

**PURCHASE AND SALE AGREEMENT - LAND ONLY**

("days" means business days unless otherwise noted, see paragraph 20)

March 30, 2017  
Offer Date

Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Brush & Hammer Remodeling Inc ("Buyer") and Geneva Ventures LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy ( all  part of; If "part of" see para. 22 for explanation) the property situated in municipality of Portland, County of Cumberland, State of Maine, located at Lot 36 Pamela St and described in deed(s) recorded at said County's Registry of Deeds Book(s) 31887, Page(s) 182-184.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 117,500.00. Buyer  has delivered; or  will deliver to the Agency within 1 days of the Effective Date, a deposit of earnest money in the amount \$ 1,000.00. 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 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:

4. ESCROW AGENT/ACCEPTANCE: The Maine Real Estate Network ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 2, 2017 (date) 5  AM  PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on See #22 (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.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. 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.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Revised 2017 Page 1 of 4 - P&S-LO Buyer(s) Initials \_\_\_\_\_ Seller(s) Initials \_\_\_\_\_

The Maine Real Estate Network, 75 John Roberts Rd South Portland, ME 04106  
Phone: (207)329-9554 Fax: Mindy Sanderson

Lot 36 Pamela St



11. 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 N/A 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 see #22 loan of See #22 % of the purchase price, at an interest rate not to exceed See #22 % and amortized over a period of See #22 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 See #22 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 N/A days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
  - e. Buyer agrees to pay no more than 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.

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

Mindy Sanderson / Jeff Clark ( 009202 ) of The Maine Real Estate Network ( 2874 )  
 Licensee MLS ID Agency MLS ID  
 is a  Seller Agent  Buyer Agent  Disc Dual Agent  Transaction Broker

N/A ( N/A ) of N/A ( N/A )  
 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.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. 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.

15. 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.

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

17. 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.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. 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.

20. 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



# SELLER'S PROPERTY DISCLOSURE - LAND ONLY

Lot#36 Pamela Street

PROPERTY LOCATED AT: Portland, ME

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.**

## SECTION I. HAZARDOUS MATERIAL

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

- 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)? unknown  
 Age of tank(s): unknown Size of tank(s): unknown  
 Location: unknown  
 Have you experienced any problems such as leakage? unknown  
 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: seller has no knowledge of underground storage tanks
- B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.) :  
unknown  Yes  No  Unknown  
 Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials?  Yes  No

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

## SECTION II. 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: covenants, sewer easement, amended subdivision plan restrictions/easements  
 What is your source of information: seller
- Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?  Yes  No  Unknown  
 IF YES: Explain: see Paragraph I in covenants - Wetlands, First Amendment of Covenants  
 What is your source of information: seller
- Is the subject property the result of a division of property within the last five years (for example, subdivision)?  Yes  No  Unknown  
 IF YES: Explain: Amended subdivision approval  
 What is your source of information: Public Records
- Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront?  Yes  No  Unknown  
 IF YES: Explain: N/A
- Has property ever been soil tested?  Yes  No  Unknown If YES, are the results available?  Yes  No  
 Are mobile/manufactured homes allowed?  Yes  No  Unknown Are modular homes allowed?  Yes  No  Unknown  
 Has all or a portion of the property been surveyed?  Yes  No  Unknown If YES, is the survey available?  Yes  No  
 ATTACHMENTS:  Yes  No  
 Additional Information: buyer is responsible for scheduling internet and phone installation including pulling wires to pedestal.

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
 Geneva Ventures LLC  
 I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.  
Brusha  
 BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

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The Maine Real Estate Network, 75 John Roberts Rd South Portland, ME 04106  
Phone: (207)329-9554 Fax: Mindy Sanderson

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# SELLER'S PROPERTY DISCLOSURE - LAND ONLY

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The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

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)? unknown  
 Age of tank(s): unknown Size of tank(s): unknown  
 Location: unknown  
 Have you experienced any problems such as leakage? unknown  
 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: seller has no knowledge of underground storage tanks

B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):  
unknown  Yes  No  Unknown  
 Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials?  Yes  No

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

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 IF YES: Explain: covenants, sewer easement, amended subdivision plan restrictions/easements  
 What is your source of information: seller  
 Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?  Yes  No  Unknown  
 IF YES: Explain: see Paragraph I in covenants - Wetlands, First Amendment of Covenants  
 What is your source of information: seller  
 Is the subject property the result of a division of property within the last five years (for example, subdivision)?  Yes  No  Unknown  
 IF YES: Explain: Amended subdivision approval  
 What is your source of information: Public Records  
 Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront?  Yes  No  Unknown  
 IF YES: Explain: N/A  
 Has property ever been soil tested?  Yes  No  Unknown If YES, are the results available?  Yes  No  
 Are mobile/manufactured homes allowed?  Yes  No  Unknown Are modular homes allowed?  Yes  No  Unknown  
 Has all or a portion of the property been surveyed?  Yes  No  Unknown If YES, is the survey available?  Yes  No  
 ATTACHMENTS:  Yes  No  
 Additional Information: buyer is responsible for scheduling internet and phone installation including pulling wires to pedestal.

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer.

Todd Settle 4/7/2017  
 SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.  
Brush & Hammer Remodeling Inc 3-31-17  
 BUYER DATE BUYER DATE





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.

21. 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 entire 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.

22. OTHER CONDITIONS: Closing shall be within 15 days of buyer receiving building permit. Subject to seller providing financing to buyer for lot 36 Pamela Street Portland. If buyer and seller cannot agree on financing terms, buyer or seller may terminate contract and earnest money will be returned to buyer.

23. 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 Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA:  Yes Explain: no explanation  No

Buyer's Mailing address is 110 Hester Dr. Portland, Me 04103  
Brush & Hammer Remodeling Inc 3/31/17 Phil Regue President 3-31-17  
 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 \_\_\_\_\_  
Todd Suttle 4/7/2017  
 SELLER DATE SELLER DATE  
 Geneva Ventures LLC

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 time for the performance of this Agreement is extended until \_\_\_\_\_ DATE

SELLER DATE SELLER DATE

BUYER DATE BUYER DATE



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