

STATE OF MAINE

)

)

COUNTY OF LINCOLN

)

MODEL HOME AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (Developer), \_\_\_\_\_ (Builder), and the Board of Trustees for the Boothbay Harbor Sewer District, Boothbay Harbor, Maine, ("the District").

RECITALS

WHEREAS the Developer is developing \_\_\_\_\_ of the \_\_\_\_\_ Development in the Town of \_\_\_\_\_ and is constructing extensions to the District's wastewater system to provide wastewater service to the parcels in \_\_\_\_\_; and

WHEREAS pursuant to the Guidelines for Development ("Guidelines") adopted by the District on June 15, 2005, the District will not accept the wastewater system extensions serving \_\_\_\_\_ ("System Extensions") for operation and maintenance until all of the requirements set forth in the Guidelines are completed; and

WHEREAS the System Extensions have not been accepted by the District for operation and maintenance and wastewater service are not currently available from the System Extensions; and

WHEREAS the Guidelines provide for the construction of model homes prior to acceptance of the System Extensions by the District if the criteria established by the Guidelines are satisfied; and

WHEREAS the Developer has sold Lot \_\_\_\_\_ to the Builder; and

WHEREAS the Builder will build a model home in the \_\_\_\_\_ development; and

WHEREAS the District has reviewed the plans for the house to be constructed by the Builder on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and is satisfied that the construction is a model unit as that term is used in the Guidelines.

NOW, THEREFORE, it is agreed as follows:

1. The Developer represents and warrants to the District that
  - a. The wastewater line constructed to serve \_\_\_\_\_ has conformed to the Rules and Regulations of the Boothbay Harbor Sewer District and can be opened to the Boothbay Harbor Sewer District's wastewater system.
  - b. The Planning Board of the Town of \_\_\_\_\_ has given approval for the construction of a model unit on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.
2. The Builder certifies and represents to the District that the house to be constructed on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_ is a model home that will be marketed to the general public and is not a custom or contract house for any currently identified person, company, or entity.
3. The Builder certifies and represents to the District that title to and ownership of Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, with the improvements to be constructed thereon, will not be transferred or sold by the Builder and that the model unit to be constructed by the Builder on Map(s) \_\_\_\_\_,

Lot(s) \_\_\_\_\_ will not be leased, occupied, or used for human occupancy, except as a temporary sales office, until the District has accepted the System Extensions for operation and maintenance. The Developer and Builder agree that if the Builder, in the opinion of Board of Trustees, violates the requirements or intent of this paragraph, the District will not agree to the construction of any additional model units by the Builder in the \_\_\_\_\_.

4. To the extent that the Town of \_\_\_\_\_ requires the consent of or any approval by the District prior to issuing a building permit for construction on Map(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_, pursuant to the terms of the Conditional Plat known as \_\_\_\_\_ approved by the Town on \_\_\_\_\_, the District hereby consents or approves based on strict compliance by the Developer and Builder with the terms and intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the day and year first above written.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER:

BY: \_\_\_\_\_

Its: \_\_\_\_\_

BUILDER:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

THE BOARD OF TRUSTEES  
BOOTHBAY HARBOR SEWER DISTRICT,  
BOOTHBAY HARBOR, MAINE

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

Its: CHAIRMAN