

# PURCHASE AND SALE AGREEMENT

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

Offer Date 9/29/14

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

1. PARTIES: This Agreement is made between SCOTT D. FLANDERS ("Buyer") and KEVIN AND JILL WYMAN ("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 70 LAWN AVE and described in deed(s) recorded at said County's Registry of Deeds Book(s) 12655, Page(s) 105.

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: 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 9/29/14 are included with the sale at no additional cost, in "as is" condition with no warranties: 2 KITCHEN STOVES and 2 REFRIGERATORS, WASHER and DRYER.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 354,000.00. Buyer  has delivered; or  will deliver to the Agency within N/A days of the Effective Date, a deposit of earnest money in the amount \$ 4,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 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. 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: ANGLE ASSOCIATES REALTY ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 9/30/14 (date) (two) 2 PM  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 10/28/14 (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.

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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) 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	RESULTS REPORTED TO SELLER	TYPE OF INVESTIGATION	YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	n. Arsenic Treated Wood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	o. Pests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
c. Coastal shoreland septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	p. Code Conformance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
d. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	q. Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
e. Water Quantity	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	r. Environmental Scan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
f. Air Quality	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within <u>10</u> days	s. Lot size/acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
g. Square Footage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	t. Survey/MLI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
h. Pool	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	u. Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
i. Energy Audit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	v. Registered Farmland	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
j. Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	w. Habitat Review/Waterfowl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
k. Smoke/CO detectors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	x. Flood Plain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
l. Mold	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	y. Tax Status/Tree Growth	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Within _____ days
m. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Within _____ days	z. Other	<input checked="" type="checkbox"/>	<input 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 N/A 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.

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 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.

e. Buyer agrees to pay no more than NA 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:

Bethany Angle (004434) of Anglo Assoc Realty ( )  
Licensee MLS ID Agency MLS ID  
is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

Diane Libby (014127) of Portland Choice Realty ( )  
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: MULTI UNIT ADDENDUM  
The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS:  
a) Basement to be cleared of all personal items not belonging to tenants.  
b) 2nd floor to remain vacant for transfer of title.

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 37 GRANDVIEW AVE. SOUTH PORTLAND, ME. 04106

Scott Fluder 9/29/14  
 BUYER DATE BUYER DATE

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

Seller's Mailing address is \_\_\_\_\_

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

**COUNTER-OFFER**

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

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

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

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



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# MULTI-FAMILY ADDENDUM

TO AGREEMENT DATED 9/29/14 BETWEEN Kevin Wyman, Jill Wyman (hereinafter "Seller")

AND SCOTT FLANDERS (hereinafter "Buyer")

PROPERTY LOCATED AT: 70 Lawn Ave  
Portland, ME 04103-3134

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 three days of Effective Date of this Addendum and Buyer shall have an additional three 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).
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 three 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.
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: 2nd floor.
9. Buyer's obligations under this Agreement are subject to Buyer, within three 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.

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Kevin Wyman 8/8/16  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
Kevin Wyman

BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Jill Wyman 8.31.16  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
Jill Wyman

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Portland's Choice Realty, 1051 Washington Avenue Portland, ME 04103  
Phone: (207)878-3035260 Fax: (207)878-3456 Diane Libby



SCOTT D. FLANDERS  
37 GRANDVIEW AVE.  
S. PORTLAND, ME 04106-6111



UBS Financial Services Inc.

850  
25-80/440

9/29/16

DATE

PAY TO THE  
ORDER OF

Angle Associates Realty  
One Thousand

\$ 1000.00

DOLLARS



Security  
Features  
Details on  
Back

Resource Management Account

ABCDEFGHIJKL MN OPQRST UVWXYZ

800-762-1000  
UMB Bank, N.A.  
Kansas City, MO 64106

MEMO

Earnout # for 70 Lawn Ave. Scott D. Flanders

⑆044000804⑆

8106523323⑆00850

### 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.**

70 Lawn Ave  
PROPERTY LOCATED AT: Portland, ME 04103

#### 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: \_\_\_\_\_  
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: none  
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: It is a cast iron pipe which was \*  
Have you experienced any problems such as line or other malfunctions? \_\_\_\_\_  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: \_\_\_\_\_  Yes  No  
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: \_\_\_\_\_ Installed by: \_\_\_\_\_  
Date of installation of leach field: \_\_\_\_\_ Name of Company Servicing leach field: \_\_\_\_\_  
Date of Last Servicing of leach field: \_\_\_\_\_  Yes  No  
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: \*inspected before street was repaved about 10 years ago- was in good condition  
Source of SECTION II information: Seller

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Portland's Choice Realty, 1051 Washington Avenue Portland, ME 04103 Phone: (207)878-3035/260 Fax: (207)878-3456 Wyman  
Diane Libby Produced with zipForm® by zipLogix 18070 Pileon Mile Road, Fraser, Michigan 48026 www.ziplogix.com

SECTION III. HEATING SYSTEMS/SOURCES

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	Natural gas-steam	Natural gas-steam	Gas heater	
Age of system(s)/source(s)	30 years + or -	30 years + or -	2006	
Name of company that services system(s)/source(s)	Maietta	Maietta	Not serviced	
Date of most recent service call	None	12-27-11	None	
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))	7/15-7/16 ccf. 868	7/15/7/16 ccf. 779	7/15-7/16 ccf 206	
Malfunction per system(s)/source(s) within past 2 years	site glass overfilled, repaired	none by owner	none	
Other pertinent information	owner pays for gas	however systems are	a separate	

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: 1996 Direct/Power Vent:  Yes  No  Unknown

COMMENTS: Small fire in basement in 2006 a new burner installed for unit 2, unit 1 burner Source of SECTION III information: Seller (SOF) leased

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.B.P.?  Yes  No  Unknown

COMMENTS: Seller is not aware of any underground tanks  
 Source of information: Seller

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 the roofing shingles?  Yes  No  Unknown  
 • in flooring tiles?  Yes  No  Unknown • other: \_\_\_\_\_  Yes  No  Unknown  
 Source of information: Seller

COMMENTS: Asbestos on pipes in basement removed in 1996.  
 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?  Yes  No

COMMENTS: Front porch, thresholds to entrances.  
 Source of information: Seller

SOF

KW [Signature]



F. UHREK 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: Deed, 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: Homestead exemption 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: #1 Gas burner, 2 gas water htrs

• Year Principal Structure Built: 1906 What year did Seller acquire property? 1996

• Roof: Year Shingles/Other Installed: 10-12 yrs ago

Water, moisture or leakage: Around chimney in wind driven rain, around vent pipe - Chimney may

Comments: none, need to be refreshed

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: \_\_\_\_\_

• 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: Knob and tube wiring - all electrical receptacles have been replaced.

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**

Winter of 2015-2016 ice build up in gutters caused them to come off the house. Facia boards need to be replaced and wrapped and gutters reattached. Many windows were replaced in 1997-1998 along with siding. Addresses are 70 Lawn Ave and 72 Lawn Ave. Illegal 3rd unit. Some front porch repair work needed - Some deferred maintenance

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 Wyman

Designated by:

Kevin Wyman  
SELLER  
Jill Wyman

9/7/16

DATE

9/9/2016

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

Sarah Flinders  
BUYER

DATE

9/29/16

DATE





**UBS Financial Services Inc.**  
One Post Office Square  
Boston, MA 02109  
Tel. 617-439-8351  
Fax 855-829-9062  
Toll Free 800-225-2385 Ext. 8351  
daniel.mclaughlin@ubs.com

Daniel M. McLaughlin, CFP®  
Senior Vice President – Wealth Management

[www.ubs.com](http://www.ubs.com)

September 6, 2016

Bethany Angle  
Angle Associates Realty  
3 Young Lane  
Cape Elizabeth, ME 04107

Re: Scott D. Flanders

Dear Ms. Angle,

Please allow this letter to serve as acknowledgement that the value of Mr. Flanders' portfolio at UBS is more than sufficient to purchase a property valued at \$375,000.

Mr. Flanders has been a valued client of UBS Financial Services Inc for over fifteen years. If I can be of any further assistance, please do not hesitate to contact me at (617) 439-8351 or (800) 225-2385 Ext. 8351.

Sincerely,

A handwritten signature in black ink that reads "Daniel M. McLaughlin". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Daniel M. McLaughlin CFP®  
Senior Vice President – Wealth Management

# LEAD PAINT ADDENDUM

TO CONTRACT DATED \_\_\_\_\_ BETWEEN  
Kevin Wyman, Jill Wyman (hereinafter "Seller")  
AND \_\_\_\_\_ (hereinafter "Buyer")  
FOR PROPERTY LOCATED AT 70 Lawn Ave, Portland, ME 04103-3134

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 Wyman 8/31/16  
Seller Date

Kevin Wyman

Jill Wyman 8-31-16  
Seller Date

Jill Wyman

Diane Libby 8-31-16  
Agent Date

Diane Libby

Scott Flader 9/29/16  
Buyer Date

Buyer Date

Agent Date



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Portland's Choice Realty, 1051 Washington Avenue Portland, ME 04103  
Diane Libby

Phone: (207)878-3035260 Fax: (207)878-3456

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Wyman



# 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 untreated 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/  
cohp](http://www.maine.gov/dhhs/cohp)

### 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.

SDF

96-1165

44349

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, Sanford C. Trado of P.O. Box 383, Ridgefield, County of Fairfield and State of Connecticut, for consideration paid, grant to Kevin P. Wyman and Jill A. Wyman of 233 Valley Street, Apt. #4, Portland, County of Cumberland and State of Maine, As Joint Tenants With Rights of Survivorship with WARRANTY COVENANTS,

A certain lot or parcel of land, with the buildings thereon in the City of Portland, County of Cumberland and State of Maine, and situated on the Westerly side of Lawn Avenue and bounded and described as follows:

Beginning at intersection of the Northerly sideline of Tremont Street with the Westerly side of Lawn Avenue, which point is distant forty (40) feet Southerly from the Southeasterly corner of land deeded by Thomas A. Sanders to Christian G. Kragelund; thence Westerly by the Northerly side line of Tremont Street sixty-five (65) feet; thence Northerly in a line parallel with Lawn Avenue forty (40) feet to land deeded by Sanders to Kragelund, as aforesaid; thence Easterly by said Kragelund land in a parallel with Tremont Street sixty-five (65) feet to the Westarly sideline of Lawn Avenue; thence Southerly by said Lawn Avenue forty (40) feet to the point of beginning.

Subject to all restrictions and easements of record, if any.

Meaning and intending to describe and convey all and the same premises as conveyed to Sanford C. Trado by Warranty Deed of John P. Kelly and Karen L. Kelly and Thomas P. Kelley dated April 18, 1989, recorded with the Cumberland County Registry of Deeds at Book 8723, Page 340.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of August, 1996.

[Signature] Witness  
Sanford C. Trado

STATE OF Maine  
COUNTY OF Cumberland

On this 6th day of August, 1996, personally appeared before me the above-named Sanford C. Trado, and acknowledged the foregoing to be his free act and deed.

[Signature]  
Notary Public/Attorney at Law  
ANGELA B. McCONNELL  
Notary Public, Maine  
My Commission Expires April 7, 2003

RECEIVED  
RECORDED REGISTRY OF DEEDS  
96 AUG -9 AM 9:32  
CUMBERLAND COUNTY  
John B O'Brien

[Handwritten initials]  
SDF

MAINE REAL ESTATE TAX PAID