

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

Location of Construction: *** 56 Hartley street 04103		Owner: *** Geoff Smith & Teresa Lynch		Phone: 773-0497	Permit No: 991058
Owner Address: SAA	Lessee/Buyer's Name:		Phone:	Business Name:	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>PERMIT ISSUED</b>                  SEP 28 1999                  CITY OF PORTLAND                  Zone: R-5 CBL: 136-C-003             </div>
Contractor Name:	Address:		Phone:		
Past Use: Single family	Proposed Use: same	COST OF WORK: \$ 1,000.00	PERMIT FEE: \$ 30.00		
		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: U Type: 5B BOCA 96		
Proposed Project Description: Four new pad adjacent to existing garage for future shed size 10x20x6		Signature:		Signature: <i>Hoffe</i>	Zoning Approval: 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"/> mm <input type="checkbox"/>
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)			
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved with Conditions <input type="checkbox"/> Denied			
Permit Taken By: K		Date Applied For: Sept 21 1999 K		Signature: _____ Date: _____	

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..

\* CALL Geoff for MU  
207-346-5277

**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

Sept 21 1999

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	PHONE:
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RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE	PHONE:
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White-Permit Desk   Green-Assessor's   Canary-D.P.W.   Pink-Public File   Ivory Card-Inspector

**CEO DISTRICT**

1

## COMMENTS

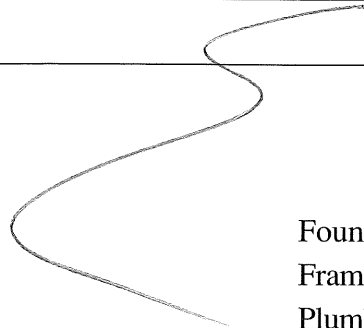
11/23/99 Setback inspection was performed - no surveyor pins were placed and wooden stakes + lines were drawn - told owner that a surveyors verification was needed before he could pour. Told him he could go no further until surveyor verification was supplied to this office. John Reid + Tom Markley performed inspection TMM

12/10/99 - Found property lines - setback from side yard requires 8' <sup>min</sup> is only 4ft 8inches told customer of appeals process and told him he cannot pour until a variance is granted or an amended plan is submitted showing new dimensions if he cuts off enough to meet required setback. Tom M

12/14/99 - Stopped to drop off copy of permit so owner can make amendment to permit. He plans to cut back shed size to meet setback requirements. TMM

04/01/00 - Pad completed - permit for pad only not shed -

Close out



Inspection Record	
Type	Date
Foundation: _____	_____
Framing: _____	_____
Plumbing: _____	_____
Final: _____	_____
Other: _____	_____

# BUILDING PERMIT REPORT

DATE: 22 Sept. 99 ADDRESS: 56 Hartley Street CBL: 136-C-003  
 REASON FOR PERMIT: To pour New Concrete pad for proposed shed 10x20x  
 BUILDING OWNER: Smith - Lynch  
 PERMIT APPLICANT: \_\_\_\_\_ /Contractor SAO  
 USE GROUP U CONSTRUCTION TYPE 5B

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, \*2, #31

Approved with the following conditions: \_\_\_\_\_

This permit does not excuse the applicant from meeting applicable State and Federal rules and laws.

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."**

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.
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 3/4" 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)

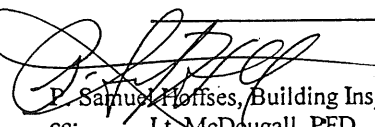
16. Each apartment shall have access to two (2) separate, remote and approved means of egress. A single exit is acceptable when it exits directly from the apartment to the building exterior with no communications to other apartment units. (Section 1010.1)
17. All vertical openings shall be enclosed with 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)
18. 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)
19. 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 basementsIn 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.
20. 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)
21. The Fire Alarm System shall maintained to NFPA #72 Standard.
22. The Sprinkler System shall maintained to NFPA #13 Standard.
23. All exit signs, lights and means of egress lighting shall be done in accordance with Chapter 10 Section & Subsections 1023.0 & 1024.0 of the City's Building Code. (The BOCA National Building Code/1996)
24. 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".
25. 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 the Division of Inspection Services.
26. Ventilation shall meet the requirements of Chapter 12 Sections 1210.0 of the City's Building Code. (Crawl spaces & attics).
27. All electrical, plumbing and HVAC permits must be obtained by a Master Licensed holders of their trade. No closing in of walls until all electrical (min.72 hours notice) and plumbing inspections have been done.
28. All requirements must be met before a final Certificate of Occupancy is issued.
29. 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).
30. 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)
31. Please read and implement the attached Land Use Zoning report requirements. *Separate permit req. for construction*
32. Boring, cutting and notching shall be done in accordance with Sections 2305.4.4, 2305.5.1 and 2305.5.3 of the City's Building Code.
33. Glass and glazing shall meet the requirements of Chapter 24 of the building code.
34. All signage, shall be done in accordance with Section 3102.0 signs of the City's Building Code, (The BOCA National Building Code 1996).

35. \_\_\_\_\_

36. \_\_\_\_\_

37. \_\_\_\_\_

38. \_\_\_\_\_

  
P. Samuel Hoffises, Building Inspector  
cc: Lt. McDougall, PFD  
Marge Schmuckal, Zoning Administrator

PSH 7/24/99

**\*\*On the basis of plans submitted and conditions placed on these plans any deviations shall require a separate approval.**



# CITY OF PORTLAND, MAINE

## Department of Building Inspection

Sept 21 1994

Received from Geoff Smith a fee

of thirty /100 Dollars \$ 30.00

for permit to install erect alter Pan Pad only for future shed

at 56 Hurley St move demolish Est. Cost \$ 1,000 -

th 7886 K  
Inspector of buildings  
Per \_\_\_\_\_

## THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$5.00 or 10% whichever is greater.

WHITE - Applicant's Copy  
YELLOW - Office Copy  
PINK - Auditors Copy

PAID  
9/17

**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>56 HARTLEY ST. PORT. ME SIDE of GARAGE</b>			
Total Square Footage of Proposed Structure		Square Footage of Lot <b>7,000 Sq ft.</b>	
Tax Assessor's Chart, Block & Lot Number Chart# <b>136</b> Block# <b>C</b> Lot# <b>003</b>		Owner: <b>CLARA PETERS</b>	Telephone#:
Owner's Address: <b>56 HARTLEY ST. PORTLAND, ME.</b>		Lessee/Buyer's Name (If Applicable) <b>GEOFF SMITH &amp; TERESA LYNCH</b>	Cost Of Work: <b>\$1,000.00</b> Fee
Proposed Project Description: (Please be as specific as possible) <b>POUR NEW CONCRETE PAD ADJACENT TO EXISTING GARAGE. NEW PAD TO BE 10' X 20' X 6"</b>			
Contractor's Name, Address & Telephone <b>GEOFF SMITH (207) 348-5277 PAUL NAPOLITANO (207) 829-3750</b>		Rec'd By	
Current Use: <b>NON EXISTENT</b>		Proposed Use: <b>PAD FOR FUTURE SHED ATTACH</b>	

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/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**

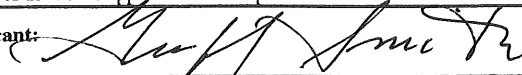
**Unless exempted by State Law, construction documents must be designed by a registered design professional.**

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.

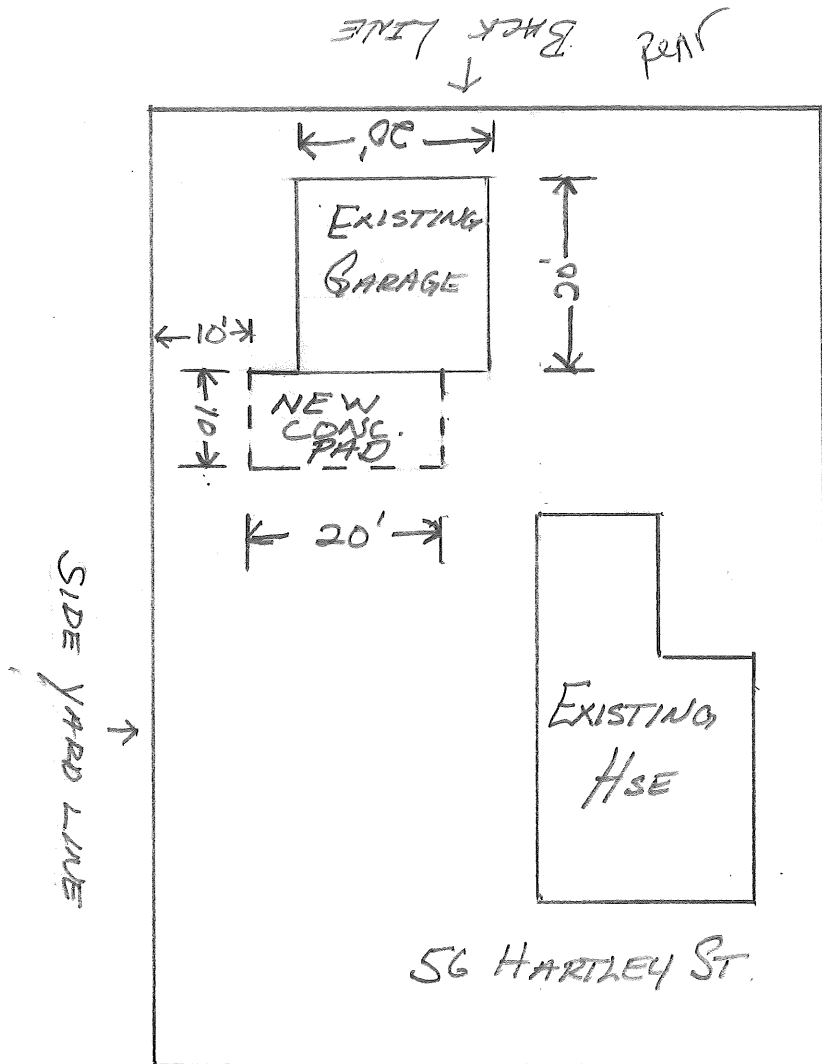
Signature of applicant: 	Date: <b>9/18/99</b>
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Building Permit Fee: \$30.00 for the 1st \$1000. cost plus \$6.00 per \$1,000.00 construction cost thereafter.

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

PROPOSED NEW CONCRETE PAD  
TO BE ADDED TO EXISTING  
GARAGE @ 56 HARTLEY ST.  
PORTLAND, ME.

SCALE  $\frac{1}{2}" = 10'$



R-S:

Rear Reg 20' - 20' + sh  
Side Reg 8' - 10' sh  
Front Reg 20' - 20' + sh

FLORENCE ST.

HARTLEY ST. From

**Mark Stimson Realtors  
CONTRACT FOR SALE OF REAL ESTATE**

RECEIVED OF TERESA D LYNCH and Jeffrey S. Smith, whose mailing address is 56 BARTLEY STREET,  
ROSELAND, Maine, in the County of DEBENPORT, State of Maine,  
 hereinafter called "Purchaser," the sum of (\$ 2000) TWO THOUSAND Dollars as earnest  
 money and in part payment on account of the purchase price of the land and buildings at  
 the town/city of ROSELAND, in the County of DEBENPORT, State of Maine,  
 currently owned by CAROL REYES, hereinafter called "Seller," described as follows:  
Three bedroom, one bath Victorian style home with detached two car  
garage, located on a corner lot  
 hereinafter called the "Property." The Property and any personal property described in Paragraph 2 are hereafter collectively called the "Premises."  
 (Title Reference Book 1575, Page 353, DEBENPORT County Registry of Deeds).  
 Seller and Purchaser agree as follows:

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 gas per disclosure.
2. PERSONAL PROPERTY: No items of personal property are included except wood stove, C.N. (range), shutters and doors (in garage), original glass pane.  
 The parties agree that no portion of the purchase price is attributable to the personal property.
3. PURCHASE PRICE: The total purchase price is (\$ 127,500) one hundred twenty seven thousand five hundred dollars, with payment to be made as follows: Two 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 Century 21 Harbour Den Estate 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 Tuesday, Sept 3, 1999 @ 5<sup>00</sup>.
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 on Oct 5, 1999 or before if agreed upon in writing by Seller and Purchaser.
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 Premises will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the Premises 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 Premises meet these conditions.

If the Property is a multi-family, it will be transferred subject to leases in effect at transfer of title. 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 80 % of the purchase price, at a ☒ fixed or an ☐ adjustable initial interest rate of not more than 7.50 % 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 21 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.

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 Premises. 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>14</u> days from Effective Date
b) Sewage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>14</u> days from Effective Date
c) Radon Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
d) Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>14</u> days from Effective Date
e) Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
f) Lead Paint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
g) Wood Boring Insects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>14</u> days from Effective Date
h) Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>14</u> 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 to 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 that 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 Property 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 21 days of the Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, 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.

SSS TL X CP



## 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 C-21 Balfour and Listing Associate Ken Hatcher represent Seller Exclusively ☒  
 Selling Agency de Wolfe and Selling Associate Sharon O'Connell 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: That the above described property is to be covered by a one year home warranty at a cost of \$ \_\_\_\_\_ to be paid for by \_\_\_\_\_

## 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

27. Contract contingent upon successful closing of purchaser's property in Virginia currently under contract with a closing date of Sept 29 1999.  
 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.

Date 9/2/99 Purchaser [Signature] Soc. Sec. # \_\_\_\_\_  
 Date 9/2/99 Purchaser [Signature] Soc. Sec. # 016-32-9588

I/We hereby accept the offer 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, however, that Broker's portion shall not exceed the full amount of the commission specified.

Date 9/4/99 Seller [Signature] Soc. Sec. # 007-34 6497

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

EFFECTIVE DATE: September 7, 1999  
 Throughout this Contract, the term "days" means calendar days.