

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

Location of Construction: 92 Hersey Street		Owner: Jack Rourke		Phone: 772-6479		Permit No: <b>981182</b>	
Owner Address: same		Lessee/Buyer's Name:		Phone:		BusinessName:	
Contractor Name: DiPhillippo Woodworks		Address: 43 Suanders St. Ptld, 04103		Phone:		<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>PERMIT ISSUED</b>                  Permit Issued:  <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <b>OCT   4 1998</b> </div> <b>CITY OF PORTLAND</b> </div>	
Past Use:  Single family		Proposed Use:  same		<b>COST OF WORK:</b> \$ 29,172,66  <b>PERMIT FEE:</b> \$ 165.00			
Proposed Project Description:  16x20 addition kitchen remodel		<b>PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)</b> Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>  Signature: _____ Date: _____		Zoning Approval: to remain <i>Hamlet</i> <b>Special Zone or Reviews:</b> <input type="checkbox"/> Shoreland <i>NO Additional</i> <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <i>Kitchens to be added</i> <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <i>major</i> <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/> <i>[Signature]</i> 10/13/98		Zone: <i>R-3</i> CBL: 128-B-026	
Permit Taken By: UB		Date Applied For: 10/9/98				Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	

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..

**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

SIGNATURE OF APPLICANT \_\_\_\_\_ ADDRESS: \_\_\_\_\_ DATE: 10/9/98 PHONE: \_\_\_\_\_

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE \_\_\_\_\_ PHONE: \_\_\_\_\_

White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector

CEO DISTRICT

2

COMMENTS

10/19/98 Talked to owner he will call Pre Footer and have the side line marked with a string

10/15

Called Jeff Rourke - ~~LEFT MESSAGE~~

ADVISED OF TIGHT RIGHT SET BACK

LEFT MY + TOM'S # ~~On~~

10-21-98 Line is found and set backs will be ok, come by on Thursday

10-28-98 Staged by Hole is started but going slow will be ready Fri. (TR)

11-20-98 Framing ok. 2x10 Rafters, 2x6 walls near 2" stack vent for Future Basement Bathrooms and 1 1/2" vent for kitchen sink, (TR)

Inspection Record

Type

Date

Foundation: \_\_\_\_\_

Framing: \_\_\_\_\_

Plumbing: \_\_\_\_\_

Final: \_\_\_\_\_

Other: \_\_\_\_\_

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

**Building or Use Permit Pre-Application  
Additions/Alterations/Accessory Structures  
To Detached Single Family Dwelling**

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: 92 Hersey

Tax Assessor's Chart, Block & Lot Number  
Chart# 128 Block# B Lot# 024 Owner: Sack Rourke Telephone#: 772-6479

Owner's Address: Same Lessee/Buyer's Name (If Applicable): [Crossed out] Cost Of Work: \$29,172.66 Fee: \$165.00

Proposed Project Description: (Please be as specific as possible)  
16 x 20' addition kitchen remodel

Contractor's Name, Address & Telephone: D. DiFilippo Woodworks 43 Saunders St Portland, Me. 04103 Rec'd By: [Signature] + UNR TAXES OK

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

- 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 you 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 (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections, as well as sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

**4) Building Plans (Sample Attached)**

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: Ed DiFilippo Date: \_\_\_\_\_

Building Permit Fee: \$25.00 for the 1st \$1000 cost plus \$5.00 per \$1,000.00 construction cost thereafter.

# BUILDING PERMIT REPORT

DATE: 13 OCT 98 ADDRESS: 92 Hersey St- CBL D8-B-026  
REASON FOR PERMIT: 16'x20' addition  
BUILDING OWNER: Jack Rowke  
CONTRACTOR: D. Phillippe Woodworks  
PERMIT APPLICANT: 1  
USE GROUP R-3 BOCA 1996 CONSTRUCTION TYPE 5B

## CONDITION(S) OF APPROVAL

This Permit is being issued with the understanding that the following conditions are met:

Approved with the following conditions: \*1, \*2, \*2.6, \*8, \*9, \*10, \*16, \*23, \*24, \*26, \*29, \*30

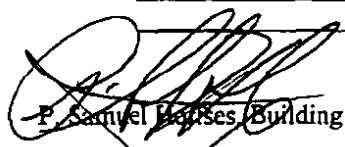
- ~~1.~~ This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.
- ~~2.~~ Before concrete for foundation is placed, approval ~~from the Development Review Coordinator and Inspection Services~~ must be obtained. (A 24 hour notice is required prior to inspection)
- 2.5 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
- \*2.6 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)
3. Precaution must be taken to protect concrete from freezing. Section 1908.0
4. 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.
5. 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)
6. 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
7. Sound transmission control in residential building shall be done in accordance with Chapter 12 section 1214.0 of the city's building code.
- \*8. 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 34" 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)
- \*9. Headroom in habitable space is a minimum of 7'6". (Section 1204.0)
- \*10. Stair construction in Use Group R-3 & R-4 is a minimum of 10" tread and 7 3/4" maximum rise. All other Use group minimum 11" tread, 7" maximum rise. (Section 1014.0)
11. The minimum headroom in all parts of a stairway shall not be less than 80 inches. (6' 8") 1014.4

12. 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 )
13. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. Section 1010.1
14. All vertical openings shall be enclosed with construction having a fire rating of at least one (1)hour, including fire doors with self closer's. (Over 3 stories in height requirements for fire rating is two (2) hours.) Section 710.0
15. The boiler shall be protected by enclosing with (1) hour fire-rated construction including fire doors and ceiling, or by providing automatic extinguishment. Table 302.1.1
- X16. All single and multiple station smoke detectors shall be of an approved type and shall be installed in accordance with the provisions of the City's Building Code Chapter 9, Section 920.3.2 (BOCA National Building Code/1996), and NFPA 101 Chapter 18 & 19. (Smoke detectors shall be installed and maintained at the following locations):
  - In the immediate vicinity of bedrooms
  - In all bedrooms
  - In each story within a dwelling unit, including basements
 In addition to the required AC primary power source, required smoke detectors in occupancies in Use Groups R-2, R-3 and I-1 shall receive power from a battery when the AC primary power source is interrupted. (Interconnection is required) Section 920.3.2
17. A portable fire extinguisher shall be located as per NFPA #10. They shall bear the label of an approved agency and be of an approved type. Section 921.0
18. The Fire Alarm System shall be maintained to NFPA #72 Standard.
19. The Sprinkler System shall maintained to NFPA #13 Standard.
20. All exit signs, lights, and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023. & 1024. Of the City's building code. (The BOCA National Building Code/1996)
21. Section 25-135 of the Municipal Code for the City of Portland states, "No person or utility shall be granted a permit to excavate or open any street or sidewalk from the time of November 15 of each year to April 15 of the following year".
22. The builder of a facility to which Section 4594-C of the Maine State Human Rights Act Title 5 MRSA refers, shall obtain a certification from a design professional that the plans commencing construction of the facility, the builder shall submit the certification to the Division of Inspection Services.
- X23. Ventilation shall meet the requirements of Chapter 12 Sections 1210. Of the City's Building Code. (crawl spaces & attics)
- X24. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade.
25. All requirements must be met before a final Certificate of Occupancy is issued.
- X26. All building elements shall meet the fastening schedule as per Table 2305.2 of the City's Building Code. (The BOCA National Building Code/1996).
27. Ventilation of spaces within a building shall be done in accordance with the City's Mechanical Code (The BOCA National Mechanical Code/1993). ( Chapter M-16 )
28. Please read and implement the attached Land Use-Zoning report requirements.
- X29. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.3. of the City's building code.
- X30. Glass and glazing shall meet the requirements of Chapter 24 of the building code.

31. \_\_\_\_\_

32. \_\_\_\_\_

33. \_\_\_\_\_

  
 Samuel Haines Building Inspector

cc: Lt. McDotgall, PFD  
 Marge Schmuckal, Zoning Administrator

# Know all Men by these Presents, That

Benson & Grant Co. formerly Fernald Park Corp. a corporation organized and existing under the laws of the State of Maine and located at Portland, in the County of Cumberland and State of Maine  
in consideration of One Dollar and other valuable considerations paid by Russell C. Gray and Marylouise Gray both of said Portland

the receipt whereof it does hereby acknowledge, does hereby, give, grant, bargain, sell and convey unto the said Russell C. Gray and Marylouise Gray, as joint tenants, and not as tenants in common to them and their assigns, and to the survivor and the heirs and assigns of the survivor forever, a certain lot or parcel of land, with the buildings thereon, situated in said City of Portland, on the northeasterly side of Hersey Street, being lot numbered 38 as shown on Plan of Saunders Field, recorded in Cumberland County Registry of Deeds, Plan Book 13, Page 93, to which Plan reference is made for a more particular description.

Being a part of the premises conveyed to Fernald Park Corp. by Ina Saunders Knight, et als. by deed dated February 25, 1946 and recorded in said Registry of Deeds, Book 1813, Page 28, and by Walter E. Tobie, et als. by deed dated February 25, 1946, and recorded in said Registry of Deeds, Book 1813, Page 27.

U.S.I.R.  
\$12.65  
B.&G.C.  
1/23/48

Do Grant and hold the foregoing and bargained premises, with all the privileges and appurtenances thereof, to the said Russell C. Gray and Marylouise Gray, as joint tenants, and not as tenants in common, to them and their assigns, and to the survivor, and the heirs and assigns of the survivor forever.

The said Grantor Corporation does hereby covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all incumbrances.

that it has the good right to sell and convey the same to the said Grantees to hold as aforesaid; and that it and its successors will warrant and defend the same to the said

Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons

In Witness Whereof, Benson & Grant Co., formerly Fernald Park Corp. has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Clinton W. Benson, its Treasurer, thereunto duly authorized,

and seal this twenty-third day of January one thousand nine hundred and forty-eight.

Signed, Sealed and Delivered in presence of BENSON & GRANT CO., CORPORATE SEAL

D. W. Philbrick By Clinton W. Benson Treasurer

County of Cumberland, ME. January 23, 1948 Then Personally appeared the above named Clinton W. Benson, Treasurer of said Grantor Corporation as aforesaid,

and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said corporation.

Before me, Donald W. Philbrick Justice of the Peace Received this January 26, 1948, at 4 o'clock P. M., and recorded according to the original.

CP  
DA

CONTRACT FOR SALE OF REAL ESTATE

April 18 1998

RECEIVED OF John J and Patricia A. Rourke whose mailing address is 411 Chandlers Wharf Portland Maine hereinafter called "Purchaser," the sum of (\$5,000.) Five Thousand + no/100 Dollars as earnest money and in part payment on account of the purchase price of the real estate at 92 Hershey St in the town/city of Portland in the County of Cumberland State of Maine, currently owned by GRAY hereinafter called "Seller," described as follows:

A lot of land approx. \_\_\_\_\_ and the dwelling and attached car garage situated thereon.

(Title Reference: Book 1903 Page 186 Cumberland County Registry of Deeds)

1. FIXTURES: All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding: all personal property.

PERSONAL PROPERTY: No items of personal property are included except none except range, oil tank, refrigerator, Basement on gas.  
The parties agree that no portion of the purchase price is attributable to the personal property.

3. PURCHASE PRICE: The total purchase price is \$128,500 One Hundred Twenty Five thousand five hundred dollars, with payment to be made as follows: five thousand paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.

4. EARNEST MONEY: Earnest money is received and held by Remax By The Bay who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to Purchaser.

5. ACCEPTANCE: Seller's acceptance shall be given on or before April 19, 1998

6. CLOSING DATE: A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within by May 15, 1998 days of Effective Date of this Contract.

7. POSSESSION/OCCUPANCY: Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by Purchaser and Seller. At transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. Purchaser may do a walk through inspection within 48 hours prior to closing to determine that the property meets these conditions.

If this property is a multi-family, it will be transferred subject to leases in effect at transfer of title. The Seller agrees that the following units will be vacated at the time of transfer, but makes no representation as to occupancy status of other units at transfer:

8. FINANCING: This Contract is subject to Purchaser obtaining a conventional loan of 50 % of the purchase price, at a  fixed or an  adjustable initial interest rate of not more than prevailing % and amortized over a period of 30 years, Purchaser to pay not more than 0 points. If Purchaser is unable to obtain said loan, Purchaser may declare this Contract null and void and the earnest money shall be promptly returned to Purchaser.

Purchaser is under a good-faith obligation to actively seek and accept financing on the above described terms and shall make application for said mortgage within 7 days of Effective Date of this Contract. Purchaser acknowledges that a breach of this good-faith obligation will be a breach of this Contract.

This Contract is subject to (1) a written statement from the lender within 15 days of Effective Date of this Contract indicating that Purchaser has made application and that, based upon the information given and subject to verification, is qualified for the loan requested, and (2) final loan approval within 14 days of Effective Date of this Contract.

If either of such loan approvals is not obtained within said time periods, Seller may declare this Contract null and void, and earnest money shall be promptly returned to Purchaser. this is a cash sale

9. POINTS: Seller agrees to pay \$ 0 towards Purchaser's points and/or closing costs.

10. INSPECTIONS: Agent strongly recommends that Purchaser engage professional inspectors to investigate the property. This Contract is subject to the following inspections with results being satisfactory to Purchaser:

TYPE OF INSPECTION	YES	NO	
a) General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
b) Sewage disposal	<input type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
c) Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
d) Radon Water Quality	<input type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
e) Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
f) Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
g) Wood Boring Insects	<input type="checkbox"/>	<input type="checkbox"/>	within <u>7-10</u> days from Effective Date
h) Other _____	<input type="checkbox"/>	<input type="checkbox"/>	within _____ days from Effective Date

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory, Purchaser, Purchaser may, by notifying Seller in writing within the specified number of days, declare this Contract null and void and any 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, the contingency shall be deemed to have been waived by Purchaser with respect to the inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. WATER TEST: If the water supply to the premises is private, Seller will provide, at Seller's expense, a New Water Supply test with "Satisfactory" results in accordance with the requirements of the State Bureau of Health and/or lending institution within 7 days of Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualifications the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within 3 days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water test results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.

*Final*

12. DISCLOSURE: Purchaser acknowledges receipt of Seller's written disclosures regarding:  
 Water Source yes  no  Sewage Disposal yes  no  Lead Paint yes  no   
 Insulation yes  no  Hazardous Waste yes  no

If any of the above items is marked "no," the information is not currently available and this Contract is subject to Purchaser receiving and approving that information within 5 days of Effective Date of this Contract.

13. PRORATIONS: The following items shall be pro-rated as of transfer of title: fuel oil; rent; association fees; and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.
14. DEED: The property shall be conveyed by a warranty deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current continued use and shall be subject to applicable land use laws and regulations.
15. TITLE: Should the title prove defective, then Seller shall have a reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 days thereafter, at Purchaser's option, declare this contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.
16. DEFAULT: In the event of a default by Purchaser, Seller may employ all legal and equitable remedies, including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release the earnest money without a written release signed by both parties consenting to its disposition or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it.
17. AGENCY DISCLOSURE: Purchaser and Seller acknowledge receipt of written agency disclosures and confirm the following agency relationships for this transaction. (Check and complete either A or B)  
 A. Listing Agency Remax By The Bay and Listing Associate Adele Hanson represent Seller Exclusively   
 Selling Agency Mark Stinson and Selling Associate Ginny Keegan represents Seller  Buyer   
 or is a Transactional Broker   
 B. Agent, \_\_\_\_\_, is a Disclosed Dual Agent as previously authorized in writing by the parties.
18. HOME WARRANTY: Home  is  is not covered by a Home Warranty Contract.  Attached Acceptance or Waiver.
19. AUTHORIZATION: The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company, appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing of this transaction.
20. DISPUTE: Any dispute or claim arising out of or relating to this Contract or the property 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.
21. WITHHOLDING: Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from this provision.
22. HEIRS: This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
23. WRITTEN AGREEMENT: This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.
24. EFFECTIVE DATE: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.
25.  Lead Paint not applicable  Lead Paint Addendum Attached
26.  Addendum or Attachments

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.

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

4-20-98  
 Date Purchaser Patricia A. Burke Soc. Sec. # 004-40-6460  
4-20-98  
 Date Purchaser P. Burke Soc. Sec. # 004-32-7909

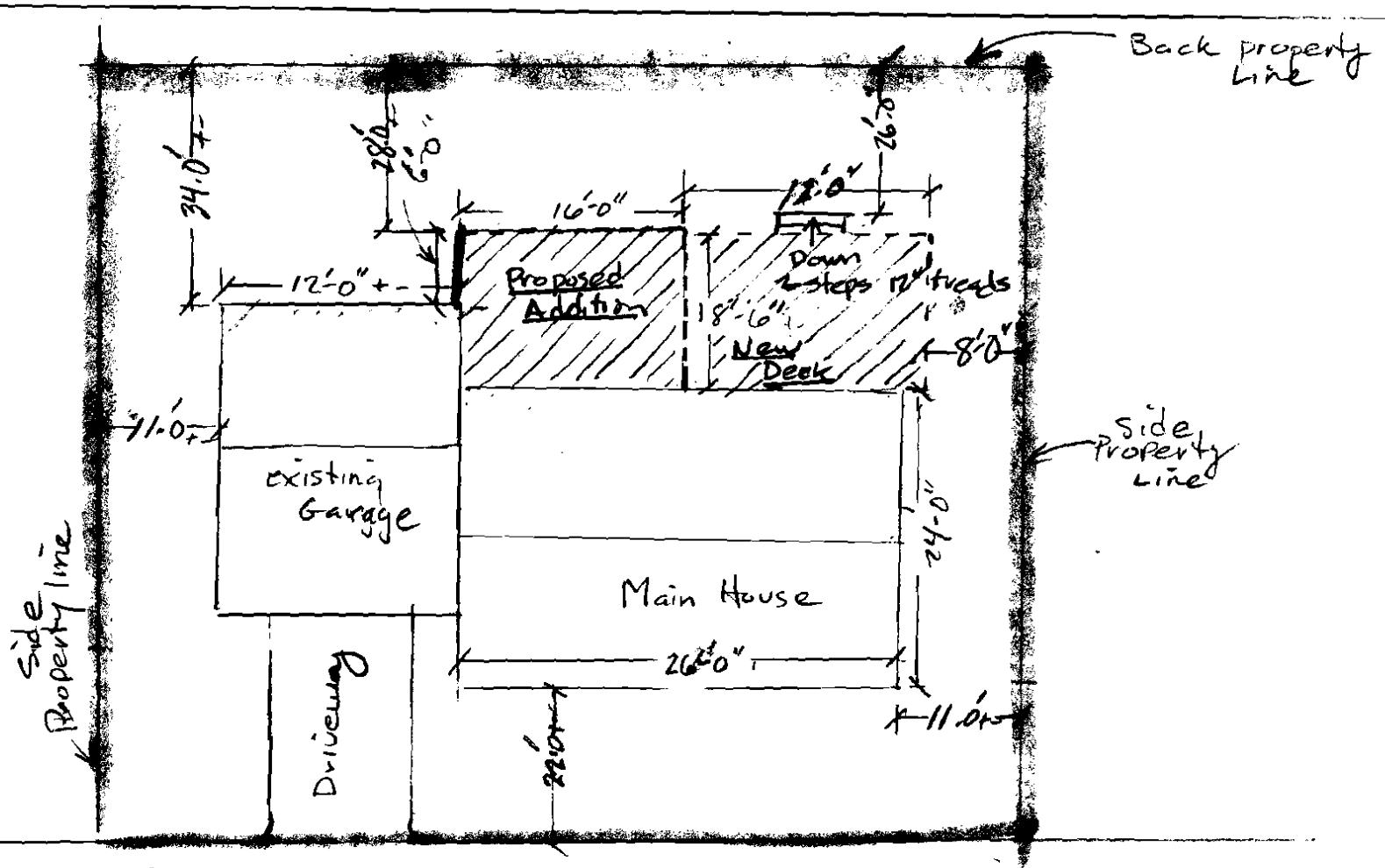
I/We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated. I/We further agree to pay Broker for services according to the terms of the listing agreement. In the event earnest money is forfeited by Purchaser, one-half thereof shall be paid to Broker and the remainder to me/us, provided, however, that Broker's portion shall not exceed the full amount of the commission specified.

4-20-98  
 Date Seller Russell C. Gray Soc. Sec. # 011 07 7179

\_\_\_\_\_  
 Date Seller Soc. Sec. #

Effective Date: 4/20/98  
 Throughout this Contract, the term "days" means calendar days.





HERSEY ST.

Rear Setback - 25' req - 26' shown  
 Side Setback - 8' req - 8' shown

JACK ROURKE  
 92 HERSEY ST.  
 PLOT PLAN  
 Lot #38 CITY TAX MAP