



# TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 475-1305 | Fax: (207) 439-6806  
[kmetz@kitteryme.org](mailto:kmetz@kitteryme.org) | [www.kitteryme.gov](http://www.kitteryme.gov)

## **Kittery Board of Appeals Agenda April 23, 2024 | 6:30 PM | Council Chambers & Zoom**

**Zoom Link:** [https://us02web.zoom.us/webinar/register/WN\\_kYYUznd2Q16bPU6NbOYQbw](https://us02web.zoom.us/webinar/register/WN_kYYUznd2Q16bPU6NbOYQbw)

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The public may attend the meeting in person or remotely via Zoom. Attendees via Zoom will be recognized during the public hearing portion of the meeting.

Public comment and opinion are welcome during this meeting. Those providing comments must clearly state their name and address and record it in writing at the podium.

The public may submit written public comments via email, US Mail, or by hand delivery to Town Hall. Emailed comments should be sent to: [kmetz@kitteryme.org](mailto:kmetz@kitteryme.org)

Comments received by noon on the day of the meeting will become part of the public record and may be read in whole or in summary by the Board of Appeals or Town Staff.

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1. Call to Order; Introductory; Roll Call; Quorum Confirmation
2. Pledge of Allegiance
3. Agenda Amendment and Adoption
4. Public Hearings
  - a. An amendment to a previously approved Special Exception Use Request at 21 Litchfield Road (Map 46/Lot 6-1) to increase the allowable functions from 25 people to 50 people per Section 16.2.3.B.6.(e).
5. Unfinished Business
6. New Business
7. Acceptance of Previous Minutes
8. Board Member or CEO Issues or Comment
9. ADJOURNMENT



## TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904  
Telephone: (207) 475-1308 | Fax: (207) 439-6806  
Visit us: [www.kitteryme.gov/board-appeals](http://www.kitteryme.gov/board-appeals)

### **NOTICE OF PUBLIC HEARING**

**Board of Appeals  
April 23, 2024 | 6:30 PM | Council Chambers & Zoom**

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The public may submit public comments for the Public Hearing agenda item via email, US Mail or by dropping written comments off at Town Hall. Emailed comments should be sent to [kmetz@kitteryme.org](mailto:kmetz@kitteryme.org).

The public may participate in the meeting in-person or via Zoom webinar. Register in advance for the webinar at:

[https://us02web.zoom.us/webinar/register/WN\\_kYYUznd2Q16bPU6NbOYQbw](https://us02web.zoom.us/webinar/register/WN_kYYUznd2Q16bPU6NbOYQbw)

After registering, you will receive a confirmation email containing information about joining the webinar. Webinar participants will be able to submit questions and comments during a public hearing.

**Comments received by noon on the day of the meeting will be posted online with the agenda and may be read into the record by the Board Chair or Staff.**

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The Kittery Board of Appeals will hold a public hearing on Tuesday, April 23, 2024 at 6:30 PM at the Kittery Town Hall Council Chambers to consider the following:

- An amendment to a previously approved Special Exception Use Request at 21 Litchfield Road (Map 46/Lot 6-1) to increase the allowable functions from 25 people to 50 people per Section 16.2.3.B.6.(e).

Application information is available for public inspection at the Planning & Development Office at Town Hall by appointment only, during regular business hours (Monday – Wednesday from 8:30 AM – 4:00 PM and Thursdays from 8:30 AM – 6:00 PM).

To make an appointment, or to request reasonable accommodation for this meeting, please contact Kearsten Metz at (207) 475-1305 or [kmetz@kitteryme.org](mailto:kmetz@kitteryme.org).

## NOTICE OF PUBLIC HEARING

### TOWN OF KITTERY BOARD OF APPEALS

**April 23, 2024 • 6:30 PM • Council Chambers & Zoom**

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Application information is available for public inspection at the Planning & Development Office at Town Hall by appointment only during regular business hours (Mondays-Wednesdays 8:30 AM - 4 PM and Thursdays 8:30 AM - 6 PM).

To make an appointment or to request reasonable accommodation for this meeting, contact Kearsten Metz at (207)475-7305 or [kmetz@kitteryme.org](mailto:kmetz@kitteryme.org).



# 150 foot Abutters List Report

Kittery, ME  
April 01, 2024

## Subject Property:

Parcel Number: 46-6-1  
CAMA Number: 46-6-1  
Property Address: 21 LITCHFIELD ROAD

Mailing Address: CHINBURG DEVELOPMENT LLC  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

## Abutters:

Parcel Number: 46-6  
CAMA Number: 46-6  
Property Address: SKYVIEW DRIVE

Mailing Address: MEADOWLARK FARM HOMEOWNERS  
ASSOCIATION  
3 PENSTOCK WAY  
NEWMARKET, NH 03857

Parcel Number: 46-6-2  
CAMA Number: 46-6-2  
Property Address: 2 SKYVIEW DRIVE

Mailing Address: FRIEDMAN, DAVID FRIEDMAN, DEANNA  
2 SKYVIEW DRIVE  
KITTERY, ME 03904

Parcel Number: 46-6-3  
CAMA Number: 46-6-3  
Property Address: 6 SKYVIEW DRIVE

Mailing Address: KRAFT, DAVID JONES, MARY  
SAMANTHA  
6 SKYVIEW DRIVE  
KITTERY, ME 03904

Parcel Number: 46-6-4  
CAMA Number: 46-6-4  
Property Address: 10 SKYVIEW DRIVE

Mailing Address: HAND, GREGORY CONNOR HAND,  
SARAH ELIZABETH  
10 SKYVIEW DRIVE  
KITTERY, ME 03904

Parcel Number: 46-7  
CAMA Number: 46-7  
Property Address: 22 LITCHFIELD ROAD

Mailing Address: FAITH BAPTIST CHURCH  
22 LITCHFIELD ROAD  
KITTERY, ME 03904-5518

Parcel Number: 46-7  
CAMA Number: 46-7-1  
Property Address: 20 LITCHFIELD ROAD

Mailing Address: FAITH BAPTIST CHURCH  
22 LITCHFIELD ROAD  
KITTERY, ME 03904-5518

Parcel Number: 46-7A  
CAMA Number: 46-7A  
Property Address: 16 LITCHFIELD ROAD

Mailing Address: KELCOURSE, JUSTIN GOODMAN,  
KIMBERLY  
16 LITCHFIELD ROAD  
KITTERY, ME 03904

Parcel Number: 46-8-1  
CAMA Number: 46-8-1  
Property Address: 8 LITCHFIELD ROAD

Mailing Address: KUEHL, TR, CHARLES W. THE CHARLES  
W. KUEHL REV TR  
8 LITCHFIELD ROAD  
KITTERY, ME 03904



www.cai-tech.com



## TOWN OF KITTERY

### Office of Code Enforcement

200 Rogers Road, Kittery, ME 03904  
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[kmetz@kitteryme.org](mailto:kmetz@kitteryme.org) | [www.kitteryme.gov](http://www.kitteryme.gov)

### STAFF REPORT – 21 LITCHFIELD ROAD – SPECIAL EXCEPTION USE AMENDMENT

BOA Meeting Date: April 23, 2024  
Item #: SE2024-01

**Project Name:** 21 Litchfield Road

**Owner:** Chinburg Development LLC

**Applicant:** Melissa Harrington

**Requests:** An Amendment to a previously approved Special Exception Use Request at 21 Litchfield Road to increase the allowable functions from 25 people to 50 people per Section 16.2.3.(6)(e).

**Site Addresses:** 21 Litchfield Road

**Map & Lot Numbers:** M46 – L6-1

#### **Current Zoning:**

Residential – Rural (R-RL) – The purpose of the Residential – Rural R-RL zone is to protect the prevailing rural character of the Town and its natural rural quality from development sprawl by prescribing the most appropriate uses and standards.

The existing dwelling is permitted by right in this zone. The following uses are permitted as a Special Exception Use in the R-RL Zone: (2) Home Occupation, Major.

#### **Current Use:**

Dwelling Unit with detached barn currently being used as an event space/catering operation.

#### **Site Description:**

The subject property consists of approximately 165,548 square feet (3.8 acres) located along the eastern right-of-way of Litchfield Road. The property zoned Residential – Rural (R-RL) and is a legally conforming lot of record. The lot contains one conforming single-family dwelling with approximately 2,416 square feet of living area and a barn containing approximately 1,920 square feet of gross area, for a total of 4,336 square feet

of residential area.

**Relevant Background:**

The subject parcel has been currently operating the Home Occupation, Major as a catering and event space for the past 2 years. The Code Enforcement Office has not received any written complaints in that timeframe. The applicant has consistently worked with the Code Enforcement Office to ensure compliance with any/all regulations and conditions set forth by their previous approval.

**Description of Amendment:**

The applicant is looking to increase the allowed functions from 25 people to 50 people. The applicant has provided documentation of the following:

- Off-site Parking Agreement
- Functioning Engineered Subsurface Wastewater Disposal System
- Current venue has capacity for increased attendees

**Staff Recommendation:**

Staff recommends **APPROVAL WITH CONDITONS** for the requested amendment to the existing Major Home Occupation.

**Applicant's Special Exception Use Request:**

Section 16.6.6 requires the Board of Appeals to use the following process when hearing requests:

*§ 16.6.6 Basis for decision.*

*A. Conditions.*

- (1) In hearing appeals/requests under this section, the Board of Appeals must first establish that it has a basis in law to conduct the hearing and decide the question.*

**LUDC Section 16.2.3(6)(e) allows the Board of Appeals to “Hear and decide on a special exception use request not requiring Planning Board review per development and site review thresholds and using the development application and review (Chapter 16.7) procedures and review criteria and other provisions in this title.”**

**The requested activity is an amendment to a special exception use approval. Major home Occupation is defined in the Town Code as “A type of home occupation that fails to meet all of the standards for a minor home occupation established in § 16.5.12 but is found by the Board of Appeals to satisfy the standards established in § 16.5.12 to ensure that a business results in no more than a minor intrusion in the quality of life of residents in the surrounding neighborhood.”**

- (2) In hearing appeals/requests under this section, the Board of Appeals must use the following criteria as the basis of a decision, that:*

- (a) *The proposed use will not prevent the orderly and reasonable use of adjacent properties or of properties in adjacent use zones;*

**The current use of this property has not prevented the orderly and reasonable use of adjacent properties. The operation of this home occupation has not yielded any violations since initial permitting was granted in 2022.**

- (b) *The use will not prevent the orderly and reasonable use of permitted or legally established uses in the zone wherein the proposed use is to be located or of permitted or legally established uses in adjacent use zones;*

**The current use has not prevented the orderly and reasonable use of other established uses within the adjacent properties.**

- (c) *The safety, the health and the welfare of the Town will not be adversely affected by the proposed use or its location; and*

**The use has not adversely affected the health and welfare of the Town, as long as conditions continue to be met to ensure safe and legal operations.**

- (d) *The use will be in harmony with and promote the general purposes and intent of this title.*

**The use is in harmony with Title 16 and promotes its general purposes.**

*Factors for consideration. In making such determination, the Board of Appeals must also give consideration, among other things, to:*

- (1) *The character of the existing and probable development of uses in the zone and the peculiar suitability of such zone for the location of any of such uses;*

**The use involved is legally permitted in the zone, per review by Board of Appeals.**

- (2) *The conservation of property values and the encouragement of the most appropriate uses of land;*

**The continuation of the approved home occupation will continue to occur in an existing structure, which is an appropriate and compatible use of the land.**

- (3) *The effect that the location of the proposed use may have upon the*

*congestion or undue increase of vehicular traffic congestion on public streets or highways;*

**There is no proposed change in the underlying use of the property nor increase in density of the existing dwelling unit. Client vehicular traffic should conform to the hours of operation restrictions in the code or imposed by the Board. Off-street parking for the home occupation shall be provided in the driveway and within an existing parking lot adjacent to the parcel.**

- (4) *The availability of adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent (whether liquid, solid, gaseous or otherwise) that may be caused or created by or as a result of the use;*

**The property is connected to a private septic system that was engineered for the specific use. It is currently in working order and has not reported any failures as of this date.**

- (5) *Whether the use, or materials incidental thereto, or produced thereby, may give off obnoxious gases, odors, smoke or soot;*

**The current use has not produced any obnoxious gases, odors, smoke or soot.**

- (6) *Whether the use will cause disturbing emission of electrical discharges, dust, light, vibration or noise;*

**The current use has not produced a disturbing emission of electrical discharges, dust, light, vibration, or noise. There have not been any reported complaints to Code Enforcement as of this date.**

- (7) *Whether the operations in pursuance of the use will cause undue interference with the orderly enjoyment by the public of parking or of recreational facilities, if existing, or if proposed by the Town or by other competent governmental agency;*

**No undue interference has been reported or notated during the 2 years this use has been permitted.**

- (8) *The necessity for paved off-street parking;*

**The property has suitable existing space for roughly 20 off-street parking spaces. As well as an agreement with the church across the street to provide any/all additional parking that is required.**

- (9) *Whether a hazard to life, limb or property because of fire, flood, erosion or panic may be created by reason or as a result of the use, or by the*

*structures to be used, or by the inaccessibility of the property or structures thereon for the convenient entry and operation of fire and other emergency apparatus, or by the undue concentration or assemblage of persons upon such plot;*

**No hazards have occurred within the 2 years of operation of this use.**

- (10) *Whether the use, or the structures to be used, will cause an overcrowding of land or undue concentration of population or unsightly storage of equipment, vehicles or other materials;*

**No overcrowding has resulted from this use.**

- (11) *Whether the plot area is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof;*

**The existing lot is a legally conforming lot of record.**

- (12) *Whether the proposed use will be adequately screened and buffered from contiguous properties;*

**The current use has been contained within a single building and has a significant buffer of trees and acreage. The owner has noted that a "dead-hedge" has also been created far from the property line to increase screening and noise buffering.**

**A dead-hedge is a compilation of limbs and vegetation strategically placed as a fence or buffer as an alternative to hedges or fencing.**

- (13) *The assurance of adequate landscaping, grading and provision for natural drainage;*

**No changes are proposed to the land, which already includes adequate drainage.**

- (14) *Whether the proposed use will provide for adequate pedestrian circulation;*

**No existing pedestrian facilities are present in this area.**

- (15) *Whether the proposed use anticipates and eliminates potential nuisances created by its location; and*

**The current operation has not caused any nuisance that has been reported as of this date.**

- (16) *The satisfactory compliance with all applicable performance standard criteria contained in Chapter 16.5.*

The applicant must abide by specific conditions outlined in section 16.5.12(C) and any conditions placed on the use by the Board of Appeals. The applicant has shown the ability to follow any/all requirements instituted by this Board as well as the applicable codes.

Using the standards and criteria found in the LUDC, Staff recommends APPROVAL WITH CONDITIONS of the Special Exception Use Request Amendment for a major home occupation as a catering/ event business on an existing lot located in the R-RL zone, with the following conditions:

1. The applicant must be a resident of the dwelling on the premises where the home occupation will occur. An applicant who is not the owner of the property, but is residing on the premises, must submit written permission of the property owner for the proposed home occupation.
2. There must be no more than five adults, including residents of the premises, working in the home occupation at the site at any one time.
3. No other major home occupations may be conducted on the premises.
4. One (1) sign no greater than eight (8) square feet is allowed for the home occupation.
5. Business activities involving clients or customers on the premises or vehicular traffic to and from the premises must not be conducted between the hours of 8:00 p.m. and 7:00 a.m.
6. All outdoor storage of equipment, vehicles or items associated with the home occupation must be screened from view of abutting properties and from all streets except for one (1) vehicle used in conjunction with the home occupation and vehicles owned by residents of the premises with valid license plates.
7. All refuse and recyclables must be stored in containers that are screened from view of abutting properties and from streets.
8. All events are limited to 50 people (attendees). Any increase would require the applicant to return to the Board of Appeals for an amendment.
9. Amplified music devices are strictly prohibited, to limit noise disruption to surrounding parcels.

## Chapter 16.5. General Performance Standards

### § 16.5.12. Home occupation.

#### A. Purpose.

- (1) It is the intent of these regulations governing home occupations to balance the economic and community benefits of allowing home-based businesses with the goal of protecting the quality of life of the surrounding residential neighborhood from unreasonable or unsafe intrusions and nuisances inappropriate to a residential setting. The regulations attempt to ensure that any home-based business operates in a manner that respects the neighborhood in which it is situated.
- (2) Regulation of home occupations should not prohibit beneficial and unobtrusive uses and should provide standards to protect the health, safety and general welfare of the surrounding neighborhood. A home occupation should not degrade the residential character of the neighborhood.
- (3) These regulations take a two-tier approach to regulating home occupations. At the least intrusive level are business activities that by their nature and intensity will be compatible with a residential location. These types of businesses are considered minor home occupations and require only review by the Code Enforcement Officer for compliance with the standards. A major home occupation in a residential district has the potential to be incompatible with its neighborhood setting. Therefore, a public hearing with notification to abutting property owners and BOA approval is necessary.
- (4) A more extensive business activity that does not satisfy the standards for a major home occupation is treated as a type of commercial use and does not qualify as an acceptable type of home occupation. Such businesses should be located in an appropriately zoned area of the Town.

#### B. Minor home occupation standards.

- (1) Compliance with the definition of a "home occupation."
  - (a) An applicant must be a resident of a dwelling on the premises where the home occupation will occur. An applicant who is not the owner of the property, but is residing on the premises, must submit written permission of the property owner for the proposed home occupation.
  - (b) As an accessory use, the home occupation(s) must be subordinate to the principal use. Quantitative measures that may be considered in determining whether a proposed activity is an accessory use include, but are not limited to, percentage and/or total amount of square footage attributed to the home occupation(s) use in relation to the residential use. Qualitative factors include, but are not limited to, the projected activity level of the home occupation(s) on the premises in relation to the residential use and whether the proposed home occupation is a traditional accessory use in the community.
- (2) Number of workers. There must be no more than three persons, inclusive of residents of the premises, working in the home occupation(s) at the site at any one time.

- (3) Prohibited uses. The following uses are categorically prohibited as minor home occupations: motor vehicle repair; motor vehicle sales or rental; commercial parking; commercial outdoor storage; machine shop; wholesale use; junkyard; auto salvage yard; seafood cooking; processing and/or cleaning; bait sales; marijuana business.
- (4) Business hours. Business activities involving clients or customers on the premises or vehicular traffic to and from the premises must not be conducted between the hours of 7:00 p.m. and 8:00 a.m., except for a bed-and-breakfast, a day-care facility or a functionally water-dependent use.
- (5) Nuisances.
  - (a) Any excessive noise, dust, smoke, vibrations, glare, direct lighting, objectionable fumes, traffic or electrical interference detected at the property boundary must not be greater in duration or intensity than that expected in the surrounding residential neighborhood.
  - (b) When reviewing a functionally water-dependent use, the above standards allow customary noises and smells caused by the use if all practicable steps are taken to manage and minimize the adverse impact on abutting property owners.
- (6) Parking. A plan must be submitted showing sufficient and safe parking for customers', clients' and workers' use during normal business operations. To the maximum extent practicable, parking should be arranged so as to avoid vehicles backing out into the street. In addition to parking required for the residence, the following parking is required:
  - (a) One parking space per nonresident worker at the site during the peak shift;
  - (b) One parking space if clients or customers frequently visit the site;
  - (c) One parking space per adult student up to the maximum class size; or
  - (d) One parking space per rental unit.
- (7) The parking design standards in Table 16.7.11F of Chapter 16.7, Site Plan Review, set out at the end of § 16.7.11F, Parking loading and traffic (e.g., aisle width, stall size, etc.), may be modified for parking by workers if the parking arrangement will still provide for practical off-street parking adequate to prevent parking from overflowing the site.
- (8) With the exception of a bed-and-breakfast with more than three rooms for rent, three additional off-street parking spaces should satisfy the parking demand for a minor home occupation. Any recurring observed parking overflow is a violation of these standards.
- (9) The CEO may approve the joint use of a parking area where it is clearly demonstrated that the parking area will be available for use by customers or workers during the hours of operation due to the variation in time of use.
- (10) Outdoor storage. All outdoor storage of equipment, vehicles, items or equipment associated with the home occupation is prohibited except for the following:
  - (a) One vehicle used in conjunction with the home occupation;
  - (b) Seasonal storage of items necessary for functionally water-dependent uses, such as lobster traps; and
  - (c) Vehicles owned by residents of the premises with valid license plates.
  - (d) All bait must be stored indoors and must be kept refrigerated or otherwise stored to prevent offensive odors.
- (11) Business conduct. All business activities on the site must take place within the dwelling or enclosed buildings, except for outdoor recreational uses, agriculturally oriented uses or functionally water-dependent uses.

- (12) Refuse and recyclables. All refuse and recyclables must be stored within an enclosed building. No outdoor dumpsters are allowed. All waste materials from the home occupation must be removed from the premises on at least a monthly basis.
- (13) Traffic. The home occupation must not result in creating or significantly exacerbating a traffic hazard. Recurring vehicle traffic involving vehicles larger than a twenty-foot fixed axle, thirty-foot total length truck is prohibited.
- (14) Retail sales. Retail sales in which customers do not come to the premises are permissible, such as mail order or telephone sales. On-site retail sales are limited to the following:
  - (a) Sales of products grown, raised or produced on the premises. For the purposes of this subsection, the term "produced" is not to be construed to allow the assembly of a product from components produced elsewhere; and
  - (b) Sales of items customarily incidental and subordinate to a nonretail home occupation, such as sales of shampoo and hair brushes at a beauty salon.
  - (c) All other on-site retail sales are prohibited as a minor home occupation.
- (15) Health and safety. The proposed use must not create a health or safety hazard.

**C. Major home occupation standards.**

- (1) Compliance with the definition of a "home occupation."
  - (a) An applicant must be a resident of a dwelling on the premises where the home occupation will occur. An applicant who is not the owner of the property, but is residing on the premises, must submit written permission of the property owner for the proposed home occupation.
  - (b) As an accessory use, the home occupation(s) must be subordinate to the principal use. Quantitative measures that may be considered in determining whether a proposed activity is an accessory use include, but are not limited to, percentage and/or total amount of square footage attributed to the home occupation(s) use in relation to the residential use. Qualitative factors include, but are not limited to, the projected activity level of the home occupation(s) on the premises in relation to the residential use and whether the proposed home occupation is a traditional accessory use in the community.
- (2) Number of workers. There must be no more than five persons, inclusive of residents of the premises, working in the home occupation(s) at the site at any one time.
- (3) Prohibited uses. The following uses are categorically prohibited as major home occupations: motor vehicle repair; motor vehicle sales or rental; commercial parking; commercial outdoor storage; junkyard; auto salvage yard; marijuana retail use; and marijuana medical use except the activities of a primary caregiver registered under 22 M.R.S.A. § 2425.
- (4) Business hours. Business activities involving clients or customers on the premises or vehicular traffic to and from the premises must not be conducted between the hours of 7:00 p.m. and 7:00 a.m., except for a bed-and-breakfast, a day-care facility or a functionally water-dependent use. This limitation may be modified by the BOA provided the proposal satisfies the intent of this section.
- (5) Nuisances.
  - (a) Any excessive noise, dust, smoke, vibrations, glare, direct lighting, obnoxious fumes or odors, traffic, or electrical interference detected at the property boundary must not be greater in duration or intensity than that expected in the surrounding residential neighborhood.
  - (b) When reviewing a functionally water-dependent use, the above standards allow customary noises and smells caused by the use if all practicable steps are taken to manage and

minimize the adverse impact on abutting properties.

- (6) Parking. A plan must be submitted that provides safe and sufficient off-street parking to meet the needs of the business to prevent parking from overflowing off the site. Any recurring observed parking overflow is a violation of these standards. The creation of more than four off-street parking spaces must be located, designed, screened and landscaped to minimize adverse impact on abutting properties.
- (7) Outdoor storage. All outdoor storage of equipment, vehicles or items associated with the home occupation must be screened from view of abutting properties and from all streets except for the following:
  - (a) One vehicle used in conjunction with the home occupation;
  - (b) Seasonal storage of items necessary for functionally water-dependent uses, such as lobster traps; and
  - (c) Vehicles owned by residents of the premises with valid license plates.
  - (d) All bait must be stored indoors and must be kept refrigerated or otherwise stored to prevent offensive odors.
- (8) Business conduct. All business activities on the site must take place within an enclosed building or be screened from view of abutting properties and from all publicly maintained streets, except for outdoor recreational uses, agriculturally oriented uses or functionally water-dependent uses. This standard may be modified by the BOA provided the proposal satisfies the intent of this section.
- (9) Refuse and recyclables. All refuse and recyclables must be stored in containers that are screened from view of abutting properties and from streets. No emptying of dumpsters is allowed before 8:00 a.m. or after 7:00 p.m.
- (10) Traffic. The home occupation must not result in creating or significantly exacerbating a traffic hazard. Furthermore, the home occupation must not create an objectionable increase in vehicle traffic considering the type, time and amount of vehicle traffic generated and the design and capacity of the roads to the site and traffic normal for the neighborhood.
- (11) Retail sales. Retail sales on the premises are limited to the following:
  - (a) Sales in which customers do not come to the premises, such as mail order or telephone sales;
  - (b) Sales of products grown, raised or produced on the premises;
  - (c) Sales of seafood harvested by the residents of the premises;
  - (d) Sales of items customarily incidental and subordinate to a nonretail home occupation, such as sales of shampoo and hair brushes at a beauty salon; and/or
  - (e) Sales by appointment only for which any signage identifying the business states a "by appointment only" policy.
- (12) Health and safety. The proposed use must not create a health or safety hazard.
- (13) Neighborhood compatibility. The proposed use is determined to be compatible with the surrounding neighborhood. In reaching this determination, the following factors are to be considered:
  - (a) The nature of the property;
  - (b) The physical characteristics of the neighborhood, including the amount of nonresidential activity;

- (c) Hours of operation;
  - (d) Intensity of the activity;
  - (e) Potential to degrade the quality of life for residents of the surrounding neighborhood; and
  - (f) The cumulative impact of existing home occupations and other accessory uses both on the premises and in the surrounding neighborhood.
  - (g) Medical marijuana use is restricted to single-family residences only.
- (14) Large lots. When a seventy-five-foot-deep buffer yard is provided between all business activities (including storage and parking, except a driveway) and contiguous properties, and the buffer yard is sufficiently vegetated, fenced or otherwise screened so as to obscure the home occupation activities from an abutting property, the BOA may relax the above standards, except those pertaining to nuisances and prohibited uses, if the use is considered to comply with the intent of this subsection.
- (15) Annual renewal.
- (a) Upon approval of a major home occupation by the Board of Appeals, the Code Enforcement Officer is authorized to issue a certificate of occupancy permit for not more than a one-year time period. Such permit may be renewed annually upon application to the Code Enforcement Officer. Operation of a major home occupation with an expired certificate of occupancy is a violation of this Code.
  - (b) The annual permit may be renewed only if the Code Enforcement Officer finds the major home occupation complies with all applicable standards of this Code and any conditions required by the Board of Appeals in the original approval.

PURCHASE AND SALE AGREEMENT

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

as of September 28, 2021 Offer Date

Effective Date Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Mel Harrington ("Buyer") and Chinburg Development 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 Kittery, County of York, State of Maine, located at 21 Litchfield Road - shown as lot 1 on the attached plan and described in deed(s) recorded at said County's Registry of Deeds Book(s) 18759, Page(s) 92 93.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and n/a are included with the sale except for the following: n/a Seller represents that all mechanical components of fixtures will be operational at the time of closing except: n/a

4. PERSONAL PROPERTY: The following items of personal property as viewed on n/a are included with the sale at no additional cost, in "as is" condition with no warranties: n/a

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$425,000.00. Buyer has delivered; or will deliver to the Agency within 7 days of the Effective Date, a deposit of earnest money in the amount \$ 100.00. 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. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

- see Paragraph 26 regarding modification to Purchase Price per Section 20 of Lease attached as exhibit A. SDC X

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

6. ESCROW AGENT/ACCEPTANCE: Chinburg Development LLC ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until November 1, 2021 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

August 3rd, 2023 SDC X

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 September 3, 2023 (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 may terminate this Agreement 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.

Handwritten signature of Seller

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 ~~vacant, 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. *gpc*

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.

11. FUEL/UTILITIES/PRORATIONS: Buyer  shall  shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of 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.

Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have \_\_\_\_\_ days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement 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 is unsatisfactory to Buyer, 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

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

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

14. FINANCING: Buyer's obligation to close:

Not Subject to Financing

[X] is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
[ ] is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within \_\_\_\_\_ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than \_\_\_\_\_ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

[ ] Buyer's ability to purchase [ ] is [ ] is not subject to the sale of another property. See addendum [ ] Yes [ ] No.

Subject to Financing

[ ] Buyer's obligation to close is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a \_\_\_\_\_ loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have \_\_\_\_\_ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
e. Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
f. Buyer's ability to obtain financing [ ] is [ ] is not subject to the sale of another property. See addendum [ ] Yes [ ] No.
g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 14e shall remain in full force and effect.

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

Form with fields for N/A, Licensee, MLS ID, Agency, and MLS ID for Seller Agent, Buyer Agent, Disc Dual Agent, and Transaction Broker.

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

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

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

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

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

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

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

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

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

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

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

*Exhibit A*

26. OTHER CONDITIONS: Purchase price shall be reduced in accordance with #20 of the Lease Agreement for the property between the Buyer and Seller.

*- any termination of Lease Agreement shall result in an immediate termination of this Purchase and Sale Agreement.*  
*- see Exhibit A attached*

*JL X*

27. GENERAL PROVISIONS:

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

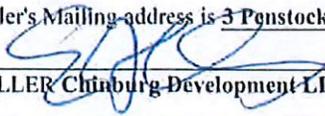
28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is 21 Litchfield Rd, Kittery, ME 03904-5521

BUYER <u>Mel Harrington</u>	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

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

Seller's Mailing address is 3 Penstock Way, Newmarket, NH 03857-4416

 SELLER <u>Chinburg Development LLC</u>	DATE <u>11/30/21</u>	SELLER	DATE
SELLER	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
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

**EXTENSION**

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

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



## LEASE AGREEMENT and Exhibit A to Purchase and Sale Agreement

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THIS AGREEMENT made this 4th Day of August 2021, by and between Chinburg Development, LLC, herein called "Landlord," and Mel Harrington (*Insert LLC name and address here*) \_\_\_\_\_ herein called "Tenant." Landlord hereby agrees to lease to Tenant the Property located at 21 Litchfield Road, Kittery, ME, 03904, more particularly described as Lot 1 and the improvements thereon, as shown on the plan prepared by Atlas Engineering, Inc., dated July 7, 2021, entitled, Meadowlark Farm Subdivision, Tax Map 46, Lot 6, dated July 7, 2021, recorded in the York County Registry of Deeds at Book 417, Page 8, herein called the "Property", under the following terms and conditions.

**1. FIXED-TERM AGREEMENT (LEASE):**

Tenants agree to lease this dwelling for a Fixed Term of Two Years, beginning August 4<sup>th</sup>, 2021, and ending August 3<sup>rd</sup>, 2023. Upon expiration, this Agreement shall become a month-to-month agreement AUTOMATICALLY, UNLESS either Tenant or Landlord notify the other party in writing at least 60 days prior to expiration that they do not wish this Agreement to continue on any basis.

**2. RENT:**

Tenant agrees to pay Landlord as base rent the sum of \$2,730.00 per month, due and payable monthly, (in arrears), on the 4th day of each month during the term of this agreement and will allow for a 5 working day grace period. The first Rent payment is due September 4<sup>th</sup>, 2021

**3. FORM OF PAYMENT:**

Tenants agree to pay their rent in the form of a personal check, a cashier's check, or a money order made out to the Landlord.

**4. RENT PAYMENT PROCEDURE:**

Tenants agree to pay their rent by mail addressed to the Landlord at 3 Penstock Way, Newmarket, NH, 03857, or in person at the same address, or in such other way as the Landlord will advise the Tenant in writing.

**5. SECURITY DEPOSIT:**

Tenants shall pay a security deposit of \$100 to be refunded upon vacating, returning the keys to the Landlord and termination of this contract according to other terms herein agreed. This deposit will be held to cover any possible damage to the property. In no case will it be applied to back or future rent unless agreed to in writing by both the Landlord and Tenant. It will be held intact by Landlord no more than thirty (30) working days after Tenants have vacated the property. At that time Landlord will inspect the premises thoroughly and assess any damages



and/or needed repairs. This deposit money minus any necessary cleaning or damages charges will then be returned to Tenant with a written explanation of deductions, within 30 days after they have vacated the property.

**6. AS-IS CONDITION**

Tenant hereby agrees to accept Property in its current as-is condition and agrees to return the property in the same condition or better than it was accepted.

**7. CHANGES IN TERMS OF TENANCY:**

*(This paragraph applies only when this Agreement is or has become a month-to-month agreement).* Landlord shall advise Tenants of any changes in terms of tenancy with advance notice of at least sixty (60) days. Changes may include notices of termination, rent adjustments, or other reasonable changes in the terms of this Agreement.

**8. LOCK POLICY:**

No additional locks will be installed on any door without the written permission of Landlord. If granted, Landlord will be given duplicate keys for all locks so installed at Tenants' expense before they are installed.

**9. CONDITION OF PREMISES:**

See Paragraph 6 above.

**10. WARRANTIES:**

Landlord makes no representation that any system will be functional and in good repair at the time of possession, including but not limited to Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, water supply, septic system, etc. Tenant shall be responsible for any necessary repairs and/or maintenance on or to the Property.

**11. TENANT RESPONSIBILITY:**

Tenant agrees to keep Property clean and in a sanitary condition. Tenant agrees not to permit any deterioration – beyond normal wear and tear, or destruction to occur while Tenant occupies the Property. The Tenant is responsible for maintenance of the yard (lawn mowing) and clearing of the driveway from snow.

**12. ALTERATIONS:**

Tenant shall make no alterations, decorations, additions, or improvements in or to the Property without Landlords' prior consent, and then only by contractors or mechanics, or other, approved by Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of the Landlord and shall remain upon, and be surrendered with said Property, as a part thereof, at the end of the term hereof, unless otherwise agreed to in writing by both Tenant and Landlord.

**13. UTILITIES AND SERVICES, TAXES and INSURANCE:**



Resident will be responsible for payment of all utilities, telephone, gas, water or other bills incurred during its residency. Landlord shall pay for property taxes and property insurance. Tenant shall carry its own Renter's Insurance.

**14. NOTIFICATION OF SERIOUS BUILDING PROBLEMS:**

Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite or carpenter ant activity. Tenants also agree to notify the Landlord immediately upon first discovering any signs of serious building problems such as foundation cracks, a tilting porch, a crack in plaster, buckling drywall or siding, a spongy floor, a leaky water heater, etc.

**15. REASONABLE TIME FOR REPAIRS:**

Upon Tenant discovery that there is some building defect in which is hazardous to health, life, or safety, Tenant shall undertake repairs as soon as possible.

**16. ACCESS TO PREMISES:**

The Landlord reserves the right to enter the Property at reasonable times, with notice to Tenant (unless and emergency). Whenever practicable, a forty-eight-hour (48) notice of the Landlord's intent to enter shall be given to the Tenant.

**17. SUBLETTING & ASSIGNMENT:**

Tenants shall not sublet the entire Property or any part of the Property, nor shall they assign this Agreement to anyone else without first obtaining Landlords' written permission. Prospective subleases or assignees must submit an application to the Landlord and must agree to credit, background, reference, and employment verification. Permission to sublease will be determined by the sole discretion of the Landlord.

**18. PETS:**

Pets are allowed on the Property only by obtaining the Landlords' permission. When possession of the Property is given to the Tenant, only those pets listed on this Agreement will be allowed unless subsequent written permission has been granted.

**19. WAIVER:**

All rights given to Landlord by this Lease Agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise of any rights by Landlord or failure to exercise rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents, or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

**20. PURCHASE AND SALE AGREEMENT:**

Provided this Lease is in full force and effect, and provided Tenant in not in default of this Lease, Landlord has agreed to sell the Property to Tenant for the purchase



price of \$425,000.00. Landlord and Tenant shall enter into a mutually acceptable Purchase and Sales Agreement upon execution of this Lease, failing which this Lease Agreement will remain effective, but Tenant may opt to terminate the Lease Agreement at any time in her sole discretion provided that she gives the Landlord thirty (30) days' advanced written notice.

Landlord agrees, shall the Tenant not be in default of any provision in the Lease, that a portion of timely rent paid to Landlord shall be deducted from the Purchase Price. This deduction shall be \$860 per month.

The Purchase and Sale Agreement will have a closing date no later than the end of the Term of this Lease, or August 3<sup>rd</sup>, 2023.

**21. FULL DISCLOSURE:**

The Tenants signing this Lease Agreement hereby state that all questions about this Lease Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Lease Agreement is acknowledgement, and he/she has received a signed copy of the Lease Agreement.

Accepted as of the 4th Day of August, 2021.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

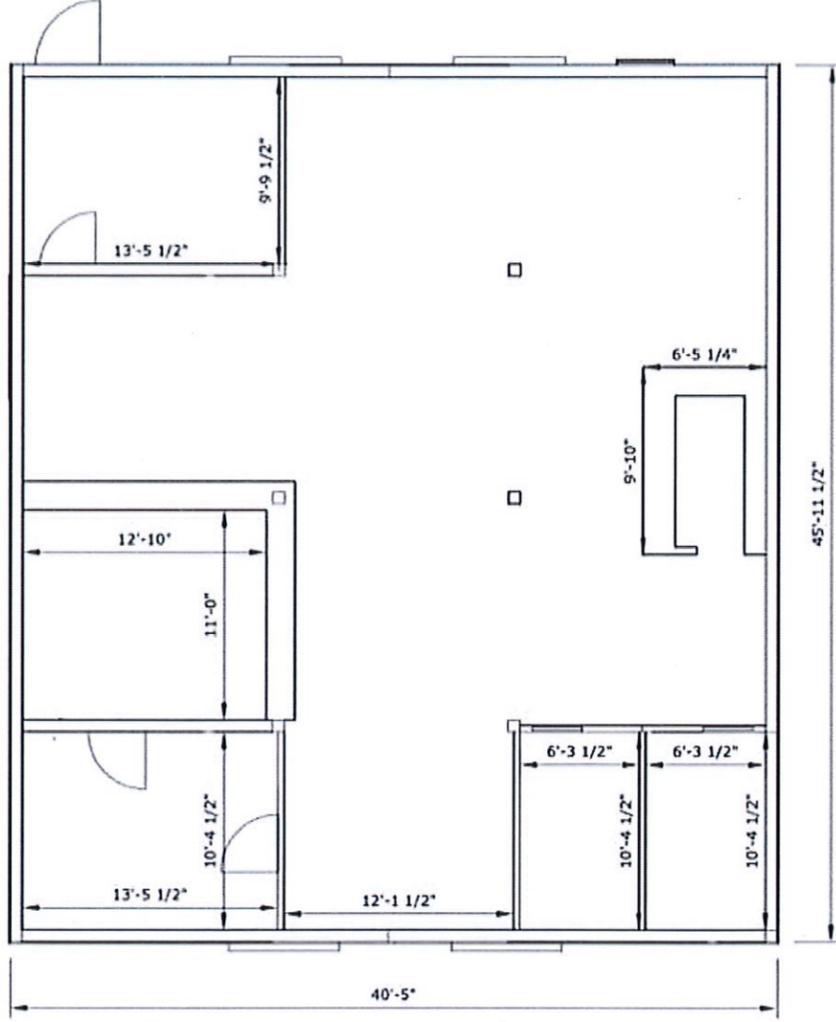
\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

11/30/21

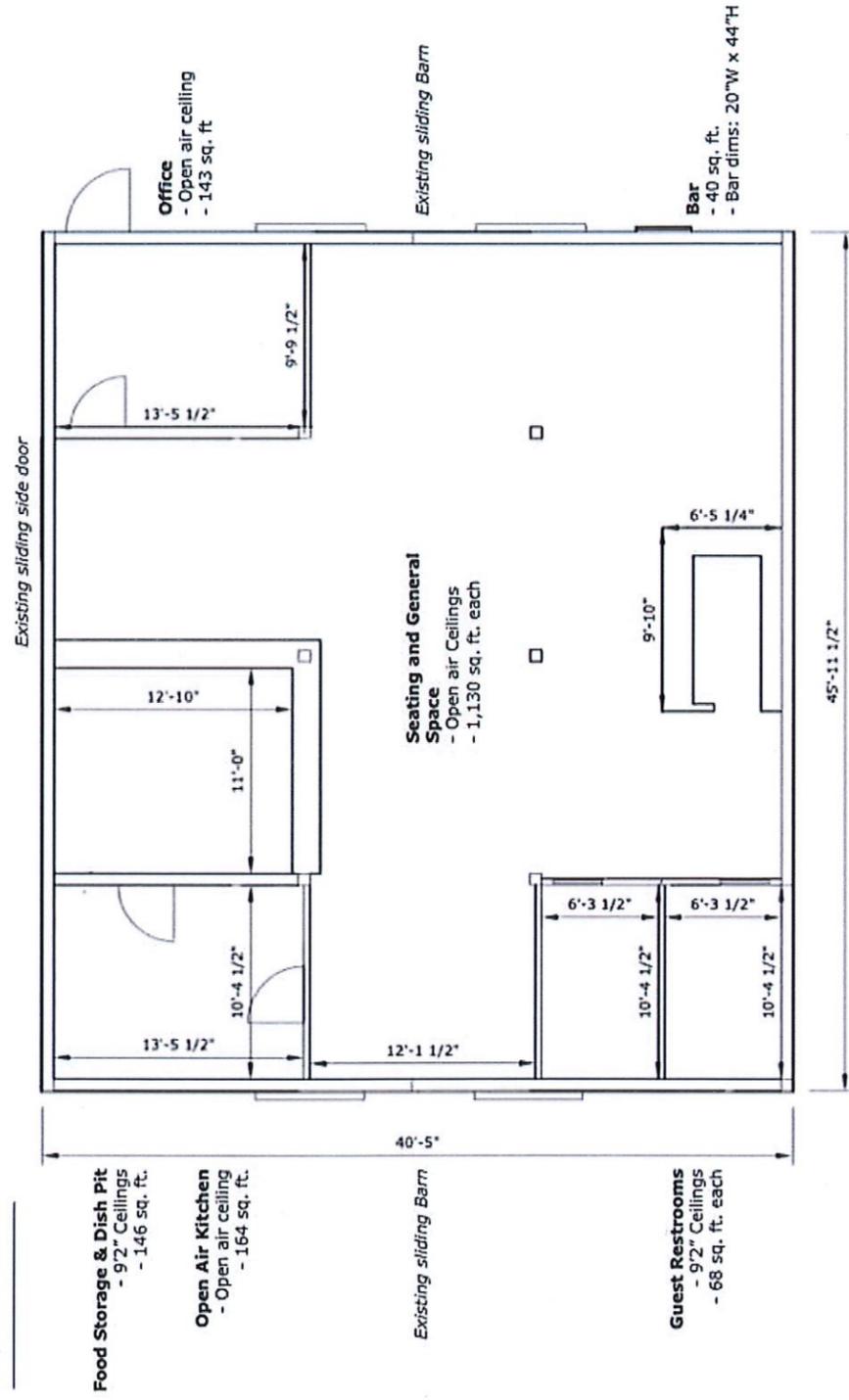
Eric Chinsky  
Manager  
Chinsky Dev, LLC

### Floor Plan



June 21, 2

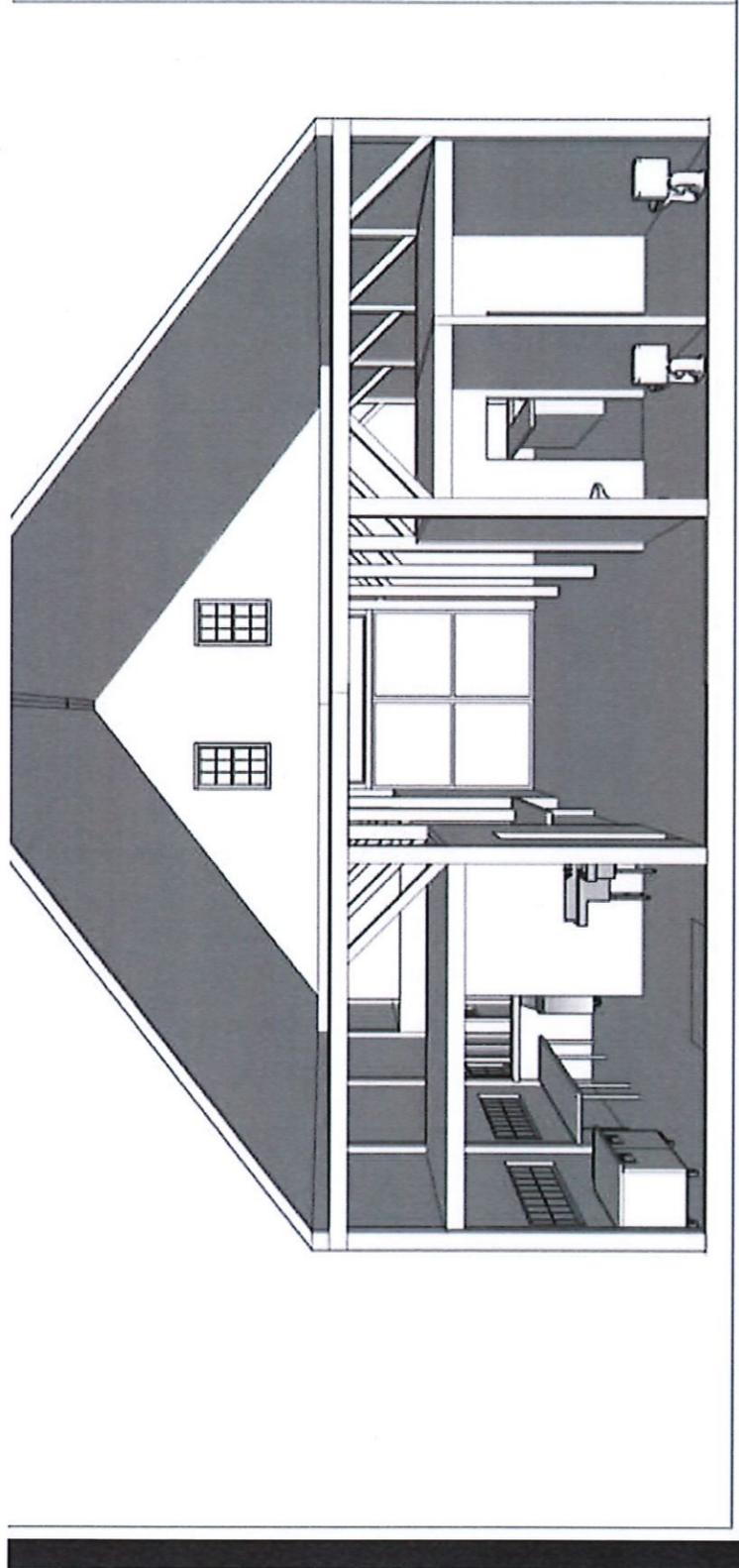
### Floor Plan



June 21, 2

### Front Cross Section





June 21, 2