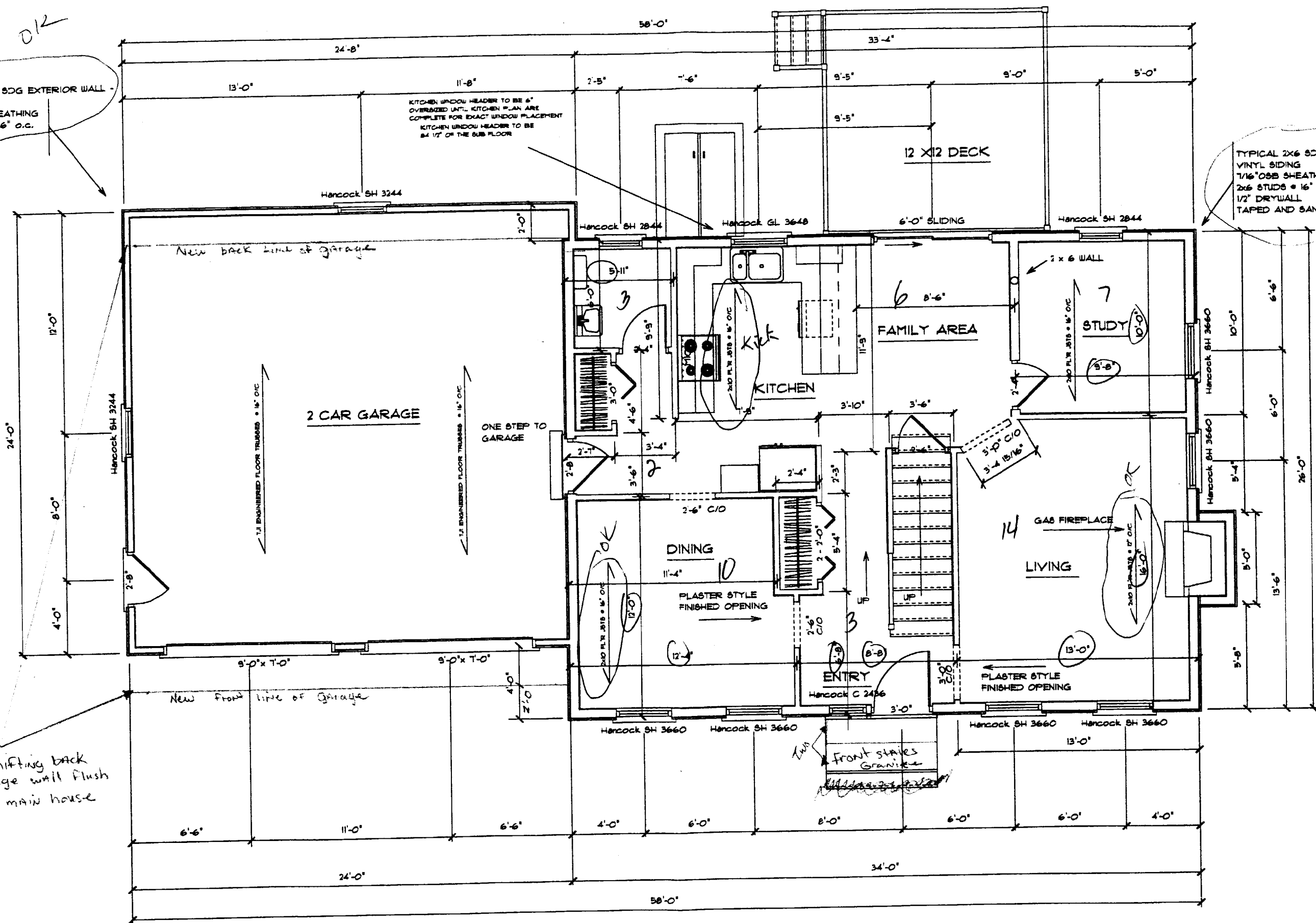
LEFT ELEVATION

SCALE: 1/4" = 1'-0"

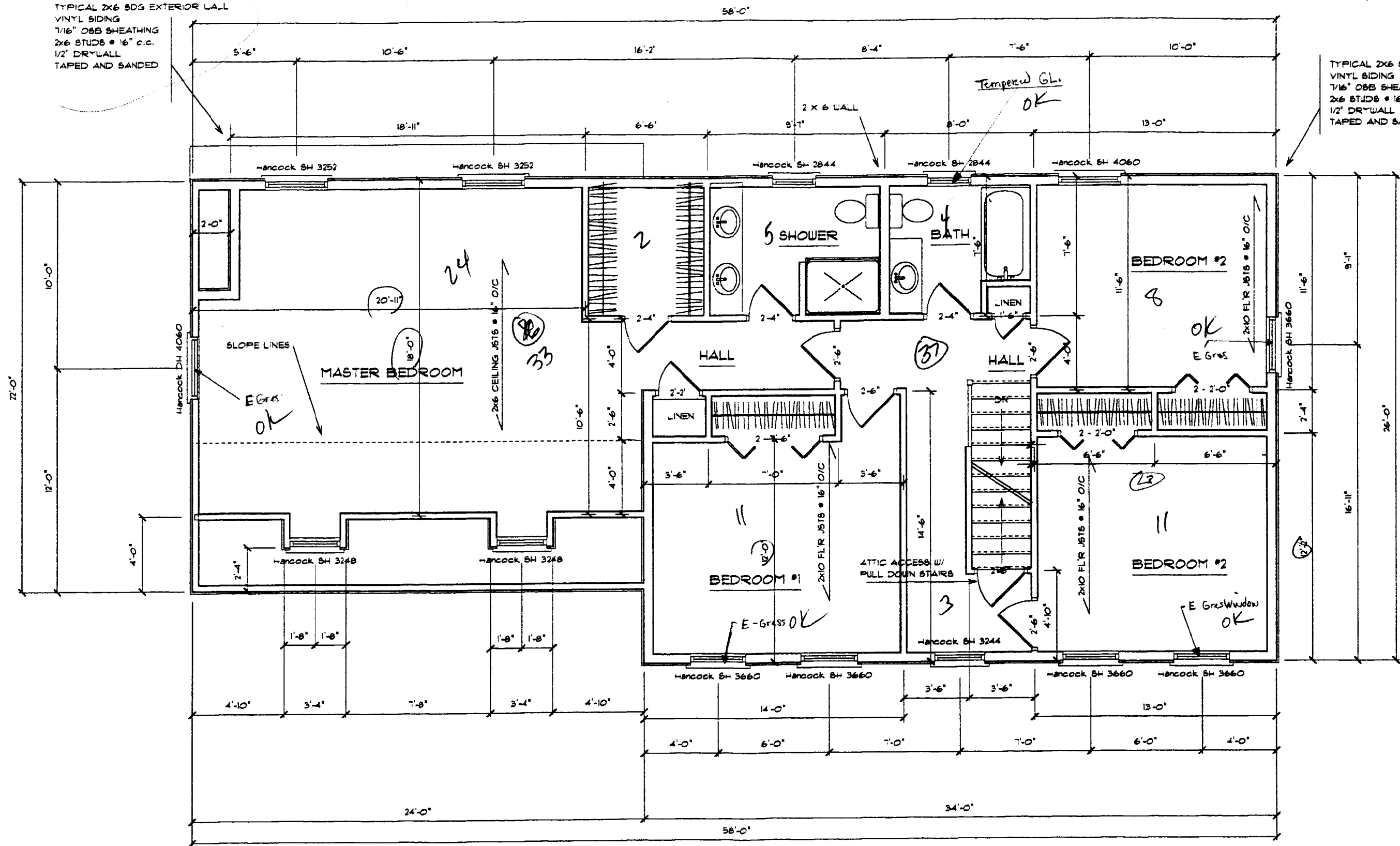
OK
 TYPICAL 2x4 SDG EXTERIOR WALL -
 VINYL SIDING
 1/16" OSB SHEATHING
 2x4 STUDS @ 16" O.C.

TYPICAL 2x6 SDG EXTERIOR WALL -
 VINYL SIDING
 1/16" OSB SHEATHING
 2x6 STUDS @ 16" O.C.
 1/2" DRYWALL
 TAPED AND BANDED
 OK

Shifting back
 garage wall flush
 with main house



MAIN FLOOR PLAN
 SCALE: 1/4" = 1'-0"

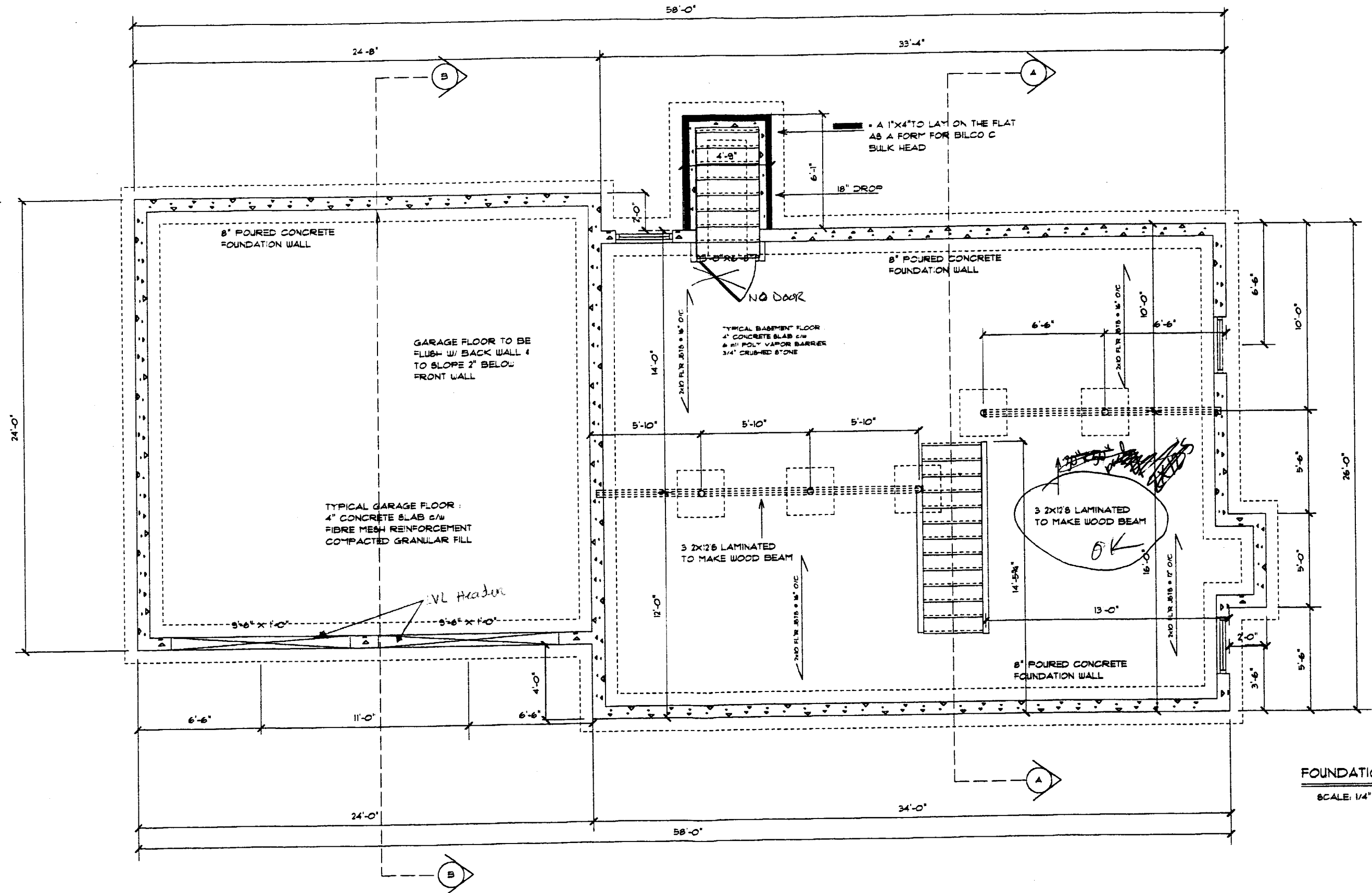


TYPICAL 2x6 SDG EXTERIOR WALL
 VINYL SIDING
 7/16" OSB SHEATHING
 2x6 STUDS @ 16" o.c.
 1/2" DRYWALL
 TAPED AND SANDED

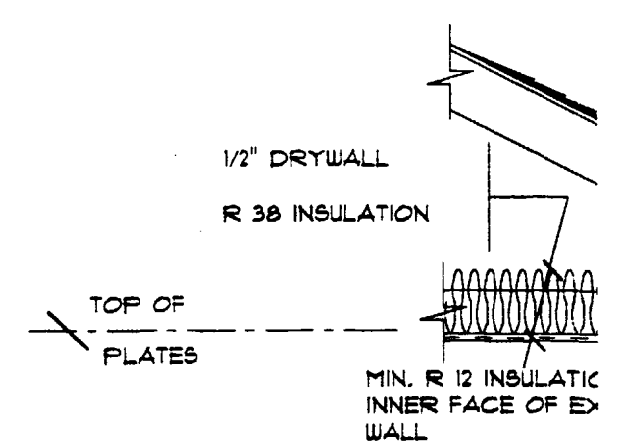
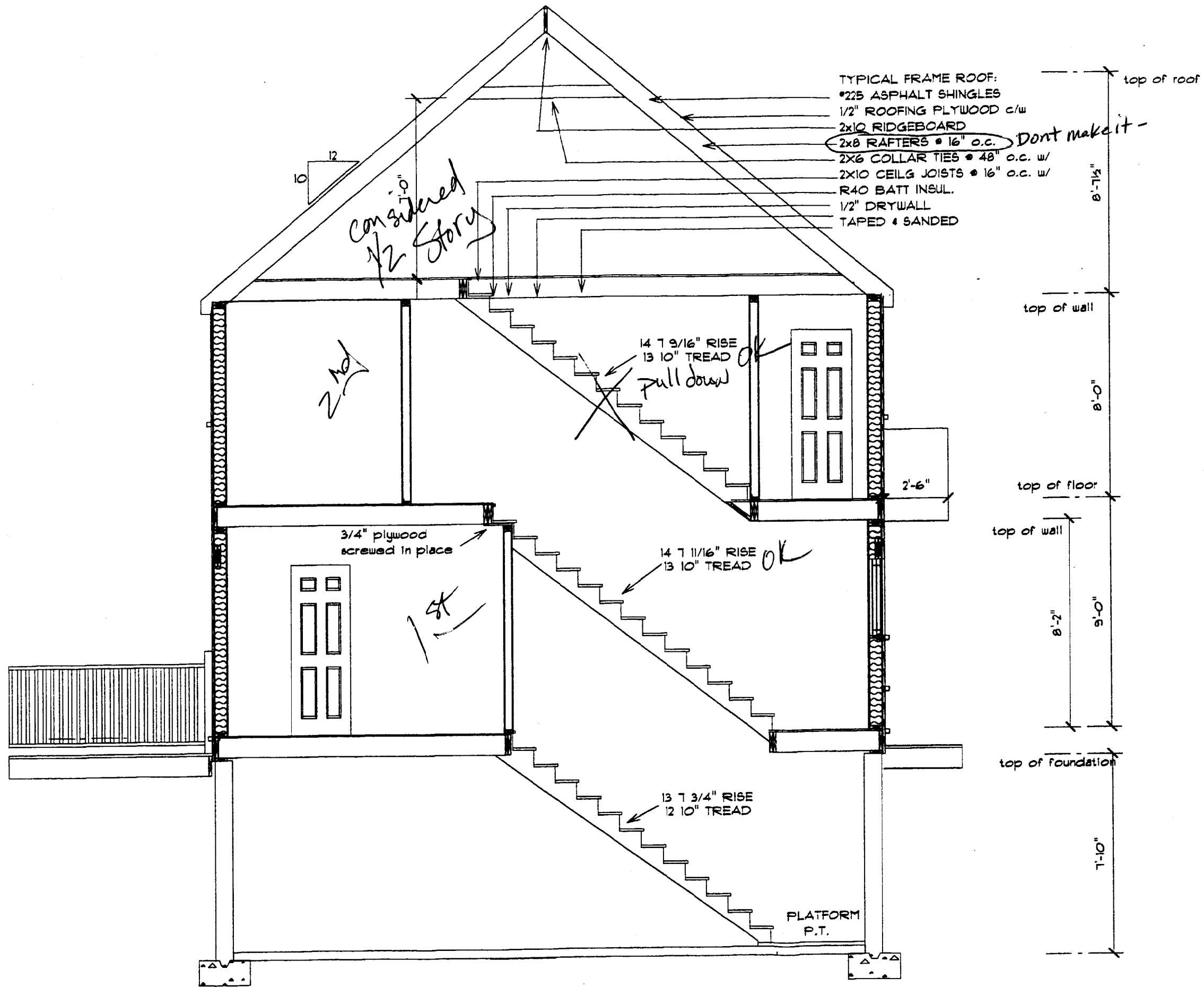
TYPICAL 2x6 SDG EXTERIOR WALL
 VINYL SIDING
 7/16" OSB SHEATHING
 2x6 STUDS @ 16" o.c.
 1/2" DRYWALL
 TAPED AND SANDED

SECOND FLOOR PLAN

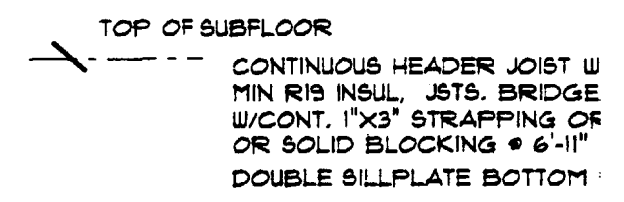
SCALE: 1/4" = 1'-0"



FOUNDATION PLAN
 SCALE: 1/4" = 1'-0"

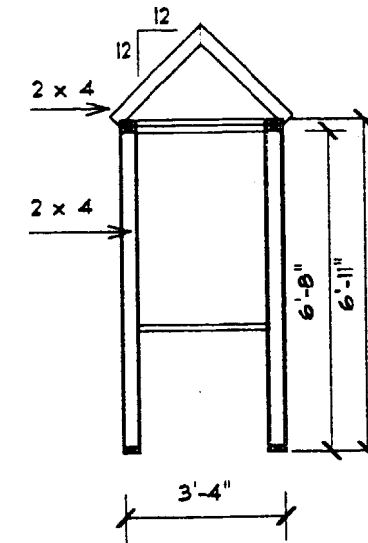
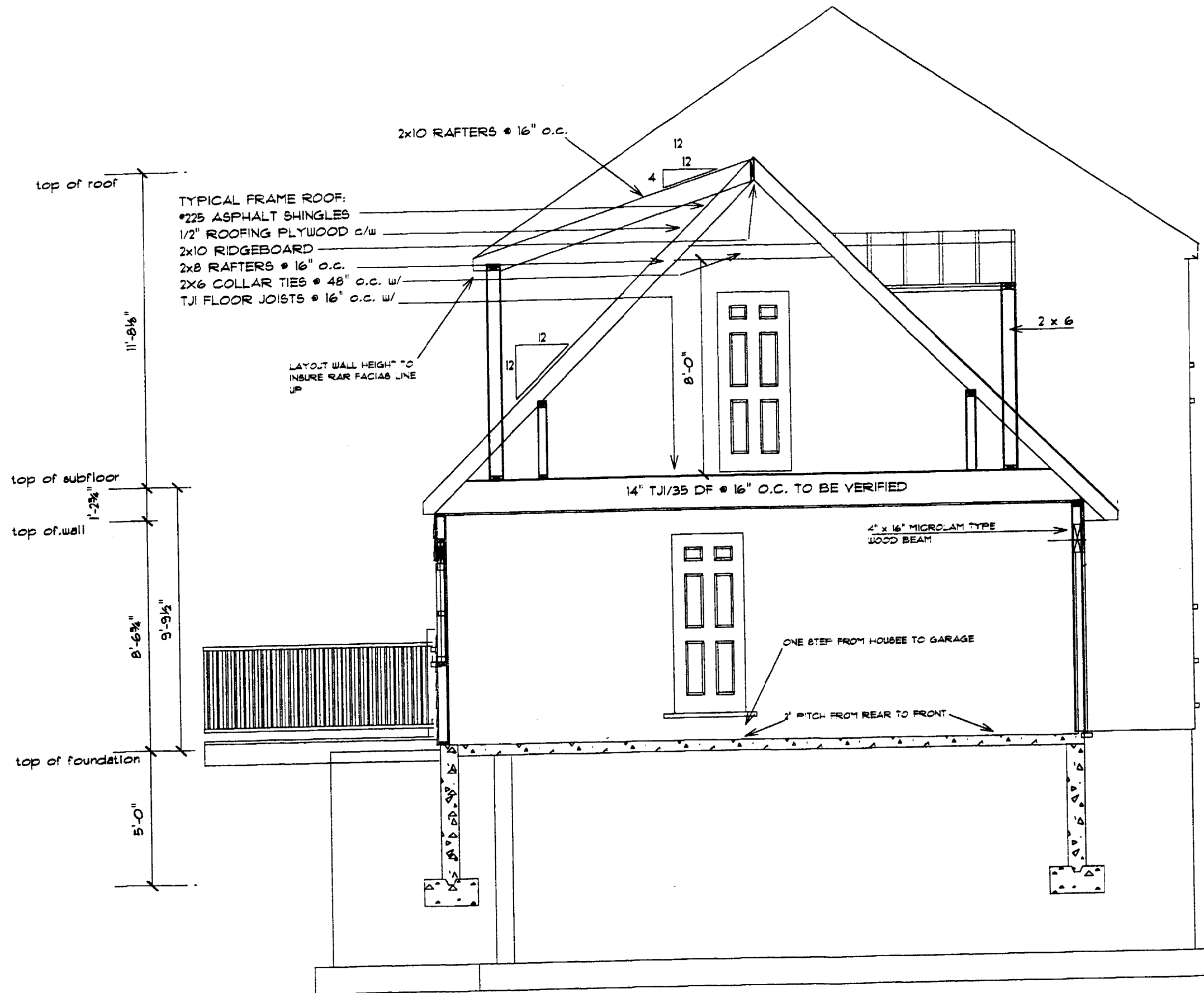


FLOOR FINISH
3/4" T & G OSB SUBFLOOR ON
APPROVED EQUAL ON WOOD
JOISTS (SEE PLANS)
FINISHED FLOOR



TYPICAL FR
DETAIL WOB

CROSS SECTION A
SCALE: 1/4" = 1'-0"



CROSS SECTION B

SCALE: 1/4" = 1'-0"