

AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE

AGREEMENT made as of this 8th day of March , 2019, by and between Unitarian Universalist Association (“Seller”) and Larry T. Davis and Julie A. Davis (“Buyer”).

WITNESSETH AS FOLLOWS:

1. PREMISES. Seller agrees to sell and Buyer agrees to buy the land, building(s) and improvement(s) situated at 327 Lakeview Ave., Lucerne-in-Maine, Dedham, Hancock County, Maine (the “Premises”) as more particularly described in Exhibit B attached hereto. Seller and Buyer specifically acknowledge that all fixtures and the following appliances: dishwasher, refrigerator, stove, are included in the sale of the Premises at no additional cost.
2. PURCHASE PRICE. Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Premises the sum of One Hundred Five Thousand Dollars (\$105,000.00) payable by certified check, bank cashier’s check, or attorney’s trust account check at the closing.
3. TITLE. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens and encumbrances except customary utility easements of record which do not adversely affect the use of the Premises as currently improved for residential purposes. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time, not to exceed sixty (60) days, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, or in the event that Seller elects not to remedy same, Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist.
4. CLOSING. The closing of this transaction shall take place on March 8, 2019, at 4:00 p.m., local time, at the offices of Buyer’s lender or Buyer’s attorney or, if the Buyer and the Seller

shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the purchase price, a Quitclaim Deed with Covenant to the Premises with in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§761 et seq. (the “Deed”) and shall deliver to Buyer a standard form title insurance Seller's Affidavit. Upon reasonable notice, Seller agrees to provide Buyer with access to the property prior to closing for purposes of allowing Buyers contractor to examine the property.

5. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

- a. Real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill.
- b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.
- c. The recording fee for the deed of conveyance and any expenses related to any mortgage which Buyer may grant to a lender in connection with this transaction shall be paid for by Buyer.
- d. A portion of the purchase price shall be withheld by Buyer at closing if required by 36 M.R.S.A. §5250-A.

6. POSSESSION. Seller shall deliver possession of the Premises to Buyer at the closing, free of all leases, tenancies or occupancies by any person. Buyer, or Buyer's agent will be permitted a walk through inspection at least twenty-four (24) hours before closing. All Seller's personal property not included in the sale shall be removed from the Premises. The Premises shall be broom swept before closing.

7. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE.

- a. All risk of loss to the Premises and said personal property prior to the closing shall be on Seller, and Seller shall keep the same insured against fire and other extended coverage risks until the closing.
- b. In the event that, prior to the closing, the improvements which are part of the Premises are destroyed or, in the reasonable opinion of Buyer, substantially damaged, Buyer may either (i) terminate this Agreement, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same.

8. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

- a. To the best of Seller's knowledge, the Premises are in compliance with applicable laws, ordinances and regulations.
- b. Seller is not aware of any substantial structural or mechanical defects in the building(s) and fixtures which are part of the Premises.
- c. To the best of Seller's knowledge, all water, sewer, electric, heating, telephone and drainage utilities and facilities required by law or by the present use of the Premises are installed, in good working order and repair, and reasonably adequate for single-family residential purposes.
- d. The Premises either abut or have a deeded right of way to public roads for purposes of pedestrian, vehicular and utility access.

9. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE. The obligation of Buyer to close is subject to the following conditions. (a) the Premises shall be in the

same or better condition as they are in as of the date of the signing of this Agreement; (b) Seller's representations and warranties in Paragraph 8 shall be true as of the date of this Agreement and as of the closing date; (c) Buyer obtaining at their expense the following inspections disclosing the Premises to be in such condition as is satisfactory to Buyer: (i) general building inspection; (ii) sewerage system inspection; (iii) air quality tests on property containing urea-formaldehyde foam insulation; (iv) air quality tests to determine concentration, if any, of radon gas; (v) assessment of potential danger and/or estimate of costs of removal or encapsulation of asbestos; (vi) inspection to determine if there are hazardous substances, special wastes and/or underground tanks on the Premises; (vii) inspection to determine adequacy of water supply and potability; (viii) inspection to determine presence of termites and/or other pests, and (ix) mold inspection. In the event that any of the foregoing conditions are not satisfied, Buyer, in his sole discretion, shall have the option of terminating this Agreement and receiving back the Deposit. Any such inspections to be completed within ten (10) days of the date of this Agreement. If the Buyer does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the inspection's contingency is waived by Buyer.

10. BUYER'S INSPECTION: The Buyer acknowledges that the subject premises are being sold "As Is" with no express or implied representation or warranties by Seller as to physical conditions, quality of construction, workmanship, or fitness for any particular purpose. Buyer acknowledges that Buyer has been encouraged to have independent inspections performed on the subject premises prior to the tendering of this Purchase and Sale Agreement. Buyer is allowed and encouraged to have independent inspections performed

on the subject premises prior to closing. Buyer is relying solely on Buyer's own inspection and is not relying on any statements or representation made by Seller.

11. DEFAULT; REMEDIES. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer shall be entitled to the return of the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy. In the event that Buyer defaults in the performance of his obligations under this Agreement, Seller shall retain the Deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.
12. RESIDENTIAL PROPERTY, LEAD PAINT AND ARSENIC DISCLOSURE. Buyer acknowledges receipt of a Residential Property Disclosure Form completed by Seller and attached hereto as Exhibit A prior to tender of this offer.
13. OFFER AND ACCEPTANCE. This Agreement when submitted to Seller shall constitute an offer which must be accepted by Seller within ten (10) days or expire by its terms, time being of the essence.
14. MISCELLANEOUS.
 - a. Time. Time is of the essence of this Agreement.
 - b. Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed as follows:

TO SELLER: Jay Pacitti
Unitarian Universalist Association
24 Farnsworth Street
Boston, MA 02210

With a copy to: Rosalind Prince Gilman, Esq.
Vafiades, Brontas & Kominsky, LLP
P.O. Box 919
Bangor, ME 04402-0919

TO BUYERS: Larry T. Davis
Julie A. Davis
7134 Shannon Blvd.
Ft. Myers, FL 33908

With a copy to: Bloomer Russell Beaupain
ATT: Tracy
175 Exchange Street
Bangor, ME 04401

Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

- c. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Buyer and there are no agreements, understandings, warranties or representations between Buyer and Seller except as set forth herein. This Agreement cannot be amended except by written instrument executed by Seller and Buyer.
- d. Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer.
- e. Identical Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be

deemed an original, but all of which together shall constitute one and the same instrument.


- f. Construction. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first written above.

WITNESS:



SELLER
Unitarian Universalist Association


By: Timothy Brennan, Its Treasurer
Duly Authorized

BUYER

Larry T. Davis

Julie A. Davis