

1. Agenda

Documents: [01-22-15 AGENDA.PDF](#)

2. 142 E. Kidder St - Practical Difficulty Variance Application

Documents: [PRACTICAL DIFFICULTY APPEAL APPLICATION.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, January 22, 2015, at 6:30 p.m. on the Second Floor in Room 209, Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeal:

1. Old Business:

A. Practical Difficulty Variance Appeal:

142 East Kidder Street, Lincoln Capital, LLC, owner, Tax Map 169, Block E, Lots 028 & 029, R-5 Residential Zone: A new single family home has just been built at this property. A Mortgage Loan Inspection Plan completed on 11/21/2014 shows that the rear of the building does not meet the required minimum rear setback of twenty feet [section 14-120(a)(4)(b)]. The appellant is requesting a variance to reduce the required rear yard setback from twenty feet to nineteen feet. This appeal was tabled by the Board on January 8, 2015 pending more information. Representing the appeal is John Jordan from Lincoln Capital, LLC.

2. Adjournment

Marge Schmuckal
Zoning Administrator

Department of Planning & Urban Development

Gregory A. Mitchell
Acting Planning Dept. Director



RECEIVED

SCANNED

CITY OF PORTLAND
ZONING BOARD OF APPEALS
Practical Difficulty Variance Application

DEC 23 2014

Dept. of Building Inspections
City of Portland Maine

Applicant Information:

John Jordan
NAME
Lincoln Capital, LLC
BUSINESS NAME
796 Forest Ave
ADDRESS
Portland, ME 04103
207-772-7500 or
TELEPHONE # 207-518-2368
Owner
APPLICANT'S RIGHT, TITLE OR INTEREST
(eg: owner, purchaser, etc)
R 5
CURRENT ZONING DESIGNATION

Subject Property Information

142 East Kidder
PROPERTY ADDRESS
169-E-28-29 ✓
CHART/BLOCK/LOT (CBL)
Lincoln Capital
PROPERTY OWNER (if different)
NAME
796 Forest Ave.
ADDRESS
Portland, ME

PRACTICAL DIFFICULTY VARIANCE
(FROM SECTION 14)

EXISTING USE OF PROPERTY:

Residential Dwelling
Single Family

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

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

[Signature]
SIGNATURE OF APPLICANT

12/22/14
DATE

The following words have the meanings set forth below:

1. **Dimensional Standards**: Those provisions of the article which relate to lot area, lot coverage, frontage and setback requirements
2. **Practical Difficulty**: A case where strict application of the dimensional standards of the Ordinance to the property for which a variance is sought, would BOTH preclude a use of the property which is permitted in the zone in which it is located AND also result in significant economic injury to the applicant.
3. **Significant Economic Injury**: The value of the property, if the variance were denied, would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that the denial of the variance would mean the practical loss of all beneficial use of the land.

A Practical Difficulty Variance may not be used to grant relief from the provisions of Section 14-449 (Land Use Standards) to increase either volume or floor area, not to permit the location of a structure, including, but not limited to, single-component manufactured homes, to be situated on a lot in a way which is contrary to the provisions of this article.

Notwithstanding the provisions of subsections 14-473(c)(1) and (2) of this section, the Zoning Board of Appeals (ZBA) may grant a variance from the dimensional standards of this article when strict application of the provisions of the Ordinance would create a practical difficulty, as defined herein, and when all the following conditions are found to exist:

"Practical Difficulty" variance standards pursuant to Portland City Code §14-473(c)(3):
1. The need for the variance is from dimensional standards of the Land Use Zoning Ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied ☒

NOT Satisfied _____ (deny the appeal)

Reason and supporting facts:

8" to close to rear setback

2. Strict application of the provisions of the ordinance would create a *Practical Difficulty*, meaning it would both (1) preclude a use of the property which is permitted in the zone in which it is located, and also (2) would result in significant economic injury to the applicant. ("Significant Economic Injury" means the value of the property, if the variance was denied, would be substantially lower than its value if the variance were granted.) To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

Satisfied ☒

NOT Satisfied _____ (deny the appeal)

Reason and supporting facts:

Significant Economic Injury

1. To move or rebuild this house 8" would cost too much. The applicant cannot afford this.
2. The loss would be the whole house.

3. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

Satisfied ☒ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The previous owner had supporting documents it was built according to code. The new MLI showed differently. The two surveyors cannot agree.

4. The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use, or fair market value, of abutting properties.

Satisfied ☒ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The encroachment is a setback issue. It's only 8 inches. Will not affect the neighborhood.

5. The practical difficulty is not the result of action taken by the applicant or a prior owner.

Satisfied ☒ Not Satisfied _____ (deny the appeal)
Reason and supporting facts:

The previous owner built this house 8" too close. The applicant is the new owner by foreclosure.

6. No other feasible alternative is available to the applicant, except the variance.

Satisfied ☒ Not Satisfied ☐ (deny the appeal)
Reason and supporting facts:

We would have to tear the house
down and foundation and rebuild.
Variance is the only solution.

7. The granting of a variance will not have an unreasonably adverse effect on the natural environment

Satisfied ☒ Not Satisfied ☐ (deny the appeal)
Reason and supporting facts:

No effect on the environment.
The ground work & drains done
properly.

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. §435, nor within a shoreland zone or flood hazard zone.

Satisfied ☒ Not Satisfied ☐ (deny the appeal)
Reason and supporting facts:

Does not set in any shoreland.

LINCOLN CAPITAL, LLC

796 Forest Avenue Portland, ME 04103

December 17, 2014

To Zoning Board Of Appeals:

Practical Difficulty Variance Application

We are looking for a variance of 8 inches due to a rear setback issue, the previous builder built the house to close to the rear setback. According to your practical difficulty variance we qualify for this.

Thank you,

Lincoln Capital, LLC

FOR MORTGAGE LENDER USE ONLY

GENERAL NOTES: (1) DISTANCES SHOWN ARE TAKEN FROM PROVIDED TITLE REFERENCES SHOWN BELOW. (2) THE PURPOSE OF THIS INSPECTION IS TO RENDER AN OPINION AS FOLLOWS: A) DWELLING AND ACCESSORY STRUCTURE'S COMPLIANCE WITH RESPECT TO MUNICIPAL ZONING SETBACKS, AND B) FLOOD ZONE DETERMINATION BY HORIZONTAL SCALING ON BELOW REFERENCED FEMA MAP. (3) THIS INSPECTION EXCEPTS OUT ALL TECHNICAL STANDARDS CURRENTLY SET FORTH BY STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. (4) THIS INSPECTION IS TO BE USED ONLY BY THE BELOW LISTED LENDER AND IS NOT TO BE USED BY ANOTHER PARTY FOR BOUNDARY LINE LOCATIONS OR LAND TITLE OPINIONS. (5) TITLE OR OWNERSHIP NOT DETERMINED. (6) A BOUNDARY SURVEY SHOULD BE PERFORMED TO RENDER A PROFESSIONAL OPINION PERTAINING TO BOUNDARY LINE LOCATIONS, EASEMENTS, RIGHTS OF WAY, ENCUMBRANCES, ENCROACHMENTS, AND/OR CONFLICTS WITH ADJUTER'S DEEDS. (7) LOCATION/EXISTENCE OF WETLANDS NOT DETERMINED UNLESS SHOWN ON A RECORDED SUBDIVISION PLAN. (8) THIS OFFICE DOES NOT GRANT AUTHORIZATION TO ANY THIRD PARTY FOR USE OF THIS INSPECTION IN ANY BOUNDARY LINE EVALUATION FOR PERMITTING/PLANNING/APPROVALS. (9) THIS OFFICE ACCEPTS NO LIABILITY AND/OR RESPONSIBILITY FOR THE IMPROPER USE OF THIS MORTGAGE LOAN INSPECTION.

REV. 08/01/2013

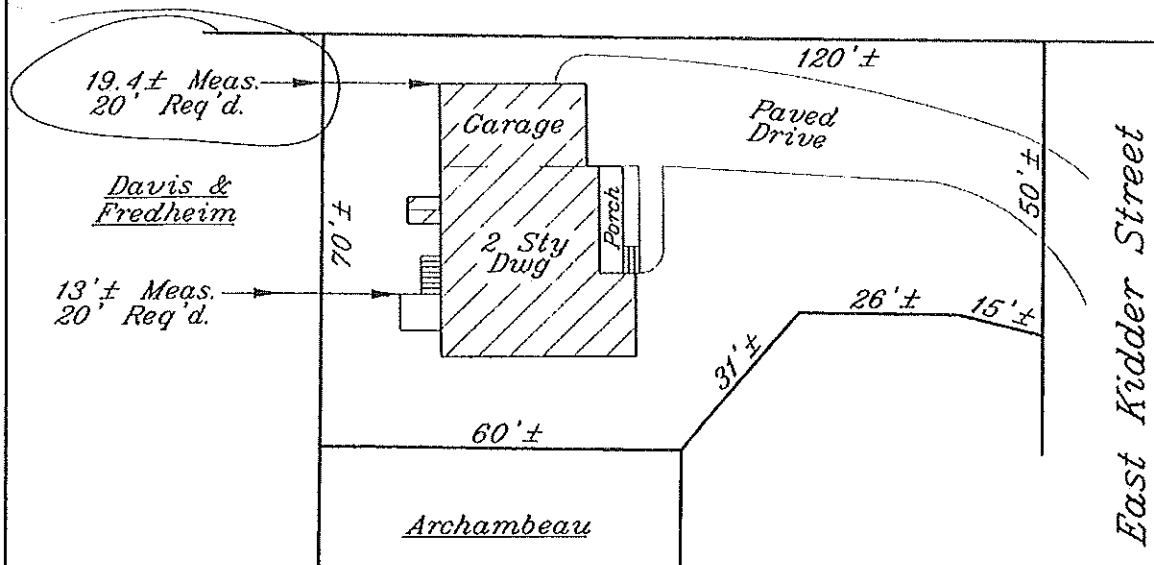
THIS SKETCH IS NOT TO BE USED FOR CONSTRUCTION PURPOSES, IMPROVEMENTS SHOWN ARE APPROXIMATE.

ADDRESS: 142 East Kidder Street
Portland, Maine

INSP. DATE: 11/21/2014

SCALE: 1" = 30'

Townhomes at Ocean East



See 29832/345 for Certificate of Variance Approval for driveway.

JPR/TPB

SEE PROVIDED TITLE REFERENCES FOR APPURTENANCES, IF ANY.

APPLICANT: Jessica McMann FILE#: 21427811

OWNER: Lincoln Capital, LLC CLIENT#: _____

LENDER: Merrimack Mortgage Company, Inc.

REQ. PARTY: Preferred Title & Closing

TITLE REFERENCES: COUNTY: Cumberland

DEED BOOK: 31730 PAGE: 205

PLAN BOOK: _____ PAGE: _____ LOT: _____

MUNICIPAL REFERENCE:

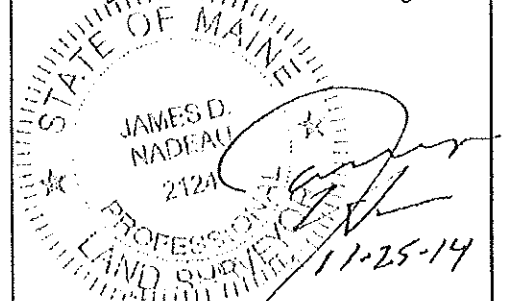
MAP: 169 BLOCK: E LOT: 28

THE DWELLING DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA PER FEMA COMMUNITY MAP No. 230051 PANEL: 0007C
ZONE: X DATE: 12/8/1998

THE DWELLING WAS NOT IN COMPLIANCE WITH MUNICIPAL ZONING SETBACK REQUIREMENTS AT THE TIME OF CONSTRUCTION.

Nadeau Land Surveys

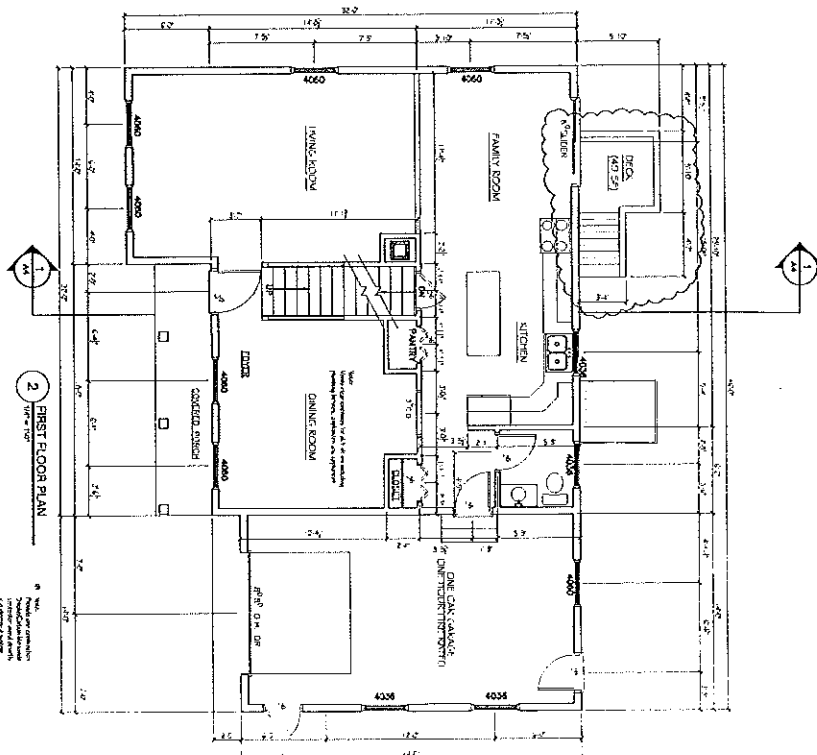
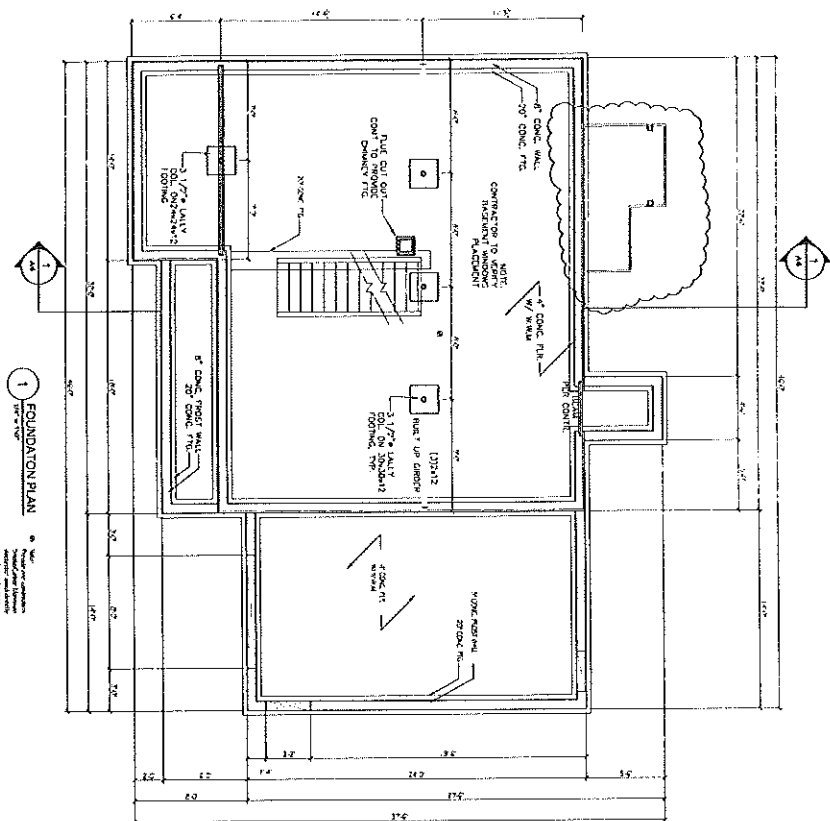
Professional Land Surveyors
Certified Floodplain Managers



918 BRIGHTON AVE. PH.(207)878-7870
PORTLAND, ME. 04102 F.(207)878-7871

THIS INSPECTION IS VALID ONLY WITH A SURVEYOR'S SEAL AND IS NULL & VOID 90 DAYS AFTER INSPECTION DATE.

THIS IS NOT A BOUNDARY SURVEY - NOT FOR RECORDING



DATE	NO	REMARKS	BY
2-19-13	A	Issued for Permitting	JUC
3-14-13	B	Removed deck	JUC
12-2-14	C	Added 49 sf deck	JUC

CODE: RC2009
 TOWN: Portland
 DATE: 02-12-14
 SCALE: As Noted
 DRAWN: JUC

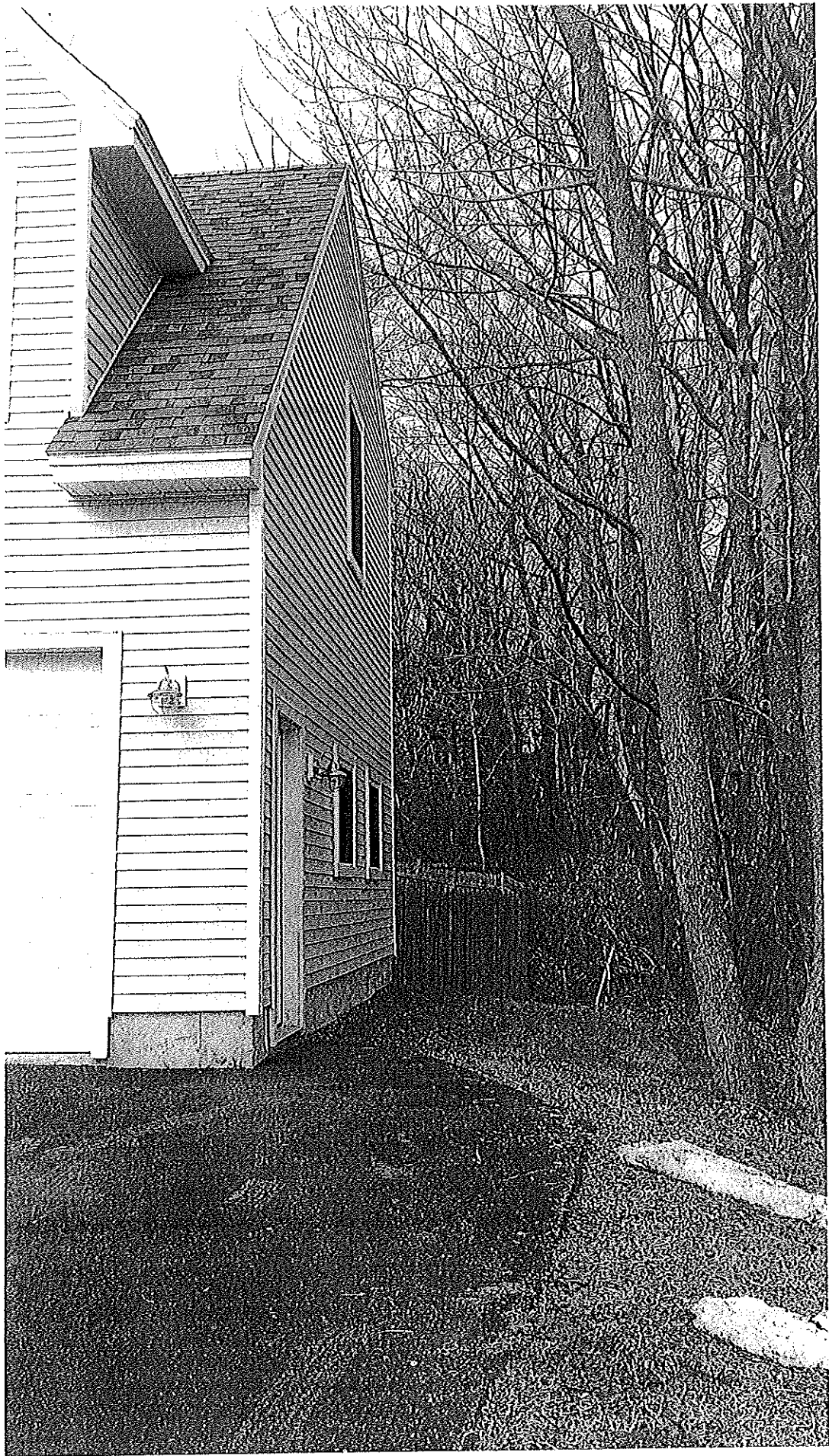
TITLE: FLOOR PLANS
 FILE: A1-01
 SHEET:

New Residence
East Kidder Street
Portland, ME











DEED IN LIEU OF FORECLOSURE*KNOW ALL PERSONS BY THESE PRESENTS,*

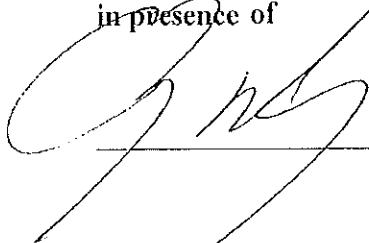
THAT SUMMIT REAL ESTATE, LLC, a Maine Limited Liability Company, ("Borrower"), of Portland, County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable consideration paid by LINCOLN CAPITAL, LLC, a Maine Limited Liability Company, (the "Lender") whose mailing address is 796 Forest Avenue, Portland, ME 04103, **SELL AND CONVEY, AND FOREVER QUITCLAIM** unto the said LINCOLN CAPITAL, LLC, its successors and assigns forever, the property, with all improvements thereto, located at 142 East Kidder Street in Portland, Cumberland County, State of Maine, and more fully described in Exhibit A attached hereto.

The BORROWER executed and delivered to LENDER a mortgage deed, giving the above-described property as security, dated November 2, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30103, Page 88. The Deed herein executed is being given by the BORROWER in lieu of foreclosure by LENDER of its mortgage deed.

IN WITNESS WHEREOF, I, Mony Hang, Sole Member of SUMMIT REAL ESTATE, LLC, have caused this instrument to be executed on this 7th day of August, 2014.

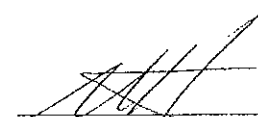
SIGNED, SEALED AND DELIVERED

in presence of

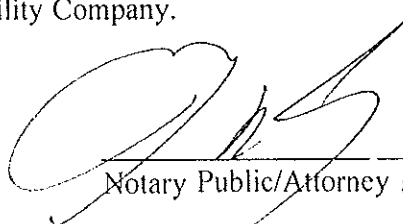


State of Maine
Cumberland, ss.

SUMMIT REAL ESTATE, LLC


 By: Mony Hang
 Its: Sole Member

Personally appeared before me on this 7th day of August, 2014, the above-named Mony Hang in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Limited Liability Company.


 Notary Public/Attorney at Law

Printed Name: _____

Commission Expires: _____

Ryan M. Cyr Notary Public, Maine My Commission Expires January 24, 2019

MAINE REAL ESTATE TAX PAID

EXHIBIT A

O East Kidder St., Portland

A certain lot or parcel of land situated on the Northwestern side of Kidder Street in the City of Portland, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at a 5/8" capped rebar (#1328) set in the ground at the Northerly corner at the Northeasterly end of Kidder Street on the Southwesterly side line of *Townhomes at Ocean East Condominium* as shown on a plan recorded in the Cumberland County Registry of Deeds in Plan Book 204 on Page 49;

Thence S 61°48'39" W along the Northwestern side line of the said Kidder Street 50.00 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 14°34'49" W across land of the Grantor 14.50 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 27°57'08" W continuing across land of the Grantor 26.39 feet to a 5/8" capped rebar (#1328) set in the ground;

Thence N 78°30'30" W continuing across land of the Grantor 30.58 feet to a 5/8" rebar found set flush in the ground at the Easterly corner of land now or formerly of Caroline J. Archambeau (3395/285);

Thence N 28°10'39" W along land of the said Archambeau 60.00 feet to a 5/8" rebar found buried 2" in the ground at the Northerly corner of land of the said Archambeau on the Southeasterly boundary of land now or formerly of James M. Davis and Tim Fredheim (22,898/201);

Thence N 61°48'39" E along land of the said Davis and Fredheim 70.00 feet to a 5/8" capped rebar (#1328) set in the ground at the Easterly corner of land of the said Davis and Fredheim on the Southwesterly boundary of land of the said *Townhomes at Ocean East*;

Thence S 28°11'21" E along land of the said *Townhomes at Ocean East* 120.00 feet to the point of beginning. Containing 7,246 square feet.

All bearings are Magnetic of the Year 1997.

Meaning and intending to convey a portion of the premises conveyed to this Grantor by a deed recorded in the Cumberland County Registry of Deeds in Book 4500 on Page 168.

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PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

October 14, 2014
Offer DateEffective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Jessica McMann, Linda McMann, Michael McMann ("Buyer") and Lincoln Capital, LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all part of; If "part of" see para. 26 for explanation) the property situated in municipality of Portland County of Cumberland State of Maine, located at 142 East Kidder Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 31730, Page(s) 205/All.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump and electrical fixtures are included with the sale except for the following: No Exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: No Exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on October 10, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: Dishwasher, Microwave, Range-Gas, Refrigerator

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 264,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ 2,500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: The Maine Real Estate Network ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until October 15, 2014 (date) 4:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 26, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

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

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

Revised 2014

Page 1 of 4 - P&S

Buyer(s) Initials

Seller(s) Initials

The Maine Real Estate Network, 152 U.S. Route 1, Southport, ME 04074
© Litocorp

Produced with zipForms® by zipLogix

Phone: (207) 415-7193

Fax: 207-443-9791

Jessica McMann

18070 Finsen Mills Road, Fraser, Michigan 48026

www.mls.com

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1. **FUEL/UTILITIES/PRORATIONS:** Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) No Other. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a re apportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	☒	☐	Within 10 days	n. Arsenic Treated Wood	☒	☐	Within days
b. Sewage Disposal	☐	☒	Within days	o. Pests	☒	☐	Within days
c. Coastal shoreland/septic	☐	☒	Within days	p. Code Conformance	☒	☐	Within days
d. Water Quality	☐	☒	Within days	q. Insurance	☒	☐	Within days
e. Water Quantity	☐	☒	Within days	r. Environmental Scan	☒	☐	Within days
f. Air Quality	☒	☐	Within 10 days	s. Lot size/acreage	☐	☒	Within days
g. Square Footage	☐	☒	Within days	t. Survey/MLI	☐	☒	Within days
h. Pool	☐	☒	Within days	u. Zoning	☐	☒	Within days
i. Energy Audit	☐	☒	Within days	v. Registered Farmland	☐	☒	Within days
j. Chimney	☐	☒	Within days	w. Habitat Review/Waterfowl	☐	☒	Within days
k. Smoke/CO detectors	☐	☒	Within days	x. Flood Plain	☐	☒	Within days
l. Mold	☐	☒	Within days	y. Tax Status/Tree Growth	☐	☒	Within days
m. Lead Paint	☐	☒	Within days	z. Other	☐	☒	Within days

All investigations will be done by persons chosen and paid for by Buyer in Buyer's sole discretion. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of investigation(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

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

1. **FINANCING:** This Agreement ☒ is ☐ is not subject to Financing. If subject to Financing:

- This Agreement is subject to Buyer obtaining a conventional loan of 95.000 % of the purchase price, at an interest rate not to exceed prevailing rate % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 7,500.00 toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum Yes ☐ No ☒.
- Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.






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

Jim Litrocapes (007183) of The Maine Real Estate Network (2781)
 Licensee MLS ID Agency MLS ID
 is ☐ Seller Agent ☒ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Debbie Kilmartin (007859) of The Maine Real Estate Network (2484)
 Licensee MLS ID Agency MLS ID
 is ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

1. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

1. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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

1. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

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

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

2. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

2. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

2. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

2. ADDENDA: Lead Paint - ☐ Yes ☒ No ; Other - ☒ Yes ☐ No

Explain: Addendum 1

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

2. OTHER CONDITIONS: 26. Seller has 5 days from effective date to provide Buyer with a written warranty per Maine State Law for a new construction home. Buyer to have 5 days from receipt to review said warranty and deem it satisfactory. If not satisfactory to Buyer, at Buyer's option Buyer may deem contract null and void and all earnest money shall promptly be returned.

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Buyer(s) Initials

Seller(s) Initials

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Jessica McMann

DocuSign Envelope ID: 2084F6E4-9F08-460E-BD20-081F2C039150

2. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

Buyer's Mailing address is _____

DocuSigned by:

Jessica McMann

10/14/2014

DATE

DocuSigned by:

Linda McMann

DocuSigned by:

Michael McMann

10/14/2014

DATE

BUYER 26549A84FC...

Jessica McMann

BUYER 26549A84FC...

Linda McMann, Michael McMann

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

DocuSigned by:

Todd Miranda

SELLER 26549A84FC...

Capital, LLC

10/15/2014

DATE

SELLER

DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER

DATE

SELLER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER

DATE

BUYER

DATE

EXTENSION

The closing date of this Agreement is extended until _____

DATE

SELLER

DATE

SELLER

DATE

BUYER

DATE

BUYER

DATE



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