

# PURCHASE AND SALE AGREEMENT

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

August 2, 2017  
Offer Date

\_\_\_\_\_, \_\_\_\_\_ Effective Date  
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Jason Kroot ("Buyer") and Kevin Brunelle, Katherine Brunelle ("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 50 Noyes St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 25706, Page(s) 180.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, landscaping, and N/A 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 July 28, 2017 are included with the sale at no additional cost, in "as is" condition with no warranties: Kitchen appliances.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 440,000.00. 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 \$ n/a will be delivered n/a. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

6. ESCROW AGENT/ACCEPTANCE: Portside Real Estate Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until August 3, 2017 (date) 3:00  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 13, 2017 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Quit Claim with Cov 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.

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

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

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

Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 10 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, without limitation, any or all of the following:

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

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer 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.

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

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of 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: Buyer's obligation to close:

- is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
- is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within \_\_\_\_\_ days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than \_\_\_\_\_ days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.

is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a conventional loan of 80.000 % of the purchase price, at an interest rate not to exceed 5.000 % and amortized over a period of 30 years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 3 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 within two days of receipt. After notifying Seller, Buyer shall have 3 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 0 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.



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

Alessandra Malone ( 011156 ) of Portside Real Estate Group ( 0297 )  
Licensee MLS ID Agency MLS ID

is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Kimberly Kuusela ( 017623 ) of Maine Real Estate Network ( 2484 )  
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: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

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

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

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: Multi Addendum, 1031 Addendum

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

26. OTHER CONDITIONS:  
Building delivered vacant.

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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 \_\_\_\_\_ .

DocuSigned by: 8/2/2017  
 BUYER \_\_\_\_\_ DATE BUYER \_\_\_\_\_ DATE  
 Jason Kroot

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 \_\_\_\_\_ .

SELLER **Kevin Brunelle** \_\_\_\_\_ DATE SELLER **Katherine Brunelle** \_\_\_\_\_ 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



### 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.**

50 Noyes St  
PROPERTY LOCATED AT: Portland, ME 04103-4426

#### 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 Quantity:  Yes  No  Unknown  
Quality:  Yes  No  Unknown

If YES to any question, please explain in the comment section below or with attachment.  
WATER TEST: 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: N/A  
Installed BY: DATE of Installation:  
USE: Number of Persons currently using system?  
Does system supply water for more than one household?  Yes  No  Unknown

COMMENTS: Source of SECTION I information: seller

#### SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM:  Public  Private  Quasi-Public  Unknown

• IF PUBLIC OR QUASI-PUBLIC:  
Have you had the sewer line inspected?  Yes  No If yes, what results: maybe in 2007 but can't find  
Have you experienced any problems such as line or other malfunctions?  Yes  No does.  
What steps were taken to remedy the problem? replaced piping in basement

• 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: N/A Name of Company Servicing Tank:

LEACH FIELD:  Yes  No  Unknown

IF YES: Location: N/A

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?  Yes  No  Unknown

Is System located in a Shoreland Zone?  Yes  No  Unknown

Is System located in a Coastal Shoreland Zone?  Yes  No  Unknown

COMMENTS: Source of SECTION II information: seller DS  
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PROPERTY LOCATED AT **50 Noyes St, Portland, ME 04103-4426**

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

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	Oil around	Oil		
Age of system(s)/source(s)	upstairs - new 2010	unknown		
Name of company that services system(s)/source(s)	Superior - Falmouth	Superior		
Date of most recent service call	Dec 2016	Dec 2016		
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))	~ 400 per tenant	~ 600-700 per tenant		
Malfunction per system(s)/source(s) within past 2 years	no	no		
Other pertinent information				

Is there an oil supply line?  Yes  No  Unknown Is it buried?  Yes  No  Unknown Is it sleeved?  Yes  No  Unknown  
 Chimney(s):  Yes  No If yes, lined:  Yes  No  Unknown Last Cleaned: unknown

Is more than one heat source vented through one flue?  Yes  No  Unknown Had a chimney fire:  Yes  No  Unknown  
 Has chimney been inspected?  Yes  No  Unknown; If Yes, when: \_\_\_\_\_ Direct/Power Vent:  Yes  No  Unknown

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

Source of SECTION III information: seller and tenants

**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? n/a unknown

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: \_\_\_\_\_

Source of information: seller

**B. ASBESTOS - Current or previously existing:**

• as insulation on the heating system pipes or duct work? wrapped  Yes  No  Unknown

• in the siding?  Yes  No  Unknown • in the roofing shingles?  Yes  No  Unknown

• in flooring tiles?  Yes  No  Unknown • other: \_\_\_\_\_  Yes  No  Unknown

Source of information: seller

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

**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: \_\_\_\_\_

Source of information: seller

**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: \_\_\_\_\_

Source of information: seller

**E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)**

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? first floor?  Yes  No maybe

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

Source of information: seller

PROPERTY LOCATED AT 50 Noyes St, Portland, ME 04103-4426

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

- TOXIC MATERIAL:  Yes  No  Unknown
- LAND FILL:  Yes  No  Unknown
- RADIOACTIVE MATERIAL:  Yes  No  Unknown

OTHER: \_\_\_\_\_

Source of information: seller

**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 (including condominiums and PUD's) or restrictive covenants?  Yes  No  Unknown

IF YES: Explain: \_\_\_\_\_  
What is your source of information: seller

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: \_\_\_\_\_ Forest Management and Harvest Plan available?  Yes  No  Unknown

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

• Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: \_\_\_\_\_

• Year Principal Structure Built: ~ 1980 What year did Seller acquire property? 2007

• Roof: Year Shingles/Other Installed: Unknown  
Water, moisture or leakage: none

Comments: \_\_\_\_\_

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

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

Prior water, moisture or leakage:  Yes  No  Unknown Comments: minor

• 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: updated upstairs  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: \_\_\_\_\_

Source of SECTION V information: seller

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

each spring the basement drain needs to be plunged out by plumber. Bottomunit needs updating and floor repair. Seller has 2 quotes for outside painting to be completed and would consider having completed prior to sale based on purchase and sale agreement.

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.

Kevin M. Brunelle  
SELLER

June 19, 2017  
DATE

Katherine W. Brunelle  
SELLER

June 19, 2017  
DATE

Katherine W. Brunelle  
SELLER

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.

[Signature]  
BUYER

8/2/2017  
DATE

[Signature]  
BUYER

DATE

BUYER

DATE



# LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Kevin M. Brunelle, Katherine W. Brunelle (hereinafter "Seller")  
AND \_\_\_\_\_ (hereinafter "Buyer")  
FOR PROPERTY LOCATED AT 50 Noyes St, Portland, ME 04103-4426

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.

Kevin M. Brunelle 06/19/2017  
Seller Date  
Kevin M. Brunelle

Katherine W. Brunelle 06/19/2017  
Seller Date  
Katherine W. Brunelle

Kimberly Kuusela 06/19/2017  
Agent Date  
Kimberly Kuusela

DocuSigned by: \_\_\_\_\_ 8/2/2017  
Buyer B5525E3350754CF... Date

DocuSigned by: Alessandra Malone 8/2/2017  
Agent B2C699EBDCFD4CA... Date

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REALTOR®  
South Portland, 75 John Roberts Road South Portland, ME 04106  
Kimberly Kuusela





### MULTI-FAMILY/RENTAL PROPERTY ADDENDUM

TO AGREEMENT DATED June 18, 2017 BETWEEN Kevin M. Brunelle, Katherine W. Brunelle

(hereinafter "Seller")

AND Jason Kroot (hereinafter "Buyer")

PROPERTY LOCATED AT: 50 Noyes St  
Portland, ME 04103-4426

Said Agreement is further subject to the following terms:

Strike any provision(s) that do not apply.

1. Sellers shall provide Buyer with copies of tenants' leases or other rental agreements (hereinafter "leases") within 5 days of Effective Date of this Addendum and Buyer shall have an additional 5 days to examine same. Should Buyer find the leases to be unsatisfactory, Buyer shall so inform Seller in writing within the examination period and the Agreement shall become null and void and any deposit shall be returned to Buyer. In the absence of such notification the leases shall be deemed acceptable. Notwithstanding anything in the Agreement to the contrary, Seller agrees to observe and perform all obligations imposed on Seller under such leases and not to alter, modify or change the terms of such leases or to cancel or terminate such leases without the written consent of Buyer.
2. Seller agrees to indemnify and hold Buyer harmless for any damages, liabilities or costs arising from Seller's failure to have complied with the disclosure requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C., §4852(d) and the radon testing, notification and reporting requirements in 14 M.R.S. §6030-D.
3. Seller shall provide Buyer with a financial accounting of all security deposits, a schedule of current rents and the occupancy and payment status for each unit within 5 days of the Effective Date of the Agreement. Buyer shall have 5 days from receipt to review this information. If any of this information is not satisfactory to Buyer, Buyer may declare the Agreement null and void by notifying Seller in writing within said 5-day period and any earnest money shall be returned to Buyer. Upon transfer of the property, Seller shall provide Buyer with an update of all of the above information and shall provide to each tenant, by mail, notice of the transfer, notice of the Buyer's name and address and a copy of the accounting of the tenant's security deposit as required under 14 M.R.S. §6035.
4. It is agreed that all security deposits shall be payable in full to the Buyer/trustee at transfer of title.
5. Seller represents that there will be no outstanding agreements with tenants regarding repairs to be done by Seller or by tenant against future rent monies at transfer of title, and that no rental income arising under the tenant leases has been or will be collected in advance of the time when it becomes due, except as otherwise acknowledged and agreed to elsewhere in this Agreement.
6. Should a vacancy occur, it is agreed that Seller shall be allowed to fill that vacancy using the same criteria presently used by Seller to fill vacancies.
7. In the event of a vacancy at time of transfer of the title, any vacant unit shall be free of personal belongings and in broom clean condition.
8. Seller agrees to render the following portion(s) of the building vacant on or before closing: to be determined by buyer and seller via purchase and sale Building to be delivered vacant
9. Buyer's obligations under this Agreement are subject to Buyer, within 5 days of the Effective Date of the Agreement, obtaining satisfactory evidence from the municipality that the property contains 2 legally authorized units. If Buyer is unable to obtain such evidence, Buyer may 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 Buyer does not notify Seller within the time period set forth above, this contingency is waived by Buyer.

The representations and obligations of this Multi-Family Addendum shall survive closing and passage of title to Buyer.


DocuSigned by:  
[Signature]  
BUYER  
B5525E3350754CF...  
DATE

8/2/2017

[Signature]  
SELLER  
Kevin M. Brunelle  
DATE  
06/19/2017

BUYER  
DATE

[Signature]  
SELLER  
Katherine W. Brunelle  
DATE  
06/19/2017

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South Portland, 75 John Roberts Road South Portland, ME 04106  
Phone: (207)232-3305 Fax: Kimberly Kuusela



50 Noyes St

Addendum 1031 to Agreement

Addendum to contract dated 8/2/2017

between Kevin M. Brunelle, Katherine W. Brunelle (hereinafter "Seller")

and Jason Kroot (hereinafter "Buyer")

property 50 Noyes St, Portland, ME 04103-4426

Buyer is aware that Seller is performing an IRC §1031 tax deferred exchange. Seller requests Buyer's cooperation in such an exchange, and agrees to hold Buyer harmless from any and all claims, liabilities, costs, or delays in time resulting from such an exchange. Buyer agrees to an assignment of this Purchase & Sale Agreement (Agreement) by Seller to Maine Exchange Services, LLC, (QI), which assignment shall convey the rights, but not the obligations, of the Agreement. All representations and warranties of the Seller in the Agreement shall survive the assignment to QI. Buyer shall release QI of any liability as Seller under the Agreement.

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

DocuSigned by: [Signature] 8/2/2017  
Buyer \_\_\_\_\_ Date

Kevin M. Brunelle 06/26/2017  
Seller \_\_\_\_\_ Date  
Kevin M. Brunelle

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

Katherine W. Brunelle 06/26/2017  
Seller \_\_\_\_\_ Date  
Katherine W. Brunelle

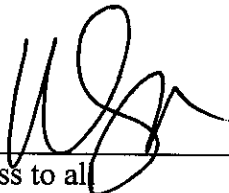
**DEED OF SALE BY PERSONAL REPRESENTATIVE  
(TESTATE)  
Maine Statutory Short Form**

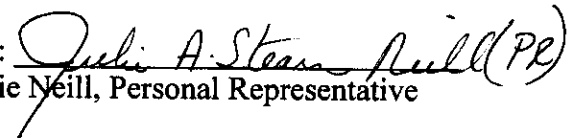
MAINE REAL ESTATE TAX PAID

**Julie Neill**, of Harrison, Maine, duly appointed and acting **Personal Representative of the Estate of Josephine Gold**, deceased (testate), as shown by the probate records of Cumberland County, Maine, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to **Katherine Brunelle and Kevin Brunelle**, of Portland, Maine, as joint tenants, a certain lot or parcel of land together with any buildings thereon situated in the Town of Portland, and bounded and described in Exhibit A attached hereto and incorporated herein by reference.

**In Witness Whereof**, have hereunto set hands this 21st day of December, 2007.

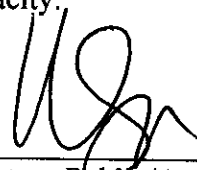
Estate of Josephine Gold,

  
\_\_\_\_\_  
Witness to all

By:   
Julie Neill, Personal Representative

State of Maine  
County of Cumberland, ss

On this 21st day of December, 2007 personally appeared before me the above-named Julie Neill, Personal Representative of the Estate of Josephine Gold and acknowledged the foregoing instrument as her free act and deed and in her said capacity.

  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Wendy L Snares  
10/13/11

File #2007-6415

**Exhibit A - Property Description**

**Closing Date:** 12/21/2007  
**Borrower(s):** Katherine Brunelle and Kevin Brunelle  
**Property Address:** 50 Noyes Street, Portland ME 04102

A certain lot or parcel of land, with the buildings thereon, situated on the southerly side of Noyes Street and the easterly side of Oakdale Street, in said Portland, bounded and described as follows:

Beginning at the point of intersection of said southerly side of Noyes Street and said easterly side of Oakdale Street and running northeasterly by said southerly side line of Noyes Street fifty three and six hundredths (53.06) feet to a point; thence southeasterly at right angles to said southerly side line of Noyes Street and parallel with said easterly sideline of Oakdale Street one hundred (100) feet to a point; thence southwesterly at right angles to said last course and parallel with said southerly side line of Noyes Street fifty (50) feet to the easterly side line of Oakdale Street; thence northwesterly by said easterly side line of Oakdale Street one hundred (100) feet to the point of beginning.

Received  
Recorded Register of Deeds  
Dec 26, 2007 09:55:23A  
Cumberland County  
Pamela E. Lovles