

# PURCHASE AND SALE AGREEMENT

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

Offer Date August 26, 2014

8-27-14 Effective Date  
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Group 2 LLC

estate of Edna A Lyden ("Buyer") and Dorothy A Lyden PR ("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 45 Montreal Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_.

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

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

4. PERSONAL PROPERTY: The following items of personal property as viewed on August 26, 2014 are included with the sale at no additional cost, in "as is" condition with no warranties: any that the seller chooses to leave

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 260,000.00. Buyer  has delivered; or  will deliver to the Agency within 3 days of the Effective Date, a deposit of earnest money in the amount \$ 5,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ NA will be delivered NA. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. ESCROW AGENT/ACCEPTANCE: Maine Home Connection ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 27, 2014 (date) 7:00  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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

8. DEED: The property shall be conveyed by a Warranty or Quit Claim 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.

11. FUEL/UTILITIES/PRORATIONS: Fuel remaining in tank on day of closing shall be paid by Buyer at cash price as of date of closing of company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) NA. 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	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	___	<input checked="" type="checkbox"/>	Within ___ days	n. Arsenic Treated Wood	___	<input checked="" type="checkbox"/>	Within ___ days
b. Sewage Disposal	___	<input checked="" type="checkbox"/>	Within ___ days	o. Pests	___	<input checked="" type="checkbox"/>	Within ___ days
c. Coastal shoreland septic	___	<input checked="" type="checkbox"/>	Within ___ days	p. Code Conformance	___	<input checked="" type="checkbox"/>	Within ___ days
d. Water Quality	___	<input checked="" type="checkbox"/>	Within ___ days	q. Insurance	___	<input checked="" type="checkbox"/>	Within ___ days
e. Water Quantity	___	<input checked="" type="checkbox"/>	Within ___ days	r. Environmental Scan	___	<input checked="" type="checkbox"/>	Within ___ days
f. Air Quality	___	<input checked="" type="checkbox"/>	Within ___ days	s. Lot size/acreage	___	<input checked="" type="checkbox"/>	Within ___ days
g. Square Footage	___	<input checked="" type="checkbox"/>	Within ___ days	t. Survey/MLI	___	<input checked="" type="checkbox"/>	Within ___ days
h. Pool	___	<input checked="" type="checkbox"/>	Within ___ days	u. Zoning	___	<input checked="" type="checkbox"/>	Within ___ days
i. Energy Audit	___	<input checked="" type="checkbox"/>	Within ___ days	v. Registered Farmland	___	<input checked="" type="checkbox"/>	Within ___ days
j. Chimney	___	<input checked="" type="checkbox"/>	Within ___ days	w. Habitat Review/Waterfowl	___	<input checked="" type="checkbox"/>	Within ___ days
k. Smoke/CO detectors	___	<input checked="" type="checkbox"/>	Within ___ days	x. Flood Plain	___	<input checked="" type="checkbox"/>	Within ___ days
l. Mold	___	<input checked="" type="checkbox"/>	Within ___ days	y. Tax Status/Tree Growth	___	<input checked="" type="checkbox"/>	Within ___ days
m. Lead Paint	___	<input checked="" type="checkbox"/>	Within ___ days	z. Other	___	<input checked="" type="checkbox"/>	Within ___ days

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

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 NA loan of NA % of the purchase price, at an interest rate not to exceed NA % and amortized over a period of NA 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 NA 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.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.

d. After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have NA 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.

e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ ZERO 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.

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

Anne Marie Cooke ( 003305 ) of Maine Home Connection ( 2854 )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Tom Landry ( 008182 ) of Benchmark Residential&Investment RE ( 2528 )  
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 subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

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 statement to release a copy of the closing 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:

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.

Buyer's Mailing address is \_\_\_\_\_

DocuSign by 8/27/2014 DATE BUYER DATE

BUYER Group 2 LLC

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 \_\_\_\_\_

Edna A Wyden 8/27/2014 DATE SELLER DATE

SELLER Edna A Wyden

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



Addendum 1 to Agreement

Addendum to contract dated August 26, 2014

between Edna A Lyden (hereinafter "Seller")

and Group 2 LLC (hereinafter "Buyer")

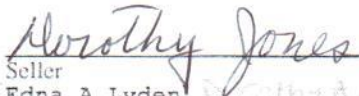
property 45 Montreal Street, Portland,

All parties agree to the following:

- Upon vacating the property the sellers/estate may leave any personal property that they do not want (house, basement, yard, etc.). Buyers will take care of removal and disposal at no cost to seller/estate.
- Property is being sold as is where is with no warranties.
- Buyers agree to hold sellers/estate harmless for any issues or losses, whether undisclosed or unknown in relation to the property. This hold harmless covers the sellers/estate before and after the sale.
- Buyers will not require or expect the seller to provide the customary Seller Property Disclosure or Lead Paint Addenda.
- Tom Landry is a member of Group 2 LLC and is licensed as a real estate agent in the state of Maine.
- Tom Landry is not taking any commission or payment in connection with this sale.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:  
  
 8/27/2014  
 Buyer Date  
 Group 2 LLC

 8/27/2014  
 Seller Date  
 Edna A Lyden

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_



# Fact Sheet: Arsenic Treated Wood

Department of Health and  
Human Services  
11 State House Station  
Augusta, ME 04333

Maine CDC  
Environmental and  
Occupational Health Program  
Toll Free in Maine: 866-292-3474  
Fax: 207-287-3981  
TTY: 207-287-8066  
Email: ehu@maine.gov

### IF YOU WORK WITH CCA WOOD

- NEVER burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

## Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

### TO LEARN MORE

Eric Frohberg  
Environmental and  
Occupational Health  
Program  
Maine CDC  
Toll-free in Maine 866-  
292-3474  
TTY: 207-287-8066  
[www.maine.gov/dhhs/  
eohp](http://www.maine.gov/dhhs/eohp)

#### First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

#### Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

#### Third: If you have any questions, call us toll-free in Maine: 866-292-3474

## Common Questions

### What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

### What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

# LEAD PAINT ADDENDUM

TO CONTRACT DATED \_\_\_\_\_ BETWEEN  
AND Dorothy Jones, Personal Rep (hereinafter "Seller")  
AND Group 2 LLC (hereinafter "Buyer")  
FOR PROPERTY LOCATED AT 45 Montreal Street, Portland,

Said contract is further subject to the following terms:

### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

### Seller's Disclosure (check one)

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_  
\_\_\_\_\_

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_  
\_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Buyer's Acknowledgment

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Dorothy Jones 8/27/2014  
Seller Date  
Dorothy Jones, Personal Rep


\_\_\_\_\_  
Buyer Date  
Group 2 LLC

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

Anne Marie Cooke 8/27/14  
Agent Date  
Anne Marie Cooke

\_\_\_\_\_  
Agent Date

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REALTOR®  
Maine Home Connection, 19 Commercial Street Portland, ME 04101  
Anne Marie Cooke

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 Phone: 207.551-1306 Fax: 207.879-9891  
www.zipLogix.com



## SELLER'S PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

**NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.**

PROPERTY LOCATED AT: 45 Montreal Street  
Portland,

### SECTION I. WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal  Unknown  
 Drilled  Dug  Other \_\_\_\_\_

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?  
 Pump:  Yes  No  N/A  
 Quality:  Yes  No  Unknown Quantity: \_\_\_\_\_  Yes  No  Unknown

WATER TEST: If YES to any question, please explain in the comment section below or with attachment.  
 Have you had the water tested? \_\_\_\_\_  Yes  No  
 IF YES: Date of most recent test: \_\_\_\_\_ Are test results available? \_\_\_\_\_  Yes  No  
 To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation?  Yes  No  
 IF YES, are test results available? \_\_\_\_\_  Yes  No  
 What steps were taken to remedy the problem? \_\_\_\_\_

• IF PRIVATE:  
 INSTALLATION: Location: \_\_\_\_\_  
 Installed BY: \_\_\_\_\_ DATE of Installation: \_\_\_\_\_  
 What is the source of your information: \_\_\_\_\_  
 USE: Number of Persons currently using system? \_\_\_\_\_  
 Does system supply water for more than one household? \_\_\_\_\_  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

### SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM:  Public  Private  Quasi-Public  Unknown

• IF PUBLIC OR QUASI-PUBLIC:  
 Have you experienced any problems such as line or other malfunctions? unknown  Yes  No  
 What steps were taken to remedy the problem? \_\_\_\_\_

• IF PRIVATE:  
 TANK:  Septic Tank  Holding Tank  Cesspool  Other: \_\_\_\_\_  
 Tank Size:  500 Gal.  1000 Gal.  Unknown  Other: \_\_\_\_\_  
 Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_  
 Location: \_\_\_\_\_ OR  Unknown Date of Installation: \_\_\_\_\_  
 Date Last Pumped: \_\_\_\_\_ Name of Company Pumping Tank: \_\_\_\_\_  
 Have you experienced any malfunctions? \_\_\_\_\_  Yes  No  
 If yes, give the date and describe the problem: \_\_\_\_\_

Date of Last Servicing of tank: \_\_\_\_\_ Name of Company Servicing Tank: \_\_\_\_\_

LEACH FIELD: \_\_\_\_\_  Yes  No  Unknown  
 IF YES: Location: \_\_\_\_\_  
 Date of installation of leach field: \_\_\_\_\_ Installed by: \_\_\_\_\_  
 Date of Last Servicing of leach field: \_\_\_\_\_ Name of Company Servicing leach field: \_\_\_\_\_  
 Have you experienced any malfunctions? \_\_\_\_\_  Yes  No  
 If yes, give the date and describe the problem & what steps were taken to remedy: \_\_\_\_\_

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? \_\_\_\_\_  Yes  No  
 IF YES, is it available? \_\_\_\_\_

SOURCE OF INFORMATION: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

IS SYSTEM LOCATED IN A SHORELAND ZONE? \_\_\_\_\_  Yes  No  Unknown  
 Is System located in a Coastal Shoreland Zone? \_\_\_\_\_  Yes  No  Unknown

2014 Page 1 of 3 - SPD Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials D.J.  
 Maine Home Connection, 19 Commercial Street Portland, ME 04101 Phone: 207-553-1306 Fax: 207-878-9801 Estate of Isamu Lyden  
 Anne Marie Cook Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com



PROPERTY LOCATED AT 45 Montreal Street, Portland,

**SECTION III. HEATING SYSTEM(S)/SOURCES(S)**

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	unknown			
Age of system(s)/source(s)				
Name of company that services system(s)/source(s)				
Date of most recent service call				
Annual consumption per system/ source (i.e., gallons, kilowatt hours, cord(s))				
Malfunction per system(s)/ source(s) within past 2 years				
Other pertinent information				

Buried Oil Supply Line:  Yes  No  Unknown      Sleeved:  Yes  No unknown  
 Chimney(s):  Yes  No If yes, lined:  Yes  No  Unknown      Last Cleaned: \_\_\_\_\_  
 Is more than one heat source vented through one flue?  Yes  No  Unknown  
 Has chimney been inspected?  Yes  No  Unknown; If Yes, when: \_\_\_\_\_      Had a chimney fire:  Yes  No  Unknown  
 Power Vent:  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

**SECTION IV. HAZARDOUS MATERIAL**

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:  
 Are there now, or have there ever been, any underground storage tanks on your property?  Yes  No  Unknown  
 IF YES: Are tanks in current use?  Yes  No  Unknown  
 IF NO above: How long have tank(s) been out of service? \_\_\_\_\_  
 What materials are, or were, stored in the tank(s)? \_\_\_\_\_  
 Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Have you experienced any problems such as leakage? \_\_\_\_\_  
 Are tanks registered with the Dept. of Environmental Protection?  Yes  No  Unknown  
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

B. ASBESTOS - Current or previously existing:  
 • as insulation on the heating system pipes or duct work?  Yes  No  Unknown  
 • in the siding?  Yes  No  Unknown  
 • in flooring tiles?  Yes  No  Unknown  
 • in the roofing shingles?  Yes  No  Unknown  
 • other: \_\_\_\_\_  
 IF YES: Source of Information: \_\_\_\_\_

C. RADON/AIR - Current or previously existing:  
 Has the property been tested?  Yes  No  Unknown  
 IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_  
 Has the property been tested since remedial steps?  Yes  No  Unknown  
 Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

D. RADON/WATER - Current or previously existing:  
 Has the property been tested?  Yes  No  Unknown  
 IF YES: Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Results: \_\_\_\_\_ If applicable, What remedial steps were taken? \_\_\_\_\_  
 Has the property been tested since remedial steps?  Yes  No  Unknown  
 Are test results available?  Yes  No Results & Comments: \_\_\_\_\_

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure form and Maine Lead Warning for more information)  
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?  Yes  No  Unknown  
 Unknown but possible due to age  
 IF YES, describe location and the basis for the determination: \_\_\_\_\_  
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards:  Yes  No  
 IF YES, describe: \_\_\_\_\_

Are you aware of any cracking, peeling or flaking paint?  Yes  No  
 COMMENTS: \_\_\_\_\_

2014 Page 2 of 3 - SPD Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials D. J.

PROPERTY LOCATED AT 45 Montreal Street, Portland,

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

- TOXIC MATERIAL:  Yes  No  Unknown OTHER: \_\_\_\_\_
- LAND FILL:  Yes  No  Unknown
- RADIOACTIVE MATERIAL:  Yes  No  Unknown

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

### SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations or restrictive covenants?  Yes  No  Unknown

IF YES, Explain: \_\_\_\_\_

What is your source of information: \_\_\_\_\_

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?  Yes  No  Unknown

IF YES, Explain: \_\_\_\_\_

• Is this house currently covered by a flood insurance policy?  Yes  No  Unknown

• Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: \_\_\_\_\_

• Year Principal Structure Built: 1920 What year did Seller acquire property? \_\_\_\_\_

• Roof: Year Built - Structure: 1920 Year Shingles/Other Installed: unknown

Water, moisture or leakage: unknown  
Comments: \_\_\_\_\_

• Foundation/Basement: Sump Pump:  Yes  No  Unknown Comments: \_\_\_\_\_

Water, moisture or leakage since you owned the property:  Yes  No  Unknown Comments: \_\_\_\_\_

Knowledge of prior water, moisture or leakage:  Yes  No  Unknown Comments: \_\_\_\_\_

• Mold: Has the property ever been tested for mold?  Yes  No  Unknown If YES, are test results available?  Yes  No

• Electrical:  Fuses  Circuit Breaker  Other: \_\_\_\_\_  Unknown

• Has all or a portion of the property been surveyed?  Yes  No  Unknown If YES, is the survey available?  Yes  No

• Manufactured Housing: Mobile Home -  Yes  No  Unknown Modular -  Yes  No  Unknown

• KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: unknown

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE:  Yes  No

### SECTION VI. ADDITIONAL INFORMATION

Seller to remain representative & does not live with property. Property being sold ASIS under this

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

Dorothy Jones  
SELLER  
Dorothy Jones, Personal Rep

8/27/2014  
DATE

SELLER

DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER  
Group 2 LLC

DATE

BUYER

DATE

