

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

Location of Construction: <b>19 Pine Street 04102</b>		Owner: <b>Sarah Dayton President Dayton Properties, Inc.</b>		Phone: <b>207-879-7771</b>	Permit No: <b>990792</b>
Owner Address: <b>219 Brackett St. Portland, ME 04102</b>		Lessee/Buyer's Name:		Phone:	BusinessName:
Contractor Name: <b>Dayton Construction-Greg Dayton</b>		Address: <b>219 Brackett Street 04102</b>		Phone: <b>879-7771</b>	
Past Use: <b>Office/Classrooms</b>		Proposed Use: <b>2 Unit residential and 1 Unit Commercial/Office</b>		COST OF WORK: \$	PERMIT FEE: \$ <b>30.00</b>
		FIRE DEPT. <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group <b>3B</b> Type <b>3B</b>	
		Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	
Proposed Project Description: <b>Change the use of the building from office/classroom space to 2 residential units (2nd &amp; 3rd floor) and 1 commercial/ office unit (1st floor)</b>		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied	
Signature: _____		Signature: _____		Date: _____	
Permit Taken By: <b>sb</b>		Date Applied For: <b>8-30-99</b>		Zoning Approval: <input checked="" type="checkbox"/> Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan maj <input type="checkbox"/> minor <input type="checkbox"/> Imm <input type="checkbox"/>	

**PERMIT ISSUED**  
SEP 13 1999  
**CITY OF PORTLAND**

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. 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..

**\*\*\*Send To: Greg Dayton  
Dayton Construction  
219 Brackett St.  
Portland, ME 04102**

**PERMIT ISSUED  
WITH REQUIREMENTS**

**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 provisions of the code(s) applicable to such permit

**8-30-99**

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	PHONE:
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE			PHONE:

**Zoning Appeal**

Variance  
 Miscellaneous  
 Conditional Use  
 Interpretation  
 Approved  
 Denied

**Historic Preservation**

Not in District or Landmark  
 Does Not Require Review  
 Requires Review

Action: **any exterior work requires a separate review**

Approved  
 Approved with Conditions  
 Denied

Date: **9/13/99**

**CEO DISTRICT** 3

**BUILDING PERMIT REPORT**

DATE: 31 Aug. 99 ADDRESS: 19 Roe St. CBL: 055-E-015  
 REASON FOR PERMIT: Change of use office to 2 dwellings and office.  
 BUILDING OWNER: Dayton Properties, Inc.  
 PERMIT APPLICANT: 11 Contractor Dayton Coast.  
 USE GROUP R-3 / B CONSTRUCTION TYPE 3 B

The City's Adopted Building Code (The BOCA National Building Code/1996 with City Amendments)  
 The City's Adopted Mechanical Code (The BOCA National Mechanical Code/1993)

**CONDITION(S) OF APPROVAL**

This permit is being issued with the understanding that the following conditions are met: \*1 \*9 \*10 \*11 \*12 \*13 \*15  
\*16 \*17 \*18 \*19 \*20 \*22 \*25 \*29 \*30 \*32 \*33 \*35 \*36 \*37 \*38  
 Approved with the following conditions: \_\_\_\_\_

1. This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
2. Before concrete for foundation is placed, approvals from the Development Review Coordinator and Inspection Services must be obtained. (A 24 hour notice is required prior to inspection) **ALL LOT LINES SHALL BE CLEARLY MARKED BEFORE CALLING.**
3. Foundation drain shall be placed around the perimeter of a foundation that consists of gravel or crushed stone containing not more than 10 percent material that passes through a No. 4 sieve. The drain shall extend a minimum of 12 inches beyond the outside edge of the footing. The thickness shall be such that the bottom of the drain is not higher than the bottom of the base under the floor, and that the top of the drain is not less than 6 inches above the top of the footing. The top of the drain shall be covered with an approved filter membrane material. Where a drain tile or perforated pipe is used, the invert of the pipe or tile shall not be higher than the floor elevation. The top of joints or top of perforations shall be protected with an approved filter membrane material. The pipe or tile shall be placed on not less than 2" of gravel or crushed stone, and shall be covered with not less than 6" of the same material. Section 1813.5.2
4. Foundations anchors shall be a minimum of 1/2" in diameter, 7" into the foundation wall, minimum of 12" from corners of foundation and a maximum 6' o.c. between bolts. (Section 2305.17)
5. Waterproofing and dampproofing shall be done in accordance with Section 1813.0 of the building code.
6. Precaution must be taken to protect concrete from freezing. Section 1908.0
7. It is strongly recommended that a registered land surveyor check all foundation forms before concrete is placed. This is done to verify that the proper setbacks are maintained.
8. Private garages located beneath habitable rooms in occupancies in Use Group R-1, R-2, R-3 or I-1 shall be separated from adjacent interior spaces by fire partitions and floor/ceiling assembly which are constructed with not less than 1-hour fire resisting rating. Private garages attached side-by-side to rooms in the above occupancies shall be completely separated from the interior spaces and the attic area by means of 1/2 inch gypsum board or the equivalent applied to the garage means of 1/2 inch gypsum board or the equivalent applied to the garage side. (Chapter 4, Section 407.0 of the BOCA/1996)
9. All chimneys and vents shall be installed and maintained as per Chapter 12 of the City's Mechanical Code. (The BOCA National Mechanical Code/1993). Chapter 12 & NFPA 211
10. Sound transmission control in residential building shall be done in accordance with Chapter 12, Section 1214.0 of the City's Building Code.
11. Guardrails & Handrails: A guardrail system is a system of building components located near the open sides of elevated walking surfaces for the purpose of minimizing the possibility of an accidental fall from the walking surface to the lower level. Minimum height all Use Groups 42", except Use Group R which is 36". In occupancies in Use Group A, B, H-4, I-1, I-2, M and R and public garages and open parking structures, open guards shall have balusters or be of solid material such that a sphere with a diameter of 4" cannot pass through any opening. Guards shall not have an ornamental pattern that would provide a ladder effect. (Handrails shall be a minimum of 3e4" but not more than 38". Use Group R-3 shall not be less than 30", but not more than 38".) Handrail grip size shall have a circular cross section with an outside diameter of at least 1 1/4" and not greater than 2". (Sections 1021 & 1022.0) - Handrails shall be on both sides of stairway. (Section 1014.7)
12. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
13. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 1/2" maximum rise. All other Use Group minimum 11" tread, 7" maximum rise. (Section 1014.0)
14. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6'8") 1014.4
15. Every sleeping room below the fourth story in buildings of Use Groups R and I-1 shall have at least one operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside without the use of special knowledge or separate tools. Where windows are provided as means of egress or rescue they shall have a sill height not more than 44 inches (1118mm) above the floor. All egress or rescue windows from sleeping rooms shall have a minimum net clear opening height dimension of 24 inches (610mm). The minimum net clear opening width dimension shall be 20 inches (508mm), and a minimum net clear opening of 5.7 sq. ft. (Section 1018.6)

**THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED**

**Building or Use Permit Pre-Application  
Attached Single Family Dwellings/Two-Family Dwelling  
Multi-Family or Commercial Structures and Additions Thereto**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

**NOTE\*\*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 (include Portion of Building): <b>19 Pine Street 04102</b>		
Total Square Footage of Proposed Structure <b>bldg. will remain 2,780 s.f.</b>	Square Footage of Lot <b>2,340 s.f.</b>	
Tax Assessor's Chart, Block & Lot Number Chart# <b>55</b> Block# <b>E</b> Lot# <b>15</b>	Owner: <b>Dayton Properties, Inc. Sarah Dayton, President</b>	Telephone#: <b>207-879-7771</b>
Owner's Address: <b>219 Brackett Street Portland, Maine 04102</b>	Lessee/Buyer's Name (If Applicable)	Cost Of Work: <b>\$ 550.00</b> Fee <b>\$ 30.00</b>
Proposed Project Description:(Please be as specific as possible) <b>change use of building from office/classroom space to 2 residential units (2nd + 3rd floor) and 1 commercial/office unit (1st floor)</b>		
Contractor's Name, Address & Telephone <b>Dayton Construction - Greg Dayton 879-7771 * 219 Brackett Street 04102</b>		Rec'd By <b>UB</b>
Current Use: <b>offices/classrooms</b>	Proposed Use: <b>2 unit + commercial space</b>	

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

**MIXED USE**

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must include the following with your application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan/Site Plan

Minor or Major site plan review will be required for the above proposed projects. The attached checklist outlines the minimum standards for a site plan.

**4) Building Plans**

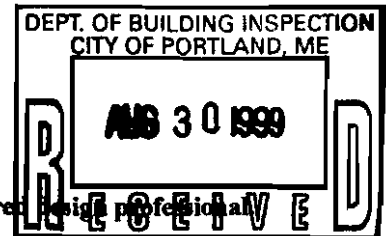
Unless exempted by State Law, construction documents must be designed by a registered design professional.

A complete set of construction drawings showing all of the following elements of construction:

- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

**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/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: <b>Sarah W. Dayton</b>	Date: <b>8-26-99</b>
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Building Permit Fee: \$30.00 for the 1st \$1000.cost plus \$6.00 per \$1,000.00 construction cost thereafter.

Additional Site review and related fees are attached on a separate addendum

The following State law governs technical submission requirements for building plans as well as site development. The law explains the *exemptions*, please read it CAREFULLY and our staff will answer any question that you may have.

2. Technical submissions; construction or development. Nothing in this chapter may be construed to prevent any person from preparing technical submissions for, or administering construction contracts in, the erection, construction or development of:

- A. Detached single or 2-family dwellings, including those to be utilized for home occupations, as defined by local ordinances, and sheds, storage buildings and garages incidental to the dwellings; [1991, c. 874, §3 (amd).]
- B. Farm buildings, including barns, silos, sheds or housing for farm equipment and machinery, livestock, poultry or storage, if the structures are designed to be occupied by no more than 10 persons; [1991, c. 874, §3 (amd).]
- C. Alterations, renovations or remodeling of a building when the cost of the work contemplated by the design does not exceed 15% of the assessed value of the building or \$50,000, whichever is the lesser, or does not require the issuance of a permit under applicable building codes, or when the work involves those structures as provided in paragraphs A, B, F, G and H or when the work involves interior design services performed by a certified interior designer; [1993, c. 680, Pt. A, §28 (rpr).]
- D. [1991, c. 396, §21 (rp).]
- E. [1991, c. 396, §21 (rp).]
- F. Buildings that do not have as their principal purpose human occupancy or habitation; [1991, c. 874, §4 (new).]
- G. Single-story, above-grade buildings of less than 1,000 square feet that are designed to be occupied by no more than 10 persons; and [1991, c. 874, §4 (new).]
- H. Preengineered manufactured buildings. For the purposes of this section, "preengineered manufactured building" means a structural unit, other than a dwelling, that is designed by a person licensed as an engineer in the State and is constructed in a manufacturing facility. [1991, c. 874, §4 (new).]  
[1993, c. 680, Pt. A, §28 (amd).]

Section History:

1977, c. 463, § 3 (NEW). 1991, c. 396, § 21 (RPR). 1991, c. 874, § 2-4 (AMD). 1993, c. 349, § 65 (AMD). 1993, c. 389, § 16-18 (AMD). 1993, c. 680, § A28 (AMD).

32 § 227. Enforcement

It shall be the duty of all duly constituted law enforcement officers of the State and all political subdivisions thereof to enforce this chapter and to prosecute any persons violating this chapter. [1977, c. 463, § 3 (new).]

Section History:

1977, c. 463, § 3 (NEW).

32 § 228. Penalties

Violation of any provision of this chapter shall be a Class E crime punishable by a fine of not less than \$100 nor more than \$500, or by imprisonment for not more than 3 months, or by both. [1977, c. 463, § 3 (new).]

The State may bring an action in Superior Court to enjoin any person from violating this chapter, regardless of whether proceedings have been or may be instituted in the Administrative Court or whether criminal proceedings have been or may be instituted. [1983, c. 413, § 12 (new).]

Section History:

1977, c. 463, § 3 (NEW). 1983, c. 413, § 12 (AMD).

- 1.) The first floor unit will remain as is and will be leased/occupied by a commercial tenant for office or retail space.
- 2.) The second floor unit would require an opening <sup>(which previously existed)</sup> to be created from the kitchen to dining area and a wall to be built between the kitchen and common hallway. The wall will be constructed with 2 sheets of  $5/8$ " sheetrock on each side of  $2 \times 4$  stud framing spaced  $16$ " on center. We will use batten insulation between stud framing. There already exists a kitchen and full bath in this unit.
- 3.) The third floor unit already has a small kitchen and full bath. We will only need to replace the kitchen counter and sink.

\* As this was once a 3 unit building, all units have 2 egresses, smoke detectors and gfcı outlets in the appropriate places.

\* See Attached Diagrams

Applicant: Dayton Properties  
Address: 19 Pine St

Date: 9/13/99  
C-B-L: 55-E-15

CHECK-LIST AGAINST ZONING ORDINANCE

Date - Existing 1849

Zone Location - B-1 using R-6 for residential

Interior or corner lot -

Proposed Use/Work - Change of use from office & classrooms to -  
2 residential (2<sup>nd</sup>, 3<sup>rd</sup> floor) & 1 Commercial (1<sup>st</sup> floor)

Sewage Disposal - City

↓  
existing

Lot Street Frontage -

Front Yard -

Rear Yard -

Side Yard -

existing

Projections -

Width of Lot -

Height -

Lot Area - 2340<sup>sq</sup> ft existing

Lot Coverage/ Impervious Surface -

Area per Family - 1000<sup>sq</sup> / unit = 2,000<sup>sq</sup> req - 2,340<sup>sq</sup> shown

Off-street Parking - 3 ~~cars~~ <sup>per spec</sup> req. for new units - 3 ~~cars~~ <sup>cars</sup> + shown

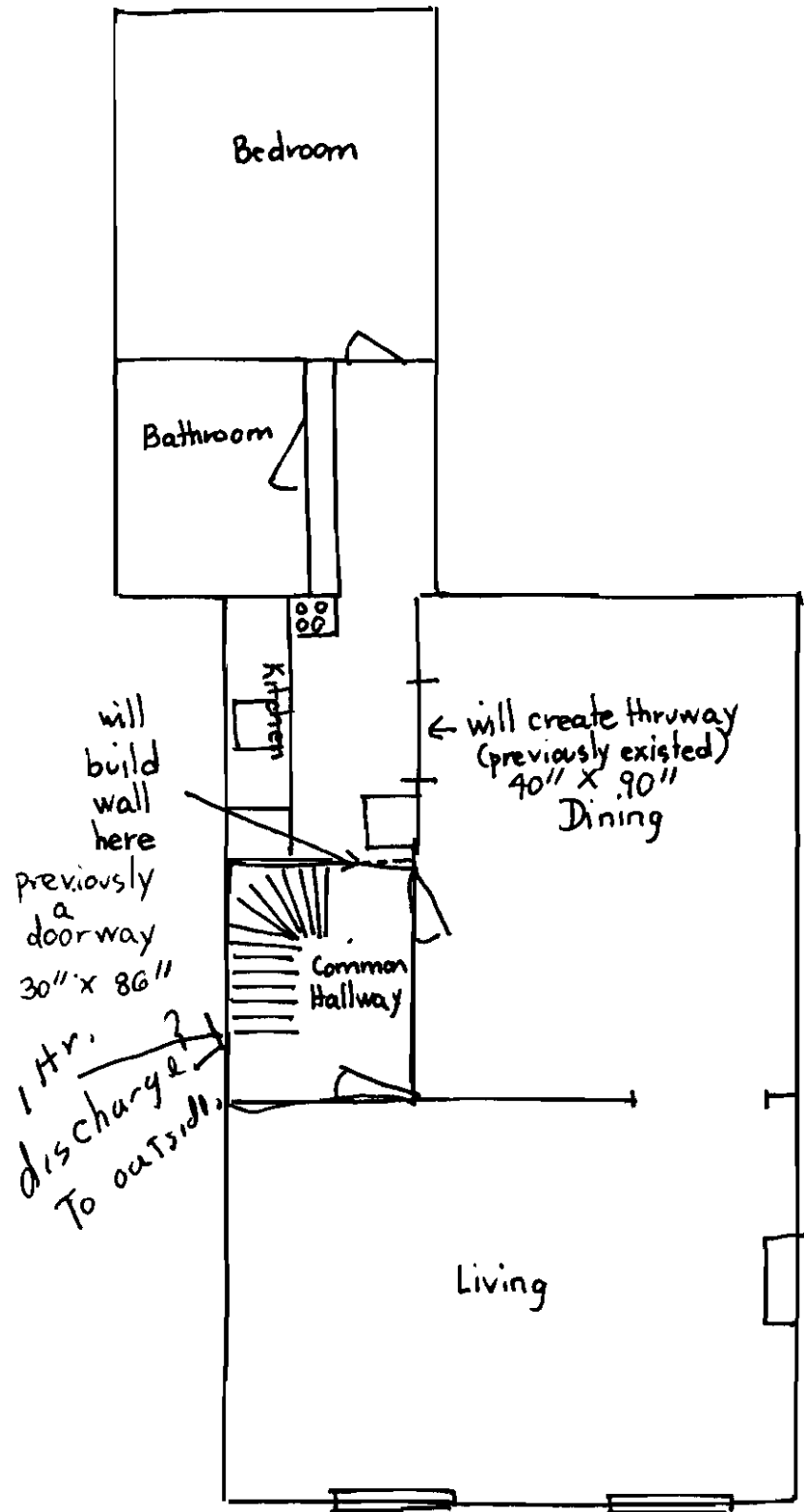
Loading Bays -

Site Plan - N/A

Shoreland Zoning/ Stream Protection - N/A

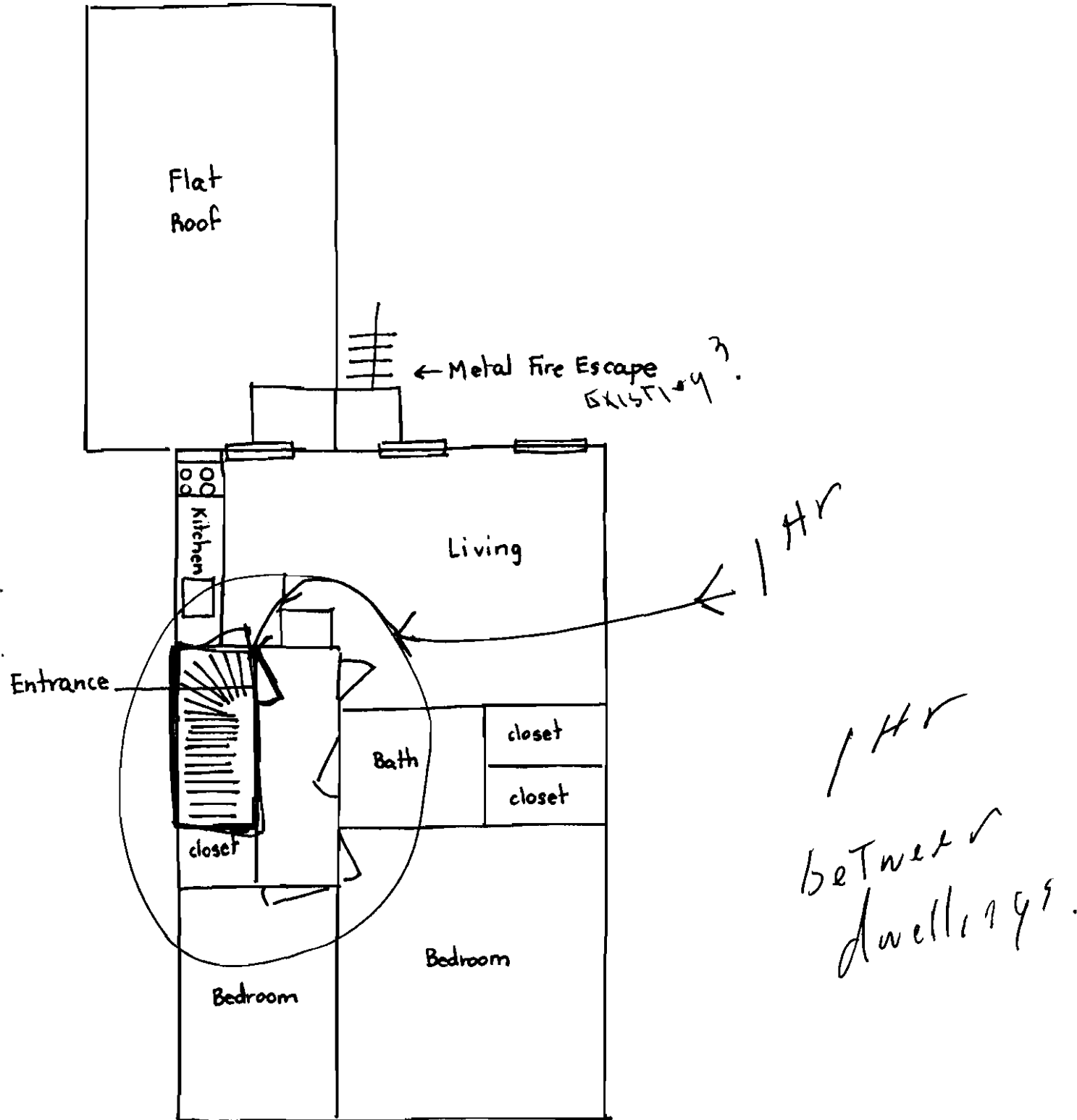
Flood Plains - N/A

# 2nd Floor Apartment



# 3rd Floor Apartment

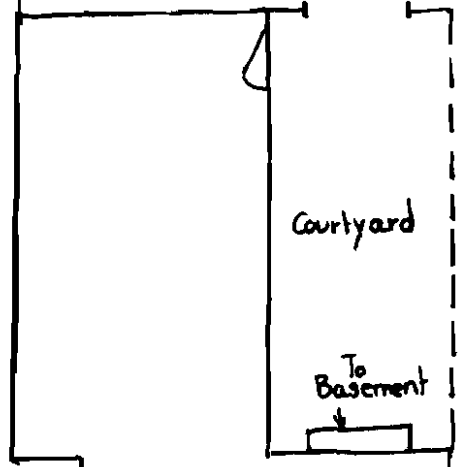
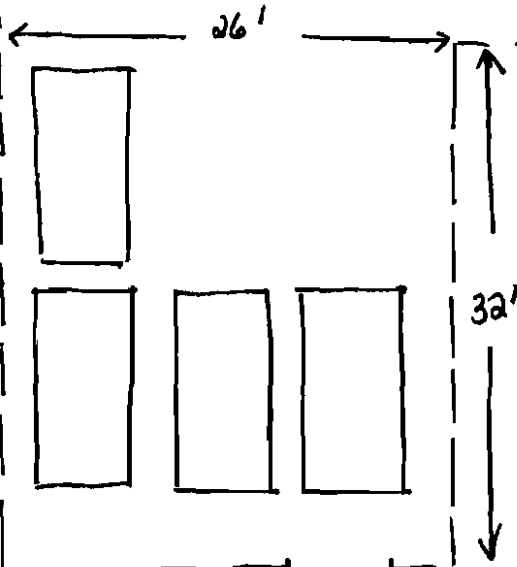
\*minor cosmetic work required





City Passageway

PARKING



2 1/2 hr  
Fire resistance  
rating between  
office & residential.

19 Pine Street  
(First floor office/commercial)

Although we purchased this building on June 9, 1999, we still have not received a copy of the recorded deed. We are, therefore, providing a copy of our contract for the purchase of 17 and 19 Pine Street.

**CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE**

RECEIVED of Sarah Dayton and/or assigns, whose mailing address is \_\_\_\_\_, (hereinafter called the "Purchaser"), this 10<sup>th</sup> day of March, 1999, the sum of Ten Thousand 00/100 Dollars (\$10,000.00) as earnest money deposit toward purchase of real estate located at 17 and 19 Pine Street in the city/town of Portland County of Cumberland, State of Maine, described as follows 17 Pine Street, Book 11213 and 19 Pine Street, Book 8876, Page 0286 and being more fully described at said County's Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_, upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable All stoves, refrigerators, window coverings and other property associated with the operation of the building (see addendum))
2. **PURCHASE PRICE:** The total Purchase Price is Three hundred and Seventy Thousand 00/100 Dollars (\$370,000.00), with payment to be made as follows:  

Earnest money deposit received on this date: <i>within 48 hours of acceptance</i>	\$ <u>10,000.00</u>
Other: _____	\$ _____
Other: _____	\$ _____
Balance due at closing, in cash or certified funds:	\$ <u>360,000.00</u>
3. **EARNEST MONEY/ACCEPTANCE:** Fishman Realty Group ("Escrow Agent") shall hold said earnest money in a non-interest bearing account and act as escrow agent until closing; this offer shall be valid until March 12, 1999 at 5:00 (AM/PM). In the event of the Seller's non-acceptance of this offer, the earnest money shall be returned promptly to the Purchaser.
4. **TITLE:** That a deed, conveying the premises in fee simple with good and marketable title in accordance with Standards of Title adopted by the Maine Bar Association shall be delivered to the Purchaser and this transaction shall be closed and Purchaser shall pay the Purchase Price as provided herein and execute all necessary papers for the completion of the purchase on or before 90 days of the effective date of contract, 49. If Seller is unable to convey title to the premises in accordance with the provisions of this paragraph, then the Seller shall have a reasonable time period, not to exceed 30 days from the time the Seller receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is marketable title, the Purchaser may within 30 days thereafter, at Purchaser's option, withdraw said earnest money and neither party shall have any further obligation hereunder. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.
5. **DEED:** That 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 and usual public utilities servicing the premises and shall be subject to applicable land use and building laws and regulations.
6. **LEASES/TENANT SECURITY DEPOSITS:** Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
7. **POSSESSION/OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser immediately at closing unless otherwise agreed by both parties in writing.
8. **RISK OF LOSS:** Until transfer of title, the risk of loss or damage to said premises by fire or otherwise is assumed by the Seller unless otherwise agreed in writing. Said premises shall at closing be in substantially the same condition as at present, excepting reasonable use and wear.
9. **PRORATIONS:** The following items shall be prorated as of the date of closing:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
  - b. Fuel
  - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing.
  - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
  - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional rents received by Seller pursuant to lease of the property.
  - f. \_\_\_\_\_

10. **INSPECTIONS:** Purchaser is advised to seek information from professionals regarding any specific issue of concern. Purchaser acknowledges receipt of disclosure form attached hereto. The Selling Agent and Listing Agent make no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days	g. Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days	h. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>    </u> days	i. ADA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>    </u> days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>    </u> days	j. Wetlands	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>    </u> days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>    </u> days	k. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>20</u> days
f. Asbestos Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>    </u> days	l. Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Within <u>    </u> days

The use of days is intended to mean from the Effective Date of the Contract. All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying Seller in writing within the specified number of days set forth above, and said earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of inspection(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION.** Purchaser shall have 7 days from the effective date of the Contract to review leases of the property and income and expense information regarding the property, which leases and information Seller shall make available to Purchaser at a convenient time and location. If the result of the review is unsatisfactory to the Purchaser, Purchaser may declare the Contract null and void by notifying the Seller in writing within the specified number of days set forth herein, and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the review is unsatisfactory within the time period set forth herein, this contingency is waived by Purchaser.
12. **FINANCING:** Purchaser's obligation to close hereunder is contingent upon Purchaser's obtaining within 60 days from the effective date of this contract a written commitment (the "Commitment") from the lender for a mortgage loan of not less than 90 % of the purchase price at an initial interest rate not to exceed 9 % per annum and amortized over a period of not less than 20 years. Purchaser acknowledges that a breach of this good faith obligation to seek and accept financing on the above-described terms shall be a breach of this Contract.

In the event that the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller within 60 days from the effective date of this contract, then Seller shall return the earnest money to Purchaser and this Contract shall terminate and neither party shall be under any further obligation hereunder. If Purchaser does not notify Seller that he has failed to obtain the Commitment within the time set forth above, then Purchaser shall be and is deemed to have satisfied and/or waived this financing contingency.

13. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that they have been informed that Malone Commercial Brokers, Inc. ("Selling Agent") is acting as a Buyer's agent in this transaction and is representing Buyer and that Fishman Realty Group ("Listing Agent") is acting as a Seller's agent in this transaction and is representing the Seller (both Selling Agent and Listing Agent are hereinafter called "Brokers").
14. DEFAULT: If the Purchaser fails to perform any of the terms of this Contract, Seller shall have the option of either retaining the earnest money as full and complete liquidated damages or employing all available legal and equitable remedies. Should Seller elect to retain the earnest money, this Contract shall terminate and neither party shall be under any further obligation hereunder. In the event of default by either party, the Escrow Agent shall not return the earnest money to Purchaser or Seller without written releases from both parties. If a dispute arises between Purchaser and Seller as to the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, Escrow Agent shall file an action in interpleader and deposit the earnest money in the court to resolve said dispute. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said dispute.
15. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
16. PRIOR STATEMENTS: This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
17. HEIRS/ASSIGNS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
18. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefax copies, with the same binding effect as if all of the signatures were on one instrument.
19. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract.
20. Seller and Purchaser acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency relationship Form (Form 1).
21. ADDENDA: This contract has addenda containing additional terms and conditions: Yes  No

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller furnishes to the Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of Maine or the transfer is otherwise exempt from withholding.

Sarah Dayton  
Legal Name of Purchaser

\_\_\_\_\_  
Soc. Sec. # or Tax I.D. #

Sarah W. Dayton  
Signature

\_\_\_\_\_  
Name/Title, there unto duly authorized

Seller accepts Purchaser's offer and agrees to deliver the premises at the price and upon the terms and conditions set forth above and agrees to pay the Broker the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of N/A. In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Broker and (2) Seller; provided, however, that the Brokers' portion shall not exceed the full amount of the commission specified.

Signed this 12<sup>th</sup> day of March, 1999

Salt, Inc.  
Seller

Tax I.D. 01-0353371  
Soc. Sec.# or Tax I.D.#

Parade G. Wood  
Signature

President  
Name/Title, there unto duly authorized

\_\_\_\_\_  
Escrow Agent

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

The Listing Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

The Selling Agent is \_\_\_\_\_ of \_\_\_\_\_ (Agency)

EFFECTIVE DATE OF CONTRACT: 3/12, 1999.