


 Permitting and Inspections Department
 Michael A. Russell, MS, Director

One- and Two-Family Addition/Alteration Checklist

(Including shed, deck, accessory structure, pool, change of use and amendment)

Applications shall be submitted online via the Citizen Self Service portal. Refer to the attached documents for complete instructions. The following items shall be submitted (please check and submit all items):

- One- and Two-Family Additions/Alterations Checklist** (this form)
- A plot plan** drawn to scale, showing the shape and dimensions of the lot, shapes and dimensions of all existing and proposed structures including distance from property lines, location and dimension of all parking areas and driveways (required for any additions to the footprint or volume of the structure, any new or rebuilt structures or accessory detached structures)
- Proof of Ownership** (e.g. deed, purchase and sale agreement) if the property was purchased within the past six months

Applications for pools shall also include the following:

- A complete set of plans** with structural details, dimensions and a cross section showing the slope and depth ratios (for in-ground pools)
- Design specifications** from the manufacturer (for above ground pools)
- Details of required barrier protection** including the design of fencing, gates, latches, ladders or audible alarms (if applicable), and showing the location and construction detail for all features. This information can often be obtained from the manufacturer.

Applications for sheds for storage only and 200 square feet or less shall also include the following:

The length, width and height of the structure as described in:

- A copy of the brochure from the manufacturer; or
- A picture or sketch/plan of the proposed shed/structure

Applications for additions, alterations and detached accessory structures shall also include the following information per the IRC 2009 *(As each project has varying degrees of complexity and scope of work for repairs, alterations and renovations, some information may not be applicable. Please check and submit only those items that are applicable to the proposed project.):*

NOTE: All plan shall be drawn to a measurable scale (e.g., 1/4 inch = 1 foot) and include dimensions.

- Floor plans with dimensions - existing and proposed
- Elevations with dimensions – existing and proposed
- Foundation plan with footing/pier (sonotube) size and location
- Cross sections with framing material (foundation anchor size/spacing, rebar, drainage, damp proofing, floors, walls, beams, ceilings, rafters etc.)
- Detail new wall/floor/ceiling partitions including listed fire rated assemblies and continuity
- Window and door schedules including dimensions, and fire rating
- Stair details, including dimensions of rise/run, head room, guards/handrails, and baluster spacing
- Insulation (R-factors) of walls, ceilings and floors and the heat loss (U-factors) of windows
- Indicate location of egress windows and smoke/carbon monoxide detection
- Deck construction including pier layout, framing, fastenings, guards, handrails, and stair dimensions

Separate permits are required for internal & external plumbing, electrical installations, heating, ventilating and air conditioning (HVAC) systems and appliances.



BUILDING PERMIT SUPPLEMENT

Important Lead-Safe Building Practices & Resources

Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

11/01/2018

If you're working on homes, schools or day care centers built pre-1978, you now must be EPA Lead-Safe Certified.

Avoid risk of government fines and civil liability, plus gain competitive advantage as a lead-safe certified contractor.

Submit an application to certify your firm for five years. A one-day Renovation, Repair and Painting (RRP) class will also certify your renovators for five years.



Lead is toxic to adults and especially to children living in a home. Improper removal of lead paint may also poison the person removing it and their family.

- ✓ Keep others, especially children and pregnant women, out of the work area.
- ✓ Keep all dust contained inside the work space. Create barriers between the work area and living space.
- ✓ Protect yourself and your workers from dust and debris.
- ✓ Clean up dust in lead-safe ways.

RESOURCES

Maine DEP (general lead information)..... www.state.me.us/rwm/lead; (800) 452-1942
 Renovation Repair Painting Classes (RRP)... www.maine.gov/dep/rwm/trainingcal.shtml
 Information for Landlords..... www.maine.gov/dep/rwm/lead/landlords.html

This program is made possible with funding from the Lead Poisoning Prevention Fund, State of Maine.



Permitting and Inspections Department
Michael A. Russell, MS, Director

Dear Applicant,

Beginning March 19, 2018, all building permits shall be submitted online via the City of Portland's Citizen Self Service (CSS) portal. Online submission of permit applications will help to streamline the application intake process and will improve transparency for the permitting process. In order to submit an application, you will need to register with CSS using a valid e-mail address. Refer to the instructions on the Citizen Self Service homepage, or via the links at the bottom of this page. Please verify that you have selected the correct permit type and checklist and that you have compiled all the required drawings and documents before beginning the application process.

Please note that our format for application submissions has changed. All application documentation shall be compiled into two PDF files-- one file containing all drawing sheets and a second PDF file containing all supporting documentation. Refer to the Requirements for Electronic Submissions for specific instructions on how to prepare your application submission and to the appropriate checklist for required submission items. The review of your application will not begin until a complete application has been submitted and the permit fee has been paid in full. Work may not commence until the permit has been issued.

If you have questions, please contact the Permitting and Inspections Department at (207) 874-8703 or permitting@portlandmaine.gov. Thank you in advance for your patience as we transition to a new and improved permitting system.

For more information:

[How to Apply for a Permit](#)

[How to Register with CSS](#)

[Permit Type Guide](#)

[Requirements for Electronic Submissions](#)

[Citizen Self Service](#)

Permitting and Inspections Department
Michael A. Russell, MS, Director

How to Apply for a Permit

All permit applications shall be submitted online through the City of Portland's [Citizen Self Service](#) (CSS) portal. Online submissions will streamline the application intake process and will allow for greater transparency for applicants during the permit review process. You will be able to view the progress of your permit application, pay invoices, resubmit files and request inspections through CSS. Before submitting an application, please read the instructions below:

1. To begin, review the [Permit Type Guide](#) to determine the appropriate permit type and work class for your project.
2. Once you have determined the correct permit type, refer to the corresponding submission checklist and instructions for that permit type.
3. Compile all the required drawings and documentation as listed on the checklist into two PDF files (one file containing all drawing sheets and one file for all supporting documentation).
4. Go to the [CSS website](#) to apply for your permit. If you have not registered with CSS, see the instructions for registering, [here](#).
5. Once you have logged in to CSS, go to Apply and select the correct permit type. For a full list of all permit types, select All, under Permits.
6. Select Apply, next to the correct permit type. This will take you to the online application form.
7. Complete the form. All fields with a red asterisk are required.
 - a. To add a location, click on the plus sign and search for the project address. If the address cannot be found in the search, go to the City's [Parcel Map Viewer](#), to find the correct parcel address (this may be different than your street address or mailing address. Please input a parcel address that is recognized by the system to avoid delays in the intake process). For the Search function, entering less in the Search box will return more results.
 - b. To add a Contact, click the plus sign under the appropriate contact type and search.
 - c. Complete all other relevant and required fields and click Next. Once you've completed all pages of the form, you will have the opportunity to review the information before submitting. Once submitted, you cannot change your application information.
8. After reviewing your application information, click Submit. You will receive an e-mail confirming receipt of your application.
9. Permitting staff will review your application for completeness. You will be notified via e-mail if any items are missing. Upload requested items via CSS Attachments.
10. When the application is complete, you will receive an e-mail directing you to CSS to pay your invoice.
11. Once payment is received, your permit will go into review.



Requirements for Electronic Submissions

In order to ensure a timely review of the application, please read and follow the requirements below for all submissions:

- **Initial submission files shall be submitted via the Citizen Self Service portal. Before submitting an application, review [How to Apply for a Building Permit](#).**
- **Submissions should include two PDF files—one file containing all drawing sheets and one file containing all other supporting documents.** Only PDF files are acceptable for plan review. Files should be labeled either “Drawings” or “Documents” with the project address included in the file name.
- **Drawing files shall be bookmarked with names based on the drawing sheet number and name.** It is recommended to include a Category/Discipline letter (such as A for Architectural), a sheet number and a descriptive title (e.g., A1 Existing Exterior Elevation).
- **A graphic scale or a scale to reference shall be included on each drawing sheet.**
- **Plans prepared by a design professional shall include a Code Analysis sheet,** referencing the Maine Uniform Building and Energy Code and Portland City Code, Chapter 10 – Fire Prevention and Protection, which includes NFPA 1, Fire Code and NFPA 101, Life Safety Code. Chapter 10 of the City Code can be viewed at:
<http://www.portlandmaine.gov/citycode/chapter010.pdf>.
- **Submissions should include all required documents and drawings as listed on the appropriate Submission Checklist sheet specific to the type of work being performed.**
- **Corrections made by City of Portland plan reviewers will be available for the applicant to view by logging into CSS and selecting “eReviews”.**
- **Revisions submitted in response to plan review comments should be uploaded directly in eReview by logging into CSS, going to the permit record and selecting eReviews.**

For further information and to access PDF versions of this and other forms, visit the Permitting and Inspections Department online at <http://portlandmaine.gov/1728/Permitting-Inspections>.



Reviewed for Code Compliance
Permitting and Inspections Department
Approved with Conditions

11/01/2018

Project Cost = \$16,800



11/01/2018

AUCTION ITEM NO. P1119WS

**MAINE RESIDENTIAL PURCHASE AGREEMENT
WITH JOINT ESCROW INSTRUCTIONS**

This Maine Residential Purchase Agreement with Joint Escrow Instructions (this "Agreement") is executed by and between Buyer and Seller (each as defined below), who agree as follows:

LIMITATION OF SELLER'S LIABILITY AND BUYER'S WAIVER OF IMPORTANT RIGHTS:

BUYER (AS DEFINED IN SECTION 1 OF THIS AGREEMENT) UNDERSTANDS AND ACKNOWLEDGES THAT (i) SELLER (AS DEFINED IN SECTION 1 OF THIS AGREEMENT) HAS OR MAY HAVE ACQUIRED THE PROPERTY (AS DEFINED IN SECTION 1 OF THIS AGREEMENT) THROUGH FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, OR SIMILAR PROCESS, (ii) SELLER HAS NEVER OCCUPIED THE PROPERTY, AND (iii) SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE ABOUT THE CONDITION OF THE PROPERTY. BUYER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER MAY BE SELLING THE PROPERTY AS LAND ONLY, IN ITS PRESENT AND EXISTING PHYSICAL CONDITION AND MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY CONTAINS ANY STRUCTURES OF ANY KIND. BUYER AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS" (AS MORE FULLY SET FORTH IN SECTION 3 OF THIS AGREEMENT).

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, SELLER'S LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN ALL CIRCUMSTANCES AND FOR ALL CLAIMS (AS THE TERM IS DEFINED IN SECTION 3 OF THIS AGREEMENT, AND ALL REFERENCES IN THIS AGREEMENT TO "CLAIMS," "CLAIM," "Claims," or "Claim" SHALL HAVE SUCH MEANING) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE SALE OF THE PROPERTY TO BUYER INCLUDING, BUT NOT LIMITED TO, SELLER'S BREACH OR TERMINATION OF THIS AGREEMENT, ANY DEFECTS (LATENT OR APPARENT), THE CONDITION OF THE PROPERTY, SELLER'S TITLE TO THE PROPERTY, THE OCCUPANCY STATUS OF THE PROPERTY, THE SIZE, SQUARE FOOTAGE, BOUNDARIES, OR LOCATION OF THE PROPERTY, ANY COST OR EXPENSE INCURRED BY BUYER IN SELLING A CURRENT OR PRIOR RESIDENCE OR TERMINATING A LEASE ON A CURRENT OR PRIOR RESIDENCE, OBTAINING OTHER LIVING ACCOMMODATIONS, MOVING, STORAGE OR RELOCATION EXPENSES, OR ANY OTHER COSTS OR EXPENSES INCURRED BY BUYER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO NO MORE THAN:

- (A) A RETURN OF BUYER'S EARNEST MONEY DEPOSIT (AS HEREINAFTER DEFINED) IF THE SALE TO BUYER DOES NOT CLOSE AS FURTHER SET FORTH HEREIN; AND
- (B) THE LESSER OF BUYER'S ACTUAL DAMAGES OR \$6,000.00 IF THE SALE TO BUYER CLOSES.

BUYER SHALL NOT BE ENTITLED TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT IF BUYER MATERIALLY BREACHES THIS AGREEMENT OR AS OTHERWISE SET FORTH IN THIS AGREEMENT.

BUYER AGREES THAT SELLER SHALL NOT BE LIABLE TO BUYER UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLE, THEORY, OR CAUSE OF ACTION ARISING OUT OF OR RELATED IN ANY WAY TO ANY CLAIM, INCLUDING, BUT NOT LIMITED TO, THE AFOREMENTIONED CLAIMS.

ANY REFERENCE TO A RETURN OF BUYER'S EARNEST MONEY DEPOSIT CONTAINED IN THIS AGREEMENT SHALL MEAN A RETURN OF THE EARNEST MONEY DEPOSIT, LESS ANY ESCROW CANCELLATION FEES APPLICABLE TO BUYER UNDER THIS AGREEMENT AND LESS FEES AND COSTS PAYABLE FOR SERVICES AND PRODUCTS PROVIDED DURING ESCROW AT BUYER'S REQUEST. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER WAIVES ANY CLAIMS THAT THE PROPERTY IS UNIQUE AND BUYER ACKNOWLEDGES THAT A RETURN OF ITS EARNEST MONEY DEPOSIT CAN ADEQUATELY AND FAIRLY COMPENSATE BUYER FOR ALL CLAIMS. UPON RETURN OF THE EARNEST MONEY DEPOSIT TO BUYER, THIS AGREEMENT SHALL BE TERMINATED, AND BUYER AND SELLER SHALL HAVE NO FURTHER LIABILITY.

(Maine Residential Purchase Agreement - 2015-2016 Edition - See www.xome.com for details)



11/01/2018

E. **CLOSING DATE:** 12/28/2017 (Subject to Section 8 of this Agreement)

F. **ESCROW/CLOSING AGENT:** Lender Live
1044 Main St #700
Kansas City, MO, 64105
Telephone:
Email Address: LLKCLearn701@lenderlive.com

G. **TITLE INSURANCE COMPANY:** Lender Live

2. **PURCHASE AND SALE.** On and subject to the terms of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, as such term is defined in Section 1 of this Agreement, a legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, for the Purchase Price, as such term is defined in Section 1 of this Agreement. The Property includes all permanent improvements located thereon, including those items which Maine law provides is part of the Property, at Closing. Seller makes no representation or warranties as to the existence or condition of such items. Seller makes no representation or warranty as to the existence, condition, ownership or right of possession of any personal property located on the Property.

3. **PAYMENT OF PURCHASE PRICE.** Buyer shall pay Seller the Purchase Price as follows:

- A. Buyer will deposit with the Escrow/Closing Agent (as defined in Section 1 above) (the "Escrow/Closing Agent") for use to be deposited with the Escrow/Closing Agent the Earnest Money Deposit (as defined above in Section 1 (the "Earnest Money Deposit") within two (2) Business Days after Seller signs this Agreement or this Agreement shall be null and void. A "Business Day" means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by state law to be closed. The Earnest Money Deposit is to be comprised of a cashier's check or cash in the amount of 2% of the purchase price or three thousand Dollars (\$3,000) whichever is greater, as set forth in Section 1C above.
- B. Prior to Closing, as determined under Section 8 below, Buyer shall deposit with the Escrow/Closing Agent in immediately available funds an amount equal to the balance of the Purchase Price, plus Buyer's share of closing costs and prorations, plus Buyer's expenses provided herein.

4. **FINANCING.**

- A. Buyer understands and acknowledges that the purchase of the Property and the consummation of the transaction contemplated in this Agreement IS NOT contingent on Buyer obtaining financing for the purchase of the Property. Notwithstanding that there is no financing contingency, Seller may require Buyer to obtain, and provide to Seller, a pre-qualification letter at, prior to, or after entering into this Agreement. Should Buyer not provide Seller with a copy of such pre-qualification letter within five (5) Business Days of Seller's request for same, Buyer shall be deemed to be in default under this Agreement and Seller shall have the right to terminate this Agreement in Seller's sole and absolute discretion.

BUYER'S INITIALS: DH /

- B. Buyer understands and acknowledges that Seller shall not and will not provide any concessions, discount fees or costs for any financing programs such as VA, FHA, Bond assisted, City Assisted, or other loan programs, nor will Escrow (as hereinafter defined) be extended for such purpose.
- C. Buyer hereby authorizes Seller and/or its agent to contact and request from Buyer's lender, and for a job lender to provide to Seller and Seller's agent, Buyer's current credit and loan status. If Buyer is obtaining financing Buyer acknowledges that Buyer is going so at Buyer's sole cost and expense. Buyer understands and agrees that the obtaining of any financing is not shall remain



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amend this Agreement, wherein it will specify the amended Closing Date. Any extension failing to specify the Closing Date, as amended, shall be void. The Extension Fee WILL NOT be credited towards the Purchase Price under any circumstances. In the event Buyer does not purchase the Property and the transaction contemplated by this Agreement fails to close, such accrued Extension Fee shall immediately be due and owing to Seller (See **Section 12** of this Agreement).

- (4) If the Closing Date is extended pursuant to an addendum or amendment to this Agreement, or by mutual escrow instructions executed by both Seller and Buyer, then the Escrow/Closing Agent shall close Escrow on the Closing Date, as so extended.

C. **CONDITIONS PRECEDENT.** Closing is further subject to each of the following conditions precedent (the failure of any of which shall not, in and of itself, relieve any party of its obligations set forth elsewhere in this Agreement): (1) Seller shall have delivered the Seller's Deliveries set forth in **Section 6F(1)** below, (2) Buyer shall have delivered the Buyer's Deliveries set forth in **Section 6F(2)** below, (3) Seller shall not have given written notice to the Escrow/Closing Agent that Buyer is in default of this Agreement, and (4) the Title Insurance Company identified in **Section 1** above (the "**Title Company**") shall have irrevocably committed to issue to Buyer an Owner's Policy showing coverage in the amount of the Purchase Price and showing insurable title to the Property vested as stated in **Section 1** above, subject to any and/or all of the following, if applicable (the failure of which shall not be deemed a default of Seller):

- (1) The Title Company's standard exceptions.
- (2) The following encumbrances and other matters:
 - (i) Liens for all current general and special real property taxes and assessments not yet due and payable;
 - (ii) Covenants, conditions, restrictions, reservations, rights, rights of way, and easements of record, if any.
 - (iii) The terms, conditions, obligations, liens and/or security interests set forth in Buyer's mortgage or deed of trust, together with any and all assignments of leases and rents, financing statements and any other instrument that Buyer's lender desires to record/file in the real property records of the county of the Property in connection with any such loan that Buyer may obtain in order to purchase the Property ("**Buyer's Loan Documents**");

The standard exceptions in the printed form of the ALTA Standard Coverage Owner's Title Insurance Policy or Lender's/Mortgagee's Title Insurance Policy and any other exceptions or other matters contained or disclosed in the preliminary title report and/or commitment delivered by the Title Company with respect to the Property.

- (iv) Any state of facts, encumbrances, encroachments, items or matters that would be shown on an accurate survey and/or revealed by a personal inspection of the Property;
- (v) Any laws, regulations, ordinances (including, but not limited to, zoning, permitting, building and environmental) as to the use, occupancy, subdivision or improvement of the Property adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof, including, but not limited to, any disclosure and/or report required by ordinance;
- (vi) Any conditions, covenants or restrictions contained in the Deed (as defined below);
- (vii) Rights of existing tenants and/or occupants of the Property, if any; and



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(v) Buyer is the former mortgagor of the Property whose interest was foreclosed, is related to or affiliated in any way with the former mortgagor and Buyer has not disclosed this fact to Seller prior to Seller's acceptance of the Agreement. Such failure to disclose shall constitute a material breach under the Agreement, entitling Seller to exercise any of its rights and remedies, including, without limitation, retaining the Earnest Money Deposit; or

(vi) Seller, at Seller's sole discretion, determines that the sale of the Property to Buyer, or any related transactions are in any way associated with illegal activity of any kind.

In the event Seller elects to terminate the Agreement pursuant to this subsection 3, Seller may return Buyer's Earnest Money Deposit and the parties shall have no further rights or obligations under the Agreement, except as to any provision that survives termination of this Agreement.

II. **ADDITIONAL ESCROW INSTRUCTIONS.** Seller and Buyer have read and agreed to all of the additional escrow instructions, if any, which are attached hereto as Exhibit C and incorporated in this Agreement. In the event of a conflict between any escrow instructions set forth in Exhibit C (or any escrow instructions set forth in a separate document) and this Agreement, including all exhibits and addenda hereto, the terms of this Agreement and the exhibits and addenda attached hereto shall control.

BUYER'S INSPECTION.

A. **REPRESENTATIONS/WARRANTIES.** Buyer represents and warrants to Seller that: (1) prior to the execution of this Agreement, Buyer has had adequate time and access to the Property to (i) conduct a complete and thorough inspection of the Property, (ii) examine all title matters and other matters concerning the Property and (iii) review all agreements relating to the Property, including, but not limited to, the disclosures and reports required by any law, rule or ordinance; (2) prior to the execution of this Agreement, Buyer has conducted and completed such inspections, or has freely and voluntarily waived the right to conduct any such inspections; (3) Buyer is purchasing the Property based solely upon Buyer's own inspection and investigation of the Property; (4) prior to the execution of this Agreement, Buyer has satisfied himself/herself/inself in all respects as to the Property and the condition thereof, including, without limitation, the value of the Property, its location, its insurability, its physical condition, its environmental condition, the structure's or environmental integrity of any and all improvements on the Property, all title matters concerning the Property, all applicable common interest community, condominium community and unit owner's or homeowner's association documents, rules and regulations concerning the Property, and all other matters with respect to the Property; and (5) Buyer is aware of all laws, rules, ordinances and requirements affecting the use, condition and ownership of the Property, including, without limitation, all applicable zoning and land use regulations and local ordinances. Seller and its agents make no representation or warranty, and Buyer has investigated to Buyer's satisfaction, regarding whether the location of the Property is in an earthquake fault zone, seismic hazard zone, flood hazard zone, state responsibility area (fire hazard area), very high fire hazard severity zone, or area of potential flooding or whether the Property is subject to any flood disaster or other insurance requirements, or whether the Property contains wetlands or other environmental constraints. Buyer acknowledges and agrees that Seller, and Seller Released Parties shall not have liability for any Claims (as defined in Section B) that Buyer or Buyer's successors or assigns may incur as a result of construction or other defects that may now or hereafter exist with respect to the Property.

Buyer will not occupy, or cause or permit others to occupy, the Property prior to Closing and payment of the Purchase price in full, and unless and until any necessary certificate of occupancy has been obtained from the appropriate governmental entity, Buyer will not occupy or cause or permit others to occupy the Property until after Closing.

Buyer further understands and acknowledges that Seller may be selling the Property as LAND ONLY in its present and existing physical condition. Buyer acknowledges and agrees that prior to entering into this Agreement, Buyer had the opportunity to conduct his/her's own due diligence, such due diligence and investigation having included investigations of the entire Property in order to determine its present condition and value since Seller may not be aware of all the defects affecting the Property or other factors that Buyer considered important in making his/her's/their

Buyer hereby certifies that the information provided herein is true and correct to the best of his/her's/their knowledge.



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decision to purchase the Property. Neither Seller nor any of Seller's brokers, agents or auctioneers make any representations or warranties regarding suitability to build or inhabit the value of the Property, lot size, property lines, legal or physical access, boundaries, including fixtures of the Property shared in common with adjoining landowners such as walls, fences, roads and coveys whose use or responsibility for maintenance may have an effect on the Property, or any encroachments, easements or similar matters that may affect the Property. Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries.

B. BUYER INDEMNITY AND SELLER PROTECTION FOR ENTRY UPON PROPERTY. In connection with any due diligence, inspection, test, study, survey, visit and/or investigation of the Property ("Buyer's Inspection") by Buyer or any person acting on Buyer's behalf, Buyer shall (1) keep the Property free and clear of liens; (2) repair all damage arising from Buyer's Inspection; and (3) indemnify, defend and hold Seller and its agents harmless from all liability, claims, demands, damages and/or costs directly or indirectly arising therefrom. Buyer shall carry, or require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Inspection prior to Closing. Notwithstanding any other provision of this Agreement to the contrary, the obligations and agreements of Buyer under this Section 7B shall survive the Closing of the transaction contemplated by this Agreement or the earlier termination of this Agreement.

5. DISCLAIMER AND DISCLOSURES.

A. DISCLAIMER.

Buyer acknowledges that Seller has or may have acquired title to the Property as a result of a sale conducted pursuant to a foreclosure action under Maine state laws, a power of sale under a mortgage or deed of trust or by a deed in lieu of foreclosure as set forth in 33 MRSA §172. Therefore, to the fullest extent permissible by applicable law, Seller is exempt from any Maine state law requirements regarding the making of certain disclosures, including, without limitation, the Residential Real Property Disclosure Statement set forth in 33 MRSA §173, et seq. Therefore, to the fullest extent permissible by applicable law, Seller has not made any disclosures regarding the Property, and, as a result, any rights Buyer may have in connection with any disclosure statements required under Maine law shall not be available, including, without limitation, any right to terminate this Agreement. To the fullest extent permissible by applicable law, Buyer expressly waives the right to receive any such disclosure statement regarding the condition of the Property. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the Property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's auctioneers, representatives, brokers, or agents, or that Seller may have received otherwise. Any such reports furnished by Seller, Seller's auctioneers, representatives, brokers or agents in connection herewith shall be for informational purposes only, are not made part of this Agreement, and Seller makes no representations, warranties, promises, covenants, agreements or guarantees, express or implied, oral or written, about their accuracy or completeness or the condition of the Property. Buyer acknowledges that in consideration of Seller's execution of this Agreement, Buyer, on behalf of itself and all other parties having any Claims (as defined in Section 9 of this Agreement), covenants that, to the fullest extent permissible by applicable law, neither Buyer nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation, any auctioneer, real estate broker or agent representing Seller.

B. OTHER DISCLOSURES.

(*) **ASSESSMENTS.** If the Property is subject to a special assessment (or imposed by a public body payable in installments which continue beyond Closing, Buyer shall be responsible to pay and pay any and all amounts which become due after Closing.



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(2) **RADON.** Radon is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines may have been found in buildings in the state where the Property is located. Additional information regarding radon and radon testing may be obtained from your county or state health unit. Buyer represents and warrants that he/she/it has not relied on the accuracy or completeness of any representations that have been made by Seller and/or any of Seller's brokers; agent(s) or auctioneer(s) as to the presence of radon and that Buyer has not relied on Seller's and/or any of Seller's broker(s), agent(s) or auctioneer(s) failure to provide information regarding the presence or effects of any radon found on the Property. Real estate brokers and agents are not generally qualified to advise buyers on radon treatment or its health and safety risks.

(3) **MOLD.** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Real property (including, but not limited to, the basement) is or may be affected by water or moisture damage, toxic mold, and/or other environmental hazards or conditions. Seller further advises Buyer that as a consequence of possible water damage and/or excessive moisture, the Property may be or has been irrevocably contaminated with mildew, mold and/or other microscopic organisms. Buyer is being advised that exposure to certain species of mold may pose serious health risks, and those individuals with immune system deficiencies, infants and children, the elderly, individuals with allergies or respiratory problems, and pets are particularly susceptible to experiencing adverse health effects from mold exposure. Buyer acknowledges that Seller has advised Buyer to make his/her own evaluation of the Property and to have the Property thoroughly inspected. Buyer has been further advised by Seller that all areas contaminated with mold, and/or other environmental hazards or conditions, should be properly and thoroughly remediated. Additionally, Buyer has been advised by Seller that hesitation of the Property without complete remediation may subject the inhabitants to potentially serious health risks and/or bodily injury. Buyer acknowledges that it is the sole responsibility of Buyer to conduct any remediation on the Property. Buyer also acknowledges that Buyer is buying the Property AS IS, WHERE IS, and WITH ALL FAULTS AND LIMITATIONS. Buyer represents and warrants to Seller that Buyer has made his own inspection and evaluation of the Property to Buyer's complete satisfaction and Buyer accepts the Property AS IS, WHERE IS, and WITH ALL FAULTS AND LIMITATIONS at the time of Closing. Buyer is electing to purchase the Property from Seller in an AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS condition with full knowledge of the potential condition of the Property, the potentially serious health risks and the potential liability that Buyer could incur as the owner of the Property for claims, losses, and damages arising out of any toxic mold contamination, and/or other environmental hazards or conditions on the Property. Buyer agrees that the purchase price of the Property reflects the agreed upon value of the Property AS IS, WHERE IS, WITH ALL FAULTS AND LIMITATIONS taking into account the aforementioned disclosures.

(4) **LEAD-BASED PAINT DISCLOSURE.** If the Property was built prior to 1978, Seller shall (i) notify Buyer of any known lead-based paint ("LBP") or LBP hazards in the Property; (ii) provide Buyer with any LBP risk assessments or inspections of the Property in Seller's possession; (iii) provide Buyer with the Disclosure of Information on LBP and Lead-Based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family From Lead in Your Home" (collectively, the "LBP Information"). Buyer shall return a signed copy of the Lead-Based Paint / Lead-Based Paint Hazard Disclosure and Acknowledgement form that is attached to this Agreement to Seller prior to the Close of Escrow.

The LBP information was provided prior to the Close of Escrow. Buyer hereby waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

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- (5) **PROPERTY TAX DISCLOSURE SUMMARY.** Buyer should not rely on Seller's current property taxes as the amount of property taxes that Buyer may be obligated to pay in the year subsequent to purchasing the Property. A change of ownership, use, or property improvements may trigger reassessments of the Property that could result in higher property taxes. If Buyer has any questions concerning valuation, Buyer is advised to contact the county property appraiser's office for information.
- (6) **PERMITS AND REPAIRS.** If the Property is located in a jurisdiction that requires (i) a certificate of occupancy, smoke detector certification, septic certification, or any similar certification or permit, or (ii) any form of improvement or repair to the Property (collectively, "Permits and Repairs"), Buyer acknowledges and agrees, unless otherwise required by law, that Buyer shall be responsible for obtaining and/or performing any and all of the Permits and Repairs, at Buyer's sole cost and expense, including, but not limited to, any certificate of use or other certification required by any applicable city, county, local or other ordinance. Buyer shall make application for and/or commence all Permits and Repairs within ten (10) days of Seller signing this Agreement and any exhibits and addenda hereto. Seller makes no representations or warranties regarding compliance or conformity with any building codes, ordinances, laws, rules or regulations. Further, any permits that have been applied for or opened by Seller shall be duly closed out at or prior to Closing by Seller. Any open or expired permits applied for or opened by any other party, including any prior owner of the Property, and that Seller is made aware of, shall not be closed out or otherwise dealt with by Seller, and any efforts or repair/replacement work that is required to close out the permit(s) shall be done by the Buyer at the Buyer's sole cost and responsibility.
- (7) **CONDOMINIUM/PUD/HOMEOWNERS ASSOCIATION.** If the Property is in a common interest community or planned community unless otherwise required by law, Buyer acknowledges that Buyer, at Buyer's own expense, was and is responsible for (a) obtaining and (c) reviewing the declaration of covenants, conditions, restrictions and/or bylaws and other documentation regarding such common interest community or planned community and Buyer acknowledges that, prior to Buyer's execution of this Agreement, Buyer has reviewed such documentation to the fullest extent Buyer deems necessary and, upon execution of this Agreement, Buyer is deemed to have accepted the declaration of covenants, conditions, restrictions and/or bylaws of the common interest community or planned community. Seller shall only be obligated to pay fees, charges and/or other costs that are required or want to applicable state statute(s), for homeowner association related fees incurred prior to the Closing or that the Seller has otherwise agreed in writing to pay. Buyer shall pay and be solely responsible for all other related current, or outstanding homeowner association fees or costs of any nature to complete the purchase transaction.
- (8) **BUILDING AND ZONING CODES.** Buyer should consult the local jurisdiction for information on building and zoning codes or information about transportation belts and/or planned or anticipated land use within proximity of the Property. Seller makes no representations or warranties regarding compliance or conformity with any building codes, ordinances, laws, rules, or regulations.
- (9) **SQUARE FOOTAGE.** Buyer acknowledges that the square footage of the Property has not been measured by Seller, Seller's broker(s), agent(s) or its auctioneer(s) (including the square footage of the lot and home) and the square footage quoted on any marketing tools, such as advertisements, brochures, MLS data, the auction website and any other information provided, is based on information supplied to Seller and is deemed approximate and not guaranteed. Buyer further acknowledges that Buyer has not relied upon any such marketing tool and that such tools are not representations and/or warranties of Seller or any its broker(s), agent(s) or auctioneer(s). Buyer is buying the Property AS IS, WHERE IS WITH ALL FAULTS AND LIMITATIONS and Buyer acknowledges Buyer's responsibility to perform all due diligence and investigation regarding Buyer's acquisition of the Property, including the measurement or confirmation of the square footage of the Property.



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- E. NO REPAIRS.** Buyer acknowledges and agrees that Seller is selling the Property AS IS, WITH ALL FAULTS AND LIMITATIONS and Seller shall have no liability for or any obligation to make any repairs or improvements of any kind to the Property including, but not limited to, required repairs or improvements that result from the inability of Buyer to obtain a certificate of occupancy, certificate of use or municipal code compliance certificate. If required, for the Property, neither Buyer nor its representatives shall enter upon the Property to make any repairs and/or treatments prior to Closing without the prior written consent of Seller. Buyer acknowledges that all repairs and treatments are done for the benefit of Seller and not for the benefit of Buyer unless and until the Closing Date has occurred in accordance with the Agreement. Seller shall comply with laws and ordinances regarding the presence of smoke detector(s), carbon monoxide detectors and/or fire extinguishers required at the Property, if any, or any other similar law or ordinance that requires Seller's compliance. Notwithstanding the foregoing, Buyer acknowledges that Seller cannot guaranty compliance with the aforementioned if the Property is occupied and Seller or its brokers and agents cannot reasonably gain access to the Property. In each event, to the fullest extent permissible by applicable law, Buyer agrees that any and all additional smoke detectors, carbon monoxide detectors and/or fire extinguishers required by any applicable ordinance shall be installed by Buyer at Buyer's sole cost and expense prior to the Closing Date. In some municipalities, a certificate of occupancy, certificate of use or municipal code compliance certificate may be required in order to transfer and/or occupy the Property. If a certificate of occupancy, certificate of use or municipal code compliance certificate is required to be obtained in order for the Property to be transferred to or occupied by Buyer, Buyer shall obtain such certificate of occupancy, certificate of use or municipal code compliance certificate at Buyer's sole cost and expense. If any violations at the Property shall be required to be corrected by the municipality or other work performed at the Property to obtain a certificate of occupancy, certificate of use or municipal code compliance certificate, Buyer shall correct and/or perform same at Buyer's sole cost and expense. Seller makes no representation or warranty as to whether a certificate of occupancy, certificate of use or municipal code compliance certificate is required or whether the Property may be occupied by Buyer. Buyer shall indemnify, defend and hold Seller harmless from and against all fines, penalties, costs, expenses, claims and liabilities arising out of or relating to Buyer or Buyer's representatives making repairs to the Property prior to the Closing Date, or obtaining, or its failure to obtain, a certificate of occupancy, certificate of use or municipal code compliance certificate, if such is required. This indemnification shall survive the Closing Date and shall not be deemed to have merged into any of the documents executed or delivered at Closing. Seller makes no representations or warranties regarding compliance or conformity with any building codes, laws, rules or regulations.
- F. PRELIMINARY TITLE REPORT.** Buyer acknowledges and agrees that prior to Closing, Buyer will have obtained, read and approved copies of (1) a preliminary title report or commitment for the Property, (2) the recorded master deed, covenants, conditions, restrictions, reservations, rights, rights of way and easements, encumbrances and any other item or matter of record, if any, affecting the Property, and (3) any and all other matters disclosed in the preliminary title report or commitment delivered from the Title Company to Buyer. If a survey is required to close, Buyer shall bear the cost, expense and sole responsibility of obtaining a survey acceptable to the Title Company and any lender.
- G. EXECUTION OF DISCLOSURES BY BUYER.** Buyer shall execute, deliver and deposit with the Escrow/Closing Agent, at or prior to the Closing Date, all federal, state and local disclosures concerning the Property that Buyer is required to execute under applicable laws and regulations or required by the Escrow/Closing Agent.
- H. OCCUPIED PROPERTY.** Seller makes no representations or warranties as to whether the Property is, or is not, occupied as of the Close of Escrow. Seller and their representatives, brokers, agents, sublicensees, and assigns, shall not be responsible for evicting or relocating any tenants, occupants or personal property at the Property prior to or subsequent to the Closing Date.
- 11) Buyer hereby expressly waives any right to terminate this Agreement based on the status of occupancy of the Property.
 - 12) Buyer acknowledges that Buyer may be subject to the Protecting Tenant's at Foreclosure Act of 2009, set forth as Division A, Title VII of the Helping Families Save Their Homes Act of 2009 (Pub. L. 111-22, 123 Stat. 1632, S. 386, enacted



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May 20, 2006] (the "Act") or similar state law, as applicable. Buyer is advised to consult with an attorney to fully understand the import and impact of the foregoing. Buyer agrees Buyer shall have no recourse against Seller in the event Buyer is disposed of the Property through redemption or otherwise by an eligible prior owner.

(3) The Property may be subject to leasehold interests of various tenants. Seller has included in the Disclosures true copies of all leases and amendments, if any, in Seller's actual possession. Seller makes no warranties or representations as to whether or not any of the leases provided to Buyer, or any other lease that may affect the Property, are valid leases that will be in full force and effect as of Closing; whether or not anyone else has the right to possess the Property; whether or not any rent concessions were given to any former or current tenant; whether or not any other agreements were made with the tenants, if any; whether or not any rent charged violates any applicable rent control ordinance, statute, or law, whether or not any other violations of any applicable ordinance, statute or law exist; and whether or not Seller or any tenant is in default under any applicable lease. Buyer agrees that all eviction proceedings and other duties and responsibilities of a property owner and landlord, including, but not limited to, those proceedings required for compliance with local rent control ordinances or regulations, will be Buyer's sole responsibility regardless of whether arising prior to, on or after the Closing Date. Because the Property may have been acquired by Seller through foreclosure, trustee's sale pursuant to a power of sale under a deed of trust, power of sale under a mortgage, sheriff's sale or deed in lieu of foreclosure, Seller has no security deposits or last month's rent to surrender to Buyer, and no sums representing such tenant security deposits or any rights, title, or interest in such deposits shall be transferred to Buyer as part of this transaction. Buyer shall be solely responsible for notifying tenants of the transfer of ownership of the Property, and, to the fullest extent permissible by applicable law, shall be liable to any and all tenants for repayment of any outstanding security deposit, less lawful deductions pursuant to applicable law. This provision shall survive Closing and shall not be deemed to have merged into any of the documents executed or delivered at Closing. Buyer shall defend, indemnify and hold harmless Seller, its affiliates, parent companies, officers, directors, shareholders, auctioneers, brokers, agents, attorneys and representatives from and against any claims, demands, actions or expenses, including reasonable attorney's fees, arising out of any and all actions concerning security deposits, and for any eviction or unlawful detainer or other litigation arising out of the tenancy, occupancy or lease of the Property after the Closing Date including, but not limited to, any violation of any state or federal law, rule or regulation regarding tenant's occupancy of the Property.

(4) Buyer shall be responsible for installing new locks on the Property immediately after Closing, and Buyer shall hold Seller and Seller's representatives and agents harmless from, and indemnify Seller and Seller's representatives and agents against, any and all damages, claims, liens, liabilities, costs, injuries, attorney's fees and expenses of every kind and nature that may be made against Seller as a result of Buyer's failure to install new locks on the Property.

1. **POSSESSION.** Seller shall deliver possession of the Property to Buyer at the Close of Escrow and funding of the transaction contemplated herein. Other than the rights granted to Buyer in this Agreement, Buyer shall have no further right to access or inspect the Property prior to the Close of Escrow. The delivery of possession of the Property shall be subject to the rights of any tenants or parties in possession per Section 4H hereinafter. If Buyer alters the Property, or causes the Property to be altered, in any way and/or occupies the Property, or allows any other person to occupy the Property, prior to the Close of Escrow and funding of the transaction without the prior written consent of Seller, then (A) Such event shall constitute a material default by Buyer under this Agreement; (B) Seller may terminate the Agreement; (C) Buyer shall be liable to Seller for all claims caused by any such alteration or occupation of the Property prior to, or continuing after, the termination of this Agreement; and (D) Buyer waives all claims that Buyer may have with respect to any improvements made by Buyer to the Property including, but not limited to, any claims for unjust enrichment.



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LIABILITY TO BUYER. BUYER AGREES THAT SELLER, AND EACH OF THEIR REPRESENTATIVES, BROKERS, AGENTS, AUCTIONEERS, SUCCESSORS AND ASSIGNS SHALL HAVE NO LIABILITY FOR ANY CLAIM OR LOSSES BUYER OR BUYER'S HEIRS, SUCCESSORS AND ASSIGNS MAY INCUR AS A RESULT OF DEFECTS THAT MAY NOW, OR MAY HEREAFTER, EXIST WITH RESPECT TO THE PROPERTY, AND BUYER SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND SELLER, AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS SUCCESSORS AND ASSIGNS FROM ANY SUCH CLAIM. THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR THE EARLIER TERMINATION OF THIS AGREEMENT.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER AND ANYONE CLAIMING BY THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE SELLER AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS, SUCCESSORS AND ASSIGNS ("SELLER RELEASED PARTIES") FROM ANY AND ALL CLAIMS, THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTIONEERS, BROKERS, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, WHETHER ADMINISTRATIVE OR JUDICIAL, LOSSES, COSTS (INCLUDING ANY AND ALL REASONABLE ATTORNEYS' FEES, COURT COSTS, AND REASONABLE COSTS OF INVESTIGATION, LITIGATION, AND SETTLEMENT), EXPENSES, SANCTIONS, CURTAILMENTS, INTEREST, LIABILITIES, PENALTIES, FINES, DEMANDS, EXPENSES, LIENS, JUDGMENTS, COMPENSATION, FEES, LOSS OF PROFITS, INJURIES, DEATH, AND/OR DAMAGES, OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, JOINT OR SEVERAL, CRIMINAL OR CIVIL, OR IN LAW OR IN EQUITY ("CLAIMS") ARISING FROM OR RELATING TO THE PROPERTY, BUYER'S BREACH OF OR FAILURE TO COMPLY FULLY WITH ANY PROVISION IN THIS AGREEMENT, INSPECTIONS OR REPAIRS MADE BY BUYER OR HIS/HER/ITS AGENTS, REPRESENTATIVES, BROKERS, EMPLOYEES, CONTRACTORS, SUCCESSORS OR ASSIGNS, THE IMPOSITION OF ANY FINE OR PENALTY IMPOSED BY ANY GOVERNMENTAL ENTITY RESULTING FROM BUYER'S FAILURE TO TIMELY OBTAIN ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER REQUIRED CERTIFICATE OR PERMIT, OR TO COMPLY WITH EQUIVALENT LAWS AND REGULATIONS, CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE PROPERTY, ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF, OR THE USE, RELEASE OR DISPOSAL OF, IN OR UNDER THE PROPERTY OF ANY HAZARDOUS SUBSTANCE AND THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS PROVISION SHALL SURVIVE CLOSING. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER.

THE OBLIGATIONS AND AGREEMENTS OF BUYER UNDER THIS SECTION 9 SHALL SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT. THIS MEANS THAT THE TERMS OF THIS SECTION 9 WILL CONTINUE TO HAVE LEGAL EFFECT EVEN AFTER CLOSING OR ANY OTHER TERMINATION OF THIS AGREEMENT.

10. **CONVEYANCE OF TITLE.** All of Seller's right, title and interest in the Property shall be conveyed to Buyer by Deed on a form acceptable to Seller in Seller's sole and absolute discretion. Seller shall be under no obligation to (A) remove any title exception, (B) bring any action or proceeding or bear any expense in order to enable Seller to convey title to the Property in accordance with this Agreement or (C) otherwise make the title to the Property insurable by the Title Company. Any attempt by Seller to remove such title exceptions shall not impose an obligation upon Seller to remove such exceptions. Buyer acknowledges that Seller's title to the Property may be subject to court approval of foreclosure or to a mortgagee's right of redemption. IF, FOR ANY REASON, SELLER (A) IS UNABLE TO MAKE THE TITLE INSURABLE OR CORRECT TITLE PROBLEMS OR (B) IS UNABLE TO ASSIST THE BUYER IN PROCURING FROM THE TITLE COMPANY, OR ANOTHER REPUTABLE TITLE INSURANCE COMPANY, AN OWNER'S POLICY AND LOAN POLICY, IF APPLICABLE, AT REGULAR RATES (C) DETERMINES IN ITS SOLE DISCRETION THAT IT IS UNABLE, OR IT IS ECONOMICALLY NOT FEASIBLE, TO CONVEY GOOD AND MARKETABLE TITLE TO THE PROPERTY INSURABLE BY THE TITLE COMPANY, OR ANOTHER REPUTABLE TITLE INSURANCE COMPANY, AT REGULAR RATES, AT THE CLOSING DATE, AND THE CLOSING DATE IS NOT EXTENDED OR OTHERWISE AMENDED AS SET FORTH ELSEWHERE IN THIS AGREEMENT (OR BY SELLER IN ITS SOLE AND ABSOLUTE DISCRETION), OR (D) DETERMINES, IN ITS SOLE DISCRETION TO TERMINATE THE AGREEMENT AND DEEM THE AGREEMENT NULL AND VOID, IF REQUIRED BY APPLICABLE LAW, AND/OR IF REQUIRED BY ANY EXISTING CONTRACT OR AGREEMENT BINDING UPON SELLER AND/OR THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY AGREEMENTS WITH THE PRIOR OWNER OF THE PROPERTY, ANY MORTGAGE INSURER OR ANY MORTGAGE BROKER,



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- C. **BUYER'S EXPENSES.** To the fullest extent permissible by applicable law, Buyer shall pay, notwithstanding state or local custom, all costs of credit reports, the premium for the Loan Policy (if allocable), as well as any fees and additional costs and expenses associated with extended coverage and/or title endorsements associated with the Owner's Policy and the Loan Policy and any Maine documentary stamp taxes or other documentary transfer tax or deed tax that may be imposed upon sellers and/or buyers of Maine real property pursuant to Maine law, loan fees, loan points and other costs of Buyer's lender in connection with Buyer's Loan Documents and Buyer's loan (if applicable), tax service fees, recordation fees for the Deed and Buyer's Loan Documents, Buyer's share of operations under Section 11A above, and first month's condominium homeowner's association membership fees and assessments, if any, all escrow fees and charges unless otherwise required by law or agreed to in writing by Seller and other closing costs of Buyer. To the fullest extent permissible by applicable law, all other costs and expenses, including any cost expense or transfer tax imposed by any state or local entity not otherwise addressed herein, shall be paid by Buyer. Any and all termite clearances and reports and any inspections required by any lender and/or reports recommended or required by any termite and/or property inspector (report including, but not limited to, any roof calculations, shall all be at the sole cost and expense of Buyer. Buyer authorizes the Escrow/Closing Agent to debit Buyer's account in the amount of twenty dollars (\$20.00) at Closing in the event Buyer fails to deposit with the Escrow/Closing Agent a change of ownership statement and to the extent any such statement is required. The foregoing costs and expenses shall be paid by the Escrow/Closing Agent on Buyer's behalf from funds deposited into Escrow by Buyer.
- D. **PRE-CLOSING EXPENSES.** Buyer and Seller are aware that the Escrow/Closing Agent may incur certain expenses during the course of processing this transaction which must be paid prior to Closing. Such costs may include, but are not limited to, demand request fees, homeowner association document fees, courier fees, overnight mail service and building and/or inspection reports, if applicable. Escrow/Closing Agent is authorized and instructed to release FUNDS for payment of such costs prior to Closing from funds deposited into Escrow by Buyer. The parties acknowledge that the funds are not refundable and the Escrow/Closing Agent is specifically released from all responsibility and/or liability for payment of any funds not released through Escrow. At Closing, the Escrow/Closing Agent is authorized to charge the appropriate party for costs incurred, or to credit party if necessary.
- E. **POST-CLOSING AND SUBSEQUENT NOTICE OF COSTS, LIENS, OR ASSESSMENTS.** The acceptance of the Deed by Buyer will be deemed to constitute full compliance by Seller with all of the terms and conditions of this Agreement. To the fullest extent permissible by applicable law, Seller shall NOT be responsible for any unpaid real estate taxes and/or assessments, levies, fees, fines, penalties, homeowner association fees, dues and charges, utility charges or any other charges not readily obtainable from a title search prior to Closing. IF AT ANY TIME AFTER CLOSING, BUYER OR HIS/HERITS ASSIGNS OBTAINS ACTUAL OR CONSTRUCTIVE NOTICE OF ANY COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS ASSOCIATED WITH THE PROPERTY THAT WERE NOT OF RECORD AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, CODE VIOLATIONS, TAXES, FEES, CHARGES, UTILITY LIENS, OR HOMEOWNER ASSOCIATION OR CONDOMINIUM ASSESSMENTS, BUYER SHALL SOLELY BE RESPONSIBLE FOR THEIR PAYMENT AND SATISFACTION AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER HEREBY RELEASES SELLER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AUCTIONEERS, BROKERS AGENTS, SUCCESSORS AND ASSIGNS OF ANY AND ALL LIABILITY IN CONNECTION THERETO, REGARDLESS OF WHETHER SELLER OWNED THE PROPERTY AT THE TIME SUCH COSTS WERE ASSESSED OR INCURRED OR SELLER HAD ACTUAL OR CONSTRUCTIVE NOTICE OF THE EXISTENCE OF SUCH COSTS, LIENS, ASSESSMENTS, OR JUDGMENTS. Buyer is responsible for verifying any possible liens, judgments or assessments that may not be of record and hereby releases Seller from any and all liability related to any such liens, judgments or assessments. Notwithstanding anything to the contrary in this Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of this Agreement, including paragraphs A, B, C and D under this Section 11, shall survive Closing, funding and the delivery of the Deed, or termination of this Agreement by any party, and continue in full force and effect.

12. **DEFAULT AND REMEDIES.** By initialing below, Buyer and Seller elect for this entire Section to apply:

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PRIOR TO COMMENCEMENT OF COURT ACTION, ALTHOUGH THE PARTIES MAY VOLUNTARILY MUTUALLY AGREE TO SUCH ARBITRATION BY INITIALING THIS SECTION AS SET FORTH BELOW.

- B. **ARBITRATION OF DISPUTES.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, BUYER AND SELLER AGREE THAT ANY DISPUTE OR CLAIM IN LAW OR EQUITY ARISING BETWEEN THEM OUT OF THIS AGREEMENT SHALL BE DECIDED BY NEUTRAL, BINDING ARBITRATION HELD IN DENTON COUNTY, TEXAS, WITH AND UNDER THE DISPUTE RESOLUTION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). IN ADDITION, ANY DISPUTE ARISING OUT OF THIS AGREEMENT, INCLUDING ITS INTERPRETATION, ENFORCEABILITY, AND THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES WILL BE DECIDED BY THE ARBITRATOR. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

SUBJECT TO SECTION 13A ABOVE, BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL BINDING ARBITRATION AS PROVIDED BY MAINE LAW AND ARE GIVING UP ANY RIGHTS BUYER AND SELLER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, BUYER AND SELLER ARE GIVING UP THEIR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF EITHER PARTY REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THAT PARTY MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF APPLICABLE TEXAS LAW. BUYER'S AND SELLER'S AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

- C. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "DISPUTE RESOLUTION" PROVISION TO NEUTRAL BINDING ARBITRATION.

SELLER'S INITIALS MH

BUYER'S INITIALS DH

14. **RISK OF LOSS.** If any material portion of the Property is damaged or destroyed prior to Closing (as determined by Seller in its sole discretion, Seller shall give Buyer written notice thereof). Buyer shall have the option, exercisable within ten (10) Business Days after receipt of such written notice, to either (a) terminate this Agreement or (b) consummate this Agreement in accordance with its terms. In any event, Seller shall not be deemed to be in default under the Agreement as a result of such damage or destruction. Buyer shall be deemed to have waived its right to terminate this Agreement if Buyer does not notify Seller in writing of its election to terminate this Agreement within ten (10) Business Days after receipt of Seller's written notice of material damage. Notwithstanding the foregoing, any termination notice given by Buyer under this Section shall be rendered ineffective if, within five (5) Business Days after Seller's receipt of such written notice, Seller delivers to Buyer Seller's written agreement to repair, at Seller's sole cost and expense, all such damage. In such event the Closing Date shall be deemed automatically extended by the third (3rd) Business Day following Seller's completion of such repair. Buyer shall not be entitled to any insurance proceeds or retain any rights with respect to any claims Seller may have with regard to insurance maintained by Seller with respect to the Property.

15. **JOINT CLOSING INSTRUCTIONS TO ESCROW/CLOSING AGENT.** The applicable portions of this Agreement constitute the joint closing instructions of Buyer and Seller to the Escrow/Closing Agent, with the Escrow/Closing Agent is to use along with any related additional closing instructions as referred to in Section 6 above, general provisions and/or any mutual instructions provided by Buyer and Seller to close the transaction contemplated by this Agreement.

16. **MISCELLANEOUS MATTERS.**

- A. **ASSIGNMENT OF BUYER'S INTEREST; RIGHTS OF OTHERS.** Buyer may not assign or record its, her, their and/or its right, title or interest in the transaction without the express or written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller. Seller may assign the Agreement at its sole discretion without prior notice to, or consent of, Buyer.



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The Agreement does not create any rights, claims or benefits inuring to any person or entity other than Seller's successors and/or assigns, that is not a party to the Agreement, nor does it create or establish any third party beneficiary to the Agreement.

B. **MULTIPLE LISTING SERVICE.** If Seller's or Buyer's broker is a participant of an Association/Board multiple listing service ("MLS"), such broker is authorized to report the sale, its price, terms, and financing for the publication, dissemination, information and use of the MLS, its parent company authorized members, participants and subscribers.

C. **TITLES, HEADINGS, AND CAPTIONS.** All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

D. **OTHER AGREEMENTS.** This Agreement and any exhibits, addenda and enclosures attached hereto constitute the entire agreement between Buyer and Seller concerning the subject matter hereof and there are no oral or other written agreements between Buyer and Seller. All negotiations are merged into this Agreement. This Agreement shall not be modified or amended except by an instrument in writing signed by Buyer and Seller. No oral or written representations (express or implied), warranties or agreements made by Seller, Seller's brokers, agents or auctioneers shall be deemed void or binding upon Seller unless expressly included in this Agreement.

E. **ATTORNEYS' FEES.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.

F. **SEVERABILITY/INTERPRETATION.** In the event that any portion of this Agreement shall be determined to be invalid or unenforceable through a judicial, regulatory, or administrative proceeding, the same shall to that extent, be deemed severable from this Agreement and the invalidity or unenforceability thereof shall not affect the validity and enforceability of the remaining portion of this Agreement. The remainder of this Agreement shall remain in full force and effect and shall be construed to fulfill the intention of the parties hereto. Buyer and Seller acknowledge that each party has reviewed this Agreement and has had adequate opportunity to consult legal counsel with respect thereto and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

G. **TIME IS OF THE ESSENCE.** Time is of the essence for the performance of each and every covenant of Buyer under this Agreement and the satisfaction of each and every condition imposed upon Buyer under this Agreement.

GOVERNING LAW AND VENUE. To the fullest extent permissible under applicable law, all questions with respect to the construction of this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Texas in the courts located in Denton County, Texas. The state and federal courts created in such county shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions or proceedings. The parties further irrevocably consent to the service of process in connection with any such controversy by the mailing by registered or certified mail, postage prepaid, at the respective addresses set forth in, or designated pursuant to, this Agreement.

H. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Seller and Buyer agree that this Agreement, any Addendum thereto or any other



11/01/2018

[SIGNATURE PAGE FOLLOWS]



11/01/2018

Dated: 12/22/2017

Dated: 12/21/2017

SELLER:

Michael Hubchik
SIGNATURE

Nationstar Mortgage LLC

PRINTED NAME

By Michael Hubchik

Title: Assistant Secretary

BUYER(S):

Donald Hillis
SIGNATURE

Donald Hillis

PRINTED NAME

SIGNATURE

PRINTED NAME

ESCROW/CLOSING AGENT ACKNOWLEDGEMENT:

Escrow/Closing Agent acknowledges receipt of a copy of this Agreement and earnest money deposit in the amount of \$ 5764.50 and agrees to act as Escrow/Closing Agent subject to the terms and conditions of this Agreement, the terms of Escrow/Closing Agent's general provisions set forth in Exhibit C, if any, and any supplemental escrow instructions agreed upon by the parties.

By: _____