



TOWN OF CAPE ELIZABETH

P.O. BOX 6260
320 OCEAN HOUSE ROAD
CAPE ELIZABETH, MAINE 04107-0060

MICHAEL K. MCGOVERN
Town Manager

P: 207-619-6716
E-Mail: michael.mcgovern@capeelizabeth.org
Website: www.capeelizabeth.com

MEMORANDUM

TO: Cape Elizabeth Town Council
FROM: Michael McGovern, Town Manager
DATE: July 30, 2015
SUBJECT: FitzPatrick Affordable Housing Relief Request

Introduction

Joel FitzPatrick, as developer of the Eastman Meadows Condominium development located off Eastman Rd, is requesting that the moderate income affordable housing requirement be lifted from 2 of the 6 affordable units in the condominium development.

Background

In 1992, the Cape Elizabeth Town Council adopted Mandatory Affordable Housing requirements for major subdivisions. Affordable housing provisions were recommended as part of the 1989 Affordable Housing Report jointly prepared by the Towns of Cape Elizabeth and Yarmouth.

The Mandatory Affordable Housing provisions, located in Sec. 19-7-4 of the Zoning Ordinance, require that permanently preserved affordable housing be included in all major subdivisions. A developer may provide 5% of the total units as affordable to low-income households (defined as households with an income that is between 50%-80% of the median income of the Portland metro area) or 10% of the total units as affordable to moderate income households (defined as households with an income that is between 80%-150% of median income of the Portland metro area).

If a good faith effort has been made to sell the home to a qualified buyer for more than 180 days without success, the developer may ask to sell the unit at a market rate. The Town reserves the right to preserve the affordable unit by purchasing it from the developer. If the town declines to exercise its option, the home may be sold at market rate without an affordable housing preservation restriction.

Cape's experience with affordable housing

The first affordable housing created under the Mandatory Affordable Housing provisions was a moderate income home included in the Whaleback Ridge Subdivision. Five low-income homes were included in the Cross Hill Subdivision. Affordable housing has become a routine element of new subdivisions. The town currently has 9 low-income units and 9 moderate income units (including the 2 under consideration). Both a low-income and a moderate income home have been resold, with the low-income home selling in 1 day with multiple buyers.

At this time, the following income and sale price limits apply:

<i>Affordability</i>	<i>Income</i>	<i>Sale Price</i>
Low-income (50%-80%)	\$61,100	\$210,678
Moderate-income (80%-150%)	\$114,563	\$395,022

Eastman Meadows Affordable Housing

The Eastman Meadows Condominium development is a 47-unit project with 6 moderate income units. Two moderate income units have been sold to qualified buyers, two moderate income units have been for sale for over 180 days and 2 moderate income units have not yet been constructed.

The developer has provided documentation that the affordable units have been marketed for over 180 days. He is now requesting that the Town exercise its option to purchase the units or to lift the affordable housing requirement.

Town Council action

This request has been reviewed by Maurice Selinger, an attorney who has advised the town on affordable housing questions. Mr. Selinger has prepared an affidavit for the developer and an Order for the Town Council to consider that waives the town's option to purchase.

Mail

More

COMPOSE

Cape Affordable Housing option opinion

Inbox x

Inbox (24)

Starred

Important

Sent Mail

Drafts

Aerials

Cons Comm

Day Camp

Follow up

FOSP

FW

Golden Ridge

MAP Conf

Misc

NHWL

Ord Comm

PACTS

PB

Event Ord

Land Use Amdts

Resiliency Grant

Tech Amdts 2015

Priority

Project Canopy

Rental homes

Shore Rd

Sub Ord

Survey

SZ

Town Center

TC petition

Trail Closure List

Trout Brook

More

Maureen O'Meara Cito, Attached is the request for Jul 22 (7 days ago)**Cito Selinger** <mselectinger@curtisthaxter.com> Jul 27 (2 days ago)
to me, Michael

Maureen,

Here are drafts of a proposed affidavit and proposed Town Council order. I'm suggesting an affidavit from Joel FitzPatrick as a formal statement under oath of the efforts he's made to sell the units. To that affidavit (which should be recorded), I'd recommend attaching both the agreement (as Exhibit A) and the material sent with Joel's letter (as Exhibit B).

The proposed Council Order goes into a little detail on the background. The Town has to affirmatively find that he's satisfied the ordinance and the Agreement as to the marketing, and even when the two units are released, there is the claw-back provision if they eventually sell for more than the maximum price.

Let me know if you or Mike have any questions about these.

Best,

Cito

CURTIS
THAXTER

ATTORNEYS AT LAW

AFFIDAVIT OF JOEL FITZPATRICK

Now comes Joel FitzPatrick who after first being duly sworn does hereby depose and state as follows:

1. My name is Joel FitzPatrick. I am the President of FitzPatrick Associates, Inc., a Maine corporation (the "Company"). I have personal knowledge of the matters set forth in this Affidavit.

2. The Company is the developer of the Eastman Meadow Condominium project (the "Project") in Cape Elizabeth, Maine (see Declaration of Condominium for Eastman Meadow Condominium recorded in the Cumberland County Registry of Deeds in Book 28515, Page 158, as amended). Pursuant to the Town of Cape Elizabeth zoning ordinance and the municipal approvals for the Project, the Company included six moderately affordable homes in the Project (the "Affordable Homes"). The Company has been able to sell only two of the Affordable Homes to qualified purchasers under the terms of the Affordable Housing Agreement and Option to Purchase attached hereto as Exhibit A.

3. The Company has continuously marketed all of the Affordable Homes for over one year. During that time, the Affordable Homes were continuously on the market and were advertised in local newspapers as well as the project's website, www.eastmanmeadows.com. See supporting materials attached hereto as Exhibit B.

4. Pursuant to Section 3 D of the Agreement, the Company has been unable to find a ready, willing and able qualified buyer to purchase Units 18 and 19 in the Project for at least 180 days.

5. The Company has duly notified the Town of Cape Elizabeth that it seeks to market Units 18 and 19 to nonqualified buyers.

Witness my hand and seal this 28th day of July, 2015.

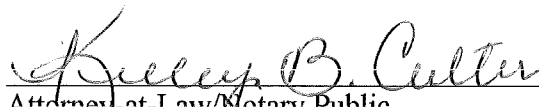

Joel FitzPatrick

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

July 28th, 2015

Personally appeared the above-named Joel FitzPatrick, President of FitzPatrick Associates, Inc. as aforesaid, and swore to the truth of the statements made by him and acknowledged the foregoing instrument to be his free act and deed.

Before me,


Attorney-at-Law/Motary Public
Print Name: Kelley B. Cutler
My commission expires: 10/5/17

TOWN OF CAPE ELIZABETH

ORDER OF THE TOWN COUNCIL

WHEREAS, FitzPatrick Associates, Inc. is the developer (the "Developer") of the Eastman Meadow Condominium project (the "Project"); and

WHEREAS, the site plan and subdivision approval for the Project as well as the Town of Cape Elizabeth Zoning Ordinance included a requirement that 6 units in the Project be marketed as "moderately affordable" units (the "Affordable Homes"); and

WHEREAS, the Developer has furnished an affidavit detailing its efforts to market and sell the Affordable Homes and has sold two Affordable Homes; and

WHEREAS, the developer has requested that the Town acknowledge that two of the Affordable Homes, Units 18 and 19 (the "Released Units"), shall no longer be subject to the affordability requirements and further that the Town waive its option to acquire the Released Units;

NOW THEREFORE, it is hereby ORDERED as follows:

1. Based upon the Affidavit of Joel FitzPatrick and the material submitted by the Developer to the Town, the Town hereby finds that FitzPatrick Associates, Inc. has established to the satisfaction of the Town that FitzPatrick Associates, Inc. has made good faith efforts to market the Released Units for no less than the entire 180 day restricted period as provided under the Town Ordinance, Section 19-7-4 C. 4. and the Affordable Housing Agreement and Option to Purchase between the Town and the Developer (the "Agreement").

2. The Town hereby waives its option to purchase the Released Units; provided, however, that in accordance with the Agreement, in the event either Released Unit is sold for more than the maximum allowable price under such Agreement of \$395,022, the Developer shall pay to the Town the excess of the price actually received by the Developer over \$395,022.00; and provided further, no other Affordable Homes other than the Released Units are subject to this Order.

3. An attested copy of this Order shall be recorded at the Cumberland County Registry of Deeds.

A TRUE COPY.

Attest:

[SEAL]

Debra Lane, Town Clerk

FitzPatrick Associates, Inc. General Construction and Development

July 20, 2015

Town Council
c/o Michael McGovern, Town Manager
Town of Cape Elizabeth
Route 77
Cape Elizabeth, ME

Re: Eastman Meadows—Notice regarding Affordable Housing Requirements

Dear Council and Mr. McGovern:

We are writing to you about the Eastman Meadows Condominium project that we have been developing over the past few years. It has been a successful project, and we want to reiterate our thanks to the Town for its support of this project. We believe we have added a quality development in the Town.

We are writing this letter with regard to the Affordable Homes at Eastman Meadows. As you know, we made a commitment, as we were required to do, include 6 “Moderately Affordable” homes (the “Affordable Homes”) in Eastman Meadows. A copy of the agreed upon affordability restriction agreement (the “Agreement”) is included with this letter. The Agreement provides the Town with important rights regarding these Affordable Homes.

As of this date, we have been able to sell only 2 of the Affordable Homes. The four remaining Affordable Homes are Units 9, 10, 18 and 19. Units 18 and 19 are constructed and have been ready for essentially immediate sale for many months. We have been advertising these two Units for sale at the asking price of \$359,000.00. By way of information, the current Maximum Allowable Price under the Agreement is \$395,022.00.

For the past year, despite our good faith efforts, we have had no further buyers, or even offers from buyers, for these Affordable Homes. (In fact, the last time we had an interested buyer for one of these homes, they elected to purchase one of the Affordable Homes we had previously sold that was then on the market for re-sale by the original purchaser.) Our efforts to sell the Affordable Homes are described on Exhibit A, attached to this letter.

We are hereby giving to the Town formal notice under the Agreement that, as of the date of deliver of this letter, we will no longer market Units 18 and 19 as Affordable Homes subject to the buyer income qualifications. Therefore, the Restricted Period will end as of that date as to Units 18 and 19. We ask that the Town confirm, within 10 days of this letter, that the marketing efforts meet the requirements of the Agreement.

18 Ocean Street, Suite 3* South Portland, ME * (207) 767-2104 Fax (207) 741-2421
www.fitzpatrickassociatesinc.com

FitzPatrick Associates, Inc. General Construction and Development

Upon the end of the 10 day period described above, this letter is our offer to sell to the Town either or both of Units 18 and 19 at our marketing asking price of \$359,000.00 (which offering is well below the "Maximum Allowable Price" under the Agreement). This offer to the Town shall remain open for the 30 day period following the end of the 10 day period, as required under the Agreement. If you wish to purchase either or both of these Units, we ask that you respond in writing exercising your right.

In the event the Town does not purchase either or both of Units 18 or 19, then upon the sale of either of those two Affordable Homes to someone other than the Town, we will request a written statement from the Town releasing those homes from the terms of the Affordability requirements, upon the required payment of any "Excess" as set forth in the Agreement. In this regard, we ask that you authorize the Town Manager to administer the sale portion of the process going forward if the Town does not elect to purchase.

So that there is no misunderstanding, we understand that we are still obligated to undertake efforts to sell the 2 remaining Affordable Homes and will proceed accordingly.

We ask that the Town proceed promptly to address this request. We have no disagreement with the requirement to which we agreed, however, holding these homes in inventory for so long is a significant cost to our company and, at this time, is only preventing these Affordable Homes from becoming actual homes to others who may want them.

Very truly yours,



Joel FitzPatrick, President

AFFORDABLE HOUSING AGREEMENT AND OPTION TO PURCHASE
(Must be recorded with the deed to the property as an Exhibit)

This AGREEMENT made this ____ day of _____, 201__, by and between THE TOWN OF CAPE ELIZABETH, a Maine municipal corporation with a mailing address of P.O. Box 6260, Cape Elizabeth, ME 04107 (the "Town") and _____, whose mailing address is _____, Cape Elizabeth, ME 04107 (the "Owner").

WITNESSETH:

WHEREAS, the Town has established an affordable housing requirement under its land use codes which is intended to encourage production of housing for households with low and moderate income as published by the Maine State Housing Authority, in accordance with the Town's Zoning Ordinance, as amended from time to time (Chapter 19, Article VII, §19-7-4) (the "Affordable Housing Ordinance"), and to broaden opportunities for home ownership for such households; and

WHEREAS, Owner has purchased Unit # ____ in the Eastman Meadows Condominium in the Town, which Unit is more particularly described on Exhibit A, attached hereto and made a part hereof, being referred to as the "Property"; and

WHEREAS, in order to fulfill the provisions of the Affordable Housing Ordinance, Owner agreed and hereby agrees to certain restrictions on the resale of the Property, including restrictions on the price at which the Property may be sold, the parties who may purchase the Property, an occupancy restriction, and the grant of an option to purchase the Property to the Town, all on the terms and conditions hereinafter provided and in accordance with Maine law, including 33 M.R.S.A. Sec. 121 *et seq.*;

NOW THEREFORE, Owner and the Town, in consideration of the conveyance of the Property to Owner, and of the mutual undertakings set forth herein, hereby agree as follows:

1. **Parties' Intent.** The terms and conditions contained herein have been freely and voluntarily accepted by the parties, each with the independent and informed advice of legal counsel. The provisions and restrictions contained herein exist to further the mutual purposes and goals of Owner and the Town set forth herein to create and preserve access to decent and affordable housing and home ownership opportunities for low and moderate-income people in the Town of Cape Elizabeth. It is the express understanding and intent of the parties that the terms and conditions hereof will enhance the marketability of the Property by making the Property affordable to **MODERATE** income families who, without such provisions, would be unable to afford property in the Town similar to the Property.

2. **Transfer to Qualified Buyer.** Except as may be set forth herein, Owner may sell, transfer, or otherwise dispose of the Property only to a Qualified Buyer, as that term is defined herein. Any purported sale, transfer or other disposition to any other person or entity done without following the procedures set forth below, or in violation of the price limitations set forth below, shall be **null and void**. For purposes hereof, the parties agree that the term

“Qualified Buyer” means a **MODERATE** income person or household as defined in Section 19-1-3 of the Zoning Ordinance, as the same may be amended, modified, superseded or replaced from time to time.

3. **Transfer to Owner’s Heirs.** If the Owner should die still owning the Property, then upon receipt of notice from the personal representative of the decedent’s estate given within ninety (90) days of the death of such Owner (or the last surviving co-owner if the Property was owned in joint tenancy), the Town shall, except for good cause shown, consent to a transfer of the Property to one or more of the following:

- A. the spouse of the deceased Owner (in cases where such spouse was not a joint tenant with Owner); or
- B. the child or children of the deceased Owner; or
- C. member(s) of the deceased Owner’s household who have resided in the Property for at least three years prior to the Owner’s death.

4. **Notice to the Town; Procedure for Sale; the Town’s Option to Purchase.**

A. In each instance that Owner intends to effect a sale, transfer or disposition of the Property to a third party, then prior to listing the Property for sale or entering into a purchase and sale agreement, or otherwise taking any steps to consummate the sale of the Property, Owner shall first give the Town written notice of such intent (the **“Notice of Intent”**) addressed to the Town at the address set forth above or at such other address as the Town shall provide to Owner by written notice.

B. Within ten (10) days of receiving the Notice of Intent, the Town shall determine (1) the qualifications and income guidelines for a Qualified Buyer hereunder, and (2) Owner’s **“Maximum Allowable Price”** as determined under Section 5, below. The Town shall communicate the results of such determinations to Owner within said ten (10) day period (the **“Notice of Determination”**).

C. Owner shall market the Property to Qualified Buyers at a price not to exceed the Maximum Allowable Price. The Town shall have the right in all cases to determine whether a proposed buyer is a Qualified Buyer, as defined herein. The Town shall have ten (10) days from the date it receives the information about a prospective buyer in which to determine if Owner’s prospective buyer is indeed a Qualified Buyer hereunder. Owner shall provide the Town with whatever reasonable information the Town requests in order to make the determinations required under this subsection. All information provided regarding any prospective Qualified Buyer shall be kept and maintained in confidence by the Town. The Qualified Buyer shall agree to be bound by the terms and conditions of this Agreement and, as part of the purchase of the Property, shall assume, in writing, all of the obligations of the **“Owner”** hereunder.

D. In the event that Owner is unable to find a ready, willing and able Qualified Buyer for the Property after marketing the property for at least 180 days (such period being the **“Restricted Period”**) following the Notice of Determination, then the Owner shall notify

the Town that it wants to market the property to non-qualified buyers. Owner grants to Town the option to purchase the Property after the expiration of the Restricted Period on the terms set forth below

(i) Owner must establish, to the Town's reasonable satisfaction, that Owner made good faith efforts to market the Property for the entire Restricted Period for sale to Qualified Buyers at a price not in excess of the Maximum Affordable Price;

(ii) Upon a determination by Town of such marketing efforts, which the Town shall make within ten days after the last day of the Restricted Period, the Town has thirty (30) days to decide if it will exercise its option to purchase the property for the Maximum Allowable Price.

(iii) If the Town decides to exercise its option to purchase, it shall provide a notice of exercise of the option (the "Notice to Exercise") to the Owner. Failure to provide a Notice to Exercise within thirty (30) days of the determination that good faith efforts have been made to market the property to Qualified Buyers shall cause the Town's option to expire.

(iv) The Town shall consummate its purchase of the Property within thirty (30) days of the date of service of the Notice to Exercise (the "Town Closing Period"). Owner shall cooperate fully with Town in Town's efforts to acquire the Property and shall take all reasonable steps necessary to clear any title defects. If the Town fails to close on the Property within the Town Closing Period for any reason other than liens voluntarily placed on the Property by Owner, then Owner shall immediately be free to sell the Property to a non-Qualified Buyer.

E. If the Town decides not to exercise its option to purchase, Owner shall be free to sell the Property to a non-Qualified Buyer at any such agreed sale price provided however, that to the extent the agreed sale price exceeds the Maximum Allowable Price (as determined pursuant to Section 5 below), then any amount between the actual sale price and the Maximum Allowable Price (the "Excess") shall be paid to the Town at the time of the closing on the sale of the Property, and such Excess is to be set aside for affordable housing purposes by the Town. Upon the payment of the Excess, if any, Owner and Owner's heirs, successors and assigns, shall thereafter be free to sell the Property free of the terms and conditions of this Agreement, which shall be deemed terminated.

F. At the request of Owner, and provided there has been full compliance by Owner with the terms of this Agreement, the Town shall execute a written statement in recordable form acknowledging such compliance, including compliance with a sale of the Property which results in the release of the Owner and the Property from the terms of this Agreement.

5. **Determination of Maximum Allowable Price.** The Maximum Allowable Price for purposes of this Agreement shall be the highest price affordable to a **MODERATE** income person or household in the Portland Metropolitan Statistical Area ("Portland MSA") as

determined by the Town based on data published by the Maine State Housing Authority ("MSHA") as of the month in which the Owner signs any purchase and sale agreement with a Qualified Buyer, other buyer (as permitted under this Agreement) or the Town (pursuant to the Town's exercise of its option). If Owner wishes to challenge MSHA's calculation of the highest price affordable to a **MODERATE** income person or household in the Portland MSA, Owner may propose another objective method of computing the Maximum Allowable Price, and the Town shall consider (but shall have no obligation to accept) the same.

6. **Construction and Duration.** The covenants contained herein shall run with the land and shall be perpetual. Owner covenants and agrees for himself, his heirs, personal representatives and assigns that the rights and restrictions contained herein shall be for the benefit of the Town, its successors and assigns, and shall be binding on all future purchasers of the Property. Owner and the Town agree and intend that this Agreement and the covenants contained herein are to be interpreted as "Affordable Housing Covenants" as defined by 33 M.R.S.A. Sec. 121 and satisfy the provisions of Section 19-7-4 C. (4) of the Affordable Housing provisions of the Land Use Ordinance.

7. **Applicability of This Agreement to Mortgagees.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall not apply to the following types of transfers of the Property:

- A. Transfers by the Owner to a mortgagee in lieu of foreclosure;
- B. Transfers by a mortgagee immediately following a transfer to such mortgagee by deed in lieu of foreclosure;
- C. Transfers by a mortgagee of Owner as a result of a foreclosure sale;
- D. Transfers by a mortgagee immediately following a transfer to such mortgagee as a result of a foreclosure; or
- E. Transfers by the transferee of any transfer described in subsection C above which results from a mortgage servicing relationship between a servicing lender and a governmental entity serving as a secondary market mortgage purchaser;

provided, however, that this Agreement shall apply in full to all subsequent transfers of the Property not described in subsections A through E of this Section 7, and any such subsequent transferees shall own the Property as an "Owner" subject in all respects to all of the terms and conditions of this Agreement. The provisions in this paragraph shall apply in the same manner to all subsequent holders of mortgages on the Property.

8. **Other Requirements Incorporated into this Agreement.** In addition to the above restrictions, the Property shall be subject to the standards set forth in the Ordinance, including without limitation, that preference shall be given first to Town residents, and then to employees of the Town in regard to any sale of the Property; that all housing units shall be owner-occupied; and that any new dwelling on a lot be located so as to allow the construction of a garage on the lot without requiring a setback variance.

9. **Disbursement of Insurance and Eminent Domain Proceeds.** In the event Owner receives proceeds as a result of a complete eminent domain taking of the Property, Owner

and the Town shall share in such proceeds such that Owner shall receive an amount equal to no more than the Maximum Allowable Price as determined under Section 5 above, with the Town receiving the balance of the proceeds, if any. If there occurs a partial eminent domain taking, or if Owner receives any insurance proceeds as a result of any casualty loss to the Property, then the parties shall share in the proceeds on a pro-rata basis, with Owner receiving a percentage of the Maximum Allowable Price based on the diminution of value of the Property, with the Town receiving the balance of the proceeds, if any.

10. **Miscellaneous.** Any sale or transfer conducted contrary to the terms and conditions contained herein shall be null and void. All sales or transfers shall be subject to all terms and conditions contained herein. If any portion of this Agreement is declared unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions hereof. Notices hereunder shall be in writing and sent by first class mail, certified, return receipt requested, addressed to the recipient at the address given above. If the Town or its successors or assigns shall change addresses, it shall give notice of the new address in the manner provided in this paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WITNESS:

THE TOWN OF CAPE ELIZABETH

By: _____

Name:

Title:

Owner

Print name:

Owner

Print name:

STATE OF MAINE
CUMBERLAND, SS

_____, 200_

Personally appeared the above-named _____, and
acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

Notary Public/Attorney at Law

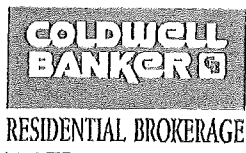
Print name:

My Commission Expires:

EXHIBIT A

PROPERTY DESCRIPTION

C:\CTSBM\O_MAS\1\69848 Town of Cape Elizabeth\Affordable Housing Agreement Rev 3_21_14_clean.docx



295 OCEAN HOUSE ROAD
CAPE ELIZABETH, ME 04107
NewEnglandMoves.com

7/16/2015

FitzPatrick Associates Inc.
18 Ocean Street Suite #3
South Portland ME 04106

Re: Eastman Meadows Condominium Moderate Income units

Joel,

Per your request is attached the information that you requested regarding the marketing / marketing time for these 2 Moderate Income units.

The Multiple Listing sheets shows 492 days on the market. Also attached are ad copies that I have run in various local newspapers as well. These papers include the Cape Courier, the Northern, Southern and central Maine issues in The Forecaster and I've advertised in the Portland Press Herald as well.

As you know you can go the www.eastmanmeadows.com and see information about the Moderate and Standard units as well.

If you would like any additional stats or information please ask I'd be glad to provide them.

Bruce Balfour

Residential Agent Synopsis

6 Tanager Lane, Unit#18, Cape Elizabeth, Maine 04107

MLS#: 1125274

Nbrhd/Assoc: Eastman Meadows

Assoc. Fee/Monthly: \$210

List Price: \$359,000

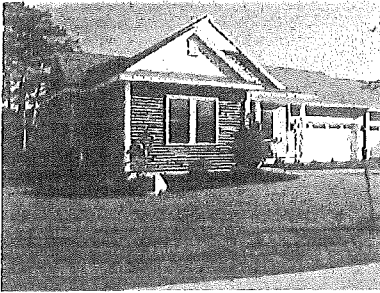
Status: Active

County: Cumberland

Seasonal: No

Original Price: \$349,000

Directions: Rte. 77 to Eastman to Tanager.

General Information

SubType: Condominium
 Rooms: 5
 Beds: 2 Baths: 2/0
 Style: Ranch
 Color: TBD
 Year Built: 2014
 Surveyed: Yes
 Road Frontage+/-:

Sqft Fin Abv Grd+/-: 1,480
 Sqft Fin Blw Grd+/-: 0
 Sqft Fin Total+/-: 1,480
 Source of Sqft: Builder
 Sqft Other Source:
 Lot Size+/-: 0 acres
 Source of Lot Size: Public Record
 Zoning: RB
 Bank Owned REO:

Water Information

Waterfront: No
 Wtr Frontage Amt+/-:
 Waterfront Owned+/-:
 Waterfront Shared+/-:

Tax/Deed/Community Information

Book/Page/Deed: 0/00/
 Map/Block/Lot: R04//18-20
 Full Tax Amt/Yr:
 Tax ID: 6Tanager
 Lane18CapeElizR0418-20

Interior Information

Room Type	Lvl	Dimensions	Room Features
Bedroom	1		
Dining	1		Dining Area
Kitchen	1		
Living	1		Cathedral Ceiling
Master Bedroom	1		

Appliances: Dishwasher, Disposal, Microwave, Range-Electric, Refrigerator

Condominium Information

Unit Type:	Condo	Floor #:	Building #:	Units in Building:
# of Buildings:		FHA Certificate:	Total Units:	4
				Weekly Rental Allowed:

Property Features

Utilities On:	2 Ditch Houses on 1 Lot:
Site:	Construction: To Be Built, Wood Frame
Driveway:	Basement Info: Full, Unfinished
Parking:	Foundation Materials: Poured Concrete
Location:	Exterior: Vinyl Siding
Restrictions:	Roof: Shingle
Rec. Water:	Heat System: Baseboard, Forced, Hot Water
Roads:	Heat Fuel: Propane
Transportation:	Water Heater: Off Heating System
Electric:	Cooling: No Cooling
Gas:	Floors: Carpet, Vinyl, Wood
Waste Wtr Disp:	Veh. Storage: 1 Car, Attached
Water:	Amenities: 1st Floor Bedroom
Equipment:	Access. Amenities: 32-36 Inch Doors
Basement Entry:	View:

Remarks

Remarks: This is a town required moderate income unit offered at a considerable discount. Qualifications and restrictions apply. Built to the same standard as the regular priced units!!

Showing Instructions: Call Listing Broker

Internal Remarks: Photos are of similar units. If improvements are made, brokers compensation is on base price....

Listing/Agent/Office Information

DOM:	492	List Date:	03/11/14	Expiration Date:	09/11/15	Termination Date:
Pending Date:		Withdrawn Date:		Agent Cell Phone:	(207) 318-1661	Buyer Agency Fee:
List Agent:	Bruce Balfour			Agent Phone:	(207) 831-0166	Sub Agency Fee:
List Agent Email:	bruce.balfour@nemoves.com					Trans Broker Fee:
List Office:	Coldwell Banker Residential Brokerage			Office Phone:	(207) 799-5000	
	(1366)					

MAINE
LIVING

Prepared By: Bruce Balfour Raye Balfour. Generated on 07/16/2015 1:46:41 PM



The information on MLS listings has been assembled from various sources of varying degrees of reliability.
 Any information that is critical to your buying decision should be independently verified.
 All dimensions are approximate and not guaranteed. Copyright MREIS, Inc. © 2015

Residential Agent Synopsis

4 Tanager Lane, Unit#19, Cape Elizabeth, Maine 04107

MLS #: 1125287

Nbrhd/Assoc: Eastman Meadows

Assoc. Fee/Monthly: \$210

List Price: \$359,000

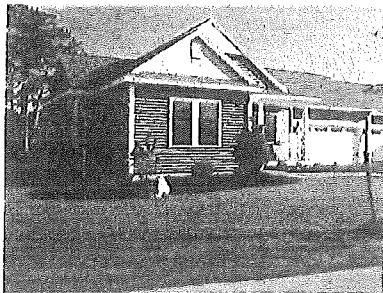
Status: Active

County: Cumberland

Seasonal: No

Original Price: \$349,000

Directions: Rte. 77 to Eastman to Tanager,

General Information

SubType: Condominium
 Rooms: 5
 Beds: 2 Baths: 2/0
 Style: Ranch
 Color: TBD
 Year Built: 2014
 Surveyed: Yes
 Road Frontage+/-:

Sqft Fin Abv Grd+/-: 1,480
 Sqft Fin Blw Grd+/-: 0
 Sqft Fin Total+/-: 1,480
 Source of Sqft: Builder
 Sqft Other Source:
 Lot Size+/-: 0 acres
 Source of Lot Size: Public Record
 Zoning: RB
 Bank Owned REO:

Water Information

Waterfront: No
 Wtr Frontage Amt+/-:
 Waterfront Owned+/-:
 Waterfront Shared+/-:

Tax/Deed/Community Information

Book/Page/Deed: 0/00/
 Map/Block/Lot: R04//18-20
 Full Tax Amt/Yr:

Tax ID: 4Tanager
 Lane19CapeEllzR0418-20

Interior Information

Room Type	Lvl	Dimensions	Room Features
Bedroom	1		
Bedroom	1		
Dining	1		Dining Area
Kitchen	1		
Living	1		Cathedral Ceiling
Master Bedroom	1		

Appliances: Dishwasher, Disposal, Microwave, Range-Electric, Refrigerator

Unit Type:
of Buildings:

Condo

Floor #:
FHA Certificate:Condominium InformationBuilding #:
Total Units:Units in Building: 4
Weekly Rental Allowed:Property FeaturesUtilities On:

Site: Level, Sidewalks, Well Landscaped

Driveway: Paved

Parking:

Location: Abuts Conservation, Near Country Club,

Near Golf Course

Restrictions: Other Restrictions

Rec. Water:Roads:

Transportation: Association, Paved

Electric:

Gas: Circuit Breakers

Waste Wtr Disp:

Water: Bottled, Underground

Equipment:

Basement Entry: Public

Construction:

Foundation Materials:

Exterior:

Roof: Shingle

Heat System: Baseboard, Forced, Hot Water

Heat Fuel: Propane

Water Heater: Off Heating System

Cooling: No Cooling

Floors: Carpet, Vinyl, Wood

Veh. Storage: 1 Car, Attached

Amenities: 1st Floor Bedroom, Walk-in Closet

Access. Amenities: 32-36 Inch Doors

View:

Remarks

Remarks: This is a town required moderate income unit offered at a considerable discount. Qualifications and restrictions apply. Built to the same standard as the regular priced units!!

Showing Instructions: Call Listing Broker

Internal Remarks: Photos are of similar units. If improvements are made, brokers compensation is on base price!!

Listing/Agent/Office Information

DOM: 492

List Date: 03/11/14

Expiration Date: 09/11/15

Termination Date:

Pending Date:

Withdrawn Date:

Agent Cell Phone:

Buyer Agency Fee:

List Agent:

Bruce Balfour Raye Balfour (016992)

Agent Phone:

(207) 831-0166

Sub Agency Fee:

List Agent Email:

bruce.balfour@nemoves.com

Office Phone:

(207) 799-5000

Trans Broker Fee:

List Office:

Coldwell Banker Residential Brokerage

(1366)

MAINE
Listings

Prepared By: Bruce Balfour Raye Balfour. Generated on 07/16/2015 1:46:41 PM



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 Any information that is critical to your buying decision should be independently verified.
 All dimensions are approximate and not guaranteed. Copyright MREIS, Inc. © 2015

Search Criteria

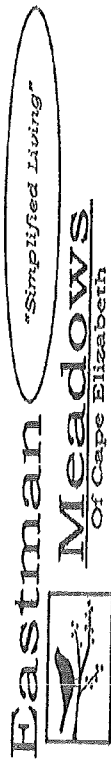
Status is 'Active'

Property Type is one of 'Residential', 'Commercial', 'Land', 'Multi Family'

List Agent MUI is 45600725

Co List Agent MUI is 45600725

Selected 2 of 5 results.

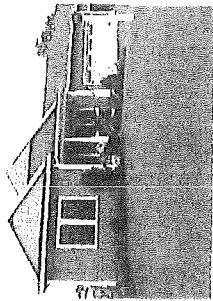


www.eastmanmeadows.com

Units available for Summer occupancy

Town required Moderate Income units
At considerable discounts

CALL FOR PRICING



Bruce Balfour 799-8551 x7114
Coldwell Banker Residential Brokerage



Owned and operated by NRT

Eastman

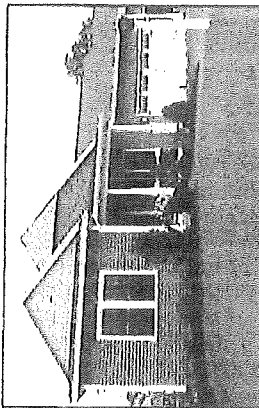
"Simplified Living"



Meadows

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NOW OFFERING

Town required Moderate Income
units at considerable discounts

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Residential Brokerage

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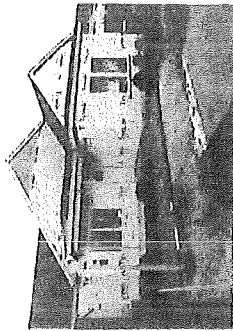
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Meadows

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\$349K

Under Construction

Town required Moderate Income units
\$40,000 +- discounts

CALL FOR DETAILS

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BANKER**

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