



City of Bristol
Bristol, Connecticut

BUILDING CODE BOARD OF APPEALS

Wednesday, May 21, 2025 at 1:00 PM at
Bristol City Hall
Council Chambers
111 N. Main Street
Bristol, CT 06010

MINUTES DRAFT

1. Call to Order

Chairman Lodovico called to order the meeting at 1:00 p.m. followed by the Pledge of Allegiance.

2. Appeal of Demolition Order dated April 14, 2025 regarding 9 Divinity Street and to take any action as necessary.

Attorney David Hoops introduced himself as legal counsel for Blue Cascades LLC, the current owner of 9 Divinity Street. He was accompanied by the following individuals:

- **Stephen Price**
- **Kathy Castaneda**
- **A structural engineer**
- **A prospective buyer** who currently holds the property under contract to purchase from Ms. Castaneda.

Attorney Hoops presented the basis for the appeal, arguing that the conditions required for the City to order a demolition have not been met. He maintained that repairing the building is a reasonable and viable option, though he acknowledged that the structure is currently unfit for occupancy. A structural engineering report was submitted, indicating that the building can, in fact, be repaired.

Mr. Hoops then invited **David Sherwood**, owner of Sherwood Inspection Services, to present his findings.

Mr. Sherwood, a building inspector practicing since 1982, testified that during his inspection of 9 Divinity Street, he observed no signs of structural movement. While the interior inspection was somewhat difficult due to debris, it did allow visibility of steel members running side to side, with floor joists in between. He reported that the steel I-beams were intact and showed no signs of movement or deterioration. Given the lack of visible structural movement, both interior and

exterior, Mr. Sherwood concluded that the property is structurally stable and discussed the feasibility of repairs.

Mr. Fabian Torres of Manchester, CT, a certified construction worker and business owner specializing in carpentry and masonry, introduced himself next. He outlined his plans and proposed timeline for rehabilitating the property.

Mr. Jorge Marrero, the general contractor responsible for the roof repair, also spoke. He estimated that the roofing work would take three weeks to one month and confirmed that financing for the project was secured and not an issue.

Assistant Corporation Counsel **Jeffrey Steeg** questioned the inspection report submitted by Mr. Sherwood, noting it was signed by Mr. Eddie Greener, a licensed engineer.

Richard Brown, Chief Building Official for the City of Bristol, then addressed the commission. He confirmed that the building is currently stable but emphasized its long history of neglect. In 2019, he was able to safely access the stairs and floors, though the leaking roof had already begun causing interior deterioration. By the end of 2024, the situation escalated into a compliance issue following multiple complaints, including:

- Rodent infestation
- Deteriorated exterior soffits and gutters
- Pieces of the roof blowing into neighboring properties

Despite issuing citation tickets, no repairs have been made by the current owner. Mr. Brown described the structure as a hazardous materials (hazmat) concern, noting that the masonry exterior has absorbed contaminants. He estimated that only about 2% of the framing materials could potentially be salvaged. Significant demolition would be necessary before any construction work could begin.

Mr. Brown stressed that repeated attempts to work with the owner have failed. He also noted that the code violations are tied to the property itself, not the owner, and would transfer to any new buyer. Any cleanup of interior contaminants would require specialized handling.

In response to Attorney Steeg's question about the building's condition, Mr. Brown stated that the property is not safe, sanitary, or secure, and recommended demolition. He provided an estimated demolition cost of \$280,000 to \$320,000, reiterating that his orders have consistently been to "fix, repair, or remove." Since no repairs have been made, removal is now necessary.

Attorney Steeg suggested that the commissioners visit the property in person before making a final decision. The group agreed to a site visit scheduled for June 3, 2025, at 3:00 p.m. at 9 Divinity Street, with a follow-up meeting to be held at 3:45 p.m. at City Hall.

3. Adjournment.

Motion to Adjourn at 1:55 p.m.



PROPERTY INSPECTION REPORT

9 Divinity St, Bristol, CT 06010
Inspection prepared for: Blue Cascade, LLC c/o Kathy Castaneda
Date of Inspection: 4/30/2025 Time: 1:00 PM Size: 0
Order ID: 42315

Inspector: Eddie Greener

1701 Ellington Road, South Windsor, 06074

Email: eddiegreener@gmail.com

WE DO MORE THAN INSPECT, WE EDUCATE

Sherwood Inspection Services

Table Of Contents

Inspection Conditions	2-3
Exterior Envelope	4
Structure	5-9

Inspection Conditions

Blue Cascade, LLC c/o Kathy Castaneda

RE: 9 Divinity St

Dear Blue Cascade, LLC,

At your request, a visual inspection of the above referenced property was conducted on 4/30/2025. This inspection report reflects the visual conditions of the property at the time of the inspection only. Hidden or concealed defects cannot be included in this report. No warranty is either expressed or implied. This report is not an insurance policy, nor a warranty service. An earnest effort was made on your behalf to discover all visible defects at the time of the inspection. The following is an opinion report, expressed as a result of the inspection. Please read the entire Inspection Report, including the Standards of Practice, limitations and scope of Inspection, and Pre-Inspection Agreement carefully to fully assess the findings of the inspection. Sherwood Inspections Services, LLC, has included resources in the report, and separately, to substantiate its findings. These are an intricate part of the report and must be downloaded and read to ensure a complete understanding of the information and or observations provided by Sherwood Inspection Services, LLC. This information should be kept with the report. It is your responsibility to exercise due diligence regarding the recommendations and information provided and contained in this report.

Thank you for selecting our company to perform your home inspection. If you have any questions regarding the inspection report or the home, please feel free to call us.

Sincerely,
Eddie Greener
Sherwood Inspection Services
860-646-9983 www.sherwoodinspection.com

REPORT LIMITATIONS

This report is intended only as a general guide to help the client make his/her own evaluation of the overall condition of the building, and is not intended to reflect the value of the premises, nor make any representation as to the advisability of purchase. The report expresses the personal opinions of the inspector, based upon his/her visual impressions of the conditions that existed at the time of the inspection only. The inspection and report are not intended to be technically exhaustive, or to imply that every component was inspected, or that every possible defect was discovered. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation was performed. All components and conditions which by the nature of their location are concealed, camouflaged or difficult to inspect are excluded from the report.

Systems and conditions which are not within the scope of the building inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, and other environmental hazards; pest infestation, playground equipment, efficiency measurement of insulation or heating and cooling equipment, internal or underground drainage or plumbing, on-site sewage disposal systems (septic systems and sewage pump/grinder systems), any systems which are shut down or otherwise secured; water wells (water quality and quantity) zoning ordinances; all low voltage systems such as intercoms, alarms and security systems; central vacuum systems; heat sensors; cosmetic, aesthetic issues; and building code conformity. Any comments about systems and conditions outside the scope of this inspection are informational only, are provided as a courtesy to

Inspection Conditions (continued)

the client, and do not increase the scope of the inspection.

The inspection report should not be construed as a compliance inspection of any governmental or non governmental codes or regulations. The report is not intended to be a warranty or guarantee of the present or future adequacy or performance of the structure, its systems, or their component parts. This report does not constitute any express or implied warranty of merchantability or fitness for use regarding the condition of the property and it should not be relied upon as such. Any opinions expressed regarding adequacy, capacity, or expected life of components are general estimates based on information about similar components and occasional wide variations are to be expected between such estimates and actual experience.

We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

Should any disagreement or dispute arise as a result of this inspection or report, it shall be resolved in the manner set forth in our inspection contract (refer to inspection contract for details). In the event of a claim, the Client will allow the Inspection Company to inspect the claim prior to any repairs or waive the right to make the claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency.

Comments used in the report to describe the condition of a system and/or component at the time of the inspection are listed below:

- **NOTE:** A note is used to relay important information or observations to the client which, the inspector feels does not fit into or is not best suited for one of the categories listed below. Notes are an important and integral part of the inspection report and may suggest further evaluation. Notes may refer to upgrades. Although a system or component may be typical for the age or vintage, upgrades to today's standards are recommended for increased safety or performance. Upgrades may also be suggested for a system or component that does not necessarily, in the opinion of the inspector, need immediate repair and can function as is however would benefit from improvements. Notes may also refer to maintenance. These items generally encompass recommended routine or regular type maintenance and/or repair(s).
- **INSPECTED:** The system or component was evaluated within the scope of the applicable standard of practice, with no qualifying material or performance defects found.
- **REPAIR:** These items either need Immediate Repair because they are unsafe as is, not working as needed or general repair is needed because it is deficient for its intended use. In some cases replacement may be needed.
- **AGED:** Indicates that a system or component (based on visual, historical, or audible evidence of wear) may be near or beyond the end of its reliable design life. Increased need for repair or

Inspection Conditions (continued)

replacement, possibly in the near future should be anticipated. Note that even very old systems occasionally continue to perform adequately well beyond the end of their "reliable life span." Newer systems/components would be expected to have efficiency, reliability and feature improvements over a system deemed to be "Aged."

When the term "monitor" is used in the report, this refers to having the condition/observation monitored by a professional in that specific trade/discipline.

In an effort to ensure that all repairs and evaluations are performed in a safe and proper manner and in accordance with local codes and building practices, it is recommended that qualified, licensed trades people be obtained to perform needed evaluations or repairs as described in the inspection report. We also recommend that you secure the cost for further evaluation, repair and/or replacement of items identified in the inspection report, by qualified, licensed contractors prior to signing the final purchase and sales agreement in order to determine the financial impact on your investment.

Exterior Envelope

Screens, shutters, awnings & similar seasonal accessories, fences & gates, geological, geotechnical, and hydrological conditions, recreational facilities, outbuildings, seawalls, break-walls & docks, and erosion control & earth stabilization measures are all beyond the scope of the inspection standards and are not inspected or reported on. It should be understood that all siding requires varying degrees of maintenance. Some types of siding such as wood will require more frequent maintenance than brick or stone. Vinyl and metal siding are extremely popular because they require less periodic maintenance than other types of siding materials. However, it is still necessary for the homeowner to periodically--at least once a year--carefully examine siding panels as well as ensure all J-channels around windows and doors are secure and drain properly. Vinyl and metal siding should be cleaned following the manufacturer's instructions. Some flashings not visible due to height or roof pitch. All roof flashings are partially hidden by design. Hidden or concealed conditions cannot be inspected.

It is beyond the scope of this evaluation to determine if all vent ducts are properly insulated nor if they are all connected properly to exterior vent hoods. Vent hood dampers and louvers are not tested/operated. Wherever height (close to grade or far above grade) limits access, vent hoods cannot be fully inspected. The condition of duct interiors is not known. The presence or absence of animal, bird and insect nesting is likewise unknown.

For safety reasons, it is recommended that the building address numbers be on the front of the building or other readily visible area and sized and colored so that they are legible from the street. Operation of timed, motion or photo sensor fixtures is not confirmed. Obtain history and demonstration from homeowner or seek further evaluation as needed or desired.

Masonry/Stucco/EIFS Siding

Siding Type: Brick

Exterior Envelope (continued)



Structure

Areas of the foundation hidden from view by exterior wall cladding, mortar coating, insulation, interior finished walls, ceilings or stored items cannot be fully viewed and the condition cannot be reported as part of the inspection. Minor settling cracks are typical in most foundations and typically do not represent a structural problem and may not be reported on in this report unless there is evidence of water penetration. If major cracks, larger than typical settling, differential settlement and/or bowing are present, we routinely recommend further evaluation be performed by a qualified structural engineer. All exterior grading should allow for surface and roof water run-off to flow away from the foundation to reduce the potential for moisture intrusion. All concrete floor slabs experience some degree of cracking, which is typically due to shrinkage in the drying process. Floor coverings, when present, prevent recognition of cracks or settlement in all but the most severe cases. Where carpeting and other floor coverings are installed, the materials and condition of the flooring underneath cannot be determined. We recommend that inquiry be made with the seller about knowledge of any prior moisture or water penetration, cracking, and foundation or structural repairs.

Structural Design

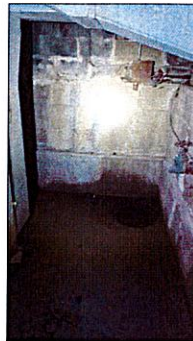
- **SLAB ON GRADE:** The building appears to be constructed mainly as a slab-on-grade structure with steel framing, and wood joists between the steel beams. The exterior walls consist of CMU (Cement Masonry Units) - blocks and bricks.

Basement/Crawlspace Floors

Floor Type: Basement:

- **Inspected.** No indication of material defect was visible at the time of inspection. There is a small basement section off the kitchen area that has two HVAC units in it. The walls are a poured concrete and CMU's with no indications of structural weakness or movement.

Structure (continued)



Floor Framing

Components: Floor Joists: Dimensional lumber with cross bracing

• NOTE: There has been considerable roof leaking which has caused water weight and rot to collapse parts of the second floor structure. Based on what was available to me the main steel structure, Exterior walls, and roof joists are intact and in good condition. Much of the second floor wood joists will have to be replaced and possibly some roof joists. Have the roof sealed to stop water entry and then secure loose or weakened joists for the second floor and roof prior to clearing out debris.

SUMMARY: For the main structure of exterior walls, steel beams and columns all are intact with no indications of failure or weakness to any areas I could see at the time of my inspection. It should be noted that there was a lot of debris that prevents full access, however, areas seen showed no signs of movement to the main framing. Once the roof is sealed and the debris removed the wood joists can be replaced as needed and the interior gutted and replaced as desired.



Structure (continued)



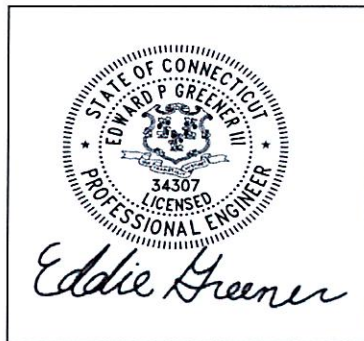
Girders

Girder Type: Metal beams span the sides of the building. The beams were in place and intact with no signs of movement. The beams were in good condition and serviceable as they are.

Structure (continued)



Photos





BULK ASBESTOS ANALYSIS REPORT

CLIENT: Sherwood Inspection Services
1071 Ellington Road
South Windsor, CT 06074
David Sherwood

Lab Log #: 0093309
Project #: N/A
Date Received: 05/05/2025
Date Analyzed: 05/05/2025

Site: 9 Divinity

POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
001	Rear Room	White/Brown ceiling tile	99% cellulose	ND	None
002	Rear Room	Grey drywall	2% cellulose	ND	None
003	Rear Room	White joint compound	---	ND	None

ND - asbestos was not detected

Trace - asbestos was observed at level of 1% or less - This is the reporting limit

NA/PS - Not Analyzed / Positive Stop

SNA - Sample Not Analyzed- See Chain of Custody for details

Notes: Asbestos-Containing Material (ACM) is any material containing more than 1% asbestos

♦ Indicates a non-friable organically bound material. Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. In those cases, EPA recommends, and certain states (e.g. NY) require, that negative results be confirmed by quantitative transmission electron microscopy.

The Laboratory at TRC follows 18/01A EPA -- 40 CFR Appendix E to subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples and 18/A03 EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials which utilize polarized light microscopy (PLM). Our analysts have completed an accredited course in asbestos identification. TRC's Laboratory is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), for Bulk Asbestos Fiber Analysis, NVLAP Code 101424-01. TRC is accredited by the AIHA Laboratory Accreditation Programs AIHA LAP (ID: LAP-100122) in the Industrial Hygiene Program (IHLAP) for PLM. Asbestos content is determined by visual estimate unless otherwise indicated. Quality Control is performed in-house on at least 10% of samples and QC data related to the samples is available upon written request from client.

This report shall not be reproduced, except in full, without the written approval of TRC. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report relates only to the items tested, as received by the laboratory.

Analyzed by:


Kathleen Williamson, Laboratory Manager

Reviewed by


Najaat Bhura, Approved Signatory

Date Issued

05/05/2025

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM100007 TX #300354
CO# AL-21772

AIHA LAP #100122
VT #An-000020
LA#05011

CT #PH-0426
VA #3333 000283
PA#68-03387

ME LB-0071
AZ #AZ0944
PHIL#ALI-461

MA #AA000052
IL #L-09-004

NY #10980
NV #CT00004
WA #C1071
WV #000622
CA #2907



REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, they should consult with an attorney before signing this Contract.

1. Parties

Buyer Arthur & Son LLC
 Name(s) _____
317 Middle Tpke East Manchester 06040
 Address _____

Seller Blue Cascades LLC
 Name(s) _____
 Address _____

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

9 Dvinity Street Bristol CT 06010 ("Property").
 Number Street Town Zip Code

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. **No part of the purchase price below is assigned to any personal property or fixtures.**

☐ See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN): _____

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN): _____

4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$ 30,000.00

- (a) Buyer shall make the following deposit, by personal check, cashier's check or certified funds, subject to collection, upon receipt of this fully executed Contract, but no later than three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder: \$3,000.00
- (b) Buyer will make the following additional deposit by cashier's check or certified funds on or before _____ calendar days after the date that this Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection: _____
- (c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately: _____
- (d) Seller will take back a purchase money note and mortgage as described in the attached rider: _____
- (e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: _____
- (f) Buyer will pay the following balance at the closing by cashier's or certified check: \$27,000.00
- (g) **TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.** \$ 30,000.00

Buyer Initial AT Date 04/25/2025 Seller Initial Re Date 4/25/2025

5. **Mortgage Contingency.** ☒ N/A – No Mortgage, this is a Cash Transaction
☐ N/A – Mortgage Contingency Waived
☐ Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before _____ ("Mortgage Contingency Date"). Buyer will also make prompt and diligent efforts to obtain property/casualty insurance and, if applicable, flood insurance. Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer including all conditions contained therein. Buyer will pay all application fees, points (not to exceed _____), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:

- (a) Amount \$ _____ (b) Maximum initial interest rate: _____ % per annum (c) Minimum term: _____ years
(d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

☐ Conventional Fixed Rate ☐ Conventional Variable Rate ☐ CHFA ☐ FHA ☐ VA ☐ Other: _____

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

☐ Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.

☐ Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, initial lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, lender approval of binders for property/casualty insurance and flood insurance (if applicable), or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. **Deposit and Escrow of Deposits.** The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE ☐ listing Broker ☒ other KELSEY LAW LLC (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

☐ The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.

☒ Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

In case of a dispute, the party holding the deposit shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon. If the party holding the deposit initiates or is made a party in any action arising out of a dispute between the parties over deposits, then any and all costs incurred by the party holding the deposit (including, without limitation, attorneys' fees and court costs) shall be paid by the nonprevailing party.

7. **Closing.** The closing will take place on 5/9/2025 (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. **Possession at Closing; Condition of Property; Risk of Loss.** At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial AT Date 04/25/2025

Seller Initial He

Date 4/26/2025

Copyright ©1995 Greater Hartford Association of REALTORS®, Inc. All rights reserved. Revised 10/24.

(GHAR Form #A-2)

This contract is for use by Hai Dang | Agora Homes. Use by any other party is illegal.

TRANSACTIONS
TransactionDesk Edition

9. Other Conditions.

Buyer will purchase property "As Is"

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: _____
Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. Adjustments. Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. Assignability. Buyer may only assign its rights under this Contract by mutual written consent of both parties.

15. Survival. This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that they are aware of their right to be shown any home within their price range in any area specified by Buyer and which is available to the REALTOR® in the area in which they are licensed.

17. Home, Pest and Environmental Inspection/Tests. Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

☒ **Buyer waives inspections under this section**

☐ **Buyer elects the following inspection(s):**

[Applicable Only If Checked]

☐ **A HOME INSPECTION** performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial AT Date 04/25/2025

Seller Initial Re Date 4/26/2025

☐ **A TERMITE OR WOOD DESTROYING INSECT INSPECTION** performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.

☐ **OTHER INSPECTIONS/TESTS** of the buildings located on the Property for ☐ asbestos; ☐ radon; ☐ mold; and

☐ _____ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector. Buyer must give Seller written notice of any inspection that does not meet the standards set forth above together with a copy of the relevant pages of the inspection report, on or before _____ calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the Property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

☒ **WAIVER.** By initialing here: AT, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: RC

18. Riders. The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

RIDERS:

- ☐ Appraisal ☒ As Is ☐ Attorney Approval ☐ Combined Contingency Addendum ☐ Common Interest Community Rider ☐ Insulation(New Homes only) ☐ Perc/Pit Test ☐ Sale of Buyer's Residence Contingency (AKA Hubbard) ☐ Sale of Buyer's Residence Contingency (Under Contract) ☐ Short Sale ☐ Septic/Well ☐ TRID/CFPB Rider ☐ Other _____

Buyer Initial AT Date 04/25/2025

Seller Initial RC Date 4/25/2025

Property Address 9 Dvinity Street Bristol CT 06010 Real Estate Purchase Contract Page 5 of _____

19. Property Condition Disclosure Report. To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

20. Notices to Buyer. (a) Lists of Hazardous Waste Sites. Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) Lists of Properties where Shooting Sports Conducted. Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) Information Concerning Environmental Matters. Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) Educational Material Concerning Well Water Testing. If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments and riders hereto) via email. This consent applies only to this transaction, and either party may withdraw such consent by email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:

Email: Email address is: Jaone2016@yahoo.com

Seller elects to use:

Email: Email address is: BlueCascades03@gmail.com

If any party changes its email address they will promptly notify the other party of the new email address.

22. Broker(s). Buyer and Seller recognize AGORA HOMES LLC (firm name) and _____ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, they should consult with an attorney before signing this Contract.

BUYER
Arturo Torres

Arthur & Son LLC

04/25/2025

SELLER

Katherine C. Zander
Blue Cascades LLC

Date: _____

Date: 4/25/2025

Property Address: 9 Dvinity Street Bristol CT 06010 "As Is" Rider page of



**"AS IS" RIDER
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.**



1. Seller is selling the Property and the improvements and personal property included in this Contract "as is," in the condition they were in on the date of this Contract, subject to ordinary wear and use. Seller hereby declares to Buyer that Seller does not intend to correct or pay for the correction of (whether directly or by way of a credit to Buyer) any conditions described in any tests or reports which may be obtained by Buyer in accordance with this Contract.

2. Notwithstanding the foregoing, Buyer retains Buyer's rights to inspections or tests under paragraphs 17 and 18 of this Contract, if any. Buyer retains Buyer's rights to terminate this Contract on account of the results of such inspections or tests and to have all deposits returned to Buyer in the event of such termination.

BUYER
Authentisign

Arturo Torres
Arthur & Son LLC

Arturo Torres
Date: 04/25/2025

SELLER

[Signature]
Blue Cascades LLC

Date: 4/25/2025