

Cumberland County Register of Deeds

Current datetime: 6/23/2016 8:39:53 AM

**DETAILS REPORT**

\*\*Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

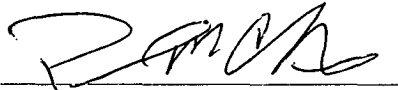
<b>Doc#</b>	<b>File Date</b>	<b>Rec Time</b>	<b>Type Desc.</b>
37775	07/30/2015	1:40PM	DEED
<b># of Pgs.</b>	<b>Book/Page</b>	<b>Doc. Status</b>	
2	32471/220	Verified/Certified	
<b>Town</b>			
PORTLAND			
<b>Grantor</b>	<b>Grantee</b>	<b>Street</b>	<b>Property Description</b>
MCCARTNEY JAMES J	MCCARTNEY FAMILY LLC		
<b>References</b>			
<b>Book/Vlm/Page</b>	<b>Description</b>	<b>Recorded year</b>	

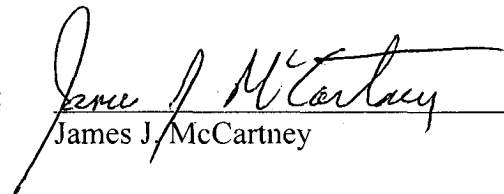
**QUITCLAIM DEED WITH COVENANT**  
(Maine Statutory Short Form)

KNOW ALL BY THESE PRESENTS, that I, **James J. McCartney**, of Windham, County of Cumberland, and State of Maine, for no consideration and as a distribution of trust property, GRANT to **McCartney Family, LLC**, an LLC organized and existing under the laws of the State of Maine, the mailing address of which is 72 Stroudwater Place, Westbrook, Maine, with QUITCLAIM COVENANT, all of James J. McCartney's right, title and interest in, the real property located in Portland, County of Cumberland and State of Maine, more particularly described in Exhibit A attached hereto and made a part hereof.

This conveyance is made SUBJECT, HOWEVER, to real estate taxes which are not yet due and payable, which, by acceptance hereof, Grantee assumes and agrees to pay.

WITNESS my hand and seal this 30 day of JUNE, 2015.

  
\_\_\_\_\_  
Witness  
Paul M Cobb

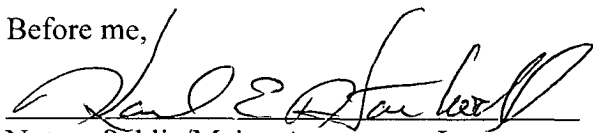
By:   
\_\_\_\_\_  
James J. McCartney

STATE OF MAINE  
County of Cumberland, SS.

June 30, 2015

Then personally appeared the above-named James J. McCartney and acknowledged the foregoing instrument to be his free act and deed

SEAL

Before me,   
\_\_\_\_\_  
Notary Public/Maine Attorney-at-Law  
Printed Name: \_\_\_\_\_

KARL E. HARTWELL  
Notary Public, Maine  
My Commission Expires 12/12/2019

EXHIBIT A

A certain lot or parcel of land with the buildings thereon situated on the easterly side of Sheridan Street in said Portland, being numbered 161, 163, and 165 on said Sheridan Street and containing 9,146 square feet of land, as shown on Revaluation Plan of the City of Portland, recorded in Cumberland County Registry of Deeds, Plan Book 5, Page 12.

Being the same premises conveyed to James J. McCartney by Annie P. Siteman by deed dated August 28, 1919 recorded in Cumberland County Registry of Deeds Book 1031, Page 111 and being a part of the premises conveyed by James J. McCartney to the Maine Savings Bank by mortgage deed dated October 2, 1924, recorded in said Registry of Deeds in Book 1166, page 230, which mortgage was foreclosed by said Maine Savings Bank by Notice, certificate of which is recorded in said Registry of Deeds Book 1525, page 474, and same to grantor from said Bank in Book 1554, Page 98.

Also another certain lot or parcel of land in said Portland on the Northeasterly side of Sheridan Street, formerly Poplar Street, being lot numbered eighteen (18) as delineated on the plan of lots of Simonton, Hatch, Washburn, Cook and Chase recorded in Cumberland County Registry of Deeds, Book 551, page 297, said lot being about eighty-five feet front of said Sheridan Street and running back to lot numbered twenty-five (25) as marked on said plan about one hundred and forty feet, being the same lot that Horatio N. Jose conveyed to Thomas Shanahan by deed dated seventh day of January 1867.

Lot 18 Reference: See Portland, Maine Plan Book 551, Page 297.

Lots 161, 163 and 165 Reference: Deed to Mary F. McCartney dated August 15, 1938, recorded in the Cumberland County Registry of Deeds in Book 1554, Page 198.

Being the same property conveyed to James M. McCartney and Mary E. Gedaro by Deed from Mary F. McCartney dated January 24, 1972 and recorded in the Cumberland County Registry of Deeds in Book 3355, Page 239.

Being the same property conveyed to the Mary E. Gedaro Trust from Mary E. Gedaro by Deed dated April 13, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29,552, Page 95.

Being the same property conveyed to Susanne E. Gedaro from Susanne E. Gedaro as Trustee of the Mary E. Gedaro by Deed dated June 19, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32416, Page 53.

Further reference is also made to the Boundary Line Agreement between the City of Portland and James M. McCartney and Mary E. Gedaro, dated January 19, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12,323, Page 317.

## BOUNDARY LINE AGREEMENT

WHEREAS, McCartney Family, LLC, a Maine limited liability company, is the owner of the land and buildings situated at 165 Sheridan Street, Portland, Maine, as more particularly described in a deeds recorded in Cumberland County Registry of Deeds in Book 32471, Pages 220, 222, 224, 226 and 228; and

WHEREAS, Anthony Mancini, as Trustee of Sheridan Street Realty Trust under a Declaration of Trust, dated October 26, 1995, is the owner of the land and buildings situated at 179 Sheridan Street, Portland, Maine, as more particularly described in a deed recorded in said Registry of Deeds at Book 12184, Page 22; and

WHEREAS, the boundary line between the said two properties is uncertain and the owners wish to acknowledge the location of the boundary line, and to provide for these matters to run with the land;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements set forth in this Agreement, the parties do hereby agree to a common boundary line as follows:

A certain line being located adjacent to the northeasterly side of Sheridan Street, in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows.

Beginning at a point on the northeasterly sideline of Sheridan Street said point being located S 30°18'44" W by said Sheridan Street a distance of Two Hundred Seventy-Three and 50/100 (273.50) feet from the intersection of the northeasterly sideline of said Sheridan Street with the southeasterly sideline of Walnut Street. Thence:

N 64°17'41" E a distance of One Hundred Eight and 33/100 (108.33) feet to a point on the southwesterly line of land now or formerly of Anthony Mancini as described in a deed recorded in the Cumberland County Registry of Deeds in Book 7754, Page 185.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

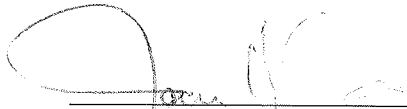
Reference is herein made to a plan entitled "Plan of Existing Conditions Survey "made for Vazza Real Estate Group BD Sheridan, LLC by Titcomb Associates dated March 4, 2016.

1. The McCartney Family, LLC hereby remises, releases, bargains, sells and conveys and forever quit-claims unto Sheridan Street Realty Trust, its successors and assigns forever, any right, title or interest it may have in any land which adjoins and is northwesterly of the boundary line described above.

2. The Sheridan Street Realty Trust hereby remises, releases, bargains, sells and conveys and forever quit-claims unto McCartney Family, LLC, its successors and assigns

forever, any right, title or interest it may have in any land which adjoins and is southeasterly of the boundary line described above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the dates set forth below.

  
\_\_\_\_\_  
Witness

Sheridan Street Realty Trust

  
\_\_\_\_\_  
By: Anthony Mancini  
Its: Trustee

McCartney Family, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

*May*  
February 1, 2017

Personally appeared the above-named Anthony Mancini, Trustee of Sheridan Street Realty Trust, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Trust.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney at Law **Janine M. Galli, Notary Public  
State of Maine  
My Commission Expires 7/19/2019**

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

February \_\_\_\_, 2017

Personally appeared the above-named \_\_\_\_\_, Member/Manager of McCartney Family, LLC, and acknowledged the foregoing to be his/her free act and deed in his /her capacity and the free act and deed of the limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

forever, any right, title or interest it may have in any land which adjoins and is southeasterly of the boundary line described above.

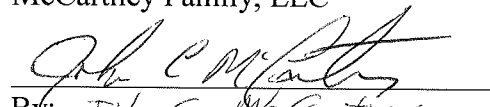
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the dates set forth below.

Sheridan Street Realty Trust

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Anthony Mancini  
Its: Trustee

  
\_\_\_\_\_  
Witness

McCartney Family, LLC  
  
\_\_\_\_\_  
By: John C. McCartney  
Its: Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

March \_\_\_\_, 2017

Personally appeared the above-named Anthony Mancini, Trustee of Sheridan Street Realty Trust, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of the Trust.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

March 22, 2017

Personally appeared the above-named John C. McCartney Member/Manager of McCartney Family, LLC, and acknowledged the foregoing to be his/~~her~~ free act and deed in his/~~her~~ capacity and the free act and deed of the limited liability company.

Before me,

  
\_\_\_\_\_  
Notary Public/Attorney at Law

The undersigned mortgagee of Sheridan Street Realty Trust (if any) joins in this instrument to evidence its consent thereto, subjecting its mortgage lien to the provisions hereof, but assumes no personal liability hereunder.

Camden National Bank<sup>^</sup>, Mortgagee

5/1/12  
Date

By: [Signature]  
Name: Elliott Berry  
Title: SVP

The undersigned mortgagee of McCartney Family, LLC, (if any) joins in this instrument to evidence its consent thereto, subjecting its mortgage lien to the provisions hereof, but assumes no personal liability hereunder.

<sup>^</sup>, Mortgagee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## BOUNDARY LINE AGREEMENT

WHEREAS, McCartney Family, LLC, a Maine limited liability company, is the owner of the land and buildings situated at 165 Sheridan Street, Portland, Maine, as more particularly described in a deeds recorded in Cumberland County Registry of Deeds in Book 32471, Pages 220, 222, 224, 226 and 228; and

WHEREAS, Anthony Mancini, as Trustee of Alpine Realty Trust, is owner of land and buildings, as more particularly described in a deed recorded in said Registry of Deeds at Book 7691, Page 331 and Book 7856, Page 32, by virtue of the deed from Anthony Mancini and Phyliss Mancini, dated June 26, 1991 and recorded in said Registry, Book 9611, Page 304; and

WHEREAS, the boundary line between the said two properties is uncertain and the owners wish to acknowledge the location of the boundary line, and to provide for these matters to run with the land;

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements set forth in this Agreement, the parties do hereby agree to a common boundary line as follows:

A certain line being located northeasterly of, but not adjacent to, the northeasterly side of Sheridan Street, in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows.

Beginning at a point on the southerly line of land now or formerly of Anthony Mancini as described in a deed recorded in the Cumberland County Registry of Deeds in Book 7691, Page 331, said point being located N 64°17'43" E by said land of Mancini a distance of Five and 23/100 (5.23) feet from a capped iron rod ("PLS 1252") at the southwesterly corner of said land of Mancini. Thence:

S 43°38'21" E a distance of Seventy-Six and 93/100 (76.93) feet to a point on the northwesterly line now or formerly of the City of Portland as described in a boundary line agreement deed recorded in said Registry in Book 12323, Page 317, said point being located S 47°47'13" W by said land of the City of Portland a distance of Thirty-One and 35/100 (31.35) feet from a capped iron rod ("PLS 2239").

Meaning and intending to describe an agreement line between land now or formerly of Anthony Mancini as described in a deed recorded in the Cumberland County Registry of Deeds in Book 7856, Page 32 and land now or formerly of McCartney Family, LLC as described in deeds recorded in said Registry in Book 32471, Pages 220, 222, 224, 226, and 228.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

Reference is herein made to a plan entitled "Plan of Existing Conditions Survey "made

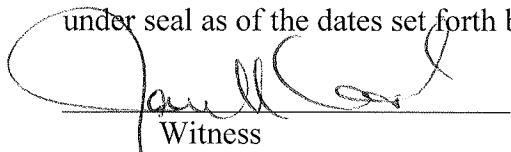


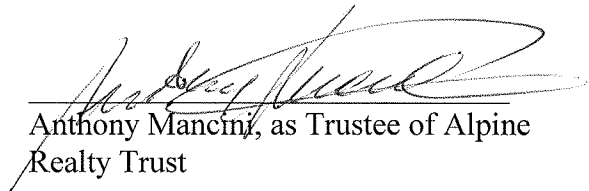
for Vazza Real Estate Group BD Sheridan, LLC by Titcomb Associates dated March 4, 2016. The above description runs from "POINT D" to "POINT C" on said Plan.

1. The McCartney Family, LLC hereby remises, releases, bargains, sells and conveys and forever quit-claims unto Anthony Mancini, his heirs and assigns forever, any right, title or interest it may have in any land which adjoins and is northeasterly of the boundary line described above.

2. Anthony Mancini, as Trustee of Alpine Realty Trust, hereby remises, releases, bargains, sells and conveys and forever quit-claims unto McCartney Family, LLC, its successors and assigns forever, any right, title or interest he may have in any land which adjoins and is southwesterly of the boundary line described above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the dates set forth below.

  
Witness

  
Anthony Mancini, as Trustee of Alpine Realty Trust

McCartney Family, LLC

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

February 1, 2017

Personally appeared the above-named Anthony Mancini, as Trustee of Alpine Realty Trsut and acknowledged the foregoing to be his free act and deed.

Before me,  
  
Janine M. Galli, Notary Public  
State of Maine  
Notary Public/Attorney at Law My Commission Expires 7/19/2019

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

February \_\_\_\_, 2017

Personally appeared the above-named \_\_\_\_\_, Member/Manager of McCartney Family, LLC, and acknowledged the foregoing to be his/her free act and deed in his /her capacity and the free act and deed of the limited liability company.

Before me,


\_\_\_\_\_  
Notary Public/Attorney at Law

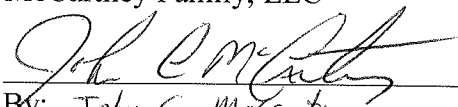
for Vazza Real Estate Group BD Sheridan, LLC by Titcomb Associates dated March 4, 2016. The above description runs from "POINT D" to "POINT C" on said Plan.

1. The McCartney Family, LLC hereby remises, releases, bargains, sells and conveys and forever quit-claims unto Anthony Mancini, his heirs and assigns forever, any right, title or interest it may have in any land which adjoins and is northeasterly of the boundary line described above.

2. Anthony Mancini, as Trustee of Alpine Realty Trust, hereby remises, releases, bargains, sells and conveys and forever quit-claims unto McCartney Family, LLC, its successors and assigns forever, any right, title or interest he may have in any land which adjoins and is southwesterly of the boundary line described above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the dates set forth below.

\_\_\_\_\_  
Witness  
  
  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Anthony Mancini, as Trustee of Alpine Realty Trust  
  
McCartney Family, LLC  
  
\_\_\_\_\_  
By: John C. McCartney  
Its: Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

March 22, 2017

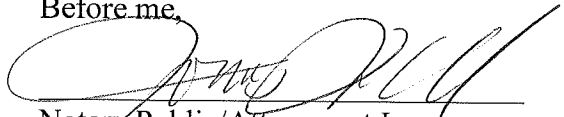
Personally appeared the above-named Anthony Mancini, as Trustee of Alpine Realty Trsut and acknowledged the foregoing to be his free act and deed.  
Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

March 22, 2017

Personally appeared the above-named John C. McCartney, ~~Member~~ Manager of McCartney Family, LLC, and acknowledged the foregoing to be his/~~her~~ free act and deed in his/~~her~~ capacity and the free act and deed of the limited liability company.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney at Law

The undersigned mortgagee of Anthony Mancini (if any) joins in this instrument to evidence its consent thereto, subjecting its mortgage lien to the provisions hereof, but assumes no personal liability hereunder.

Camden National Bank, Mortgagee

5/1/17  
Date

By: [Signature]  
Name: Elliott Barry  
Title: SVP

The undersigned mortgagee of McCartney Family, LLC, (if any) joins in this instrument to evidence its consent thereto, subjecting its mortgage lien to the provisions hereof, but assumes no personal liability hereunder.

\_\_\_\_\_  
Date

~~\_\_\_\_\_  
Mortgagee  
By: \_\_\_\_\_  
Name:  
Title:~~

# PURCHASE AND SALE AGREEMENT

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

December 22, 2015  
Offer Date

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

1. PARTIES: This Agreement is made between Saulnier Development ("Buyer") and Mccartney Family LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ( all  part of ; If "part of" see para. 26 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at 153 & 165 Sheridan St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 32471, Page(s) 220-229.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, 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 [REDACTED]. Buyer  has delivered; or  will deliver to the Agency within 10 days of the Effective Date, a deposit of earnest money in the amount [REDACTED]. Buyer agrees that an additional deposit of earnest money in the amount of [REDACTED] will be delivered upon permitting approval. 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.

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

6. ESCROW AGENT/ACCEPTANCE: The Maine Real Estate Network ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until December 22, 2015 (date) 5  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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

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

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

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

Revised September 2015 Page 1 of 4 - P&S Buyer(s) Initial [Signature] Seller(s) Initials SM  
The Maine Real Estate Network, 970 Baxter Blvd Portland, ME 04103 Phone: (207)595-0260 Fax: Saulnier, Bernier  
Jeffrey Clark Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



11. FUEL/UTILITIES/PRORATIONS: Buyer shall 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 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. This Agreement is subject to the following investigations, with results being satisfactory to Buyer:

TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION	TYPE OF INVESTIGATION	YES	NO	FULL RESOLUTION
a. General Building (may include any a-z)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	n. Arsenic Treated Wood	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	o. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
c. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
d. Water Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>14</u> days	q. Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Environmental Scan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
f. Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	s. Lot size/acreage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	t. Survey/MLI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	u. Zoning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	v. Registered Farmland	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	w. Habitat Review/Waterfowl	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
k. Smoke/CO detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	x. Flood Plain	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	y. Tax Status	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days
m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	z. Other <u>Permits</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>SeeAdd1</u> days

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

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

14. FINANCING: This Agreement  is  is not subject to Financing. If subject to Financing:

a. This Agreement is subject to Buyer obtaining a Private Capital loan of N/A % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of N/A years. Buyer is under a good faith obligation to seek and obtain financing on these terms.

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 N/A 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 written documentation of the loan denial. Any failure by Buyer to provide Seller with the loan denial within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have N/A 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 N/A points. Seller agrees to pay up to \$ N/A 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.

DS



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

Jeffrey Clark/Mindy Sanderson ( 016705 ) of The Maine Real Estate Network ( 2874 )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Jeffrey Clark/Mindy Sanderson ( 016705 ) of The Maine Real Estate Network ( 2874 )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

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

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

17. MEDIATION: Earnest money 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.

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: Addendum 1

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

26. OTHER CONDITIONS: Closing date shall take place with 30 days of buyer obtaining approvals for permitting as set forth in Addendum 1.



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.

Buyer's Mailing address is 22 West Ave, Saco, ME 04072

DocuSigned by:

12/22/2015

2957DD00CC734F3...

DATE

BUYER

DATE

**Saulnier Development**

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 \_\_\_\_\_

*John P. McCartney* 12/22/15  
SELLER **McCartney Family LLC** DATE

SELLER

DATE

**COUNTER-OFFER**

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

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

SELLER \_\_\_\_\_ DATE

SELLER \_\_\_\_\_ DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE

BUYER \_\_\_\_\_ DATE

**EXTENSION**

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

SELLER \_\_\_\_\_ DATE

SELLER \_\_\_\_\_ DATE

BUYER \_\_\_\_\_ DATE

BUYER \_\_\_\_\_ DATE

