



Revised October 1, 2006

CONTRACT FOR SALE OF REAL ESTATE

64 Pine Hill Road North - Lot ____

THIS CONTRACT is made and dated _____, by and between **PHN Homes, LLC**, hereinafter referred to as "Seller", whose mailing address is P.O. Box 424, Ogunquit, Maine 03907, Telephone 561-301-4541, Fax 603-892-8235, and _____ hereinafter referred to as "Purchaser".

In consideration of mutual covenants and obligations set forth herein, and receipt of the deposit(s) listed below, which are hereby acknowledged, the parties hereby agree as follows:

Subject Property: Subject to all of the terms and conditions hereinafter set forth, including all of the terms and conditions of the addendum(s) attached hereto which is (are) incorporated herein and made a part hereof, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, situated in York, County of York, State of Maine, to wit: **Lot ____** as depicted in the Subdivision Plan of 64 Pine Hill Road North recorded in the York Registry of Deeds in Plan Book 309, Pages 18 and 19, as may be amended, being part of the property owned by the Seller and more fully described at said County's Registry of Deeds in Book 14138, Page 504.

Base Purchase Price: The Base Purchase Price is _____, to be paid as follows:

\$ **250,000** as earnest money deposit at signing of this Contract.

\$ _____ cash or certified check, at closing as defined in Section 7, below.

Additional Purchase Price:

The Seller agrees to construct the Purchaser's residence on the subject lot in accordance with terms, conditions and other provisions contained in Addendum 1 to this Contract. If the Purchaser, for any reason, fails to enter into a construction contract with the Seller or Seller's affiliate, substantially in the form outlined in Addendum 1, within three (3) years of this Contract, the purchase price will be increased by ninety-five thousand dollars (\$95,000) and this additional \$95,000 will be paid within ten (10) days of the earlier of a) the Seller enters into a contract with another builder or b) three (3) years from the closing of this Contract.

1. DEPOSIT: PHN Homes, LLC, intends to use the earnest money deposit to pay a portion of the costs of subdivision improvements.

2. ACCEPTANCE: This offer will be valid **until** _____, **5:00 p.m.**, and in the event of the Seller's non-acceptance, deposits shall be promptly returned to Purchaser.

3. **FINANCING:** This Contract is not subject to financing.

4. **INSPECTION AND OTHER CONDITIONS:**

The Purchaser is encouraged to seek information from professionals regarding any specific issue or concern about the subject property. **The Purchaser shall have an inspection period to investigate all aspects of the subdivision and to determine if it wishes to terminate this Contract, receiving a full refund of its deposit or to proceed to closing in accordance with the Contract.** The allowable inspection period shall terminate twenty-one (21) days from the date the corners of the subject lot are staked and Tree Tops Lane has been graveled. The Seller shall notify the Purchaser when these conditions are satisfied.

5. **DISPUTES:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to binding arbitration in accordance with the Maine Uniform Arbitration Act. The Seller and Purchaser agree to accept as final the arbitrator's decision.

6. **DEED:** The subject property shall be conveyed by a Warranty Deed subject to

- a. General Taxes for the year of closing and subsequent years.
- b. All grants, covenants, limitations, restrictions, conditions, reservations, and easements of record.
- c. Those matters set forth in the Amended Declaration of Covenants, Restrictions, Easements, Charges and Liens for 64 Pine Hill Road North, recorded in the York Registry of Deeds, as amended.
- d. All grants, covenants, limitations, restrictions, easements and right-of-ways contained on the Subdivision Plan approved by the Town of York and recorded in the York County Registry of Deeds in Plan Book 14806, pages 627-647, as may be amended prior to closing.
- e. Certain matters (being items 9, 10, and 11) on Schedule B, Section 2, of the attached specimen title insurance commitment are not warranted by the Seller. Title insurance is available to Buyer to cover these minor title matters. This paragraph shall survive the closing.

7. **TITLE TO PROPERTY:** If desired by the Purchaser, Purchaser may obtain evidence of title at Purchaser expense. If said evidence of title shows that the Seller is vested with a good and insurable title to the property, subject to: (1) the usual exceptions contained in the American Land Title Association Owners Policy Form as customarily used in Portland, Maine; (2) covenants, limitations, conditions, restrictions, and easements of record; (3) all matters set forth on Schedule B, Section 2, of the attached specimen title insurance policy; and (4) liens and encumbrances to be discharged at or before closing, this transaction shall be closed in accordance with the provisions of this Contract. If evidence of title reveals any defects which are not within the scope of this Contract, the Purchaser shall within ten (10) days of the time of the receipt of such evidence of title, notify Seller in writing of such title defects and the Seller shall have thirty (30) days to cure such defects, in which event this

transaction shall be closed within ten (10) days after delivery of evidence to the Purchaser that such defects have been cured. If the Seller is unable to convey to the Purchaser a good and marketable or insurable title to said property, the Purchaser shall have the right to demand and receive from the Seller all sums deposited hereunder without interest, whereupon all rights and liabilities of all the parties hereto shall cease and this Contract shall be null and void, or the Purchaser shall have the right to accept such title as the Seller may be able to convey, and to close this transaction in accordance with the other terms as stated herein, and without any further recourse against Seller.

8. **CLOSING:** The Purchaser shall pay the balance of the Base Purchase Price and execute all necessary papers to close this transaction the later of
 - a. No later than sixty (60) days from the signing of this Contract by both Purchaser and Seller; or
 - b. No later than fourteen (14) days after project inspecting engineer, Attar Engineering, Inc., certifies the subdivision improvements are substantially complete and that sewer, water and electric utilities are operational.
 - c. **Time is of the essence in this Contract.**
 - d. The closing shall be held at the offices of Attorney John Kugler, Abernaki Park-Suite A-5, 1662 Post Road, Maine 04090, tel. 207-646-9646, or other location in York County Maine designated by the Seller.

9. **RISK OF LOSS:** The risk of loss or damage to said premises by fire or otherwise, until closing, is assumed by the Seller.

10. **CLOSING COSTS:** Unless stated otherwise herein, Seller and Purchaser will be responsible for the following closing costs:
 - a. Preparation of the Deed and one-half of the State of Maine Transfer Tax: Seller.
 - b. Costs of recording any instrument to clear title: Seller.
 - c. The Seller of this property represents that it is considered a resident of the State of Maine; therefore, this sale is not subject to a Withholding Tax payable to the State of Maine.
 - d. The Purchaser will be responsible for one-half of the Maine Transfer Tax, Deed recording costs and the closing agent's \$350 fee and his/her attorney fees.
 - e. If the Purchaser obtains financing, the Purchaser will be responsible for all costs related to such financing, including but not limited to bank application fee; credit report; title examination; title insurance; appraisal fee; preparation of notes and mortgages, mortgage inspection site plan; and lender's attorney's fee.
 - f. The Purchaser is free to obtain title examination and title insurance services from Purchaser's counsel or lender as Purchaser may desire. However, the Seller is offering the following title packages through the law offices of John R. Kugler, should Purchaser so elect:

- i. **CLOSING, TITLE EXAMINATION AND OWNER'S TITLE INSURANCE POLICY (NO LENDER):** The closing, title examination and owner's policy (issued through First American Title Insurance Company) would be offered for a sum equal to \$3.00 per thousand of purchase price. This would include the \$350 closing fee referred to in Paragraph d. above.
 - ii. **TITLE EXAMINATION AND SIMULTANEOUS OWNER'S/LENDER'S TITLE INSURANCE POLICIES:** Where Purchaser's Lender will be closing the transaction, a title examination and simultaneous owner's/lender's title insurance policies (issued through First American Title Insurance Company) would be offered for a sum equal to \$3.00 per thousand of purchase price plus \$100, subject to the additional cost of \$25 for additional ALTA riders required by lender (e.g., an "adjustable note rate" rider). Again, the title examination fee would be included in this price.
- 11. PRORATIONS:** Real Estate Taxes for the current tax year will be prorated on the latest assessment and tax rate. Purchaser and Seller agree to re-prorate the current tax bill if it differs from the closing proration by more than 10%.
- 12. ASSOCIATION:** Purchaser recognizes that in purchasing the Lot, the Purchaser will automatically become a member of the PHN Homeowners Association, and will be subject to the Articles of Agreement and By-Laws of that Association and all the Rules and Regulations enacted by said Association.
- 13. WARRANTY:** The Seller guarantees all workmanship and materials of roads, sewer, water, drainage, and electrical facilities, in the subdivision containing the subject lot, meets industry standards until July 31, 2008. There are no other warranties, express or implied.
- 14. POSSESSION:** Seller shall deliver to Purchaser possession of said premises at closing.
- 15. DEFAULT:** If the Purchaser fails to consummate this transaction, this Contract shall, at the option of the Seller, be terminated, and the Purchaser shall forfeit said earnest money and this shall be the Seller's sole remedy. In the event of default by the Seller, the Seller will refund the full earnest money deposit within ten (10) days of the default and request for a refund from the Purchaser.
- 16. HEIRS /ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
- 17. SATISFACTION OF CONDITIONS HEREIN:** Responsibility for satisfaction of said conditions rests solely on the Purchaser and Seller as applicable, and not on the real estate broker or its agents, if any represent either the Seller or Purchaser. Purchaser and Seller shall make diligent effort to satisfy all conditions herein within the time specified.

- 18. PRIOR STATEMENTS:** This Contract completely expresses the obligations of the parties. **Any other representations, statements, and agreements are not valid unless contained herein.**
- 19. FACSIMILE COPIES:** The parties hereto agree that fully executed and dated facsimile (FAX) or e-mailed copies of this Contract, if utilized, will be binding on the parties as if they were originals.
- 20. PROPERTY DISCLOSURE:** Purchaser acknowledges receipt and review of Seller's property Disclosure Statement and a seven-tab booklet prepared by the Seller titled "Community Information", dated October 1, 2006.
- 21. ASSIGNMENT:** This Contract is not assignable without the express written consent of the Seller, and this consent may be unreasonably withheld.
- 22. AGENCY DISCLOSURE:** The parties acknowledge being informed of the Agency relationships as follows:

The Listing and Selling Agent, Robert Satter of ERA Masiello Group, represents the Seller. Robert Satter holds a Maine Real Estate Broker's license #BR906102 and also is the manager of the Seller, PHN Homes LLC.
The Buyer's Agent is _____
When the transaction involves Disclosed Dual Agency, the parties acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the parties acknowledge prior receipt and signing of the Disclosed Dual Agency agreement.
- 23. ROADS:** The subdivision road, Treetops Lane, is being constructed in accordance with plans approved by the Town of York (Town). The final course of pavement is secured by a cash bond provided to the Town by the Seller. The road will remain private and the homeowners association will be responsible for all maintenance.
- 24. GROWTH and BUILDING PERMITS:** Under the York Residential Growth Ordinance, no more than eighty-four permits a year may be issued. Growth Permit No. ____ is pending for this lot. Potential purchasers should review this Ordinance, which is contained in the Community Information Booklet, and should contact the York Code Enforcement Officer for further information..
- 25. ARCHITECTURAL REVIEW:** Once a growth permit is obtained, a lot owner may not apply to the Town of York Code Enforcement Officer for a building permit until the owner's architectural and site plans have been submitted to the Declarant's Architectural Review Committee as prescribed in the Declaration of Covenants, Restrictions, Easements, Charges and Liens.
- 26. SURVIVAL of CONTRACT PROVISIONS:** The following Sections and provisions of this Contract survive the closing of this sale: Additional Price; 5-Dispute; 6-Deed; 11-

Prorations; 12-Association; 13-Warranty; 23-Roads; 24-Building Permits; and 25-Architectural Review.

Purchaser hereby offers and agrees to purchase the above-described property at the price and upon the terms and conditions set forth.

_____ Social Security # _____
Purchaser

The Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agree to pay the broker as commission for services Four percent (4%) of the sale price when the Deed is delivered and accepted by the Purchasers.

PHN Homes LLC
Federal ID #: 20-4493516

By: _____
Joan Satter, Manager

SELLER DISCLOSURE-LAND ONLY

PROPERTY LOCATED IN THE 64 Pine Hill Road North Subdivision

If your answer is YES to ANY of the three questions below, the 3-page MAR Seller Disclosure Form must be used instead of this one.

- 1. Is there now or has there ever been a structure such as a house on this property? **No**
- 2. Is this property served by a private water supply? KKW Water District
- 3. Is this property served by a private waste disposal system or by a municipal? Ogunquit Sewer District
or quasi-public waste disposal system?

The following answers and explanations are true and complete to the best of my/our knowledge. This statement has been prepared to assist prospective buyers in evaluating my/our property. This disclosure is not meant to be a warranty of the condition of my/our property. I/we authorize the listing Broker in the transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. If the information in this disclosure changes from this date, I/we will notify the listing Broker promptly.

Note to Seller: Do not leave any questions blank. Write n/a (not applicable) or unknown if needed

SECTION I. HAZARDOUS MATERIAL

A. UNDERGROUND STORAGE TANKS-Current or previously existing:

Are there any now, or have there ever been, any underground storage tanks on your property? **No**

IF YES: Are tanks in current use? **No**

IF NO: How long have tanks(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. Of Environmental Protection? **Yes No Unknown**

If tanks are no longer in use, have tanks been abandoned according to D.E.P.? **Yes No Unknown**

Comments: _____

B. OTHER HAZARDOUS MATERIALS-Current or previously existing:

TOXIC MATERIALS: **No** OTHER: _____

LAND FILL: **No**

RADIOACTIVE MATERIAL: **No**

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS? **No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

SECTION II. GENERAL INFORMATION

Are you aware of any encroachments, easements, rights-of-way, leases or restrictive covenants on the property? **Yes**

IF YES: **Each lot is subject to Declaration of Covenants and blanket easements described in Section 6 of the**

Contract.

What is your source of information? **Title policy commitment prepared by Attorney John Kugler.**

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree

Growth, Open Space and Farmland? **No**

Has the property been surveyed? **Yes** If YES, is the survey available? **Yes**

ATTACHMENTS: **Yes No**

Additional Information: _____

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

Seller, PHN Homes LLC Date
Joan Satter, Manager

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

Buyer Date Buyer Date