

GARDINER CITY COUNCIL AGENDA ITEM INFORMATION SHEET



Me	eting Date	10/20/2021	Department	Tax Collector
Ag	enda Item	4.e.) TAP -		
	Est. Cost	n/a		
Background Information		ill review and accept a Bid for the follo	owing propertion	es.
	Requested Action		Street to e amount of _	for the amount of and"
	ty Manager and/or nce Review			
	uncil Vote/ ction Taken			
De	partmental Follow-Up			
CI L	lerk 2 nd Ise Only	Reading Adv	ertised ertised n 15 Days ated Book	

36 OAK STREET GARDINER, ME



GILBERT GROUP
79 CONY ROAD
AUGUSTA, MAINE 04330
207. 480. 1612

Weselfell My



KATIE DUBE

207. 232. 0126 Katie@GilbertGroup-LLC.com



OVERVIEW OF OFFER 36 OAK STREET

Amount: \$12,000 Financing: Cash EMD: \$500

Closing Date: 11/12/2021 Deed Type: Quit Claim

Inspection Timeline: No Inspections

Seller Contributions Toward Closing: \$0

Digisign verified: D502D034-552B-48E5-9661-0DB04F81A885

PURCHASE AND SALE AGREEMENT ("days" means business days unless otherwise noted, see paragraph 23)

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, so blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heat stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and N/A ncluded 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 Beller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A PERSONAL PROPERTY: The following items of personal property as viewed on N/A are alle at no additional cost, in "as is" condition with no warranties: N/A PURCHASE PRICE/BARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 12,000.00	Effective Date
City of Gardiner 2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer a part of "see para. 26 for explanation) the property situated in municipality of Gard County of Kennebec , State of Maine, located at 36 Oak Street lescribed in deed(s) recorded at said County's Registry of Deeds Book(s) 12933 , Page(s) . 3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, so slinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heat towes, sump pump, electrical fixtures, hard-wired generators, landscaping, and N/A netuded with the sale except for the following: N/A. PERSONAL PROPERTY: The following items of personal property as viewed on N/A are lead to additional cost, in "as is" condition with no warranties: N/A. PURCHASE PRICE/BARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 12,000.00 . Buyer has delivered; or	reement.
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DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer in part of (if "part of" see para. 26 for explanation) the property situated in municipality of Gard County of Kennebee. State of Maine, located at 36 Oak Street lescribed in deed(s) recorded at said County's Registry of Deeds Book(s) 12933 , Page(s) FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, so linds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heat over the sale except for the following: N/A celler represents that all mechanical components of fixtures will be operational at the time of closing except: N/A eller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A eller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A eller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A eller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A eller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A PERSONAL PROPERTY: The following items of personal property as viewed on N/A are let at no additional cost, in "as is" condition with no warranties: N/A PURCHASE PRICE/BARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 2,000.00	("Buyer") and
County of Kennebec , State of Maine, located at 36 Oak Street described in deed(s) recorded at said County's Registry of Deeds Book(s) 12933 , Page(s) . S. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, so blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heat toves, sump pump, electrical fixtures, hard-wired generators, landscaping, and N/A	("Seller").
Sate of Maine, located at Sate Oak Street	
S. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, so blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heat toves, sump pump, electrical fixtures, hard-wired generators, landscaping, and	and
totoes, sump pump, electrical fixtures, hard-wired generators, landscaping, and	76 .
ncluded with the sale except for the following: N/A celler represents that all mechanical components of fixtures will be operational at the time of closing except: N/A PERSONAL PROPERTY: The following items of personal property as viewed on	creens, shades and/or
PERSONAL PROPERTY: The following items of personal property as viewed on ale at no additional cost, in "as is" condition with no warranties: N/A PURCHASE PRICE/BARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 12,000.00 Buyer has delivered; or will deliver to the Agency within 3 days of deposit of earnest money in the amount \$ 500.00 Buyer agrees that an additional deposit the amount of \$ N/A will be delivered N/A Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this plat to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid shier's or trust account check upon delivery of the Deed. Buyer agrees that an additional deposit in compliance with the above terms Seller may terminate this plat to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid shier's or trust account check upon delivery of the Deed. Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this plat to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid shier's or trust account check upon delivery of the Deed. ESCROW AGENT/ACCEPTANCE: Hoang Realty ("Agreed and Buyer shall be decivered to Buyer and this transaction shall be closed and Buyer shall pay the secute all necessary papers on November 12, 2021 (closing date) or before, if agreed in writing be ler is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable tire emedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, a sing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer the deed with the title defect or may terminate this Agreement in which case the paties shall be relieved of any fine the deed with the tit	ers and wood/pellet are
PERSONAL PROPERTY: The following items of personal property as viewed on	
PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 12,000.00 Buyer has delivered; or	
PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 12,000.00 Buyer has delivered; or	·
PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total 12,000.00 Buyer has delivered; or	e included with the
Buyer fails to deriver the initial or additional deposit in compliance with the above terms Seller may terminate thight to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid shier's or trust account check upon delivery of the Deed. It is Purchase and Sale Agreement is subject to the following conditions: ESCROWAGENT/ACCEPTANCE: Hoang Realty ("Age dearnest money and act as escrow agent until closing; this offer shall be valid until October 21, 2021 5:00 AM X PM; and, in the event of non-acceptance, this earnest money comptly to Buyer. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the secute all necessary papers on November 12, 2021 [closing date) or before, if agreed in writing be left is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time seed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both is remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, a sing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any fine.	the Effective Date, t of earnest money
id earnest money and act as escrow agent until closing; this offer shall be valid until 5:00 AM X PM; and, in the event of non-acceptance, this earnest money omptly to Buyer. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the ecute all necessary papers on November 12, 2021 (closing date) or before, if agreed in writing be clear to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable to exeed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both is remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, a sing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyepet the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any fine.	by wire, certified,
TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the ecute all necessary papers on November 12, 2021 (closing date) or before, if agreed in writing be cler is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time seed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both is remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, a sing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any fine	gency") shall hold(date)
November 12, 2021 (closing date) or before, if agreed in writing be caused an accordance with the provisions of this paragraph, then Seller shall have a reasonable time seed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both is remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, a sing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any fine	Sharr be returned
	balance due and by both parties. If me period, not to Buyer and Seller, at the later of the
DEED: The property shall be conveyed by a Quit Claim deed, and shall be free cumbrances except covenants, conditions, easements and restrictions of record which do not materially and advertinued current use of the property.	e and clear of all ersely affect the
Page 1 of 5 Buyer(s) Initials PSO Seller(s) Initials Phone: (207) 441-8486 Fex:	

Possosions and del	occupants, shall be given to	o Buyer immedi same condition	ately at clasing Soid	premises shall then be broom clean, free or greasonable use and wear. Buyer shall have	
prior to closing. If	the premises are damaged t money, or close this trans	or destroyed n	p the premises insure	closing, risk of loss, damage, or destruction d against fire and other extended casualty ri r may either terminate this Agreement and together with an assignment of the insuran	isks
determined using the and sewer will be pa closing: collected ren- estate taxes shall be p years. If the amount of preceding year with a closing. Buyer and Sel	most recently available cash pid through the date of closin t, association fees, (other) rorated as of the date of closin of said taxes is not known at a reapportionment as soon as aller will each pay their transfe	price of the compage by Seller. The N/mg (based on munthe time of closing the tax as required by tax as required by the tax as required by the compage of th	any that last delivered to following items, when A. The icipality's fiscal year). Ing, they shall be apported and valuation can be by State of Maine.	for all fuel in any tanks remaining on the proper rements, if any. The amount owed, if any, shall he fuel. Metered utilities such as electricity, ware applicable, shall be prorated as of the date day of closing is counted as a Seller day. Re Seller is responsible for any unpaid taxes for prioned on the basis of the taxes assessed for taxer ascertained, which latter provision shall survi	be iter of eal ior the ve
safety, electrical and p X Buyer's obligation upon Buyer's own opin Buyer's obligation investigations undertal	lumbing. Buyer is encouraged to close under this Agreement to the condition of the to close under this Agreement to close under this Agreement. Buyer shall have	I to seek informat ment is not subj property. cement is subje	ect to any due diliger	ndition, permitted use or value of Sellers' real pal codes, including, but not limited to, fire, li regarding any specific issue or concern. The ince investigations. Buyer is relying completed to the complete of the code with the results of any due diligence this Agreement to perform such due diligence.	fe ly
General Building	deems necessary which may	include, but are n	ot limited to, any or all	of the following:	-
Sewage Disposal	Square Footage Code Conformance	Zoning Posts	Survey/MLI Lead Paint	Habitat Review/Waterfowl	
Water Quality	Registered Farmland	Pool-	Flood Plain	Shoreland Septic 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)	
order to undertake the a result of any investigati writing within the spectors to Buyer, the time period set forthe time period set forthe baragraph, this continger	bove investigations. Buyer agon is unsatisfactory to Buyer agon is unsatisfactory to Buyer bified number of days, and and Buyer wishes to pursue above; otherwise this continge above, or if any investigation by and the right to conduct an led in the Maine Tree Growth	ire and consultant reces to take rease in Duyer's sole came camedies other the remedies other the recy is waived. If a under this parage investigation are very	is reasonable access to mable steps to return the liserction, Buyer may to shall be returned to the Agreem Buyer does not notify for the property of the prope	or's sole discretion. Seller agrees to cooperate to the property and its systems and fixtures in a property to its pre-inspection condition. If the eminate this Agreement by notifying Seller in a Buyer. If the result of any investigation is ent, Buyer must do so to full resolution within older that an investigation is unsatisfactory within or completed during the period specified in this Buyer with the current Forest Management and	
iai vost i iaii witiiii 14/	A days. Yes XINO				
3. PROPERTY DISCI Maine Center for Disease	OSURE FORM: Buyer acking Control and Prevention rega	nowledges receipt rding arsenic in p	t of Property Disclosur rivate water supplies an	e Form and the information developed by the d arsenic in treated wood.	

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises,

14.]	FINANCING: Buyer's obligation to close:		
1	Not Subject to Financing		
	is not subject to a financing contingency. Buyer has provided Seller with accepta	able proof of the funds.	
	X is not subject to a financing contingency. Buyer shall provide proof of the	funds acceptable to Selle	r within 10
	days. If such proof is unacceptable to Seller, Seller may terminate this Agreement	ent no later than 5	days from receipt. If
	proof of funds is not provided within such time period, Seller may terminate the	is Agreement which right	shall end once such proof
	is received, however Seller retains the agreed upon time period to terminate it	f such proof is unacceptab	le. If Seller terminates in
ls.	either case, the earnest money shall be returned to Buyer.		
	X Buyer's ability to purchase is X is not subject to the sale of another property	. See addendum \(\subseteq \text{Yes} \)	X No.
۲	Subject to Financing		
_	Buyer's obligation to close is subject to financing as follows:	1	
a	muschess union at an interest sets not to average	loan o	f % of the
	Buyer's obligation to close is subject to financing as follows: Buyer's obligation to close is subject to Buyer obtaining a purchase price, at an interest rate not to exceed Buyer is under a good faith obligation to seek and obtain financing on these	1-amortized over a period	d of years.
	Buyer is under a good faith obligation to seek and obtain financing on these as of the closing date, Buyer is not obligated to close and may terminate t	terris. Il such timaneme	13 11371 71 V7711711711711 173-14314444
	shall be returned to Buyer.	ms Agreement in which	case the carnest money
b.		condination for loop one	aifind in (a) and auticat
	to verification of information, is qualified for the loan requested within	-dove-from-th	Effective Deta of the
	to verification of information, is qualified for the loan requested within Agreement. If Buyer fails to provide Seller with such letter within said time	neriod. Seller may termin	tate this Agreement and
	the carnest money shall be returned to Buyer. This right to terminate ends once B	uver's letter is received.	into tino Agreement and
c.		status of the Buver's lor	an annlication to Colley
	Seller's-licensee and Buyer's licensee.		
d.		to provide said financing	Buver is obligated to
	provide Seller with the written documentation of the loan denial within two-d	ays of receipt. After notif	ving Seller, Power-shall
	have days to provide Seller with a letter from another lender sl	nowing that Duver has me	ade-annlication for loan
	specified in (a) and, subject to verification of information, is qualified for the	e loan requested. If Buver	r-fails to provide Seller
	with such letter within said time period, Seller may terminate this Agreeme	ent and the carnest mone	y shall be returned to
	Buyer. This right to terminate ends once Buyer's letter is received:	100	
c.	points benefit agrees to pay up to	\$	toward Buyer's
£	actual pre-paids, 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 pro	perty. See addendum	/es [_] No.
ਰ-		hall notify Seller in writi	ng including providing
	proof of funds and the Agreement shall no longer be subject to financing, provisions of this paragraph shall be void and Seller's obligations pursuant to 140.	and Schers right to terr	ninate pursuant to the
	provisions of this paragraph shall be vote and serier's congations paradameto 146 a	snam remain in full force an	i d circei.
15. BF	ROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been adv	vised of the following rale	tionshing
	Katie Dube (020382) of		
	Licensee MLS ID		(<u>3267</u>)
ica V		Agency	MLS ID
13 a [X	Seller Agent Buyer Agent Disc Dual Agent Transaction Broker David P. Barnard (017037) of		
			(2842)
	Licensee MLS ID	Agency	MLS ID
is a	Seller Agent X Buyer Agent Disc Dual Agent Transaction Broker		
If this t	representian involves Disclosed Deal Access the Deal of Deal of Deal	.1 1 1 1 0 1 0 1 1 1	
horoba.	transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge	the limited fiduciary du	ties of the agents and
Accuse	consent to this arrangement. In addition, the Buyer and Seller acknowledge	prior receipt and signing	of a Disclosed Dual
Agency	Consent Agreement.		
16 DEI	EATH T/DETIIDN OF FADNEST MONEY, Donale School to C.1011 of D		
default	FAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of B	uyer's obligations hereun	der shall constitute a
delauit	and Seller may employ all legal and equitable remedies, including without I	imitation, termination of	this Agreement and
Torfeitui	re by Buyer of the earnest money. Seller's failure to fulfill any of Seller's oblig	ations hereunder shall co	nstitute a default and
Buyer n	nay employ all legal and equitable remedies, including without limitation, term	ination of this Agreement	t and return to Buyer
of the e	arnest money. Agency acting as escrow agent has the option to require written	releases from both partie	es prior to disbursing
the earn	lest money to either Buyer or Seller. In the event that the Agency is made a part	ty to any lawsuit by virtue	e of acting as escrow
agent, A	Agency shall be entitled to recover reasonable attorney's fees and costs which s	hall be assessed as court	costs in favor of the
prevailir	ng party.		
17. MEI	DIATION: Earnest money or other disputes within the jurisdictional limit of sm	all claims court will be ha	andled in that forum.
All other	r disputes or claims arising out of or relating to this Agreement or the property ac	ddressed in this Agreemen	t (other than requests
for injur	active relief) shall be submitted to mediation in accordance with generally accep	oted 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 clai	im to mediation mion
to initiat	ting litigation (other than requests for injunctive relief), then that party will be	liable for the other now	rds local for the
subseque	ent litigation regarding that same matter in which the party who failed to first sub	mit the diameter and later	y s regar tees in any
hot au	convent litigation. This alone shall remains the classic of the transaction	min the dispute or claim to	o mediation loses in
mat subs	sequent litigation. This clause shall survive the closing of the transaction.		
	Page 3 of 5 Buyer(s) Initials PSO Seller(s) Initials		
	Page 3 of 5 Buyer(s) Initials SU Seller(s) Initials Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada	NAT 1 IS Major break as	
	r roduced with cone wor mansactions (ziproint conton) zon oneason on cambridge, Ontario, Canada	MILLING WWW.IWOIT.COM)	Owen / 36 Oak

- 18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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 and 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 - X Yes No;	Other - Yes X No	Explain:	11 V		
					820	
The Property Disc	losure Form is not an addendu	m and not part of this A	greement.			

26. OTHER CONDITIONS: Buyer is an abutter to subject property. Buyer intends to demolish the house and maintain a yard. Buyer may or may not build improvements in the future.

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.

Page 4 of 5	Buyer(s) Initials PSO	Seller(s) Initials	
	Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson C	Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com	Owen / 36 Oak

Buyer's Mailing address is 30 Oak St	reet, Gardiner, ME 043	45	
Paul S. Owen	10-15-2021		
BUYER Paul S. Owen	DATE	BUYER	DATI
BUYER	DATE	BUYER	DATE
Seller accepts the offer and agrees to c	deliver the above-describe	ed property at the price and upon the	
agrees to pay agency a commission for	r services as specified in t	he listing agreement.	
Seller's Mailing address is			·
SELLER City of Gardiner	DATE	SELLER	DATE
SELLER	DATE	SELLER	
		TER-OFFER	DATE
seller agrees to sell on the terms and co			
he narties acknowledge that until sign	ad by Duyan Callada alam		
the parties acknowledge that until sign	ed by Buyer, Seller's sign	ature constitutes only an offer to sell	on the above terms and the offer
ill expire unless accepted by Buyer's s	signature with communic	ature constitutes only an offer to sell ation of such signature to Seller by (de	on the above terms and the offer
ill expire unless accepted by Buyer's s	signature with communic	ature constitutes only an offer to sell ation of such signature to Seller by (de	on the above terms and the offer ate)
ill expire unless accepted by Buyer's sime) AM PM	signature with communic	ation of such signature to Seller by (d	ate)
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DigiSign Verified: 85493E6F-9E37-4D35-8DFC-0670EF57C969 DocuSign Envelope ID: 4DF53FC1-7060-43F8-89B8-29EDC358803F

LEAD PAINT DISCLOSURE/ADDENDUM

AND	D A			(hereinafter	"Seller")
AND	Paul S.	Owen			
FOR PROPERTY LOCATED A	AT 36 Oal	Street , Gardine	er, ME 04345	(hereinafter	"Buyer")
Said contract is further subject to	the follow	ing terms:			
poisoning in young children m quotient, behavioral problems, a any interest in residential real pr	n residentia o lead from lay produce and impaire roperty is re- seller's por	lead-based paint e permanent neu d memory. Lead equired to provid ssession and notif	that may place young childre rological damage, including poisoning also poses a parti- e the buyer with any inform y the buyer of any known les	g was built prior to 1978 is notified on at risk of developing lead poison g learning disabilities, reduced in cular risk to pregnant women. The ation on lead-based paint hazards ad-based paint hazards. A risk asses	ing. Lead telligence seller of
Seller's Disclosure (check (a) Presence of lead-based paint	one) and/or lead	l-based paint haza	•	g (explain).	
X Seller has no knowledge	of lead-bas	sed paint and/or le	ad-based paint hazards in the	housing.	
(b) Records and reports available Seller has provided the hazards in the housing (I	Buyer with	all available rec	ow): ords and reports pertaining t	o lead-based paint and/or lead-bas	ed paint
of lead-based paint and/o	nlet Protect : tunity (or r r lead-base	Your Family from nutually agreed up d paint hazards; or	pon period) to conduct a risk	assessment or inspection for the parties of lead-based paint and/or lead	
Agent's Acknowledgment Agent has informed the Seller Compliance.	of the Sel	ler's obligations un	nder 42 U.S.C. 4852(d) and i	s aware of his/her responsibility to	ensure
Certification of Accuracy	ed the info	onation above and	d certify, to the best of their l	knowledge, that the information the	y have 21 7:41
uyer		Date	Sellerz Anna Pavis	Date	
ıyer		Date	Seller	Date	
uyer		Date	Seller	Date	;
ayer Davil & Brown gent	1	Date Date	Selfersigned by: ketie 7 Ouke Agein Ratio Dube	Date 10/13/20 Date	21 8:30
Maine Association of RE All Rights Reserved. Revi Dert Group, 79 Cony Street Augusta ME 04330		9/Copyright © 20)21. Phone: 2074801	L	a SOLS NO BRIVEINF 6 Oak St

47 CANNARD STREET GARDINER, ME



GILBERT GROUP
79 CONY ROAD
AUGUSTA, MAINE 04330
207. 480. 1612

Machen de Many



KATIE DUBE

207. 232. 0126 Katie@GilbertGroup-LLC.com



OVERVIEW OF OFFERS 47 CANNARD STREET

Offer #1

Amount: \$35,000 Financing: Cash EMD: \$500

Closing Date: 11/22/2021 Deed Type: Quit Claim

Inspection Timeline: No Inspections
Seller Contributions Toward Closing: \$0
*Proof of Funds is attached to offer.

Offer # 2

Amount: \$34,000 Financing: Cash EMD: \$1,500

Closing Date: 11/22/2021 Deed Type: Warranty

Inspection Timeline: No Inspections Seller Contributions Toward Closing:\$0 *Proof of Funds is attached to offer

Offer #3

Amount: \$32,000 Financing: Cash EMD: \$1,000

Closing Date: 11/4/2021 Deed Type: Quit Claim

Inspection Timeline: No Inspections Seller Contributions Toward Closing:\$0 Offer #4

Amount: \$25,800 Financing: Cash EMD: \$1,000

Closing Date: 11/4/2021 Deed Type: Quit Claim

Inspection Timeline: No Inspections Seller Contributions Toward Closing:\$0

Offer # 5

Amount: \$20,000 Financing: Cash EMD: \$3,000

Closing Date: 11/26/2021 Deed Type: Quit Claim Inspection Timeline: 14 Da

Inspection Timeline: 14 Days Seller Contributions Toward Closing:\$0 *Proof of Funds is attached to offer. Offer # 6

Amount: \$8000 Financing: Cash EMD: \$1,000

Closing Date: 11/4/2021 Deed Type: Quit Claim Inspection Timeline: 14 Days

Seller Contributions Toward Closing:\$200



	Offer#1	Offer # 2	Offer#3	Offer # 4	Offer#5	Offer # 6
Amount	\$35,000	\$34,000	\$32,000	\$25,800	\$20,000	\$8,000
Financing	Cash	Cash	Cash	Cash	Cash	Cash
EMD	\$500	\$1,500	\$1,000	\$1,000	\$3,000	\$1,000
Closing Date	11/22/2021	11/22/2021	11/4/2021	11/4/2021	11/26/2021	11/4/2021
Deed Type	Quit Claim	Warranty	Quit Claim	Quit Claim	Quit Claim	Quit Claim
Inspection Timeline	None	None	None	None	14 Days	14 Days
Seller Contributions Toward Closing	0\$	\$0	\$0	0\$	0\$	\$200
Proof of Funds is attached to offer	Yes	Yes	°N	o N	Yes	o _N

PURCHASE AND SALE AGREEMENT ("days" means business days unless otherwise noted, see paragraph 23)

October 10 . 2021 Offer Date 1. PARTIES: This Agreement is made between Brenda Bik City of Gardiner, Maine 2. DESCRIPTION: Subject to the terms and conditions hereinafte part of (if "part of" see para. 26 for explanation) the property sit County of Kennebec . State of Maine. located described in deed(s) recorded at said County's Registry of Deeds Boo.	situated in municipality of South Gardiner
PARTIES: This Agreement is made between Brenda Bik City of Gardiner, Maine 2. DESCRIPTION: Subject to the terms and conditions hereinafte part of (if "part of" see para. 26 for explanation) the property si County of Kennebec . State of Maine. located described in deed(s) recorded at said County's Registry of Deeds Book	("Buyer") a ("Seller" ("Seller") a ("Seller") ("Seller") a ("Seller") a ("Seller") a ("Seller") a ("Seller") a
City of Gardiner, Maine 2. DESCRIPTION: Subject to the terms and conditions hereinafte part of (if "part of" see para. 26 for explanation) the property si County of Kenuebee . State of Maine. located described in deed(s) recorded at said County's Registry of Deeds Boo	("Seller" ter set forth. Seller agrees to sell and Buyer agrees to buy X impacted in municipality of South Cardiner
2. DESCRIPTION: Subject to the terms and conditions hereinafte part of (if "part of" see para. 26 for explanation) the property si County of Kenuebec . State of Maine. located described in deed(s) recorded at said County's Registry of Deeds Boo	("Seller" ter set forth. Seller agrees to sell and Buyer agrees to buy X
2. DESCRIPTION: Subject to the terms and conditions hereinafte part of (if "part of" see para. 26 for explanation) the property si County of Kenuebec . State of Maine. located described in deed(s) recorded at said County's Registry of Deeds Boo	ter set forth. Seller agrees to sell and Buyer agrees to buy X
part of (if "part of" see para. 26 for explanation) the property si County of Kennebec . State of Maine. located described in deed(s) recorded at said County's Registry of Deeds Boo	situated in municipality of South Gardiner
described in deed(s) recorded at said County's Registry of Deeds Boo	d at 47 Cannard St a
	-1-(-) 11000 D (-) 310
3 FIVTIDES: The Durrey and Sallan serve that all factors !	ok(s) 11890 . Page(s) 318
blinds, shutters, curtain rods, built-in appliances, heating sources/syst stoves, sump pump, electrical fixtures, hard-wired generators, har included with the sale except for the following: N/A Seller represents that all mechanical components of fixtures will be of	andscaping, and N/A at
sener represents that all mechanical components of fixtures will be of	operational at the time of closing except: N/A
4. PERSONAL PROPERTY: The following items of personal proper sale at no additional cost, in "as is" condition with no warranties: ga	
5. PURCHASE PRICE/EARNEST MONEY: For such Deed and \$35,000,00 .Buyer has delivered; or will delive a deposit of earnest money in the amount \$500,00 in the amount of \$ xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	rer to the Agency within 3 days of the Effective Date . Buyer agrees that an additional deposit of earnest mone XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
This Purchase and Sale Agreement is subject to the following condition	ons:
said earnest money and act as escrow agent until closing; this offer sha	Gilbert Group ("Agency") shall hole all be valid until October 21, 2021 (date the event of non-acceptance, this earnest money shall be returned
Seller is unable to convey in accordance with the provisions of this patexceed 30 calendar days, from the time Seller is notified of the defect to remedy the title. Seller hereby agrees to make a good-faith effort to closing date set forth above or the expiration of such reasonable time paccept the deed with the title defect or may terminate this Agreement in whereunder and any earnest money shall be returned to the Buyer.	saction shall be closed and Buyer shall pay the balance due and (closing date) or before, if agreed in writing by both parties. It paragraph, then Seller shall have a reasonable time period, not to the unless otherwise agreed to in writing by both Buyer and Seller, to cure any title defect during such period. If, at the later of the period, Seller is unable to remedy the title. Buyer may close and
encumbrances except covenants, conditions, easements and restriction	
continued current use of the property.	
Continued current use of the property. Page 1 of 5 Buyer(s) Initials	Seller(s) Initials

0 DOSCESSION OCC				
free of tenants and occu-	pants, shall be given to	Buyer immediate me condition as c	ly at closing. Said p	criting, possession and occupancy of premises, remises shall then be broom clean; free of all reasonable use and wear. Buyer shall have the
premises shall be assum prior to closing. If the	ed solely by the Seller. S premises are damaged oney, or close this transaction.	Seller shall keep t or destroyed prior	he premises insured r to closing. Buyer	osing, risk of loss, damage, or destruction of against fire and other extended casualty risks may either terminate this Agreement and be together with an assignment of the insurance
calculated as of the closing determined using the most and sewer will be paid th closing: collected rent, as estate taxes shall be prorat years. If the amount of sai preceding year with a rea	g date or such earlier date a recently available cash pr grough the date of closing sociation fees, (other) ted as of the date of closing id taxes is not known at the	as required to comp ice of the company by Seller. The fo uo other g (based on munici ne time of closing, the new tax rate au	ply with lender required the state of that last delivered the self-wing items, where repairly's fiscal year). State y shall be apported to a valuation can be a self-with the self-with	all fuel in any tanks remaining on the property ements, if any. The amount owed, if any, shall be e fuel. Metered utilities such as electricity, water applicable, shall be prorated as of the date of day of closing is counted as a Seller day. Real eller is responsible for any unpaid taxes for prior oned on the basis of the taxes assessed for the iscertained, which latter provision shall survive
personal property, or any i	representations as to comp	liance with any fee	deral, state or municip	ndition, permitted use or value of Sellers' real or pal codes, including, but not limited to, fire, life garding any specific issue or concern.
Buyer's obligation to upon Buyer's own opinion			t to any due diligen	ce investigations. Buyer is relying completely
	Buyer shall have xxxx	xxx days from the	e Effective Date of t	tion with the results of any due diligence his Agreement to perform such due diligence of the following:
General-Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal Water Quality	Code Conformance Registered Farmland	Posts Pool -	Lead Paint Flood Plain	Shoreland Septic Energy Audit
Water Quantity	Environmental Sean	Insurance	Chimney-	Lot Size/Acrenge
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenie Wood/Water (see par. 13)
with Buyer and shall give	Buyer and Buyer's agent	ts and consultants	reasonable access to	r's sole discretion. Seller agrees to cooperate the property and its systems and fixtures in
result of any investigation writing within the specific mounts from the specific mounts from the specific mounts from the specific period set forth about the time period set forth about a specific period set forth a specific perio	is unsatisfactory to Duyer and number of days, and a d Buyer wishes to pursus a wee, otherwise this contings over, or if any investigation and the right to conduct and in the Maine Tree Growth	in Buyer's sole dis any earnest money remedies other that ney is waived. If Bu a under this paragra investigation are wa	scretion, Duyer may to shall be returned to returned to returned to redding the Agreem uyer does not notify Staph is not performed aired by Buyer.	e property to its pre-inspection condition. If the erminate this Agreement by notifying Settler in popular. If the result of any investigation is one, Buyer must do so to full resolution within aller that an investigation is unsatisfactory within or completed during the period specified in this Buyer with the current Forest Management and
result of any investigation writing within the specific misatisfactory to Buyer, am the time period set forth about the time p	is unsatisfactory to Buyer and number of days, and a de Buyer wishes to pursue; over or if any investigation and the right to conduct and in the Maine Tree Growth days. Yes No	in Buyer's sole dis any earnest mone; remedics other than ney is waived. If Dr i under this paragri investigation are wi in Tax program, Sel nowledges receipt	scretion, Buyer may ty shall be returned to nyoiding the Agreem uyer does not notify 60 uph is not performed aired by Buyer. ler agrees to provide to Property Disclostu	erminate this Agreement by notifying Seller in Duyer. If the result of any investigation is ent, Duyer must do so to full resolution within liker that an investigation is unsatisfactory within or completed during the period specified in this Buyer with the current Forest Management and e Form and the information developed by the
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result of any investigation writing within the specific missalisfactory to Buyer, am the time period set forth about the property is emolted farvest Plan within xxxx 3. PROPERTY DISCLOSMaine Center for Disease C	is unsatisfactory to Buyer and number of days, and a de Buyer wishes to pursue; over or if any investigation and the right to conduct and in the Maine Tree Growth days. Yes No	in Buyer's sole disary earnest money remedies other than ney is walved. If Dr. under this paragramivestigation are well as a program, Sel nowledges receipt rding arsenic in pri	scretion, Buyer may ty shall be returned to recturned to recturned to recturn the second seco	erminate this Agreement by notifying Seller in by Buyer. If the result of any investigation is cut, Buyer must do so to full resolution within aller that an investigation is unsatisfactory within or completed during the period specified in this Buyer with the current Forest Management and the Form and the information developed by the id arsenic in treated wood.

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

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.

Buyer(s) Initials BB Seller(s) Initials Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 ywww.hvolf.com BIK-17 Cannard

LEAD PAIN			-	
AGREEMENT BETWEEN City of Gardiner			(hereinafter	"Seller
AND Brenda Bik			(hereinafter	"Buyer"
FOR PROPERTY LOCATED AT 47 Cannard St.	South Ga	rdiner, ME	(Heterialis)	
Said contract is further subject to the following terms				
Lead Warning Statement				
Every purchaser of any interest in residential real pro property may present exposure to lead from lead-base poisoning in young children may produce perman quotient, behavioral problems, and impaired memory any interest in residential real property is required to assessments or inspections in the seller's possession a inspection for possible lead-based paint hazards is rec	ed paint the ent neuro y. Lead po provide nd notify	at may place young children at risk blogical damage, including learning obsoning also poses a particular risk the buyer with any information on the buyer of any known lead-based	of developing lead poiso disabilities, reduced in to pregnant women. The lead-based paint hazards	ning. Lea ntelligenc e seller o from ris
Seller's Disclosure (check one)				
(a) Presence of lead-based paint and/or lead-based pa Known lead-based paint and/or lead-based pa			ı).	
X Seller has no knowledge of lead-based paint a	and/or lea	d-based paint hazards in the housing		
(b) Records and reports available to the Seller (check Seller has provided the Buyer with all avail hazards in the housing (list documents below	able recor	w): rds and reports pertaining to lead-ba	ased paint and/or lead-ba	ased pain
X Seller has no reports or records pertaining to	land hasa	A paint and/or lead based paint hazar	de in the housing	
	ican-vasco	t panti anti of feati-based panti nazar	us in the nousing.	
Buyer's Acknowledgment	l above.			
BRuyer has received the pamphlet Protect Your Fat	nily from	Lead in Your Home.		
E) Buyer has (check one below): Received a 10-day opportunity (or mutually a		an amind) to conduct a risk according	ant or increation for the	precauca
of lead-based paint and/or lead-based paint ha		on period) to conduct a risk assessit	iem of inspection for the	presence
Waived the opportunity to conduct a risk as paint hazards.	sessment	or inspection for the presence of le	ad-based paint and/or le	ad-based
gent's Acknowledgment) Agent has informed the Seller of the Seller's obligonpliance.	ations un	der 42 U.S.C. 4852(d) and is aware	of his/her responsibility	to ensure
Certification of Accuracy				
he following parties have reviewed the information a	bove and	certify, to the best of their knowled	ge, that the information t	hey have
rovided is true and accurate. Buildo Bib 10-10-2				
Iyer Brenda Bik	Date	Seller City of Gardiner	D	ate
uyer .	Date	Seller	D	ate
nyer	Date	Seller	D	ate
nyer Brendo Sessious	Date	Seller	D	ate
gent Brenda Sessions	Date	Agent Kate Dube	D	ate
Maine Association of REALTORS */Copyre All Rights Reserved, Revised 2020.	ight © 20	21.		(C)
ALTOR* ine Real Estate Pros, 675 Main Street Auburn ME 04240		Phone: 2078902711 (on) 231 Shearson Cr. Cambridge, Ontario, Canada Ni		Cannard Se
enda Sessions Produced with Lone Wolf Transactions				

	12:50:PM	Gloucesia: Harbor Loop 2 Harbor Loop Gloucesta: MA 178301:	Store Lacation	ORIGINATING STATES STAT	Account Type: Savings	To Account: 7454	Account Type: Checking	Customer Name: BRENDA BIK From Account: ****2981	CUSTOMER/FIRANSFERIMEORMATION	Bank.
BEANAILABLE FOR IMPEDIATE WITHORAWALECTHOLICENT EXPERIENCE OF THE PROVISIONS THE PROVISIONS AGREEMENT.	M Date 10/10/2021	Bank: 3 RC: 5567	i i	į	Available Balance Before Transfer: Available Balance After Transfer:	Credit Amount:	Available Balance Before Transfer: Available Balance After Transfer:	Debit Amount:		FUNDS:
VISIONS	Cash Box 5	Store Number: 43			\$5,0 11.05 \$40,0 1.05	\$35,00,00	\$36,8:22.19 \$1,8:22.19	\$35,000.00		FUNDS TRANSFER RECEIL

PURCHASE AND SALE AGREEMENT

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

	October 8	, 2021				, Effective Dat
Offer Date				Effective Date is d	efined in Paragraph 23 of this	
1. PARTI	ES: This Agreement is a	nade between Ca	arina F Bento			
			City of Gardiner			("Buyer") an ("Seller").
part of (i	RIPTION: Subject to the if "part of" see para. 26	for explanation)	the property sit	uated in municipa	ality of (Gardiner
County of _	Kennebec deed(s) recorded at said	, State of	Maine, located	at	47 Cannard Stree	t and
described in	deed(s) recorded at said	County's Registry	y of Deeds Book	(s) <u>11890</u>	, Page(s)_	318
blinds, shutt stoves, sum included wit	RES: The Buyer and Sell ters, curtain rods, built-in p pump, electrical fixth the sale except for the tents that all mechanical	n appliances, heat ures, hard-wired following: No ex	ing sources/syste generators, lan sceptions	ems including gas dscaping, and _	s and/or kerosene-fired N/A	heaters and wood/peller are
Seller repres	ents that all mechanical	components of its	xtures will be op	erational at the til	me of closing except: N	o exceptions
	NAL PROPERTY: The Iditional cost, in "as is" (October 5, 2021	are included with the
a deposit of e in the amoun if Buyer fails ight to term cashier's or to This Purchas	Buyer Rearnest money in the amount of \$ N/A s to deliver the initial or inate ends once Buyer houst account check upon and Sale Agreement is	ount \$ 1,500.00 will additional deposit as delivered said delivery of the Desubject to the following subject to the following subject to the following subject with the following subject to the following subject	Il be delivered tin compliance deposit(s). The reed.	. Buyer agree with the above ter remainder of the pass.	ees that an additional de N/A rms Seller may terminat purchase price shall be	eposit of earnest money e this Agreement. This paid by wire, certified,
ESCRO	W AGENT/ACCEPTAN noney and act as escrow	CE:	Bro	okewood Realty		("Agency") shall hold
aid earnest r	noney and act as escrow	agent until closin	g; this offer shal	l be valid until _	October 21, 2 ceptance, this earnest m	date)
romptly to E		AW X	grwi, and, in the	event of non-act	coptance, this earnest hi	oney shall be returned
he Maine Backecute all need Seller is unabsexceed 30 calso remedy the closing date succept the deed	AND CLOSING: A deed at Association shall be decessary papers on the convey in accordance and a days, from the time title. Seller hereby agreet forth above or the expect with the title defect or all any earnest money shall	November 22 nce with the provine Seller is notified ees to make a good piration of such remay terminate this	r and this transa 2, 2021 isions of this pard of the defect, to defaith effort to asonable time per Agreement in w	ction shall be clo (closing date) or ragraph, then Sell inless otherwise a cure any title de eriod, Seller is un	sed and Buyer shall pay before, if agreed in writh her shall have a reasonal agreed to in writing by the fect during such period able to remedy the title,	y the balance due and ing by both parties. If ple time period, not to both Buyer and Seller, If, at the later of the Buyer may close and
ncumbrances	The property shall be consequently consequently.	ditions, easements		ranty s of record which	deed, and shall be do not materially and	e free and clear of all adversely affect the
Page 1	47 Western Avenue Manchester ME 0	4351	_		07)626-8212 Fax: tario, Canada N1T 1J5 www.twolf.	47 Cannard Street

free of tenants and occ possessions and debris	cupants, shall be given to	Buyer immediated ame condition as a	ly at closing. Said p.	riting, possession and occupancy of pren remises shall then be broom clean, free of reasonable use and wear. Buyer shall have	of all
premises shall be assur prior to closing. If the	ned solely by the Seller. So premises are damaged oney, or close this transaction	Seller shall keep to or destroyed prior	he premises insured to closing, Buyer	ising, risk of loss, damage, or destruction against fire and other extended casualty may either terminate this Agreement and together with an assignment of the insurance of the	risks d be
calculated as of the closis determined using the mo and sewer will be paid closing: collected rent, a estate taxes shall be prorayears. If the amount of s preceding year with a re	ng date or such earlier date a st recently available cash pr through the date of closing ssociation fees, (other) ated as of the date of closing aid taxes is not known at the	as required to comp ice of the company by Seller. The fo N/A g (based on municipate time of closing, the new tax rate an	oly with lender require that last delivered the llowing items, where . The coality's fiscal year). So they shall be apportion defined valuation can be a	all fuel in any tanks remaining on the proper ments, if any. The amount owed, if any, shall be fuel. Metered utilities such as electricity, we applicable, shall be prorated as of the date day of closing is counted as a Seller day. Feller is responsible for any unpaid taxes for pened on the basis of the taxes assessed for scertained, which latter provision shall survey.	Il be vater e of Real prior
personal property, or any	representations as to comp	liance with any fed	leral, state or municip	dition, permitted use or value of Sellers' real al codes, including, but not limited to, fire, garding any specific issue or concern.	l or life
X Buyer's obligation tupon Buyer's own opinion	o close under this Agreem as to the condition of the p	ent is not subject roperty.	to any due diligenc	e investigations. Buyer is relying complete	ely
investigations undertaken	to close under this Agre Buyer shall have ems necessary which may in	days from the	Effective Date of th	ion with the results of any due diliger is Agreement to perform such due diligen f the following:	ice ice
General Building Sewage Disposal	Square Footage Code Conformance	Zoning Pests	Survey/MLI Lead Paint	Habitat Review/Waterfowl Shoreland Septic	
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit	
Water Quantity Air Quality	Environmental Scan Smoke/CO Detectors	Insurance Mold	Chimney Tax Status*	Lot Size/Acreage Arsenic Wood/Water (see par. 13)	
with Buyer and shall giv order to undertake the abo result of any investigation writing within the specifi unsatisfactory to Buyer, at the time period set forth ab the time period set forth al	e Buyer and Buyer's agent ve investigations. Buyer agr is unsatisfactory to Buyer ed number of days, and a nd Buyer wishes to pursue r ove; otherwise this continger	s and consultants ees to take reasona in Buyer's sole disc ny earnest money emedies other than acy is waived. If Bu under this paragrap	reasonable access to ble steps to return the cretion, Buyer may te shall be returned to voiding the Agreeme yer does not notify Sel ph is not performed on	Is sole discretion. Seller agrees to coopera the property and its systems and fixtures property to its pre-inspection condition. If the reminate this Agreement by notifying Seller is Buyer. If the result of any investigation int, Buyer must do so to full resolution within ler that an investigation is unsatisfactory withing completed during the period specified in this	in he in is in
* If the property is enrolled Harvest Plan within	l in the Maine Tree Growth days. Yes X No	Tax program, Selle	er agrees to provide B	uyer with the current Forest Management and	d
13. PROPERTY DISCLO Maine Center for Disease C	SURE FORM: Buyer acknown control and Prevention regar	owledges receipt o ding arsenic in priv	f Property Disclosure rate water supplies and	Form and the information developed by the arsenic in treated wood.	е

14.	FIN	NANCING: Buyer's obligation to close:
	No	t Subject to Financing
	X	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 such proof is unacceptable to Seller, Seller may terminate this Agreement no later than days from receipt. If
		proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof
		is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in
		cither case, the carnest money shall be returned to Buyer. Buyer's ability to purchase is so is not subject to the sale of another property. See addendum Yes No.
		oject to Financing Duyer's obligation to close is subject to financing as follows:
	a.	Buyer's obligation to close is subject to Buyer obtaining a loan of the
	a.	purchase price, at an interest rate not to exceed ———————————————————————————————————
		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 carnest money
		shall be returned to Buyer.
	Ъ.	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 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 carnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
	e.	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.
		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 the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall
		have 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 carnest money shall be returned to
		Buyer. This right to terminate ends once Buyer's letter is received.
	c.	Buyer agrees to pay no more than points. Seller agrees to pay up to \$ toward Buyer's
	•	Buyer agrees to pay no more thanpoints. Seller agrees to pay up to \$toward Buyer's actual pre-paids, 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 eash 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 and Seller's obligations pursuant to 14e shall remain in full force and effect.
15.	BRC	OKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:
		Katie Dube (20382) of Gilbert Group (3267)
		Licensee MLS ID Agency MLS ID
is a	X S	Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
	(GW	Eric Swails (19921) of Brookewood Realty (2716)
		Licensee MLS ID Agency MLS ID
is a	$\Box s$	Seller Agent X Buyer Agent Disc Dual Agent Transaction Broker
If thi	s tra	insaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and
heret	у с	onsent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual
Agen	cy (Consent Agreement.
200	171	
16. L)EF	AULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a
defau	ılt a	nd Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and
forfe	iture	by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and
Buye	r ma	ay employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer
of the	e ear	mest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing
the ea	arne	st 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	, Ag	gency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the
preva	iling	g party.
17. M	1ED	IATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum.
All of	her	disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests
for in	junc	tive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are
bound	l 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 ini	tiati	ng litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any
subse	allei	nt litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in
that e	uher	equent litigation. This clause shall survive the closing of the transaction.
mat 5	uu3(equent integration. This ording of the ording of the named and the ordinary of the named and the ordinary of the ordinary of the named and the ordinary of the
	n	lace 2 of 5 Rever(e) Initials Can Bent Seller(s) Initials
	r	Page 3 of 5 Buyer(s) Initials Seller(s) Initials Seller(s) Initials Produced with Lone Wolf Transactions (zipForm Ecition) 231 Shearson Cr. Cambridge, Ontario, Canada NIT 1J5 www.lwolf.com 47 Canaard Street

- 18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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 a 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 - X Yes No;	Other - Yes X No	Explain:	
The Property Disc	losure Form is not an addend	ım and not part of this A	greement.	

26. OTHER CONDITIONS: Sold "as is".

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.

Page 4 of 5	Buyer(s) Initials Our Bent	Seller(s) Initials	
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28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service. Buyer's Mailing address is 83 Parker Street, New Bedford, MA 02740 10/8/2021 BUYER Caring F Bento DATE BUYER DATE 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 City of Gardiner** DATE SELLER DATE 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 DATE **SELLER** SELLER DATE The Buyer hereby accepts the counter offer set forth above. BUYER BUYER DATE DATE DATE BUYER BUYER DATE EXTENSION The closing date of this Agreement is extended until DATE SELLER **SELLER** DATE DATE DATE SELLER **SELLER** DATE DATE BUYER BUYER DATE BUYER DATE BUYER DATE



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LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN City	of Gardiner			
AND Carina F Bento			(hereinafter	"Selle
			(hereinafter	"Buye
FOR PROPERTY LOCATED AT	47 Cannard Street, Gard	iner, ME 04345		
Said contract is further subject to the	e following terms:			
Lead Warning Statement	, ronowing torms.			
Every purchaser of any interest in re- property may present exposure to lea poisoning in young children may quotient, behavioral problems, and any interest in residential real prope	ad from lead-based paint the produce permanent neuro impaired memory. Lead po crty is required to provide ler's possession and notify	which a residential dwelling was buil at may place young children at risk ological damage, including learning pisoning also poses a particular risk the buyer with any information on I the buyer of any known lead-based prior to purchase.	of developing lead poison disabilities, reduced in to pregnant women. The ead-based paint hazards	ning, Lea telligend seller of from ris
Seller's Disclosure (check one		a prior to parenase,		
(a) Presence of lead-based paint and	l/or lead-based paint hazard	Is (check one below): Is are present in the housing (explain).	
Seller has no knowledge of	lead-based paint and/or lea	d-based paint hazards in the housing.		
(b) Records and reports available to	the Seller (check one belover with all available record			sed pain
Buyer's Acknowledgment		paint and/or lead-based paint hazard	ls in the housing.	
(c) Buyer has received copies of all i(d) Buyer has received the pamphlet		Lead in Vour Home		
(e) Buyer has (check one below):	Protect Four Failing from	Lead III Tour Home.		
		on period) to conduct a risk assessme	ent or inspection for the p	resence
of lead-based paint and/or lead Waived the opportunity to opaint hazards.		or inspection for the presence of lea	ad-based paint and/or lea	d-based
Agent's Acknowledgment				
(f) Agent has informed the Seller of	the Seller's obligations und	der 42 U.S.C. 4852(d) and is aware o	of his/her responsibility to	ensure
compliance.				
Certification of Accuracy The following parties have reviewed t	the information above and	certify to the hest of their knowledge	e that the information the	ay haya
proxided is true and accurate.		contri, to the best of their knowledg	e, mat me miormanon me	y nave
Conf kits	10/6/2021		,	
Suyer Carifia F Bento	Date	Seller City of Gardiner	Dat	e
Buyer	Date	Seller	Dat	e
Suyer	Date	Seller	Date	e
BUYOR—Docusioned by:	10/6/2021 ^{Date}	Seller	Date	e
gent Effe Swalls	Date	Agent Katie Dube	Dat	e
Maine Association of REAL	TORS®/Copyright © 202	1.	2	^

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Phone: (207)620-8212

47 Cannard Street



P.O. Box 15284 Wilmington, DE 19850

CARINA F BENTO 83 PARKER ST NEW BEDFORD, MA 02740-4537 BANK OF AMERICA

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Customer service information

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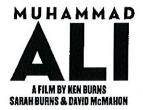
for July 20, 2021 to August 18, 2021

CARINA F BENTO

Account summary

Beginning balance on July 20, 2021	\$73,400.21	
Deposits and other additions	2,500.00	
ATM and debit card subtractions	-0.00	
Other subtractions	-2,930.00	
Checks	-0,00	
Service fees	-0.00	
Ending balance on August 18, 2021	\$72,970.21	

Account number:



STARTS SUN SEPT 19 8/7c —TUNE IN OR STREAM —



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Deposits and other additions

Date	Description	Amount
07/23/21	Online Banking transfer from CHK 6219 Confirmation# 6104523554	500.00
08/03/21 Online Banking transfer from CHK 6219 Confirmation# 6502473051		2,000.00
Total den	osits and other additions	\$2 500 00

Withdrawals and other subtractions

Other subtractions

Date	Description	Amount
07/20/21	Online Banking transfer to CHK 6219 Confirmation# 5478931261	-100.00
07/21/21	Online Banking transfer to SAV 7011 Confirmation# 6287376371	-50.00
07/26/21	Online Banking transfer to CHK 6219 Confirmation# 2225387191	-200.00
07/28/21	Online Banking transfer to CHK 6219 Confirmation# 3247923074	-70.00
07/28/21	Online Banking transfer to CHK 6219 Confirmation# 3551129637	-20.00
07/28/21	Online Banking transfer to CHK 6219 Confirmation# 1551916260	-40.00
08/02/21	Online Banking transfer to CHK 6219 Confirmation# 1489538185	-300.00
08/06/21	Online Banking transfer to CHK 6219 Confirmation# 6326404206	-600.00
08/13/21	MA TLR cash withdrawal from CHK 0755	-1,000.00
08/16/21	Online Banking transfer to CHK 6219 Confirmation# 1212783120	-300.00
08/16/21	Online Banking transfer to CHK 6219 Confirmation# 2413314824	-160.00
08/16/21	Online Banking transfer to CHK 6219 Confirmation# 2414131363	-60.00
08/18/21	Online Banking transfer to CHK 6219 Confirmation# 6530600803	-30.00
Total other	er subtractions	-\$2,930.00



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SSM-12-20-0028.B | 3404029

PURCHASE AND SALE AGREEMENT ("days" means business days unless otherwise noted, see paragraph 23)

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total pu \$32,000.00 Buyer has delivered; or will deliver to the Agency within 5 days of the a deposit of earnest money in the amount \$1,000.00 Buyer agrees that an additional deposit o in the amount of \$	Effective Date
City of Gardiner Maine 2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agree part of (if "part of" see para. 26 for explanation) the property situated in municipality of Gardin County of Kennebec , State of Maine, located at 47 Cannard St described in deed(s) recorded at said County's Registry of Deeds Book(s) 12624 , Page(s) 200 3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, scree blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and n/a 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 October 14, 2021 are in sale at no additional cost, in "as is" condition with no warranties: n/a 5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total put 332,000.00 Buyer has delivered; or will be delivered be additional deposit of earnest money in the amount \$1,000.00 Buyer agrees that an additional deposit of the terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by 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: Gilbert Group ("Age: Said earnest money and act as escrow agent until closing; this offer shall be valid until October 19, 2021 for her base and sale Agreement is subject to the following conditions: 7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of The Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the bexecute all necessary papers on	
2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agree part of (if "part of" see para. 26 for explanation) the property situated in municipality of Gardin County of Kennebec , State of Maine, located at 47 Cannard St described in deed(s) recorded at said County's Registry of Deeds Book(s) 12624 , Page(s) 200 3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, scree blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and 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 October 14, 2021 are in sale at no additional cost, in "as is" condition with no warranties: n/a 5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total pure state and additional cost, in "as delivered; or will deliver to the Agency within 5 days of the a deposit of earnest money in the amount \$ 1,000.00 .Buyer agrees that an additional deposit or in the amount of \$ will be delivered will be delivered .Buyer agrees that an additional deposit or in the amount of \$ will be delivered said deposit(s). The remainder of the purchase price shall be paid by cashier's or trust account check upon delivery of the Deed. This Purchase and Sale Agreement is subject to the following conditions: 6. ESCROWAGENT/ACCEPTANCE: Gilbert Group ("Ager Said carnest money and act as escrow agent until closing; this offer shall be valid until October 19, 2021 Said carnest money and act as escrow agent until closing; this offer shall be valid until October 19, 2021 Am PM; and, in the event of non-acceptance, this carnest money shall pay the bexecute all necessary	
2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agree part of (if "part of" see para. 26 for explanation) the property situated in municipality of Gardin County of Kennebec , State of Maine, located at 47 Cannard St described in deed(s) recorded at said County's Registry of Deeds Book(s) 12624 , Page(s) 200 3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, scree blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and 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 October 14, 2021 are in sale at no additional cost, in "as is" condition with no warranties: n/a 5. PURCHASE PRICE/BARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total pure \$32,000.00	("Buyer") and
Dart of (if "part of "see para. 26 for explanation) the property situated in municipality of Kennebec	("Seller").
3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, scree blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and n/a 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 October 14, 2021 are in sale at no additional cost, in "as is" condition with no warranties: n/a 5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total put \$32,000.00 Buyer has delivered; or will be deliver to the Agency within 5 days of the a deposit of earnest money in the amount \$1,000.00 Buyer agrees that an additional deposit on the amount of \$20,000.00 Buyer agrees that an additional deposit of the buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Aright to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by cashier's or trust account check upon delivery of the Deed. This Purchase and Sale Agreement is subject to the following conditions: 6. ESCROWAGENT/ACCEPTANCE: Gilbert Group ("Ager Said earnest money and act as escrow agent until closing; this offer shall be valid until October 19, 2021 5 MW MPM; and, in the event of non-acceptance, this earnest money shall pay the b conveying papers on November 4, 2021 (closing date) or before, if agreed in writing by Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time executed all necessary papers on November 4, 2021 (closing date) or before, if agreed in writing by execed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing b	
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The second secon	alance due and both parties. If period, not to yer and Seller, the later of the may close and
8. DEED: The property shall be conveyed by a Quit Claim Deed deed, and shall be free	ind clear of all
encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adver- continued current use of the property.	sely affect the
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Page 1 of 5 Buyer(s) Initials 10/14/21 Seller(s) Initials Seller(s) Initials Phone: 207-632-2020 Fax:	47 Cannard St

free of tenants and occ possessions and debris,	upants, shall be given to	Buyer immediate me condition as	ly at closing. Said pro	iting, possession and occupancy of premises, emises shall then be broom clean, free of all easonable use and wear. Buyer shall have the			
premises shall be assum prior to closing. If the	10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.						
11. FUEL/UTILITIES/PRORATIONS: Buyer shall x 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.							
personal property, or any	representations as to comp	liance with any fe	deral, state or municipa	lition, permitted use or value of Sellers' real or al codes, including, but not limited to, fire, life garding any specific issue or concern.			
	o close under this Agreem as to the condition of the p		t to any due diligence	e investigations. Buyer is relying completely			
investigations undertaken		days from th	e Effective Date of th	ion with the results of any due diligence is Agreement to perform such due diligence f the following:			
Cananal Duilding	Causan Esstans	Zanina	Cumar/A/I I	Habitat Review/Waterfowl			
General Building Sewage Disposal	Square Footage Code Conformance	Zoning Pests	Survey/MLI Lead Paint	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. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, 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, 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.							
* If the property is enrolled Harvest Plan within0_	d in the Maine Tree Growth days. Yes X No	h Tax program, Se	ller agrees to provide B	Buyer with the current Forest Management and			
	OSURE FORM: Buyer ack Control and Prevention rega			Form and the information developed by the darsenic in treated wood.			

proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall is received, however. Seller retains the agreed upon time period to terminate if such proof is unacceptable. If either case, the carnest money shall be returned to Buyer. Buyer's ability to purchase \[\siz \siz \siz \siz \siz \siz \siz \siz	funds acceptable to Seller within Int no later than S days from receipt. Is Agreement which right shall end once such proof such proof is unacceptable. If Seller terminates in See addendum Yes X No. In a loan of n/a % of the amortized over a period of years. It such financing is not available to Buyer his Agreement in which case the earnest money application for loan specified in (a) and, subject n/a days from the Effective Date of the period, Seller may terminate this Agreement and uyer's letter is received. Status of the Buyer's loan application to Seller, to provide said financing, Buyer is obligated to anys of receipt. After notifying Seller, Buyer shall sowing that Buyer has made application for loan application requested. If Buyer fails to provide Seller and the earnest money shall be returned to the shall notify Seller in writing including providing and Seller's right to terminate pursuant to the shall remain in full force and effect. In the following relationships: MLS ID Silbert Group Agency MLS ID
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either case, the earnest money shall be returned to Buyer. Buyer's ability to purchase \[\] is \[\] is not subject to the sale of another property. See addendum \[\] Yes \[\] N Subject to Financing \[\] Buyer's obligation to close is subject to Buyer obtaining a purchase price, at an interest rate not exceed \[\] n/a \[\] 4% and amortized over a period of Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case shall be returned to Buyer. b. Buyer to provide Seller with letter from lender showing that Buyer has made application of possible to verification of information, is qualified for the loan requested within \[\] n/a days from the Eff Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate 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 ap 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 provide Seller with the written documentation of the loan denial within two days of receipt. After notifying have n/a days to provide Seller with a letter from another lender showing that Buyer has made a specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails with such letter within said time period, Seller may terminate this Agreement and the earnest money sh Buyer. This right to terminate ends once Buyer's letter is received. Buyer agrees to pay no more than \(\) 0 points and/or closing costs, but no more than allowable by Buyer's londer. Buyer approvises to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing it proof of funds and the Agreement s	loan of
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Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case shall be returned to Buyer. b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified to verification of information, is qualified for the loan requested within Made and seller and the earnest money shall be returned to Buyer. This right to terminate ends one Buyer's letter is received. c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan ap Seller's licensee. d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer provide Seller with the written documentation of the loan denial within two days of receipt. After notifying have Mays to provide Seller with a letter from another lender showing that Buyer has made a specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails with such letter within said time period, Seller may terminate this Agreement and the earnest money she 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 \$ m/a actual pre-paids, 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 E] Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing in proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate provisions of this paragraph shall be void and Seller's obligations pursuant to 14e shall remain in full force and eff in the loans of this paragraph shall be void and Seller's obligations pursuant to 14e shall remain in full force and efficience by Buyer and S	application for loan specified in (a) and, subject n/a days from the Biffective Date of the period, Seller may terminate this Agreement and uyer's letter is received. Status of the Buyer's loan application to Seller, to provide said financing, Buyer is obligated to ays of receipt. After notifying Seller, Buyer shall loan requested. If Buyer fails to provide Seller ent and the earnest money shall be returned to a loan requested. If Buyer fails to provide Seller ent and the earnest money shall be returned to a loan requested. If Buyer fails to provide Seller ent and the earnest money shall be returned to and the earnest money shall be returned to shall notify Seller in writing including providing and Seller's right to terminate pursuant to the shall remain in full force and effect. Tised of the following relationships: Agency MLS ID Silbert Group (3267) Agency MLS ID
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Page 3 of 5 Buyer(s) Initials 10/14/21 Seller(s) Initials Produced with Lone Wolf Transpolloge with Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com	e liable for the other party's legal fees in any omit the dispute or claim to mediation loses in

- 18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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: Selfer represents that the property does and contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Selfer 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.

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 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 X No; Other - Yes X No Explain:
The Property Disclosure Form is not an addendum and not part of this Agreement.
26. OTHER CONDITIONS:

27. GENERAL PROVISIONS:

CONFIDENTIAL ITY: During and Callon and callon and sains the direct

- 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 Compules which may require written notices or obtaining written releases from both parties.

Page 4 of 5		7:10 PM EDT			
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28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

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BUYER Troy Hulit		DATE	BUYER	DATE
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Seller's Mailing addre				
SELLER City of Gar	rdiner Maine	DATE	SELLER	DATE
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- "		COUNT	ER-OFFER	
Seller agrees to sell or	n the terms and conditions a	s detailed herein	with the following changes and/or con	ditions:

will expire unless accepted by Buy (time) AM	yer's signature with communication	ature constitutes only an offer to sell or ation of such signature to Seller by (dat	n the above terms and the offe e)
SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
The Buyer hereby accepts the coun	iter offer set forth above.		DAIL
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE
The closing date of this Agreement		ENSION DATE	
SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

Page 5 of 5



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LEAD PAINT DISCLOSURE/ADDENDUM

AND		(hereinafter	"Seller
		(hereinafter	"Buyer"
FOR PROPERTY LOCATED AT 47 Cannard Street, C	Gardiner, ME 04345	(NOTO MATE)	Buyer
Said contract is further subject to the following terms:			
Lead Warning Statement			
Every purchaser of any interest in residential real property property may present exposure to lead from lead-based pair poisoning in young children may produce permanent requotient, behavioral problems, and impaired memory. Lea any interest in residential real property is required to prove assessments or inspections in the seller's possession and not inspection for possible lead-based paint hazards is recomme	nt that may place young children at risk eurological damage, including learning d poisoning also poses a particular risk ide the buyer with any information on tify the buyer of any known lead-based	of developing lead poison g disabilities, reduced int t to pregnant women. The lead-based paint hazards	ing. Lead elligence seller of
Seller's Disclosure (check one)			
(a) Presence of lead-based paint and/or lead-based paint ha Known lead-based paint and/or lead-based paint ha	zards (check one below): zards are present in the housing (explair	n).	
X 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 be Seller has provided the Buyer with all available re hazards in the housing (list documents below).	pelow):		ed paint
X Seller has no reports or records pertaining to lead-ba	ased paint and/or lead-based paint hazard	ds in the housing.	
<u>Buyer's Acknowledgment</u>			
Buyer has received copies of all information listed above Buyer has received the pamphlet Protect Your Family from Buyer has (check one below): Received a 10-day opportunity (or mutually agreed of lead-based paint and/or lead-based paint hazards; Waived the opportunity to conduct a risk assessment.	om Lead in Your Home. upon period) to conduct a risk assessmoor		
Buyer has received copies of all information listed above Buyer has received the pamphlet Protect Your Family from the Protect Your F	om Lead in Your Home. upon period) to conduct a risk assessmore ent or inspection for the presence of lead	ad-based paint and/or lead	-based
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Buyer has received copies of all information listed above d) Buyer has received the pamphlet Protect Your Family from the buyer has (check one below): Received a 10-day opportunity (or mutually agreed of lead-based paint and/or lead-based paint hazards; Waived the opportunity to conduct a risk assessment opportunity agreed of lead-based paint hazards. Agent's Acknowledgment Agent has informed the Seller of the Seller's obligations ompliance. Agentication of Accuracy the following parties have reviewed the information above a	upon period) to conduct a risk assessment or ent or inspection for the presence of leasened at the under 42 U.S.C. 4852(d) and is aware on the certify, to the best of their knowledge.	ad-based paint and/or lead	-based ensure / have
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Buyer has received copies of all information listed above de Buyer has received the pamphlet Protect Your Family from the Buyer has (check one below): Received a 10-day opportunity (or mutually agreed of lead-based paint and/or lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity to conduct a risk assessment paint hazards. Received a 10-day opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually agreed of lead-based paint hazards; Waived the opportunity (or mutually	upon period) to conduct a risk assessment or ent or inspection for the presence of lease under 42 U.S.C. 4852(d) and is aware of the certify, to the best of their knowledges of the lease	ad-based paint and/or lead of his/her responsibility to e, that the information they 10/11/202 Date	-based ensure / have 1 8:2

REALTOR®
Gilbert Group, 79 Cony Street Augusta ME 04330
Katle Dube
Prod

Phone: 2074801612

Fax:

47 Cannard Street

PURCHASE AND SALE AGREEMENT

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

October 15 , 2021	, Effective Dat
Offer Date	Effective Date is defined in Paragraph 23 of this Agreement.
1. PARTIES: This Agreement is made between Jeffrey Ackley	3
	("Buyer") an
City of Gardine	r ("Seller").
2. DESCRIPTION: Subject to the terms and conditions hereinafte	er set forth. Seller agrees to sell and Buver agrees to buy X
part of (if "part of" see para. 26 for explanation) the property sin	
County of Kennebec, State of Maine, located	at 47 Cannard Street and
described in deed(s) recorded at said County's Registry of Deeds Boo	k(s) 11890 , Page(s) 318 .
3. FIXTURES: The Buyer and Seller agree that all fixtures, including	g but not limited to existing storm windows, screens, shades and/o
blinds, shutters, curtain rods, built-in appliances, heating sources/syst	tems including gas and/or kerosene-fired heaters and wood/pelle
stoves, sump pump, electrical fixtures, hard-wired generators, lan	ndscaping, andare
included with the sale except for the following: <u>no exceptions.</u> Seller represents that all mechanical components of fixtures will be or	soutional at the time of closing execute w/a. Proporty la believe
sold as-is, where-is.	perational at the time of closing except: wa. Property is neing
A DED CONAL DEODED TV: The following items of governal grown	Octobou 12 2021 and included with the
4. PERSONAL PROPERTY: The following items of personal propersular at no additional cost, in "as is" condition with no warranties: n/s	
5 DUDOUAGE DRIGE/EADNIEGT MONEY, Ear and Dood and	converge on Division agrees to may the total numbers with a
5. PURCHASE PRICE/EARNEST MONEY: For such Deed and \$25,800.00 .Buyer has delivered; or	
a denosit of earnest money in the amount \$ 1.000.00	Buver agrees that an additional denosit of earnest money
a deposit of earnest money in the amount \$ 1,000.00 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 condition	ne:
This I dichase and Sale Agreement is subject to the following condition	us.
	Gilbert Group ("Agency") shall hold
said earnest money and act as escrow agent until closing; this offer sha	
5:00 AM X PM; and, in the promptly to Buyer.	e event of non-acceptance, this earnest money shall be returned
promptly to Buyer.	
7. TITLE AND CLOSING: A deed, conveying good and merchant	able title in accordance with the Standards of Title adopted by
he Maine Bar Association shall be delivered to Buyer and this transa	action shall be closed and Buyer shall pay the balance due and
	(closing date) or before, if agreed in writing by both parties. If
Seller is unable to convey in accordance with the provisions of this pa	ragraph, 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,
o remedy the title. Seller hereby agrees to make a good-faith effort to	o 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 p	eriod, 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
nereunder and any earnest money shall be returned to the Buyer.	
B. DEED: The property shall be conveyed by a Qui	t Claim deed, and shall be free and clear of all
ncumbrances except covenants, conditions, easements and restriction	ns of record which do not materially and adversely affect the
continued current use of the property.	
C-01	
Page 1 of 5 Buyer(s) Initials Ath (all y	Seller(s) Initials
ilbert Group, 79 Cony Street Augusta ME 04330	Phone: 2074801612 Fax: Jeff Ackley

possessions and debris,	ipants, shall be given to	Buyer immediate ame condition as a	ly at closing. Said pr	riting, possession and occupancy of premi remises shall then be broom clean, free of reasonable use and wear. Buyer shall have	f all
prior to closing. If the	ed solely by the Seller. Seller, sometimes are damaged coney, or close this transactions.	Seller shall keep to or destroyed prior	he premises insured to closing. Buver r	sing, risk of loss, damage, or destruction against fire and other extended casualty rinay either terminate this Agreement and sogether with an assignment of the insurance	sks
determined using the most and sewer will be paid th closing: collected rent, ass estate taxes shall be prorat years. If the amount of sai	recently available cash prarough the date of closing sociation fees, (other) ed as of the date of closing id taxes is not known at the prortionment as soon as t	by Seller. The fond of the company by Seller. The fond of the companion of	that last delivered the llowing items, where ns The coality's fiscal year). Setthey shall be apportioned valuation can be as	all fuel in any tanks remaining on the proper ments, if any. The amount owed, if any, shall fuel. Metered utilities such as electricity, wa applicable, shall be prorated as of the date day of closing is counted as a Seller day. Re- ller is responsible for any unpaid taxes for pri- ned on the basis of the taxes assessed for the certained, which latter provision shall survi-	be ter of eal ior
personal property, or any r	epresentations as to comp	iance with any fed	eral, state or municipa	lition, permitted use or value of Sellers' real all codes, including, but not limited to, fire, ligarding any specific issue or concern.	or fe
X Buyer's obligation to upon Buyer's own opinion a	close under this Agreem as to the condition of the pr	ent is not subject operty.	to any due diligence	e investigations. Buyer is relying completel	ly
Buyer's obligation to investigations undertaken. investigations as Buyer deep	Buyer shall have	days from the	Effective Date of th	on with the results of any due diligence is Agreement to perform such due diligence of the following:	e e
General Building Sewage Disposal Water Quality Water Quantity Air Quality	Square Footage Code Conformance Registered Farmland Environmental Scan Smoke/CO Detectors	Zoning Pests Pool Insurance Mold	Survey/MLI Lead Paint Flood Plain Chimney Tax Status*	Habitat Review/Waterfowl Shoreland Septic Energy Audit Lot Size/Acreage Arsenic Wood/Water (see par. 13)	
order to undertake the above result of any investigation is writing within the specified unsatisfactory to Buyer, and the time period set forth above	Buyer and Buyer's agents e investigations. Buyer ages s unsatisfactory to Buyer id d number of days, and an Buyer wishes to pursue re- ve; otherwise this contingen- tive, or if any investigation	s and consultants a ces to take reasonal in Buyer's sole disc my earnest money emedies other than cy is waived. If Buy under this paragrap	reasonable access to the steps to return the steps to return the steps. Buyer may ter shall be returned to voiding the Agreemen yer does not notify Sell on is not performed or	s sole discretion. Seller agrees to cooperate the property and its systems and fixtures in property to its pre-inspection condition. If the minate this Agreement by notifying Seller in Buyer. If the result of any investigation is it, Buyer must do so to full resolution within er that an investigation is unsatisfactory within completed during the period specified in this	
* If the property is enrolled Harvest Plan within <u>n/a</u>	in the Maine Tree Growth days. Yes XNo	Tax program, Selle	er agrees to provide Bu	yer with the current Forest Management and	
13. PROPERTY DISCLOS Maine Center for Disease Co	URE FORM: Buyer acknown or the state of the	owledges receipt of ling arsenic in priv	f Property Disclosure ate water supplies and	Form and the information developed by the arsenic in treated wood.	

14. FINANCING: Buyer's obligation to close:

N	Not Subject to Financing		
	is not subject to a financing contingency. Buyer has provided		
<u> X</u>	X is not subject to a financing contingency. Buyer shall prov	vide proof of the funds acceptable to Seller with	
	days. If such proof is unacceptable to Seller, Seller may term		days from receipt. If
	proof of funds is not provided within such time period, Seller	may terminate this Agreement which right shall	end once such proof
	is received, however Seller retains the agreed upon time per	iod to terminate if such proof is unacceptable. If	Seller terminates in
_	either case, the earnest money shall be returned to Buyer.		
	X Buyer's ability to purchase is X is not subject to the sale o	f another property. See addendum [Yes No	0.
St	Subject to Financing		
	Buyer's obligation to close is subject to financing as follows: a. Buyer's obligation to close is subject to Buyer obtaining a purchase price, at an interest rate not to exceed Buyer is under a good faith obligation to seek and obtain fi		
a.	a. Buyer's obligation to close is subject to Buyer obtaining a	loan of	% of the
	purchase price, at an interest rate not to exceed	% and amortized over a period of	years.
	Buyer is under a good faith obligation to seek and obtain fi	nancing on these terms. If such financing is not	available to Buyer
	as of the closing date, Buyer is not obligated to close and	I may terminate this Agreement in which case	the earnest money
	shall be returned to Buyer.		the carried money
b.	4 10 10 10 10 10 10 10 10 10 10 10 10 10	t Ruyer has made application for loan specified	in (a) and subject
	to verification of information, is qualified for the loan reque	ested within days from the Eff	fective Date of the
	Agreement. If Buyer fails to provide Seller with such letter	within said time period Seller may terminate the	his Agreement and
	the earnest money shall be returned to Buyer. This right to term		ins Agreement and
c.		communicate the status of the Duver's loan and	nligation to Caller
U.	Seller's licensee and Buyer's licensee.	communicate the status of the Buyer's loan app	pheation to Seller,
d		blo on smalling to movide said Grander D.	
u.	(-)		
	provide Seller with the written documentation of the loan de		
		another lender showing that Buyer has made ap	
	specified in (a) and, subject to verification of information, i		
	with such letter within said time period, Seller may termin		all be returned to
	Buyer. This right to terminate ends once Buyer's letter is received	ed.	
e.		rees to pay up to \$	toward Buyer's
890	actual pre-paids, points and/or closing costs, but no more than a		_
f.			
g.	g. Buyer may choose to pay cash instead of obtaining financing	ng. If so, Buyer shall notify Seller in writing in	cluding providing
	proof of funds and the Agreement shall no longer be sub	ject to financing, and Seller's right to terminate	e pursuant to the
	provisions of this paragraph shall be void and Seller's obligation	is pursuant to 14e shall remain in full force and eff	ect.
15. BR	BROKERAGE DISCLOSURE: Buyer and Seller acknowledge the	ney have been advised of the following relations!	hips:
	Katie Dube (020382) of	GIlbert Group	(3267)
	Licensee MLS ID	Agency	MLS ID
ic o	Seller Agent Buyer Agent X Disc Dual Agent Trans		WILD ID
ıs a 📋			
	Katie Dube () of	Gilbert Group	(3267)
2	Licensee MLS ID	Agency	MLS ID
is a	Seller Agent Buyer Agent X Disc Dual Agent Trans	saction Broker	
If this to	s transaction involves Disclosed Dual Agency, the Buyer and S	eller acknowledge the limited fiduciary duties of	of the agents and
	y consent to this arrangement. In addition, the Buyer and Sel		
	cy Consent Agreement.	ter delate wiedge prior receipt and signing of a	Disclosed Duai
Agency	by Consent Agreement.		
16 DEI	EDALH TORTHDALOE EADNEST MONEY. Duror's failure	to fulfill any of Ruyar's obligations barounder a	shall asmatituta a
	EFAULT/RETURN OF EARNEST MONEY: Buyer's failure t		
	It and Seller may employ all legal and equitable remedies, in		
	ture by Buyer of the earnest money. Seller's failure to fulfill an		
Buyer n	may employ all legal and equitable remedies, including without	at limitation, termination of this Agreement and	return to Buyer
	earnest money. Agency acting as escrow agent has the option		
	rnest money to either Buyer or Seller. In the event that the Age		
	Agency shall be entitled to recover reasonable attorney's fees	and costs which shall be assessed as court costs	s in lavor of the
prevailir	iling party.		
10 N CDY	TOTAL OTTO 2 TO 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	-4'1 1''4 -6' 11 -1 '	
	EDIATION: Earnest money or other disputes within the jurisdic		
All other		or the property addressed in this Agreement (oth	ner than requests
	her disputes or claims arising out of or relating to this Agreement		ioi uiuii ioquosis
for inium	her disputes or claims arising out of or relating to this Agreement unctive relief) shall be submitted to mediation in accordance with		
for injur	unctive relief) shall be submitted to mediation in accordance wi	ith generally accepted mediation practices. Buye	er and Seller are
ound to	unctive relief) shall be submitted to mediation in accordance witto mediate in good faith and to each pay half of the mediation fe	ith generally accepted mediation practices. Buye ses. If a party fails to submit a dispute or claim to	er and Seller are mediation prior
ound to o initiat	unctive relief) shall be submitted to mediation in accordance we to mediate in good faith and to each pay half of the mediation fe iating litigation (other than requests for injunctive relief), then	ith generally accepted mediation practices. Buye ses. If a party fails to submit a dispute or claim to that party will be liable for the other party's le	er and Seller are mediation prior egal fees in any
oound to o initiat subseque	unctive relief) shall be submitted to mediation in accordance we to mediate in good faith and to each pay half of the mediation fe iating litigation (other than requests for injunctive relief), then quent litigation regarding that same matter in which the party who	ith generally accepted mediation practices. Buye ses. If a party fails to submit a dispute or claim to a that party will be liable for the other party's le o failed to first submit the dispute or claim to me	er and Seller are mediation prior egal fees in any
oound to o initiat subseque	unctive relief) shall be submitted to mediation in accordance we to mediate in good faith and to each pay half of the mediation fe iating litigation (other than requests for injunctive relief), then quent litigation regarding that same matter in which the party who	ith generally accepted mediation practices. Buye ses. If a party fails to submit a dispute or claim to a that party will be liable for the other party's le o failed to first submit the dispute or claim to me	er and Seller are mediation prior egal fees in any
oound to o initiat subseque	unctive relief) shall be submitted to mediation in accordance we to mediate in good faith and to each pay half of the mediation fe iating litigation (other than requests for injunctive relief), then	ith generally accepted mediation practices. Buye ses. If a party fails to submit a dispute or claim to a that party will be liable for the other party's le o failed to first submit the dispute or claim to me	er and Seller are mediation prior egal fees in any

- 18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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 and 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 - X Yes No	; Other - Yes X No	Explain:	
The Description	osure Form is not an adden	1 1		

26. OTHER CONDITIONS: Property is being sold as-is, where-is.

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.

Page 4 of 5	Buyer(s) Initials Lift (ally	Seller(s) Initials	
	Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson	Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com	Jeff Ackley

Buxer's Mailing address is	10/16/2021	4:48 PM CDT	
BUTTER Teffrey Ackley	DATE	BUYER	DATI
BUYER	DATE	BUYER	DATE
Seller accepts the offer and agrees to			
agrees to pay agency a commission for	or services as specified in t	he listing agreement.	
Seller's Mailing address is			·
SELLER City of Gardiner	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
	COUN	TER-OFFER	
Seller agrees to sell on the terms and o	conditions as detailed here	n with the following changes and/or	conditions:
The parties acknowledge that until sign	ned by Buyer, Seller's sign	ature constitutes only an offer to sell	on the above terms and the offer
vill expire unless accepted by Buyer's	signature with communic	ature constitutes only an offer to sell ation of such signature to Seller by (o	on the above terms and the offer
vill expire unless accepted by Buyer's	signature with communic	ature constitutes only an offer to sell ation of such signature to Seller by (o	on the above terms and the offer date)
vill expire unless accepted by Buyer's time) AM PM	signature with communic	ation of such signature to Seller by (o	late)
vill expire unless accepted by Buyer's time) AM PM	signature with communic	ature constitutes only an offer to sell ation of such signature to Seller by (constitution of SELLER	on the above terms and the offer date) DATE
will expire unless accepted by Buyer's time) AM PM	signature with communic	ation of such signature to Seller by (o	late)
vill expire unless accepted by Buyer's time) AM PM BELLER BELLER	signature with communic f. DATE DATE	ation of such signature to Seller by (c	DATE
will expire unless accepted by Buyer's time) AM PM BELLER BELLER The Buyer hereby accepts the counter of	signature with communic DATE DATE DATE offer set forth above.	SELLER SELLER	DATE
will expire unless accepted by Buyer's ftime) AM PM BELLER BELLER The Buyer hereby accepts the counter of	signature with communic f. DATE DATE	ation of such signature to Seller by (c	DATE
The parties acknowledge that until signwill expire unless accepted by Buyer's (time) AM PM SELLER SELLER The Buyer hereby accepts the counter of BUYER	signature with communic DATE DATE DATE offer set forth above.	SELLER SELLER	DATE
will expire unless accepted by Buyer's time) AM PM BELLER The Buyer hereby accepts the counter of the Buyer hereby accepts	signature with communic f. DATE DATE DATE DATE DATE DATE DATE DATE DATE	SELLER SELLER BUYER BUYER ENSION	DATE DATE DATE
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will expire unless accepted by Buyer's time) AM PM BELLER Che Buyer hereby accepts the counter of the Buyer bereby accepts the Buyer bereby acc	DATE DATE	SELLER BUYER BUYER ENSION DATE	DATE DATE DATE DATE DATE

28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the

Page 5 of 5



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LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN City of Gardiner			4 . 0	//C 11 III
AND			(hereinafter	"Seller")
FOR PROPERTY LOCATED AT 47 Cannard Street, G	ardi	ner, ME 04345	(hereinafter	"Buyer"
Said contract is further subject to the following terms:				
Lead Warning Statement Every purchaser of any interest in residential real property of property may present exposure to lead from lead-based paint poisoning in young children may produce permanent net quotient, behavioral problems, and impaired memory. Lead any interest in residential real property is required to provide assessments or inspections in the seller's possession and notice inspection for possible lead-based paint hazards is recommentation.	t that urold pode the	t may place young children at ris ogical damage, including learni soning also poses a particular ri ne buyer with any information one buyer of any known lead-base	k of developing lead poison ing disabilities, reduced in sk to pregnant women. The n lead-based paint hazards	ing. Lead telligence seller of from risk
Seller's Disclosure (check one) (a) Presence of lead-based paint and/or lead-based paint haz Known lead-based paint and/or lead-based paint haz	ards	(check one below):	ain).	
X Seller has no knowledge of lead-based paint and/or l	head	hased paint hazards in the housi-		
(b) Records and reports available to the Seller (check one be Seller has provided the Buyer with all available rehazards in the housing (list documents below).	elow):	_	ed paint
Buyer has received copies of all information listed above. Buyer has received the pamphlet Protect Your Family from the Buyer has (check one below): Received a 10-day opportunity (or mutually agreed to a flead-based paint and/or lead-based paint hazards; of lead-based the opportunity to conduct a risk assessment paint hazards.	om L upo	n period) to conduct a risk assess		
gent's Acknowledgment Agent has informed the Seller of the Seller's obligations ompliance.	und	er 42 U.S.C. 4852(d) and is awar	e of his/her responsibility to	ensure
ertification of Accuracy ne following parties have reviewed the information above are following parties have reviewed the information above are followed by the following parties have reviewed the information above are followed by the following parties have reviewed the information above at 10/16/2021		DocuSigned by:	dge, that the information the	
Date Date	•	Seller City of Gardiner	Dat	e
yer Date		Seller	Date	e
yer Date		Seller	Date	2
Served by: 10/16/2021atq	6:	SE Photosioned by: SE PM COT Oubs	Date 10/11/20	 21 10
Date		Agent Katte Dube	Date	
Maine Association of REALTORS®/Copyright © 2 All Rights Reserved. Revised 2020. Altron* Description of REALTORS®/Copyright © 2 Altron* Description of REALTORS®/Copyright © 2 Altron* Produced with Lone Wolf Transactions (zipForm Events of the control of th		Phone: 2074801612	Fex: 47 Cannar TT 1J5 www.hvolf.com	L HOUSING CARTUNITY and Street

DISCLOSED DUAL AGENCY CONSENT ACKNOWLEDGEMENT

Buyer	/Seller acknowledge they ha			
Comn	y. This practice is authori	ized under Main re a Buyer Client	e State law and is regu desires to purchase a Sel	olicy that permits Disclosed Dual dated by the Maine Real Estate der Client's listing, Disclosed Dual
1.	represents two clients, the limited;	Buyer and the Se	eller, whose interests are	adverse and the agency duties are
2.	may disclose to Buyer any provided by Buyer except:	information prov	vided by Seller and may	disclose to Seller any information
	A. the willingness or ability	y of Seller to acce	pt less than the asking pri	ce;
	B. the willingness or ability	of Buyer to pay	more than has been offere	d;
	C. confidential negotiating	strategy not discl	osed in the sales offer as t	erms of the sale;
	D. the motivation of Seller	for selling and the	e motivation of Buyer for	ouying.
Buyer/ Dual <i>A</i> Disclos	Seller understand they ma	y choose to con	sent, or not consent, to	d understand this Agreement. Agency serving as a Disclosed ited Agent, if any, acting as a
-Docusia	23 1/	10/16/2021 4:4	8 PM CDT	
Tifyer ^{c1}	A14C44E3	Date	Seller	Date
Buyer		Date	Seller	Date
Buyer		Date	Seller	Date
luyer		Date	Seller	Date



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PURCHASE AND SALE AGREEMENT ("days" means business days unless otherwise noted, see paragraph 23)

October 12 , 2021	, Effective Date
Offer Date	Effective Date is defined in Paragraph 23 of this Agreement.
1. PARTIES: This Agreement is made between Dana Madsen, Y	edda Smith
	("Buyer") and
City of Gardine	r ("Seller").
2. DESCRIPTION: Subject to the terms and conditions hereinafte part of (if "part of" see para. 26 for explanation) the property since County of Kennehec, State of Maine, located described in deed(s) recorded at said County's Registry of Deeds Boo	tuated in municipality of South Gardiner,
3. FIXTURES: The Buyer and Seller agree that all fixtures, including blinds, shutters, curtain rods, built-in appliances, heating sources/sys stoves, sump pump, electrical fixtures, hard-wired generators, lar included with the sale except for the following:	tems including gas and/or kerosene-fired fleaters and wood/peticle and scaping, and are
Seller represents that all mechanical components of fixtures will be of condition	perational at the time of closing except: being sold as is
4. PERSONAL PROPERTY: The following items of personal propsale at no additional cost, in "as is" condition with no warranties: N	erty as viewed on October 8, 2021 are included with the one
5. PURCHASE PRICE/EARNEST MONEY: For such Deed and \$20,000.00 Buyer has delivered; or x will delive a deposit of earnest money in the amount \$3,000.00 in the amount of \$N/A will be delivered. If Buyer fails to deliver the initial or additional deposit in compliance right to terminate ends once Buyer has delivered said deposit(s). The cashier's or trust account check upon delivery of the Deed.	Buyer agrees that an additional deposit of earnest money N/A with the above terms Seller may terminate this Agreement. This
This Purchase and Sale Agreement is subject to the following condition	
6. ESCROW AGENT/ACCEPTANCE:	exp realty ("Agency") shall hold
6. ESCROW AGENT/ACCEPTANCE: said earnest money and act as escrow agent until closing; this offer sh 10:00 AM X PM; and, in t	all be valid until October 21, 2021 (date) he event of non-acceptance, this earnest money shall be returned
promptly to Buyer.	
7. TITLE AND CLOSING: A deed, conveying good and merchan the Maine Bar Association shall be delivered to Buyer and this transexecute all necessary papers on November 26, 2021 Seller is unable to convey in accordance with the provisions of this pexceed 30 calendar days, from the time Seller is notified of the defect to remedy the title. Seller hereby agrees to make a good-faith effort closing date set forth above or the expiration of such reasonable time accept the deed with the title defect or may terminate this Agreement in hereunder and any carnest money shall be returned to the Buyer.	closing date) or before, if agreed in writing by both parties. If aragraph, then Seller shall have a reasonable time period, not to unless otherwise agreed to in writing by both Buyer and Seller, to cure any title defect during such period. If, at the later of the period, Seller is unable to remedy the title, Buyer may close and
8. DEED: The property shall be conveyed by a Quencumbrances except covenants, conditions, easements and restriction continued current use of the property.	deed, and shall be free and clear of all ons of record which do not materially and adversely affect the
. 0	Seller(s) Initials Phone: 8884398743 Fax: Dana Madseu and Shearson Cr. Cambridge, Onlario, Canada N1T 1J5 www.lwolf.com

free of tenants and occupossessions and debris,	upants, shall be given to	Buyer immediately me condition as at	at closing. Said pren	ing, possession and occupanises shall then be broom cosonable use and wear. Buyo	lean, free of all
premises shall be assum prior to closing. If the	ned solely by the Seller. So premises are damaged of oney, or close this transact	eller shall keep th r destroyed prior	e premises insured aga to closing, Buyer ma	g, risk of loss, damage, or ainst fire and other extende y either terminate this Agr ether with an assignment of	d casualty risks
calculated as of the closin determined using the mos and sewer will be paid the closing: collected rent, as estate taxes shall be prorat years. If the amount of sa preceding year with a rea	g date or such earlier date a t recently available cash pri brough the date of closing sociation fees, (other) ted as of the date of closing ild taxes is not known at the	s required to complete of the company of the company of by Seller. The following M/A (based on municipate time of closing, the new tax rate and	y with lender requirement hat last delivered the full owing items, where ap . The day ality's fiscal year). Selle they shall be apportioned to valuation can be asce	fuel in any tanks remaining nts, if any. The amount owed el. Metered utilities such as epicable, shall be prorated as of closing is counted as a S is responsible for any unpail on the basis of the taxes a trained, which latter provision	, if any, shall be electricity, water is of the date of Seller day. Real d taxes for prior issessed for the
personal property, or any	representations as to compl	iance with any fede	ral, state or municipal of	on, permitted use or value of codes, including, but not limi ding any specific issue or con	ted to, fire, life
Buyer's obligation to upon Buyer's own opinion	close under this Agreeme as to the condition of the pr	ent is not subject operty.	to any due diligence i	nvestigations. Buyer is relyi	ng completely
investigations undertaken.	o close under this Agree Buyer shall have 14 ems necessary which may in	days from the	Effective Date of this	with the results of any Agreement to perform such e following:	due diligence due diligence
General Building Sewage Disposal Water Quality Water Quantity Air Quality	Square Footage Code Conformance Registered Farmland Environmental Scan Smoke/CO Detectors	Zoning Pests Pool Insurance Mold	Survey/MLI Lead Paint Flood Plain Chimney Tax Status*	Habitat Review/Waterfowl Shoreland Septic Energy Audit Lot Size/Acreage Arsenic Wood/Water (see pa	ur. 13)
with Buyer and shall give order to undertake the abov result of any investigation writing within the specific unsatisfactory to Buyer, and the time period set forth abo	e Buyer and Buyer's agents we investigations. Buyer agents is unsatisfactory to Buyer i ed number of days, and and d Buyer wishes to pursue rowe; ove; otherwise this contingent ove, or if any investigation	and consultants reces to take reasonab in Buyer's sole discr by earnest money semedies other than cy is waived. If Buy under this paragrap	easonable access to the le steps to return the pro- etion, Buyer may termi shall be returned to Buyoiding the Agreement, or does not notify Seller in is not performed or co	ole discretion. Seller agrees property and its systems as operty to its pre-inspection conate this Agreement by notificate. If the result of any in Buyer must do so to full result an investigation is unsatismpleted during the period sp	nd fixtures in ndition. If the ying Seller in vestigation is plution within
* If the property is enrolled Harvest Plan within	in the Maine Tree Growth days. Yes X No	Tax program, Seller	agrees to provide Buye	r with the current Forest Mar	agement and
13. PROPERTY DISCLOS Maine Center for Disease Co	SURE FORM: Buyer acknoontrol and Prevention regard	owledges receipt of ling arsenic in priva	Property Disclosure Fo	rm and the information deve	loped by the
	ì				
	9				
	*				
	Buycr(s) Initials	(titon) 231 Shearson Cr. Can	Seller(s) Initials bridge, Ontario, Canada N1T 1J5	www.kwoll.com Dang Mads	en aud

7.	FINANCING: Buyer's obligation to close	:		
	Not Subject to Financing is not subject to a financing continger is not subject to a financing conting days. If such proof is unacceptable to proof of funds is not provided within is received, however Seller retains the either case, the earnest money shall be	gency. Buyer shall provide proof o Seller, Seller may terminate this A n such time period, Seller may termi the agreed upon time period to term e returned to Buyer	of the funds acceptable to Seller variety agreement no later thaninate this Agreement which right shainate if such proof is unacceptable.	days from receipt. If all end once such proof . If Seller terminates in
S	Subject to Financing		roperty. See addendum [Yes X	No.
b. c. d.	Buyer's obligation to close is subject to Buyer's obligation to close is subject purchase price, at an interest rate no Buyer is under a good faith obligation as of the closing date, Buyer is not shall be returned to Buyer. Buyer to provide Seller with letter fit to verification of information, is quated Agreement. If Buyer fails to provide the earnest money shall be returned to Buyer hereby authorizes, instructs an Seller's licensee and Buyer's licensee. After (b) is met, if the lender notification provide Seller with the written document have	ct to Buyer obtaining a	s made application for loan specification for loan specification for loan specification for loan specification days from the difference differe	see the earnest money ied in (a) and, subject Effective Date of the te this Agreement and application to Seller, Buyer is obligated to ng Seller, Buyer shall e application for loan ails to provide Seller shall be returned to
f. g.	Buyer's ability to obtain financing Buyer may choose to pay cash instead	costs, but no more than allowable by $S[X]$ is not subject to the sale of ano ad of obtaining financing. If so, E	y Buyer's lender. ther property. See addendum [] Ye: Buyer shall notify Seller in writing	s X No.
×	proof of funds and the Agreement s provisions of this paragraph shall be vo	shall no longer be subject to fina	ancing, and Seller's right to termin	nate nursuant to the
15. BR	ROKERAGE DISCLOSURE: Buyer and		een advised of the following relation	
is a	Licensee Seller Agent Disc	MLS ID	Agency	MLS ID
	Katie Dube Licensee	(020382)) of	Gilbert Group	(3267)
isa 🗶	Seller Agent Buyer Agent Disc	MLS ID c Dual Agent Transaction Bro	Agency ker	MLS ID
If this t	AS MADO DESERVO DE SETAS			
Agency	ransaction involves Disclosed Dual Age consent to this arrangement. In addition Consent Agreement.	on, the Buyer and Seller acknow	ledge prior receipt and signing or	f a Disclosed Dual
Agency 16. DEF default a forfeitur Buyer m of the ea he earned agent, A	consent to this arrangement. In addition	on, the Buyer and Seller acknow NEY: Buyer's failure to fulfill an equitable remedies, including wi er's failure to fulfill any of Seller's edies, including without limitation wagent has the option to require the event that the Agency is made	reledge prior receipt and signing or by of Buyer's obligations hereunde thout limitation, termination of the sobligations hereunder shall const the termination of this Agreement a written releases from both parties a party to any lawsuit by virtue of	f a Disclosed Dual or shall constitute a his Agreement and titute a default and and return to Buyer prior to disbursing
Agency Agency 16. DEF default a forfeitur Buyer m of the earn agent, A orevailin 17. MEL All other or injun ound to o initiati ubseque	consent to this arrangement. In additional Consent Agreement. FAULT/RETURN OF EARNEST MORAND and Seller may employ all legal and see by Buyer of the earnest money. Sellonay employ all legal and equitable remarked money. Agency acting as escrowest money to either Buyer or Seller. In agency shall be entitled to recover reason party. DIATION: Earnest money or other disperitive relief) shall be submitted to mediate in good faith and to each pay I ing litigation (other than requests for its intitigation regarding that same matter requent litigation. This clause shall sure	on, the Buyer and Seller acknow NEY: Buyer's failure to fulfill an equitable remedies, including wi er's failure to fulfill any of Seller's edies, including without limitation wagent has the option to require with the event that the Agency is made conable attorney's fees and costs who was the control of the purishing to this Agreement or the propiation in accordance with generally half of the mediation fees. If a partinjunctive relief), then that party in which the party who failed to fi	reledge prior receipt and signing of the prior receipt and signing of the prior receipt and signing of the prior of the pr	f a Disclosed Dual or shall constitute a his Agreement and titute a default and ind return to Buyer prior to disbursing of acting as escrow losts in favor of the dled in that forum. other than requests liver and Seller are to mediation prior lives legal fees in any

- 18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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 and 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 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 X No; Other - Yes X No Explain: The Property Disclosure Form is not an addendum and not part of this Agreement. 26. OTHER CONDITIONS: None 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. 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. 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. 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. 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.

 Page 4 of 5

 Buyer(s) Initials

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 Dana Madyth and

addenda. The parties hereby agree Buyer's Mailing address is 925 Brunsw	ick Ave, Gardiner, M	E 04345	7
James B. Styles.		51 11 heds	11.5
BUYER Dana Madsen	DATE	BUYER Yedda Smith	DAT
BUYER	DATE	BUYER	DAT
Seller accepts the offer and agrees to de agrees to pay agency a commission for seller's Mailing address is 6 Church St	services as specified in t		and conditions set forth an
SELLER City of Gardiner	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
	COUN	TER-OFFER	
he parties acknowledge that until signed ill expire unless accepted by Buyer's signed ime) AM PM.	DATE	nature constitutes only an offer to sell on the ation of such signature to Seller by (date)	DATE
ime) AM PM.	DATE DATE	ation of such signature to Seller by (date)	
ELLER Buyer hereby accepts the counter offe	DATE DATE	ation of such signature to Seller by (date) _ SELLER	DATE
ELLER Buyer hereby accepts the counter offe	DATE DATE DATE or set forth above.	SELLER SELLER	DATE DATE
ELLER Buyer hereby accepts the counter offer the DYER	DATE DATE DATE Par set forth above. DATE DATE DATE DATE	SELLER SELLER BUYER	DATE
ELLER BUyer hereby accepts the counter offer JYER	DATE DATE DATE Par set forth above. DATE DATE DATE DATE	SELLER SELLER BUYER BUYER	DATE DATE
ELLER Buyer hereby accepts the counter offer JYER JYER e closing date of this Agreement is external	DATE DATE DATE Par set forth above. DATE DATE DATE DATE	SELLER SELLER BUYER BUYER ENSION	DATE DATE
ine) AM PM. ELLER	DATE DATE DATE PATE DATE DATE DATE DATE DATE EXTI	SELLER SELLER BUYER BUYER ENSION DATE	DATE DATE DATE
ELLER BUYER UYER Closing date of this Agreement is exte	DATE DATE DATE PATE DATE DATE DATE DATE DATE DATE DATE DATE	SELLER SELLER BUYER BUYER ENSION DATE	DATE DATE DATE DATE

REALTORS





October 12, 2021

To whom this may concern, Dana Madsen has the funds to purchase 47 Cannard St in Gardiner, Maine.

If you have any questions, please feel free to call at 207.990.5444 ext. 2504

Sincerely,

Catherine Ladd, CCUFC

Opportunity starts here

1.800.427.1223 I

downeastcu.com

Baileyville

Bangor

Belfast

Calais

Machias

Richmond

Topsham

Unity

Gilbert Group, 79 Cony Street Augusta ME 04330

Katie Dube

PURCHASE AND SALE AGREEMENT

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

October 14	, 2021			-	, Effective Date
Offer Date			Effective Date is d	efined in Paragraph 23 of this	
 PARTIES: This Agreement i 	s made between Jo	hn Barth			
		Yetr of Carll			("Buyer") and
		ity of Gardiner		-	("Seller").
DESCRIPTION: Subject to part of (if "part of" see para.	26 for explanation)	the property situ	rated in municing	ality of C	ardinor
County of Kennebec escribed in deed(s) recorded at sa	, State of	Maine, located a	at	47 Cannard Street	t and
escribed in deed(s) recorded at sa	ild County's Registry	y of Deeds Book	(s) <u>11890</u>	, Page(s)	318
FIXTURES: The Buyer and S linds, shutters, curtain rods, built	eller agree that all fir	xtures, including	but not limited to	existing storm windows	s, screens, shades and/or
oves, sump pump, electrical fi	extures, hard-wired	generators, land	ans including gas dscaping, and	and/or kerosene-fired f	neaters and wood/pellet are
icluded with the sale except for the	he following: no exc	ceptions.			3654-11-11-11-11-11-11-11-11-11-11-11-11-11
eller represents that all mechanic	al components of fix	tures will be ope	erational at the tir	ne of closing except: Pr	roperty and contents
e being purchased as-is, where	-15.				
PERSONAL PROPERTY: Th	e following items of	f personal proper	tv as viewed on	October 6, 2021	are included with the
le at no additional cost, in "as is	condition with no	warranties: n/a.		0000000,2021	_ are meraded with the
PURCHASE PRICE/EARNE	ST MONEY: For s	such Dood and	conveyence Day	ON 000000 to work the to-	4-1
8,000.00 Buyer	has delivered; or	X will deliver	to the Agency wi	thin 3 days	of the Effective Date
deposit of earnest money in the ar	nount \$ 1,000.00		Buyer agree	es that an additional der	oosit of earnest money
deposit of earnest money in the arthe amount of \$ n/a	will	l be delivered _		n/a	
Buyer fails to deliver the initial of	or additional deposit	in compliance w	ith the above ter	ms Seller may terminate	this Agreement This
tht to terminate ends once Buyer shier's or trust account check upo	nas delivered said on delivery of the De	ed	emainder of the p	ourchase price shall be p	aid by wire, certified,
	-				
is Purchase and Sale Agreement	is subject to the follo	owing conditions	s:	· · ·	
ESCROW AGENT/ACCEPTA	NCE.	Ci	lhort Croup	s i	/II.A. III. II. II.
ESCROW AGENT/ACCEPTA d earnest money and act as escro	w agent until closing	this offer shall	he valid until	October 21 20	("Agency") shall hold (date)
5:00	AM X	PM; and, in the	event of non-acc	eptance, this earnest mo	nev shall be returned
mptly to Buyer.					noy shan be returned
TITLE AND OLOGBIA A	1	raping a 1 new communication and a			
TITLE AND CLOSING: A de Maine Bar Association shall be	ed, conveying good	and merchantab	ole title in accord	ance with the Standards	of Title adopted by
cute all necessary papers on	November 4,	2021	closing date) or h	pefore, if agreed in writing	the balance due and
ler is unable to convey in accord	ance with the provis	sions of this para	graph, then Selle	er shall have a reasonabl	e time period not to
eed 30 calendar days, from the ti	me Seller is notified	l of the defect, un	nless otherwise a	greed to in writing by bo	oth Buyer and Seller
emedy the title. Seller hereby ag	grees to make a good	d-faith effort to	cure any title def	ect during such period.	If, at the later of the
sing date set forth above or the ex	xpiration of such rea	sonable time per	riod, Seller is una	ble to remedy the title. I	Buver may close and
ept the deed with the title defect of	r may terminate this	Agreement in wh	ich case the parti	es shall be relieved of any	y further obligations
eunder and any earnest money sh	all be returned to the	Buyer.			
DEED: The property shall be co	nveved by a	Warr	antv	deed, and shall be	free and along of all
umbrances except covenants, co	nditions, easements	and restrictions	of record which	do not materially and	adversely affect the
tinued current use of the property				as not materially und	actorsory arrest the
	ne				
	NZ.		<u>.</u> a		
Page 1 of 5 Buyer(s) Init	ials JD		Seller(s) Initials		

Phone: 2074801612

Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Fax:

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John Barth

possessions and debris,	upants, shall be given to	Buyer immediate ame condition as a	ly at closing. Said pre	iting, possession and occupancy of premi emises shall then be broom clean, free of easonable use and wear. Buyer shall have	f all
premises shall be assum	premises are damaged oney, or close this transa	Seller shall keep the or destroyed prior	he premises insured a to closing. Buyer m	ing, risk of loss, damage, or destruction gainst fire and other extended casualty ri ay either terminate this Agreement and ogether with an assignment of the insuran	isks
determined using the mos and sewer will be paid the closing: collected rent, as estate taxes shall be prorate years. If the amount of sa	t recently available cash proposed to the control of the date of closing sociation fees, (other)ted as of the date of closing id taxes is not known at the proportionment as soon as the control of	as required to company to by Seller. The form no proration to time of closing, the new tax rate an	that last delivered the sellowing items, where a sellowing items, where a sellowing items. The department of the sellowing items and the sellowing the sellowing the sellowing sellowing sellowing the sellowing sellowi	all fuel in any tanks remaining on the proper nents, if any. The amount owed, if any, shall fuel. Metered utilities such as electricity, was applicable, shall be prorated as of the date ay of closing is counted as a Seller day. Refer is responsible for any unpaid taxes for pred on the basis of the taxes assessed for the tertained, which latter provision shall survi	be of eal ior
personal property, or any	representations as to comp	liance with any fed	eral, state or municipal	tion, permitted use or value of Sellers' real codes, including, but not limited to, fire, li arding any specific issue or concern.	or fe
Buyer's obligation to upon Buyer's own opinion	close under this Agreem as to the condition of the p	nent is not subject roperty.	to any due diligence	investigations. Buyer is relying complete	ly
X Buyer's obligation to investigations undertaken. investigations as Buyer dee	Buyer shall have 14	days from the	Effective Date of this	n with the results of any due diligences. Agreement to perform such due diligence the following:	e e
General Building Sewage Disposal Water Quality Water Quantity Air Quality	Square Footage Code Conformance Registered Farmland Environmental Scan Smoke/CO Detectors	Zoning Pests Pool Insurance Mold	Survey/MLI Lead Paint Flood Plain Chimney Tax Status*	Habitat Review/Waterfowl Shoreland Septic Energy Audit Lot Size/Acreage Arsenic Wood/Water (see par. 13)	
order to undertake the above result of any investigation is writing within the specific unsatisfactory to Buyer, and the time period set forth about the specific unsatisfactory to Buyer, and the time period set forth about the specific unsatisfactory to Buyer, and the time period set forth about the specific unsatisfactory to Buyer, and the specific unsatisfactory to Buyer, and the specific unsatisfactory to Buyer and shall give order to undertake the above result of the specific unsatisfactory to be undertake the above result of the specific unsatisfactory to Buyer and shall give order to undertake the above result of any investigation is writing within the specific unsatisfactory to Buyer.	Buyer and Buyer's agent e investigations. Buyer agr is unsatisfactory to Buyer id d number of days, and a d Buyer wishes to pursue r ve; otherwise this continger ove, or if any investigation	s and consultants a ees to take reasonal in Buyer's sole disc my earnest money emedies other than acy is waived. If Buy under this paragrap	reasonable access to the ble steps to return the peretion, Buyer may term shall be returned to I voiding the Agreement yer does not notify Selle blus is not performed or or the steps.	sole discretion. Seller agrees to cooperate the property and its systems and fixtures in roperty to its pre-inspection condition. If the ninate this Agreement by notifying Seller in Buyer. If the result of any investigation is t, Buyer must do so to full resolution within r that an investigation is unsatisfactory within completed during the period specified in this	1 3
* If the property is enrolled Harvest Plan withinn/a	in the Maine Tree Growth days. Yes X No	Tax program, Selle	er agrees to provide Buy	ver with the current Forest Management and	
13. PROPERTY DISCLOS Maine Center for Disease Co	SURE FORM: Buyer ackno control and Prevention regar	owledges receipt of ding arsenic in priva	f Property Disclosure F ate water supplies and a	form and the information developed by the ursenic in treated wood.	

14. FINANCING: Buyer's obligation to close:

4.1	ot Subject to Financing		
X	, .	ided Seller with acceptable proof of	the funds.
	is not subject to a financing contingency. Buyer shall	provide proof of the funds accept	able to Seller within 3
	days. If such proof is unacceptable to Seller, Seller may	terminate this Agreement no later th	nan 3 days from receipt. If
	proof of funds is not provided within such time period,	Seller may terminate this A greenent	t which right shall and once such proof
	is received, however Seller retains the agreed upon tim		
	either case, the earnest money shall be returned to Buyer,	e period to terminate it such proof	is unacceptable. It seller terminates in
			O O
Ļ	Buyer's ability to purchase is is not subject to the	sale of another property. See addend	lum 📋 Yes 🔝 No.
Su	bject to Financing		
	Buyer's obligation to close is subject to financing as follo	ws:	
a.	Buyer's obligation to close is subject to Buyer obtaini	ng a	loan of % of the
	purchase price, at an interest rate not to exceed	% and amortized	over a period of years.
	Buyer is under a good faith obligation to seek and obt	ain financing on these terms. If suc	ch financing is not available to Buyer
	as of the closing date, Buyer is not obligated to clos	e and may terminate this Agreeme	ent in which case the earnest money
	shall be returned to Buyer.		and the same same same same same same same sam
b.	Buyer to provide Seller with letter from lender showin	that Buyer has made application	for loan specified in (a) and subject
2-0-0	to verification of information, is qualified for the loan	requested within	days from the Effective Date of the
	Agreement. If Buyer fails to provide Seller with such	letter within said time period Selle	er may terminate this Agreement and
	the earnest money shall be returned to Buyer. This right to		
•			
c.	Buyer hereby authorizes, instructs and directs its lender	er to communicate the status of the	e Buyers loan application to Seller,
•	Seller's licensee and Buyer's licensee.		
d.			
	provide Seller with the written documentation of the lo	an denial within two days of receip	ot. After notifying Seller, Buyer shall
	have days to provide Seller with a letter	from another lender showing that I	Buyer has made application for loan
	specified in (a) and, subject to verification of informat		
	with such letter within said time period, Seller may	erminate this Agreement and the	earnest money shall be returned to
	Buyer. This right to terminate ends once Buyer's letter is r		
e.	Buyer agrees to pay no more thann/a_ points. Sell-		toward Buyer's
	actual pre-paids, points and/or closing costs, but no more t	han allowable by Buyer's lender.	to water Buyors
f.	Buyer's ability to obtain financing is is not subject to		ddendum Ves No
g.	Buyer may choose to pay cash instead of obtaining fir		
ъ.	proof of funds and the Agreement shall no longer be		
	provisions of this paragraph shall be void and Seller's oblig		
	provisions of this paragraph shall be volu and seller s oblig	eactons traispant to 146 shall terrain i	
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15. BR	OKERAGE DISCLOSURE: Buyer and Seller acknowled	lge they have been advised of the f	ollowing relationships:
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- 18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both 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 and 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	-XYes No;	Other -	Yes X No	Explain:		
The	Property Disc	losure Form	is not an addendu	m and not	t nart of this A	graeman	t	·

26. OTHER CONDITIONS: Property is being purchased as-is, where-is.

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.

	JB	require meneral of soluting written releases from both	Jai II
Page 4 of 5	Buyer(s) Initials	Seller(s) Initials	
	Produced with Lone Wolf Transactions (zipForm Ed	tion) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com John Bartt	h

LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN City of Gardin			(hereinafter	"Seller")
ND				,
OR PROPERTY LOCATED AT 47 Canna	ard Street , Gar	diner, ME 04345	(hereinafter	"Buyer")
aid contract is further subject to the following	g terms:			
very purchaser of any interest in residential respectively purchaser of any interest in residential respectively may present exposure to lead from lessioning in young children may produce proteint, behavioral problems, and impaired may interest in residential real property is requisessments or inspections in the seller's possespection for possible lead-based paint hazard	ad-based paint t permanent neur memory. Lead p uired to provide ession and notify	hat may place young children at risk of ological damage, including learning soisoning also poses a particular risk the buyer with any information on leat-based re-	of developing lead poison disabilities, reduced in to pregnant women. The ead-based paint hazards	telligence seller of
Presence of lead-based paint and/or lead-based paint a	ased paint hazar pased paint hazar	ds (check one below): ds are present in the housing (explain).	
Seller has no knowledge of lead-based	l paint and/or lea	id-based paint hazards in the housing		
Records and reports available to the Seller Seller has provided the Buyer with al hazards in the housing (list documents	Il available reco	ow): rds and reports pertaining to lead-ba	sed paint and/or lead-bas	ed paint
Seller has no reports or records pertain	ing to lead-base	d paint and/or lead-based paint hazard	s in the housing.	
Buyer has received copies of all information Buyer has received the pamphlet Protect You Buyer has (check one below): Received a 10-day opportunity (or must of lead-based paint and/or lead-based paint hazards.	our Family from tually agreed up paint hazards; or	on period) to conduct a risk assessme		
ent's Acknowledgment Agent has informed the Seller of the Seller' pliance.	's obligations un	der 42 U.S.C. 4852(d) and is aware o	f his/her responsibility to	ensure
rtification of Accuracy following parties have reviewed the information of the control of the co			e, that the information the	y have
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