



Jeff Levine, AICP, Director  
Planning & Urban Development Department

Ann Machado  
Zoning Administrator

**CITY OF PORTLAND ZONING BOARD OF APPEALS**

**Conditional Use Appeal Application**

**Applicant Information:**

Heather Thompson / Mario Proia  
NAME

Ten Pin LLC  
BUSINESS NAME

9 Adams St. Peaks Island  
BUSINESS ADDRESS

207-653-1392 heather@tjwhome.com  
BUSINESS TELEPHONE & E-MAIL

Under contract to purchase property  
APPLICANT'S RIGHT/TITLE/INTEREST

Retail and Personal Service  
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:  
2 unit residential

**Subject Property Information:**

2 Island Ave, Peaks Island  
PROPERTY ADDRESS

84-R-30  
CHART/BLOCK/LOT (CBL)

Carolyn Parker  
PROPERTY OWNER (If Different)

ADDRESS (If Different)

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY  
SECTION 14- 224  
14-332

**TYPE OF CONDITIONAL USE PROPOSED:**

Mixed use 4 residential apartments, one office + storage  
for residential construction company

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. The volume and type of vehicle traffic to be generated, hours of operation, expense of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and
2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and
3. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.

NOTE: If site plan approval is required, attach preliminary or final site plan.

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

Heather Thompson / Mario Proia  
SIGNATURE OF APPLICANT

11-14-16  
DATE



Ten Pin LLC  
9 Adams Street  
Peaks Island, ME 04108  
[heather@tjwhome.com](mailto:heather@tjwhome.com) 207-653-1392

Zoning Board of Appeals  
389 Congress St, Portland ME 04101

11-16-16

**Memo Regarding Conditional Use Appeal Application:** 2 Island Ave, Peaks Island

To Whom It May Concern:

This memo will describe how the proposed changes to 2 Island Ave meet the conditions for the Conditional Use Appeal.

***Conditions:***

*a. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone;*

We are proposing 4 residential apartments and one office with storage. Any traffic created by the inhabitants of the apartments and office will be consistent with traffic in the IR-2 zone and the I-B zone which includes the Inn on Peaks Island, the Lions Club (right next door), the Island House Restaurant (2 properties down Island Ave), the Ice Cream Shop, Peaks Café and Hannigan's Island Market. The proximity to the ferry greatly reduces the need for a vehicle for inhabitants of the apartments. The office will operate from 8 to 5, this is consistent with other businesses on the Island and will create very little vehicle traffic.

The proposed office/storage area does not need conditional use approval; it is allowed "by right" under Sec 14-223(b). In addition, additionally, the parking requirement is not part of the conditional use review and will be dealt with during the later permitting/subdivision phase.

*b. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter;*

The building is served by public sewer, and the apartments will confirm to City of Portland building code. There will be no excess noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter created by the operation of the office and or the residential apartments.

*c. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading, deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses or other allowable uses in the zone.*

There are no new proposed structures. All business-related activity will happen during business hours. Waste generation will be consistent with residential activity, office waste will be minimal (paper recycling, minimal trash). Any new signs will be minimal, unlighted. Materials will be stored within the building.

**Sec. 14-224. Conditional uses.**

*The following uses are permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) of this article and any special provisions, standards or requirements specified below:*

*(a) Two-, three- or four-family dwelling, provided that:*

*1. No open outside stairways or fire escapes above ground floor shall be constructed or have been constructed in the immediately preceding five (5) years;*

There is a permitted outside fire escape that serves the 2<sup>nd</sup> floor apartment in the front of the building. The fire escape was built in 2000.

*2. A below-grade dwelling unit shall be permitted only if access is provided directly to the outside of the building;*

The proposed grade level apartment sits at grade and has direct access to the outside.

*3. Density shall be determined by the most restrictive abutting residential zone, except for those lots which are served by public water and sewer, where density shall be determined by the City of Portland Land Use Code of Ordinances Chapter 14 Sec. 14-224 Rev.1-18-2012 14-289 least restrictive abutting residential zone. If no residential zone is abutting, density shall be determined by the nearest residential zone. Residential uses shall meet the requirements of such abutting or nearest residential zone;*

The abutting residential zone, IR-2, does not have a density requirement.

*4. Any additions or exterior alterations shall be compatible with the original architecture of the building. The exterior design of new construction, including the architectural style, facade materials, roof pitch, building form, and height shall be compatible with neighboring properties;*

There are no exterior alterations currently planned. Any future changes in cladding materials/windows/roof pitch/form/ height will be consistent with the residential buildings on Peaks Island (clapboards/gable end roof) and will meet current building and zoning requirements.

*5. No existing dwelling unit shall be decreased to less than one thousand (1,000) square feet of floor area;*

The 2 existing apartments will not be reduced from their current sizes.

*6. No additional dwelling unit shall have less than six hundred (600) square feet of floor area, exclusive of common hallways and storage in basement and attic;*

Both proposed units are larger than 600 sf.

*7. All sanitary waste shall be disposed of by a public sewer, subsurface sewerage system or other method in compliance with all applicable federal, state and local regulations;*

The building is served by public sewer and water.

*8. The proposed conversion has sufficient water for the needs of the dwellings and will not cause an unreasonable burden on an existing water supply nor adversely affect groundwater resources;*

The building is served by public sewer and water.

**Additional Notes:**

The proposed storage area #2 is meant to be storage for the adjacent apartment, it will not be rented separately from the apartment.

Thank you,



Heather Thompson

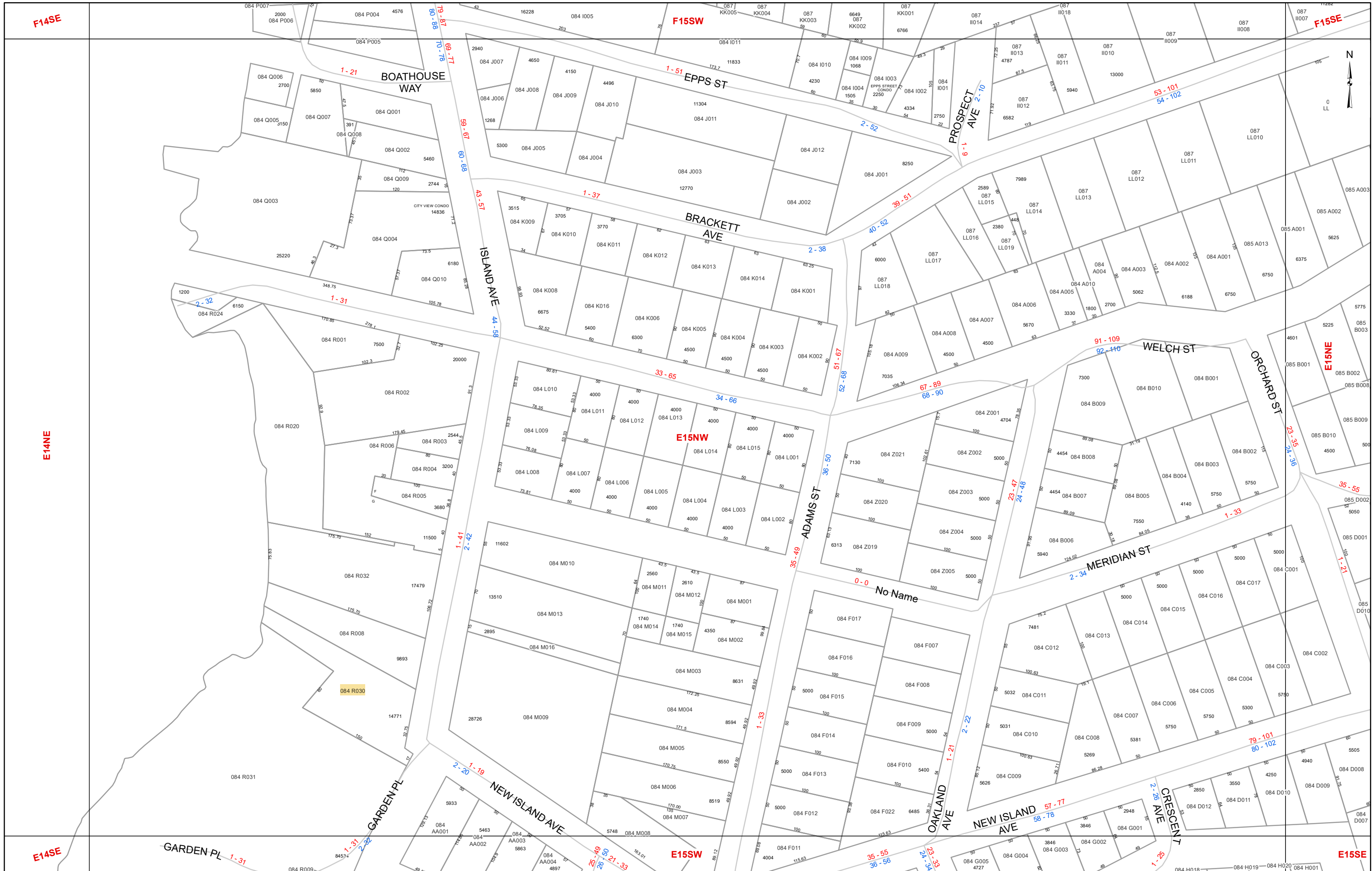
Member



Mario Proia

Member





F14SE

F15SE

E14NE

E15NE

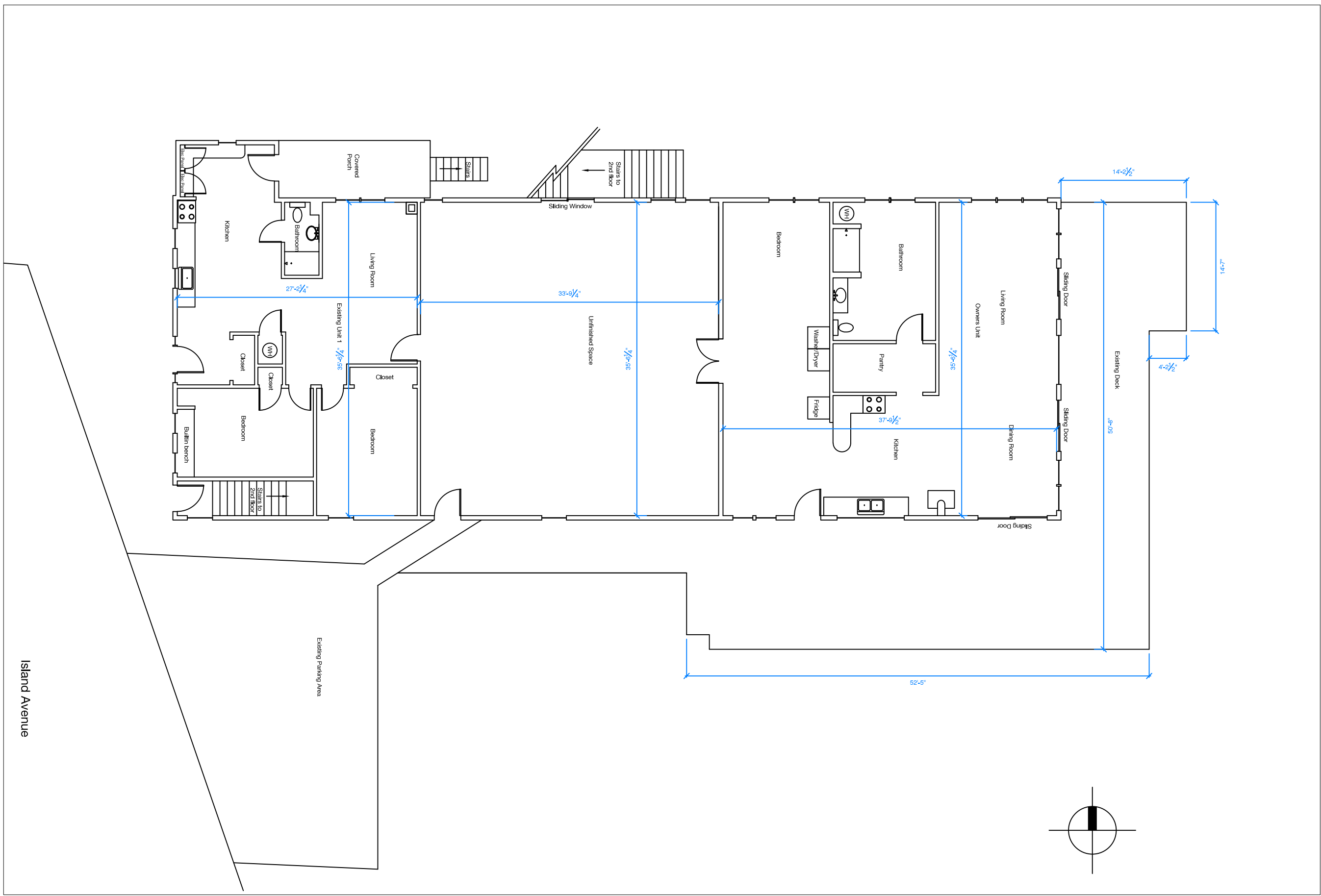
E14SE

E15SE





**A** Existing First Floor



Island Avenue

Existing Parking Area

PROJECT

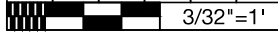
**2 Island Ave.**  
Peaks Island, ME

**3**

Existing  
First Floor

NOTES

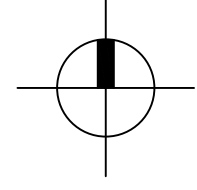
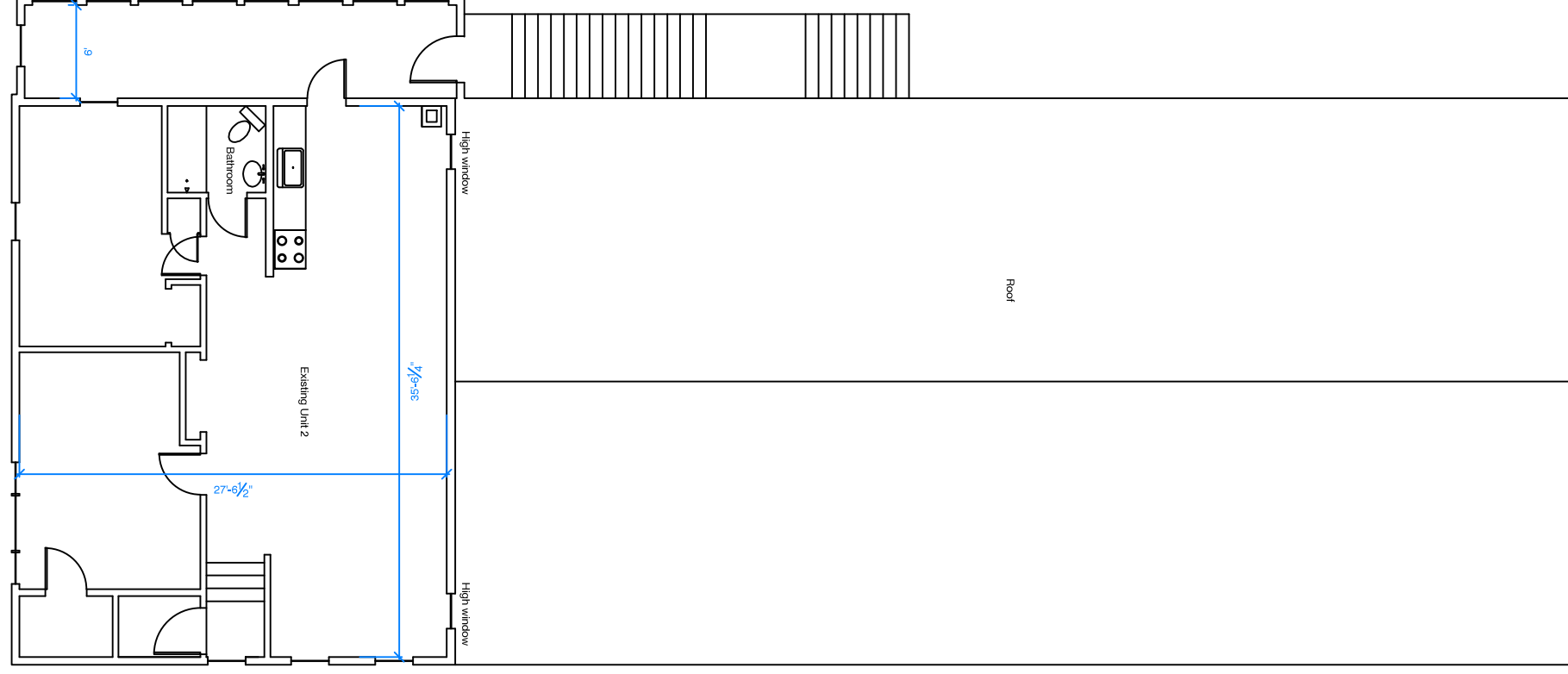
DATE 11-13-2016  
REVISED



**Ten Pin LLC**  
9 Adams St  
Peaks Island, ME 04108  
207-653-1392  
heather@tjwhome.com



**A** Existing Second Floor



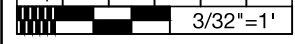
**4**

Existing  
Second Floor

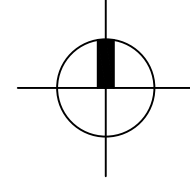
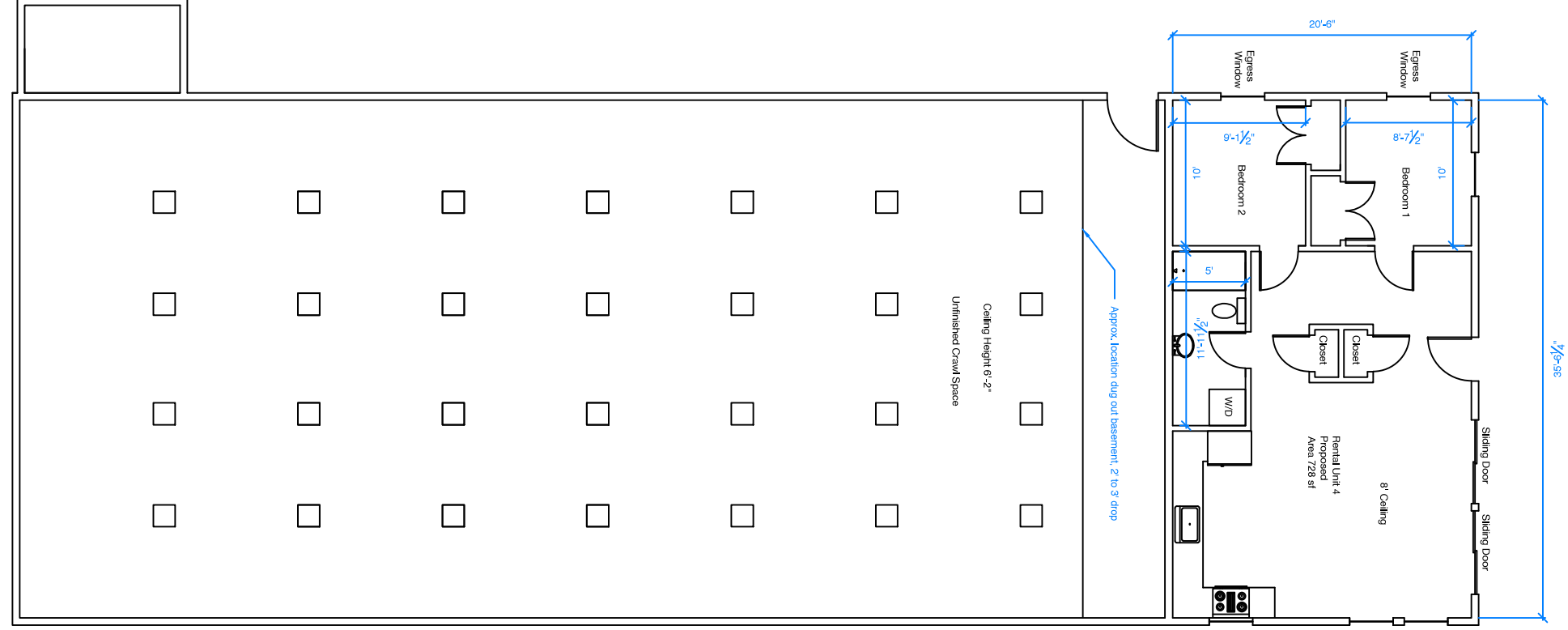
PROJECT  
**2 Island Ave.**  
Peaks Island, ME

**Ten Pin LLC**  
9 Adams St  
Peaks Island, ME 04108  
207-653-1392  
heather@tjwhome.com

DATE	NOTES
11-13-2016	
REVISION	



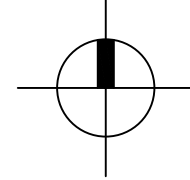
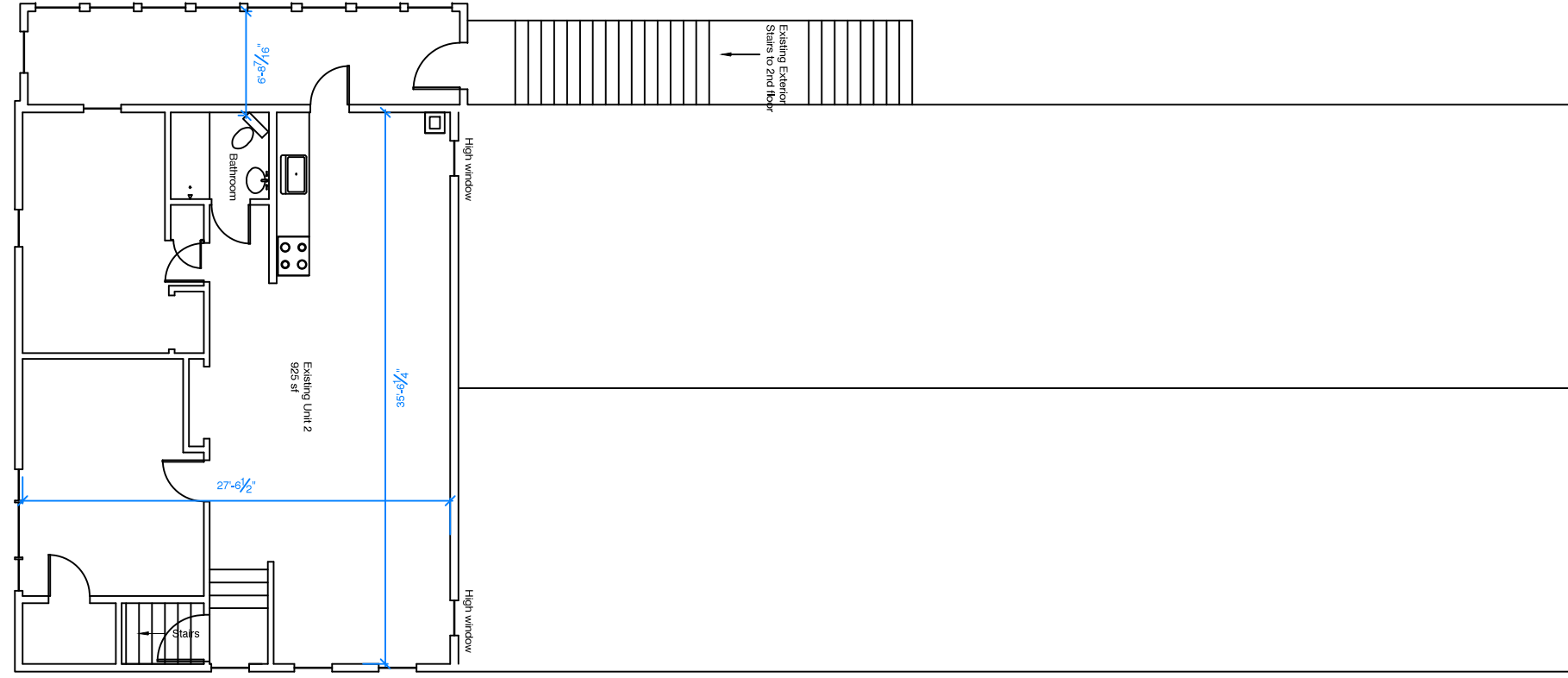
**A** Proposed Basement







**A** Proposed Second Floor



**7**

Proposed  
Second Floor

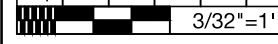
PROJECT

**2 Island Ave.**  
Peaks Island, ME

NOTES

DATE  
11-13-2016

REVISED



3/32"=1'

**Ten Pin LLC**

9 Adams St  
Peaks Island, ME 04108  
207-653-1392  
heather@tjwhome.com

2 Island Avenue, Peaks Island Me, 04108



Front (street side)



Front (street side)



Right Side



Right Side



2 Island Avenue, Peaks Island Me, 04108



Back (water side)



Back (water side)



Left Side



Left Side



PURCHASE AND SALE AGREEMENT  
("days" means business days unless otherwise noted, see paragraph 7.4)

Offer Date June 27 2016

Effective Date defined in Paragraph 3.1 of the Agreement

Effective Date

1. PARTIES: This Agreement is made between Heather Thompson, Marie Probst

Carolyn T. Parker

("Buyer") and  
("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 7.6 for explanation) the property situated in municipality of Portland County of Cumberland, State of Maine, located at 2 Island Ave., Peaks Island 04108 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 6233, Page(s) 3rd.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene fired heaters and wood/pellet stoves, sump pump, electrical fixtures, and n/a are included with the sale except for the following: no exceptions. Seller represents that all mechanical components of fixtures will be operational at the time of closing except

4. PERSONAL PROPERTY: The following items of personal property as viewed on June 25, 2016 are included with the sale at no additional cost, in "as is" condition with no warranties: Hot Tub and all appliances on property owned by the seller

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$665,000.00 ~~765,000.00~~. Buyer  has delivered; or  will deliver to the Agency within \_\_\_\_\_ days of the Effective Date, a deposit of earnest money in the amount of \$ 2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000.00 will be delivered w/ 3 days of satisfac. #12. 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:

6. ESCROW AGENT/AcCEPTANCE: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 30, 2016 (date) 5:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. 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 Sept 30, 2016 (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 this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Marketble 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2016

Page 1 of 4 - P&S

Buyer(s) Initials HT

Seller(s) Initials CP

Port Island Realty, PO Box 7541 Portland, ME 04112  
EIN 000000000

Produced with zipforms by ziplogix 10070 Hillcrest Circle, Fraser, Michigan 48026

Phone: 248-366-2500

123

www.ziplogix.com

2 Island Ave office



11. FUEL/UTILITIES/PRORATIONS: Buyer shall pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) Overdue Rent. The day of closing is counted as a Seller day. 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 later provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Seller's real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern. This Agreement is subject to the following investigations, with results being satisfactory to Buyer.

TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION	TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION
a. General Building (includes b-z regardless of yes/no check-offs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>-15-</u> days	n. Arsenic: Wood/Water (see paragraph 13)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	o. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
c. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>n/a</u> days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	r. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
f. Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>-15-</u> days	s. Lot size/acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>n/a</u> days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	t. Survey/MLI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	u. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	v. Registered Farmland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	w. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
k. Smoke/CO detectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>15</u> days	x. Flood Plain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>15</u> days
l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	y. Tax Status*	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days
m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within <u>n/a</u> days	z. Other See Adda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>-15-</u> days

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

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above inspections. 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 in Buyer's sole discretion, 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 investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: This Agreement:  is not subject to a financing contingency. Buyer shall provide proof of the funds within n/a days.  is subject to financing as follows:

a. This Agreement is subject to Buyer obtaining a mortgage loan loan of 80,000 % of the purchase price, at an interest rate not to exceed prevailing % and amortized over a period of 25 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

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 -5- 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. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have -3- 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 \$ n/a 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.



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

R. Kirk Goodhue ( 004543 ) of Port Island Realty, Inc. ( 1403 )  
Licensee (MLS ID) Agency (MLS ID)  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Michelle M. Cilea ( 017166 ) of Re/Max Heritage ( 1049 )  
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.

16. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. 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.

17. MEDIATION: Earnest money 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.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. 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.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property  does  does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/had not malfunctioned within 180 calendar days prior to closing.

22. 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.

23. 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.

24. 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 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.

25. ADDENDA: Lead Paint -  Yes  No ; Other -  Yes  No Explain: \_\_\_\_\_

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: This contract is contingent upon the buyers being satisfied that the City of Portland says they will be able to have at least 3 residential units and 2 commercial uses on the property, this determination to be made within 15 days of the effective date and reported to the seller by then.

Revised 2/16 Page 3 of 4 - P&S Buyer(s) Initials ML Seller(s) Initials MC  
Closing to be made within 15 days of the effective date and reported to the seller by then. From 8-26-60 calendar days  
Produced with zipForm® by zipLogix 18076 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com  
2 island ave offer



27. 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 the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is \_\_\_\_\_  
 BUYER Heather Thompson 6-28-16 DATE BUYER Mario Proia 7/20/16 DATE

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 \_\_\_\_\_  
 SELLER Carolyn T. Parker \_\_\_\_\_ DATE SELLER \_\_\_\_\_ DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:  
 ① Purchase price ~~\$200,000~~ \$185,500.00 ETP HT MP  
 ② Closing date is 60 calendar days of notification date  
 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) FIVE AM PM AUG 1, 2016

SELLER Carolyn T. Parker July 30 2016 DATE SELLER \_\_\_\_\_ DATE

The Buyer hereby accepts the counter offer set forth above.

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

EXTENSION

The closing date of this Agreement is extended until \_\_\_\_\_ DATE

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

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



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2 island ave offer

BACK-UP ADDENDUM

To Agreement dated \_\_\_\_\_, between  
Carolyn Parker ("Seller")  
and Heather Thompson + Marie Price ("Buyer")  
for property located at 2 Island Ave, Portland, ME 04108

The Purchase and Sale Agreement is further subject to the following terms:

- 1. Buyer and Seller acknowledge that Seller's right to sell the above-referenced property is already subject to the terms and conditions of a purchase and sale agreement which is still in effect (the "Prior Agreement") and that this Agreement shall be a back-up agreement to the Prior Agreement. Seller's obligations under this Agreement are subject to the Prior Agreement becoming null and void. Seller closing on the sale of the property under the terms of the Prior Agreement shall terminate this Agreement and the earnest money deposit, if any, shall be returned to Buyer.
- 2. Seller shall notify Buyer in the event that the Prior Agreement becomes null and void which will eliminate the back-up nature of this Agreement and the date of notification shall be the Notification Date. Notwithstanding anything to the contrary in this Agreement, all time periods and deadlines for performance set forth in this Agreement, including the obligation to deliver any earnest money deposit, shall run from the Notification Date rather than the Effective Date.
- 3. At any time prior to the Notification Date, Buyer may terminate this Agreement by written notice to Seller. If Buyer elects to terminate, all rights and obligations of Buyer and Seller hereunder will terminate and the earnest money deposit, if any, shall be returned to Buyer.
- 4. Seller reserves the right to extend, amend or otherwise modify the terms and conditions of the Prior Agreement in Seller's sole discretion without notice to Buyer and without affecting the terms and conditions of this Agreement.
- 5. Buyer acknowledges that Buyer is in back-up position number 1. Seller agrees to process back-up agreements in the order they were accepted.

Heather Thompson 7-31-16 Buyer Date  
Carolyn T. Parker July 30, 2016 Seller Date  
Carolyn Parker  
Marie Price 7/31/16 Buyer Date  
Seller Date

NOTICE TO BUYER

Seller hereby notifies Buyer that the Prior Agreement has become null and void and the back-up status of the Agreement between Seller and Buyer is now eliminated.

Seller Date Seller Date  
Carolyn Parker

WITHDRAWAL NOTICE TO SELLER

Buyer hereby declares the Agreement null and void. The earnest money, if any, shall be returned to Buyer.

Buyer Date Buyer Date



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RE/MAX Heritage, 765 Route One Yarmouth, ME 04096  
Phone: (207)846-4300 Fax:

Michelle C'leu

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Carolyn Parker



# PURCHASE AND SALE AGREEMENT

"days" means business days unless otherwise noted, see paragraph 2.3.

Offer Date June 27 2016

Effective Date defined in Paragraph 1.3 of the Agreement

Effective To

1 PARTIES. This Agreement is made between Heather Thompson, Marie Prater

Carolyn T. Parker

("Buyer") and ("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. 2.6 for explanation) the property situated in town/city of Portland County of Cumberland, State of Maine, located at 2 Island Ave., Peaks Island 04108 and described in deed(s) recorded at said County's Registry of Deeds, Book(s) 6229, Page(s) 116

3 FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene fired heaters and wood/pellet stoves, sump pump, electrical fixtures, and n/a are included with the sale except for the following: no exceptions  
Seller represents that all mechanical components of fixtures will be operational at the time of closing except

4. PERSONAL PROPERTY: The following items of personal property as viewed on June 25, 2016 are included with the sale at no additional cost, in "as is" condition with no warranties: Hot Tub and all appliances on property owned by the seller

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$665,000.00 ~~2,500,000~~. Buyer  has delivered; or  will deliver to the Agency within            days of the Effective Date, a deposit of earnest money in the amount of \$ 2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ 5,000.00 will be delivered w/ 3 days of satisfac. #12. 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:

6. ESCROW AGENT/ACCEPTANCE: Port Island Realty (6/3/16 "Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until July 30, 2016 (date) 5:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. 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 Sept. 30, 2016 (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 this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Marketble 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2016

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Buyer(s) Initials HT MP

Seller(s) Initials CTP

Port Island Realty, PO Box 7341, Portland, ME 04112

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