

**WARRANTY DEED**  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that I, Catherine I. Banks, of Portland, County of Cumberland, and State of Maine, for consideration paid, grant to Archie S. Giobbi, of Portland, Maine, whose mailing address is: 1183 Washington Avenue, Portland, Maine 04103, with WARRANTY COVENANTS, the real estate in Portland, Maine, described as follows:

Certain lots or parcels of land situated on Van Vechten Street, in the City of Portland, County of Cumberland, and State of Maine, and being Lots numbered one hundred seventy nine (179), one hundred eighty (180), one hundred eighty one (181), and one hundred eighty two (182) as shown on plan of lots at Ray Gardens, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 103.

Being the same premises conveyed to Robert S. Banks, Jr. by deed from Katherine R. Nelson recorded in said Registry in Book 3078, Page 394, and being a portion of the premises devised to the within grantor under the will of said Robert as shown by the Probate Proceedings in Cumberland County, Docket #81-639.

WITNESS my hand and seal on July 1, 2002.

WITNESS:



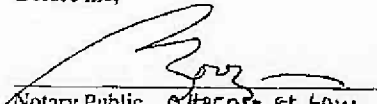
*Catherine I. Banks*  
Catherine I. Banks

STATE OF MAINE  
COUNTY OF CUMBERLAND ss.

July 1, 2002

Then personally appeared the above named Catherine I. Banks and acknowledged the foregoing instrument to be her free act and deed.

Before me,

  
Notary Public *Attorney at Law*  
Print Name: Roderick R. Revzler

MAINE REAL ESTATE TAX PAID

RECEIVED  
OFFICE OF THE CLERK OF DEEDS  
2002 JUL 22 AM 7:58  
CUMBERLAND COUNTY  
*John B. Coburn*

**WARRANTY DEED**  
( Maine Statutory Short Form )

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Archie S. Giobbi**, of Portland, County of Cumberland, and the State of Maine, for consideration paid, grant to **Matilda M. Giobbi**, of Portland, Maine, whose mailing address 1184 Washington Ave. Portland, Maine 04103, with **WARRANTY COVENANTS**, the real estate in Portland, Maine, described as follows:

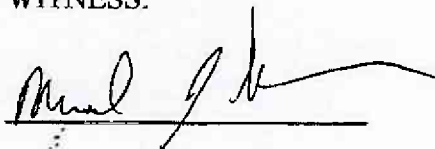
Certain lots or parcels of land situated on Van Vechten Street, in the City of Portland, county of Cumberland, and the State of Maine, and being lots numbered one hundred eighty-two ( 182 ), and the northerly ten ( 10 ) foot portion of lot numbered one hundred eighty-one ( 181 ) that abuts lot numbered one hundred eighty-two ( 182 ), as shown on plan of lots at Ray Gardens, which plan is recorded in the Cumberland County registry of Deeds in Plan Book 12, Page 103.

Being part of the premises conveyed to Archie S. Giobbi, by virtue of a deed from Catherine I. Banks, of Portland, County of Cumberland, and the State of Maine dated July 1, 2002. This Deed being recorded in the Cumberland County Registry of Deeds in Deed Book 17863, Page 070.

Witness my hand and seal on October \_\_\_\_ 2010.

Received  
Recorded Register of Deeds  
Oct 20, 2010 10:25:16A  
Cumberland County  
Pamela E. Lavley

WITNESS:

  
\_\_\_\_\_

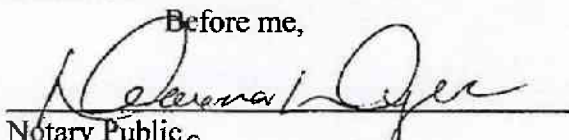
  
\_\_\_\_\_ **Archie S. Giobbi**

STATE OF MAINE  
COUNTY OF CUMBERLAND ss

October 20, 2010

Then personally appeared the above named Arche S. Giobbi and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
\_\_\_\_\_ **Notary Public**

Print Name: Deanna Dyer

**SEAL**

**DEANNA DYER**  
Notary Public, Maine  
My Commission Expires August 1, 2014

**WARRANTY DEED**  
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Rosemary C. Mulkerrin**, of Scarborough, County of Cumberland, and State of Maine, for consideration paid, grant to **Matilda A. Giobbi**, of Portland, Maine, whose mailing address is: 1184 Washington Avenue, Portland, Maine 04103, with **WARRANTY COVENANTS**, the real estate in Portland, Maine, described as follows:

Certain lots or parcels of land situated on Van Vechten Street, in the City of Portland, County of Cumberland, and State of Maine, and being Lots numbered one hundred eighty three (183), one hundred eighty four (184), one hundred eighty five (185), and one hundred eighty six (186), as shown on plan of lots at Ray Gardens, which plan is recorded in the Cumberland County Registry of Deeds in Plan Book 12, Page 103.

Being part of the premises conveyed to Patrick J. Mulkerrin by deed from Anna Louise Goan, Trustee, recorded in said Registry in Book 4296, Page 301, and being a portion of the premises devised to the within grantor under the will of said Patrick J. Mulkerrin as shown by the Probate Proceedings in Cumberland County, Docket #83-845.

WITNESS my hand and seal on June 21<sup>st</sup>, 2002.

WITNESS:

*Wendy A DeCoster*

*Rosemary C. Mulkerrin*  
Rosemary C. Mulkerrin

STATE OF MAINE  
COUNTY OF CUMBERLAND ss.

June 28<sup>th</sup>, 2002

Then personally appeared the above named Rosemary C. Mulkerrin and acknowledged the foregoing instrument to be her free act and deed.

Before me,

*Wendy A DeCoster*  
Notary Public  
Print Name: Wendy A DeCoster

WENDY A. DECOSTER  
NOTARY PUBLIC, STATE OF MAINE  
MY COMMISSION EXPIRES MAY 25, 2006

RECEIVED  
REGISTERED OFFICE OF DEEDS

2002 JUL 22 AM 7:56

CUMBERLAND COUNTY

*John B. Rubin*

SEAL

MAINE REAL ESTATE TAX PAID

**Warranty Deed**  
Maine Statutory Short Form  
3rd Lot from Huntington Avenue

KNOW ALL PERSONS BY THESE PRESENTS,

That, Archie S. Giobbi, with a mailing address of 1183 Washington Avenue, City of Portland, Maine 04103, for valuable consideration paid, does hereby grant to \_\_\_\_\_ of \_\_\_\_\_ with warranty covenants, the land in the City of Portland, County of Cumberland and State of Maine, described in the attached Exhibit A attached hereto and fully incorporated herein by reference :

In Witness Whereof, said Archie S. Giobbi, has hereunto set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED, SEALED AND  
DELIVERED IN THE PRESENCE OF

\_\_\_\_\_  
Witness

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

STATE OF MAINE  
County of Cumberland § \_\_\_\_\_, 2018

Then personally appeared the above named, Archie S. Giobbi, and acknowledged the foregoing instrument to be his free act and deed

Before Me

\_\_\_\_\_  
Attorney/ Notary Public

Return Recorded Document to:

## Exhibit A

A certain lot or parcel of land, with any and all improvements thereon, situated on the westerly side of Van Vechten Street, City of Portland, County of Cumberland and State of Maine, said lot being more particularly described as follows:

Commencing at a 5/8-inch steel rebar driven in the ground, capped with a plastic cap inscribed "Greenlaw PLS 2303, said rebar marking the common boundary corner of the hereinto grantor, Archie S. Giobbi, as described in a deed recorded in the Cumberland County Registry of Deeds (The Registry) in Deed Book 17863, Page 070 and the land now or formerly of Kenneth McIntyre and Maureen McIntyre as described in a deed recorded in The Registry in Deed Book 5020, Page 127, said rebar being found following a bearing based on the Maine State West Grid Zone, North 15°-00'-47" West, a distance of 172.20 feet from the street line intersection of the northerly sideline of Huntington Avenue and the westerly sideline of Van Vechten Street,

Thence, by and along the land now or formerly Archie S. Giobbi and Matilda Giobbi as described in a deed recorded in the Registry in Deed Book 28186, Page 328 and westerly sideline of Van Vechten Street, North 15°-00'-47" West, a distance of 160.00 feet to the Point of Beginning.

Thence, by and along the land now or formerly of Matilda Giobbi as described in a deed recorded in the Registry in Deed Book 28186, Page 328, South 75°-05'-43" East, a distance of 100.01 feet to the land now or formerly of Evan J. Nichols as described in a deed recorded in the Registry in Deed Book 24866, page 126;

Thence, by and along the land of Nichols and the land now or formerly of Steven Defilipp and Diane Defilipp as described in a deed recorded in the Registry in Deed Book 8433, Page 171, North 15°-00'-47" West, a distance of 80.00 feet to the land now or formerly of James J. Quinn and Elizabeth Quinn as described in a deed recorded in the Registry in Deed Book 2436, Page 259;

Thence, by and along the land now or formerly of Quinn, North 75°-05'-43" East, a distance of 100.01 feet to the westerly sideline of Van Vechten Street;

Thence, by and along the westerly sideline of Van Vechten Street, South 15°-00'-47" East, a distance of 80.00 feet to the Point of Beginning.

Said above parcel of land is comprised of 8000 square feet of area.

Being a portion of the land conveyed to Archie S. Giobbi by Catherine I. Banks by virtue of a deed recorded in the Cumberland County Registry of Deeds in Deed Book 17863, Page 070.



# REScheck Software Version 4.6.5 Compliance Certificate

Project 13 Van Vecthen Street

Energy Code: **2009 IECC**  
 Location: **Portland, Maine**  
 Construction Type: **Single-family**  
 Project Type: **New Construction**  
 Conditioned Floor Area: **0 ft<sup>2</sup>**  
 Glazing Area **12%**  
 Climate Zone: **6 (7378 HDD)**  
 Permit Date:  
 Permit Number:

Construction Site:  
 13 Van Vecthen Street  
 Portland, ME 04013

Owner/Agent:  
 Matilda Giobbi  
 1184 Washington Ave.  
 Portland, ME 04103  
 207-7972535  
 matildagiobbi@gmail.com

Designer/Contractor:  
 Tim Higgins  
 HigginsBuilders, Inc.  
 83 Bay Street  
 Portland, ME 04103  
 timahiggins@live.com

## Compliance: Passes using UA trade-off

Compliance: **1.6% Better Than Code** Maximum UA: **257** Your UA: **253**

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

## Envelope Assemblies

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	U-Factor	UA
Ceiling 1: Flat Ceiling or Scissor Truss	840	21.0	28.0	0.020	17
Wall 1: Wood Frame, 16" o.c.	928	21.0	0.0	0.057	39
Window 1: Vinyl/Fiberglass Frame:Double Pane with Low-E	9			0.280	3
Window 2: Vinyl/Fiberglass Frame:Double Pane with Low-E	9			0.280	3
Window 3: Vinyl/Fiberglass Frame:Double Pane with Low-E	8			0.280	2
Window 4: Vinyl/Fiberglass Frame:Double Pane with Low-E	11			0.280	3
Window 5: Vinyl/Fiberglass Frame:Double Pane with Low-E	11			0.280	3
Window 6: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 7: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 8: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 9: Vinyl/Fiberglass Frame:Double Pane with Low-E	9			0.280	3
Window 10: Vinyl/Fiberglass Frame:Double Pane with Low-E	11			0.280	3
Window 11: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 12: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 13: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 14: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	U-Factor	UA
Window 15: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Window 16: Vinyl/Fiberglass Frame:Double Pane with Low-E	15			0.280	4
Door 1: Solid	20			0.280	6
Door 2: Solid	13			0.280	4
Wall 2: Wood Frame, 16" o.c.	812	21.0	3.0	0.048	39
Basement Wall 1: Solid Concrete or Masonry Wall height: 7.0' Depth below grade: 6.0' Insulation depth: 6.0'	812	0.0	10.0	0.068	55
Floor 1: All-Wood Joist/Truss:Over Unconditioned Space	840	21.0	0.0	0.044	37

Please provide information for all doors, including the interior basement door which will need to be insulated per IECC Sec. 402.3.3, due to the UA alternative method

*Compliance Statement:* The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2009 IECC requirements in REScheck Version 4.6.5 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

Peter J. Dalfonso , Project Manager  
Name - Title

Signature 

4/30/2018  
Date

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department  
Michael A. Russell, MS, Director

## New One- and Two-Family Dwelling (Level I – Minor Residential Development Review)

All applications for the development of a new one- or two-family dwelling requires development review by the Planning and Urban Development Department and zoning and building code review by the Permitting and Inspections Department. Reviews are conducted concurrently and all application materials shall be submitted in one package to the Permitting and Inspections Department. Please include all items listed below to ensure a timely review of the application.

### Submission Checklist

Applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. All applications shall include the following:

- New One- and Two-Family Dwelling Submission Checklist** (this form)
- Evidence of right, title and interest** (e.g. deed, purchase and sale agreement with current deed)
- Copies of any required state and/or federal permits** N/A
- Written description of existing and proposed easements or other burdens** N/A
- Written request for waivers from individual site plan and/or technical standards** N/A
- ResCheck** <https://www.energycodes.gov/rescheck/> certificates of compliance per the 2009 IECC
- Boundary Survey** meeting the requirements of Section 13 of the City of Portland Technical Manual
- Site Plan** with the information listed below shown on the plan (can be combined with Boundary Survey or submitted as a separate document). Photocopies of the plat or hand drawn building footprints will not be accepted. Please check all items, as applicable and show on the plan.
  - North arrow and graphic scale
  - Zoning district, setback and dimensional requirements. Show zone lines and overlay zones that apply to the property, including Shoreland Zone, Stream Protection Zone and/or Flood Zones. Highest Annual Tide (HAT) must be shown as located by a surveyor for the Shoreland Zone.
  - Existing and proposed structures showing distances from all property lines
  - Location and dimension of existing and proposed paved areas
  - Finish floor elevation (FFE)
  - Exterior building elevations for all four sides
  - Existing and proposed utilities (or septic system, where applicable)
  - Identification and proposed protection measures for any significant natural features as defined in Section 14-526(b) of the Land Use Code
  - Proposed protection to or alterations of watercourses
  - Proposed wetland protections or impacts
  - Natural Resources Conservation Service (NRCS) soil type
  - Existing and proposed grading and contours
  - Existing and proposed easements or public or private rights-of-way
  - Proposed storm water management and erosion controls
  - Existing vegetation to be preserved and proposed site landscaping and street trees (two trees per unit for a one- or two-family dwelling)
  - Existing and proposed curb and sidewalk for a two-family dwelling N/A
  - Total area and limits of proposed land disturbance
  - Proposed pier, dock, wharf or slope stabilization reconstruction in Shoreland Zone, if applicable N/A
  - Proposed ground floor area of building
  - Foundation/perimeter drain and outlet





Permitting and Inspections Department  
Michael A. Russell, MS, Director

**\*\*Additional requirements may apply for lots on unimproved streets. Contact the Planning and Urban Development Department for more information.\*\***

**A complete set of construction drawings, including the following per the IRC 2009:**

**NOTE: All plans shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions.**

- Foundation plan with footing/pier size and location
- Cross sections with framing sizes and material (foundation anchor size/spacing, rebar, drainage, damp proofing, floors, walls, beams, ceilings, headers, rafters etc.)
- Floor plans, to scale, with dimensions
- Elevations, to scale, with dimensions showing height from average grade
- Detail wall/floor/ceiling partitions including listed fire rated assemblies
- Window and door schedules including egress (emergency escape), safety glazing and fire rating
- Locate egress windows and smoke/carbon monoxide detection
- Stair details, including dimensions of rise/run, head room, guards/handrails, and baluster spacing
- Insulation (R-factors) of walls, ceilings and floors and the heat loss (U-factor) of windows
- Deck construction including pier layout, framing, fastenings, anchors, guards, handrails, and stairs
- Dwelling/attached garage separation details N/A

**\*\*Please note:** As of September 16, 2010 all new construction of one- and two-family homes are required to be sprinkled in compliance with NFPA 13D (minimum). This is required by City Code. (NFPA 101 2009 ed.)

**Separate permits are required for internal and external plumbing, electrical installations, heating, ventilating, sprinkler systems and air conditioning (HVAC) systems and appliances.**

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

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

- **14-526 (a) Transportation Standards:**
  - 2.a. Site Access and Circulation (i) and (ii);
  - 2.c Sidewalks: *(if the site plan is a two-family or multi-family building only)*;
  - 4.a. Location and required number of vehicle parking spaces:(i) and (iv)
- **14-526 (b) Environmental Quality Standards:**
  - 1. Preservation of significant natural features.
  - 2.a. Landscaping and landscape preservation
  - 2.b. Site landscaping (iii)
  - 3.a. Water quality, storm water management and erosion control: a., d., e., and f.
- **14-526 (c) Public Infrastructure and Community Safety Standards:**
  - 1. Consistency with Master Plan
  - 2. Public Safety and fire prevention
  - 3. Availability and adequate capacity of public utilities; a., c., d., and e.
- **14-526 (d) Site Design Standards:**
  - 5. Historic Resources
  - 9. Zoning related design standards

*\*Except as provided in Article III of the City Code, or to conditions imposed under Section 14-526(e) only, or to those submission requirements set forth in section 14-527 as relate solely thereto.*

**PURCHASE AND SALE AGREEMENT - LAND ONLY**  
("days" means business days unless otherwise noted, see paragraph 20)

Offer Date February 15, 2018

2/16/18, \_\_\_\_\_ Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Higgins Builders Inc ("Buyer") and Archie and Matilda Giobbi ("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 13-17, 23, 25-31, 28-30 VanVechten St and described in deed(s) recorded at said County's Registry of Deeds Book(s) see Addendum, Page(s) \_\_\_\_\_.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$95,000.00. Buyer  has delivered; or  will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$1,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ \_\_\_\_\_ will be delivered 0. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. ESCROW AGENT/ACCEPTANCE: Greater Portland Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until February 16, 2018 (date) 5  AM  PM; and, in the event of 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 TBD (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 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) n/a. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<b>seller</b>	<b>buyer</b>
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<b>buyer</b>	<b>buyer</b>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<b>buyer</b>	<b>buyer</b>
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: <u>Requirements of a 14-403 Road Extension from Planning Staff</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>TBD</u> days	<b>buyer</b>	<b>buyer</b>

\* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within \_\_\_\_\_ days.  Yes  No

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation 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 investigation 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 investigation 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.

11. FINANCING: Buyer's obligation to close:

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within \_\_\_\_\_ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than \_\_\_\_\_ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- is subject to financing as follows:
  - a. Buyer's obligation to close 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 is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
  - b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) 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. This right to terminate ends once Buyer's letter is received.
  - c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
  - d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have 0 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. 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. This right to terminate ends once Buyer's letter is received.
  - e. Buyer agrees to pay no more than 0 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.
  - f. Buyer's ability to obtain financing  is  is not subject to the sale of another property. See addendum  Yes  No.
  - g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

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

is a Archie Giobbi (006634) of Greater Portland Realty (1371)  
 Licensee MLS ID Agency MLS ID  
 is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker  
Archie Giobbi (006634) of Greater Portland Realty (1371)  
 Licensee MLS ID Agency MLS ID  
 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.

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

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and 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. 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.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), 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 failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this

Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: A. See Addendum 1 & 2  
 B. Seller is a licensed Maine Real Estate Broker.

23. GENERAL PROVISIONS:

- a. 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.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. 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.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA:  Yes Explain: \_\_\_\_\_  No

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is 83 Bay St, Portland, ME 04103-4201

*[Signature]* 2-16-18 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**Higgins Builders Inc**

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is \_\_\_\_\_  
*[Signature]* 2/19/18 *[Signature]* 2-19-18  
 SELLER Archie and Matilda Giobbi DATE SELLER DATE

**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 \_\_\_\_\_

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

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



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higgins builders



**ADDENDUM   1   TO AGREEMENT**

Addendum to contract dated February 15, 2018  
between Archie and Matilda Giobbi (hereinafter "Seller")  
and Higgins Builders Inc (hereinafter "Buyer")  
property 13-17, 23, 25-31, 28-30 VanVechten St, Portland,

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**Description of Property**

- . 13-19 VanVechten St. Book:17863 / 069 Map: 410-C-30 to 33
- . 23 VanVechten St. Book: 28186 / 328 Map: 410-C-29
- .25-31 VanVechten St. Book: 17863 / 070 Map: 410- C- 26-27-28
- .28-30 VanVechten St. Book; 29269 / 288 Map: 410-D-6-7-8

**Due Diligence / Contingencies**

**Page 2 / Section 10 of P& S Agreement: Reference to Survey, Local Permits, Sub Approval and Other.**

**The Intent of this P&S Agreement is to move forward with the sale of property from The Giobbi's to Higgins Builders Inc and the process will be as such.**

- 1. Sale of the Properties will not occur until Higgins Builders Inc. has secured 4- Building permits for each lot unless otherwise stated by the Builder.**
- 2.Seller will assist the Buyer in preparing the Building Permit applications with Fees paid by the Builder.**
- 3.Plans for the Approved Road Extension will be submitted to the Builder and any changes requested by Planning Staff will be considered by both Seller and Builder as to a Resolution before proceeding to closing.**

**Continued... See Addendum Addendum Terms and Conditions 1**

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

*[Signature]* 2-16-18  
Buyer Date  
**Higgins Builders Inc**

\_\_\_\_\_  
Buyer Date

*[Signature]* 2/14/18  
Seller Date  
**Archie and Matilda Giobbi**

*[Signature]* 2-15-18  
Seller Date

ADDENDUM

PROPERTY: 13-17, 23, 25-31, 28-30 VanVechten St, Portland,

1) Addendum Terms and Conditions

4. Seller will place Feno Markers on Lot 4 as required by the Humboldt Project Phase 2 subdivision approval.

Lined area for additional terms and conditions.

Date: 2-16-18

Signature: [Handwritten Signature]

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: Feb 14, 2018

Signature: [Handwritten Signature]

Date: Feb 15, 2018

Signature: [Handwritten Signature]

Addendum