

RETURN TO:

Doc# 2011009981
Bk 16061 Pg 288 - 291
Received York SS
03/09/2011 10:19AM
Debra L. Anderson
Register of Deeds

WARRANTY DEED Maine Statutory Short Form

That **Dorothy R. Habif Trustee of the Dorothy R. Habif Revocable Family Trust**, of 20 Chestnut Street #N12, Exeter, NH 03833 for consideration paid, grant to **Martha H. Leathe, Trustee of the Martha H. Leathe Revocable Trust** of 1060 State Road, Eliot, ME 03903 with **WARRANTY COVENANTS**, the real estate in Eliot, County of York and State of Maine, described as follows:

A parcel of land together with the buildings and improvements thereon located on the northeasterly side of Brixham Road in the Town of Eliot, County of York, State of Maine, containing 20.32 acres, and being more particularly described as follows:

BEGINNING at a the most northerly corner (located at Brixham Road) of the parcel herein described, being also the most southerly corner of land now or formerly of Bruce A. and Sharon L. Wiggin as described in a deed recorded at the York County Registry of Deeds in Book 3398, Page 289, said corner being an un-marked point in the northeasterly sideline of Brixham Road, located about 400 feet northwesterly from the northerly line of Goodwin Road; thence running North 41° 51' 13" East, along said Wiggin land, 13.63 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302"; thence northeasterly and northwesterly, following the meanders of a stone wall, along said Wiggin land on the following courses and for the following distances:

MAINE R.E. TRANSFER TAX PAID

- North 32° 18' 54" East, 11.79 feet;
- North 37° 30' 59" East, 20.85 feet;
- North 43° 25' 23" East, 29.56 feet;
- North 39° 59' 45" East, 13.33 feet;
- North 14° 56' 36" East, 12.90 feet;
- North 00° 29' 42" West, 11.55 feet;
- North 17° 48' 16" West, 7.17 feet;
- North 54° 40' 08" West, 24.02 feet;
- North 44° 38' 29" West, 96.08 feet;

thence North 43° 42' 38" West, along said stone wall, said Wiggin land and land now or formerly of Jonathan A. Kiper as described in a deed recorded at the York County Registry of Deeds in Book 15096, Page 185, 86.66 feet; thence continuing northwesterly, following the meanders of said stone wall, along said Kiper land on the following courses and for the following distances:

North 41° 35' 22" West, 50.20 feet;
North 44° 15' 07" West, 49.46 feet;
North 42° 00' 56" West, 43.33 feet;
North 44° 44' 43" West, 78.18 feet;
North 46° 27' 07" West, 59.89 feet;
North 54° 10' 33" West, 11.29 feet;
N 42°42'16" W, 66.52 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stonewalls;

thence North 45° 33' 04" East, following a stone wall, along land now or formerly of Robert T. Poole and Janet L. Kelly as described in a deed recorded at the York County Registry of Deeds in Book 14908, Page 675, 65.89 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stone walls; thence North 47° 22' 45" East, following a stone wall, along land now or formerly of Elroy L. and Janice S. Dame as described in a deed recorded at the York County Registry of Deeds in Book 6557, Page 105, 37.23 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stone walls; thence North 45° 53' 53" East, following a stone wall, along said Dame land, 120.81 feet to a found drill hole at a corner in said wall; thence South 66° 09' 01" East, following said stone wall, along said Dame land, 110.89 feet to a point; thence South 62° 08' 35" East, following said stone wall, along said Dame land, 41.95 feet to a point; thence South 64° 42' 05" East, following said stone wall, along said Dame land, 47.22 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" to be set; thence North 41° 33' 28" East, along said Dame land, 505.72 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the corner of two stone walls; (the last four courses and distances along Dame land are based on a retracement of the May 1848 description of the Sarah Ann Raitt dower parcel contained in the probate records of Alexander Raitt – probate docket #15589); thence southeasterly and southwesterly following the meanders of a stone wall, along land now or formerly of Sylvia E. Mackay as described in a deed recorded at the York County Registry of Deeds in Book 9262, Page 249 on the following courses and for the following distances:

South 54° 22' 45" East, 56.78 feet;
South 56° 16' 06" East, 125.12 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stonewalls;
South 54° 58' 18" East, 95.11 feet;
South 57° 35' 09" East, 43.30 feet;
South 54° 42' 06" East, 147.86 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stonewalls;
South 55° 58' 05" East, 138.88 feet;
South 57° 41' 09" East, 82.89 feet to a 5/8" diameter iron rebar with a plastic

identification cap marked "CIVIL CONSULTANTS PLS 1302";

South 53° 58' 51" East, 74.52 feet;

South 55° 08' 20" East, 326.45 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stonewalls;

South 52° 08' 33" West, 108.21 feet;

South 54° 45' 41" West, 78.05 feet;

South 56° 17' 44" West, 60.82 feet;

South 54° 12' 19" West, 19.63 feet;

thence South 67° 16' 04" West, along said stone wall, said Mackay land and land now or formerly of Elaine R. Michaud as described in a deed recorded at the York County Registry of Deeds in Book 9455, Page 292, 138.83 feet; thence continuing southwesterly, following the meanders of said stone wall, along said Michaud land on the following courses and for the following distances:

South 66° 39' 21" West, 143.87 feet;

South 72° 58' 34" West, 73.98 feet;

South 76° 20' 05" West, 41.33 feet;

South 82° 07' 18" West, 49.99 feet;

South 77° 29' 54" West, 25.19 feet;

thence South 71° 39' 53" West, across an opening in said stone wall, along said Michaud land, 13.69 feet to an existing 2" diameter, 8" tall iron pipe which occupies a position defined by Maine State Plane Coordinates (west zone, NAD83), North=119,570.45 feet, East=2,789,808.22 feet; thence South 54° 08' 48" West, passing on line at a distance of 204.92 feet through a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302", a total distance of 409.85 feet to an existing 1" diameter, 8" tall iron pipe with a crimped top at the northeasterly sideline of Brixham Road; thence North 38° 24' 23" West, along said road line, 78.08 feet to the southeast end of a stone wall; thence northwesterly along said road line, following the meanders of said wall on the road-side face on the following courses and for the following distances:

North 49° 19' 41" West, 29.30 feet;

North 41° 42' 41" West, 67.33 feet;

North 45° 27' 14" West, 44.74 feet;

North 61° 54' 57" West, 30.35 feet to the northwest end of said wall;

thence North 51° 02' 00" West, along said road line, 74.23 feet to the POINT OF BEGINNING.

The description contained herein is based on a survey by CIVIL CONSULTANTS, dated February 25, 2011, entitled "BOUNDARY SURVEY OF THE DOROTHY R. HABIF REVOCABLE FAMILY TRUST & PROPOSED BOUNDARY AGREEMENT WITH ELAINE R. MICHAUD, 16 BRIXHAM ROAD AND GOODWIN

ROAD, ELIOT, YORK COUNTY, MAINE", to be recorded at the York County Registry of Deeds.


Meaning to describe and conveying the same premises described in the deed of Dorothy R. Habib to this grantor dated May 18, 2010 and recorded at the York County Registry of Deeds in Book 15873, Page 12. See also the corrective deed of Dorothy R. Habib Trustee to Elaine R. Michaud of even or near date and to be recorded at the York County Registry of Deeds.

I hereby covenant that said Trust is duly organized; that I am the Trustee pursuant to the Declaration of Trust; that said Trust is still in full force and effect; that I have the power thereunder to convey as aforesaid; and that, in making this conveyance, I have, in all respects, acted pursuant to the authority vested in and granted to me therein

Witness my hand this 8th day of March 2011.



Witness



Dorothy R. Habib Trustee of the
Dorothy R. Habib Revocable Family
Trust

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM, ss

March 8, 2011

Then personally appeared the above-named Dorothy R. Habib, in her said capacity as trustee and acknowledged the foregoing instrument to be her free act, before me:

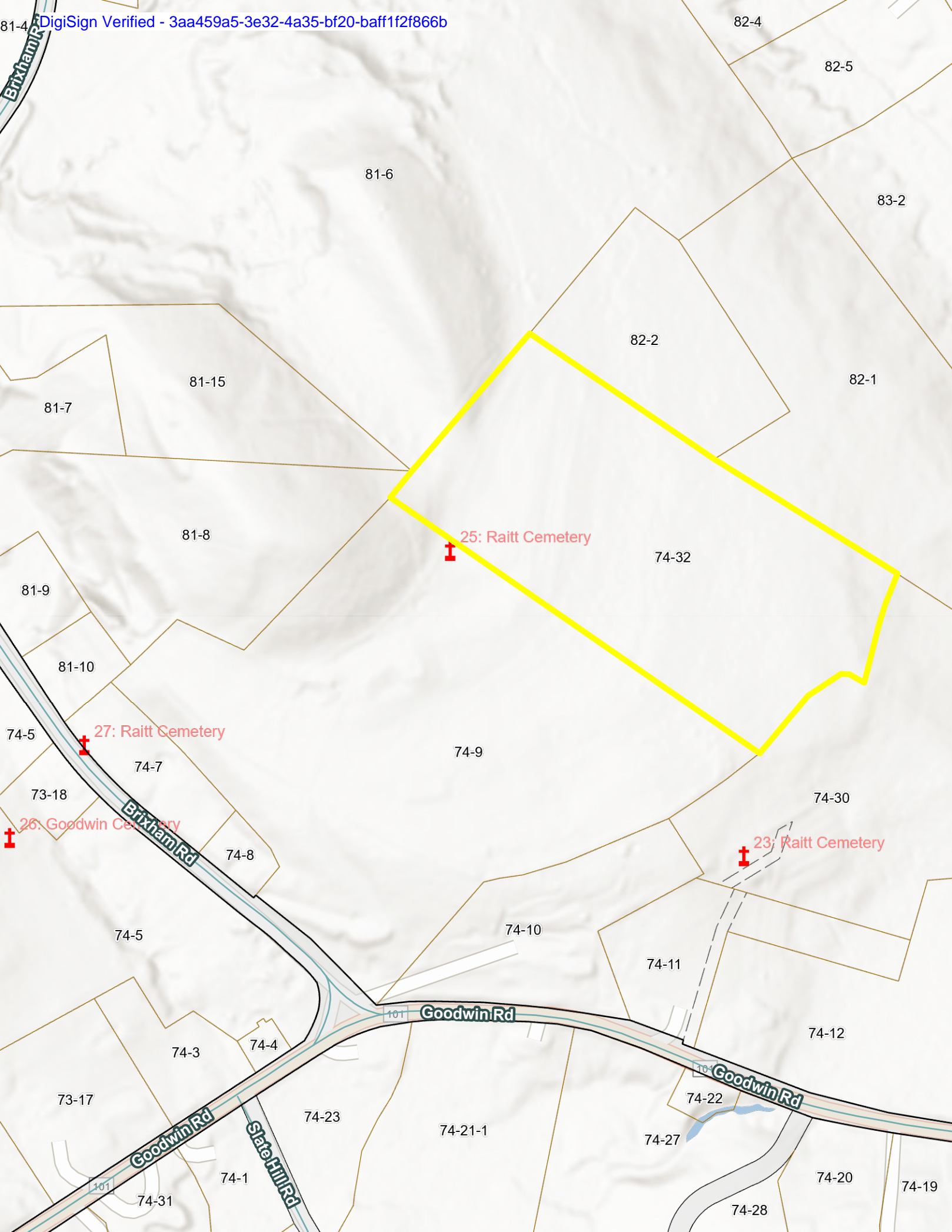




Attorney at Law / Notary Public

End of Document

Jeffrey & Martha Leathe
1060 Brixham Rd.
Eliot, ME 03903-1210
499 →
E



25: Raitt Cemetery

27: Raitt Cemetery

26: Goodwin Cemetery

23: Raitt Cemetery

16 BRIXHAM RD

Location 16 BRIXHAM RD

Mblu 74/ 9/ //

Acct#

Owner LEATHE, MARTHA H
 REVOCABLE TRUST

Assessment \$1,642,500

Appraisal \$1,642,500

PID 2102

Building Count 2

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2025	\$1,418,100	\$224,400	\$1,642,500
Assessment			
Valuation Year	Improvements	Land	Total
2025	\$1,418,100	\$224,400	\$1,642,500

Owner of Record

Owner LEATHE, MARTHA H REVOCABLE TRUST
Co-Owner MARTHA H LEATHE TRUSTEE
Address 16 BRIXHAM RD
 ELIOT, ME 03903

Sale Price \$585,000
Certificate
Book & Page 16061/0288
Sale Date 03/08/2011
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
LEATHE, MARTHA H REVOCABLE TRUST	\$585,000		16061/0288	00	03/08/2011
HABIF, DOROTHY R REVOCABLE TRUST	\$0		15873/0012	1A	05/18/2010
HABIF, DOROTHY R	\$0		2482/0001		03/14/1979

Building Information

Building 1 : Section 1

Year Built: 2012
Living Area: 6,934
Replacement Cost: \$1,374,606
Building Percent Good: 100
Replacement Cost
Less Depreciation: \$1,374,600

Building Attributes	
Field	Description

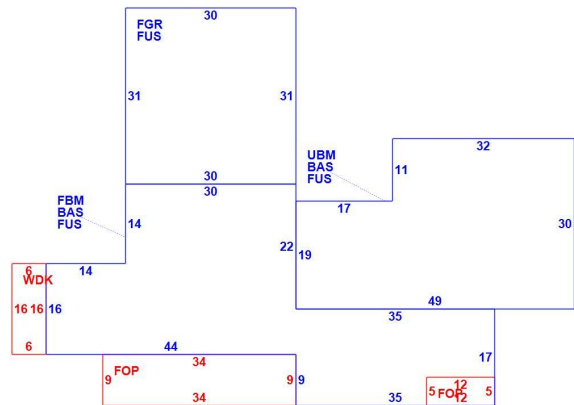
Style:	Modern/Contemp
Model	Residential
Grade:	Very Good
Stories:	2
Occupancy	1
Exterior Wall 1	Wood Shingle
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Gas
Heat Type:	Forced Air-Duc
AC Type:	Central
Total Bedrooms:	5 Bedrooms
Total Bthrms:	3
Total Half Baths:	1
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	Modern
Kitchen Style:	Good
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(https://images.vgsi.com/photos/EliotMEPhotos/\00\00\45\95.jpg)

Building Layout



(ParcelSketch.ashx?pid=2102&bid=4776)

Building Sub-Areas (sq ft)		Legend	
Code	Description	Gross Area	Living Area
FUS	Upper Story, Finished	3,932	3,932
BAS	First Floor	3,002	3,002
FBM	Basement, Finished	1,719	0
FGR	Garage, Framed	930	0
FOP	Porch, Open, Finished	366	0
UBM	Basement, Unfinished	1,283	0
WDK	Deck, Wood	96	0
		11,328	6,934

Building 2 : Section 1

Year Built:	2012
Living Area:	0
Replacement Cost:	\$36,955
Building Percent Good:	100
Replacement Cost	
Less Depreciation:	\$37,000

Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Outbuildings
Model	Residential

DigiSign Verified - 3aa459a5-3e32-4a35-bf20-baff1f2f866b

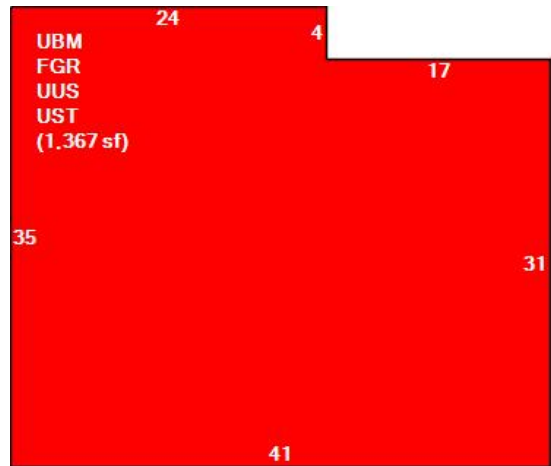
Grade:	Above Avg.
Stories:	2
Occupancy	0
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Wall Brd/Wood
Interior Wall 2	
Interior Flr 1	Concr-Finished
Interior Flr 2	
Heat Fuel	Coal or Wood
Heat Type:	None
AC Type:	None
Total Bedrooms:	00
Total Bthrms:	0
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Num Kitchens	
Cndtn	
Num Park	
Fireplaces	
Fndtn Cndtn	
Basement	

Building Photo



(https://images.vgsi.com/photos/EliotMEPhotos/\00\00\45\96.jpg)

Building Layout



(ParcelSketch.aspx?pid=2102&bid=103390)

Building Sub-Areas (sq ft)			Legend	
Code	Description	Gross Area	Living Area	
FGR	Garage, Framed	1,367	0	
UBM	Basement, Unfinished	1,367	0	
UST	Utility, Storage, Unfinished	1,367	0	
UUS	Upper Story, Unfinished	1,367	0	
		5,468	0	

Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
HRTH	HEARTH	1.00 UNITS	\$1,500	1

Land

Land Use

Use Code 1010

Land Line Valuation

Size (Sqr Feet) 885139

DigiSign Verified - 3aa459a5-3e32-4a35-bf20-baff1f2f866b

Description Single Fam
Zone RD
Neighborhood
Alt Land Appr No
Category

Frontage 0
Depth 0
Assessed Value \$224,400
Appraised Value \$224,400

Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
SHD4	SHED			280.00 S.F.	\$5,000	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2024	\$1,418,100	\$211,600	\$1,629,700
2023	\$1,300,800	\$205,200	\$1,506,000
2022	\$1,298,400	\$205,200	\$1,503,600

Assessment			
Valuation Year	Improvements	Land	Total
2024	\$1,418,100	\$211,600	\$1,629,700
2023	\$1,300,800	\$205,200	\$1,506,000
2022	\$1,298,400	\$205,200	\$1,503,600

DUSTON LEDDY

— REAL ESTATE —

State of Maine Client/Customer Disclosure Acknowledgement

By Signature below, Client/Customer has acknowledged the receipt of the following by way of a text, e-mail, or in print:

- Real Estate Brokerage Relationships Form #3
- Residential Transaction Booklet (Client Only)
- Offers/Counter Offers - Agent-Client Guidelines
 - A. Pages 1-3 (Client Only)
 - B. Page 4 (Customer Only)
- Fair Housing Brochure - Equal Opportunity For AllProtect Your Family From Lead In Your Home Brochure
- Arsenic Treated Wood Pamphlet
- Arsenic Well Water Pamphlet

Buyer/Seller

Date

Buyer/Seller

Date



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now
You Are A
Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following customer-level services:

- To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
To treat both the buyer and seller honestly and not knowingly give false information;
To account for all money and property received from or on behalf of the buyer or seller; and
To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.

You May
Become
A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements create a client-agent relationship between you and the licensee. As a client you can expect the licensee to provide the following services, in addition to the basic services required of all licensees listed above:

services required of all licensees listed above:

- To perform the terms of the written agreement with skill and care;
To promote your best interests;
For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES —
WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- The company and all of its affiliated licensees represent you as a client (called "single agency");
The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "appointed agency");
The company may offer limited agent level services as a disclosed dual agent.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called disclosed dual agency. Both the buyer and the seller must consent to this type of representation in writing.

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember!
Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) 12/28/2025

To Martha Leathe, Jeffrey Leathe
Name of Buyer(s) or Seller(s)

by Melissa Coutu
Licensee's Name

on behalf of Duston Leddy Real Estate
Company/Agency

Maine Association of REALTORS®

Residential Property Transaction Booklet An Informational Guide

---Includes ---

Property Transaction Questions & Answers
List of Professional Associations and Government Agencies



PROPERTY TRANSACTION QUESTIONS AND ANSWERS

The purchase of property is a very significant act for many people. You have taken an important step by contacting a REALTOR® to be your licensee in the transaction. The relationship between buyer and real estate licensee is more satisfying if all parties understand the scope of the responsibilities of each in the transaction.

Your REALTOR® will be assisting you in many ways during the course of your real estate transaction. One of the ways your REALTOR® will help you is by directing you to information sources and specialized professionals who are especially equipped to answer certain questions, perform certain tasks or handle certain aspects of the transaction. During your real estate transaction, you should NEVER arrange for a wire transfer, cut a check, or fill out anything requesting your personal information without speaking to the real estate professional personally by TELEPHONE (on a phone number not in the email) or IN PERSON first. Some issues are also the buyer's or seller's responsibility. To avoid misunderstandings, and to make sure you have adequate information so that you know what to expect, the following questions and answers cover some common issues regarding the responsibilities of the seller, the buyer, the real estate professional and other appropriate professionals.

DISCLOSURE RESPONSIBILITIES

First and foremost, buyers, sellers and licensees have an obligation to deal honestly with each other.

Every property has defects; some small and some large, some obvious and some not so obvious. Some sellers have lived with a defect that they view as unimportant but it may be important to the buyer. This section deals with what must be disclosed and the format in which it must be disclosed.

Question 1: What must a seller disclose about the property?

Answer: A seller must disclose known material defects about the property. Typically, a seller would make these disclosures on a Property Disclosure Form. In virtually all cases, a buyer will discover any problems once the buyer occupies the property. By disclosing all problems up front, the seller can avoid the surprise that many times provokes a lawsuit.

Question 2: What is the Property Disclosure Form?

Answer: Among other things, a Property Disclosure Form asks the seller to list whether or not the various features are in operating condition. It allows a seller to state whether the seller is aware of a variety of common issues such as environmental hazards and other matters that might affect the property. Adding "as is" does not exempt a seller from disclosing known material defects about the property.

Question 3: Must the seller correct the defects in the property?

Answer: No, the seller has no obligation to correct defects, known or discovered unless the seller has agreed to do so in writing. Any correction of the defects is a matter of negotiation as part of the Purchase and Sale Agreement.

Question 4: What are the buyer's responsibilities in the transaction?

Answer: A buyer must take an active role in the transaction. Rather than passively waiting for the seller to volunteer information, a buyer has an obligation to inspect the property and ask questions. All real property and improvements contain defects and conditions which are not readily apparent and which may affect the value or desirability of the property. The buyer should review the Property Disclosure Form with a particular eye to questions answered "unknown" or left unanswered. Keep in mind, the buyer should not rely on the licensee to verify any statements by the seller. Because conditions and defects are often difficult to locate and discover, all buyers should obtain independent inspections by appropriate professionals to ascertain facts important to him or her.

Question 5: What obligation does a buyer have to investigate facts regarding the property?

Answer: The buyer should request any information important to the buyer that could affect the property's value or desirability. Since neither the seller nor the licensees are always aware of a buyer's particular needs, the buyer must request information in areas of interest or importance to the buyer. Some information will be disclosed as a matter of course, but the buyer should at least take responsibility to assure that all important issues are verified and addressed. At the very least, if an issue is not addressed in disclosure documents or other reports, the buyer should affirmatively raise it. One way for a buyer who has employed the services of a buyer's agent to inquire about these issues is to write a list of any such concerns and give the list to the buyer's agent. The agent may not have the information, in which case the agent may direct the buyer to a source or the appropriate professional who can provide the information through inspections or other means. If the buyer never raises an issue, the agent will assume that the disclosure documents cover areas of concern to the buyer. If the buyer is working with a transaction broker, the buyer will need to investigate areas of concern on their own.

Question 6: What are the real estate brokerage agency's disclosure responsibilities in the transaction?

Answer: A real estate brokerage agency employed by a seller as their agent shall treat all prospective buyers honestly and may not knowingly give false information and shall disclose in a timely manner to a prospective buyer all material defects pertaining to the physical condition of the property of which the real estate brokerage agency knew or, acting in a reasonable manner, should have known. A real estate brokerage agency is not liable to a buyer for providing false information to the buyer if the false information was provided to the real estate brokerage agency by the seller and the real estate brokerage agency did not know, or acting in a reasonable manner, should not have known that the information was false. A real estate brokerage agency is not obligated to discover latent defects in the property.

Since conditions and defects are often difficult to locate and discover, and since the licensee often relies on the statements of the owner of the property, the licensee does not guarantee, and in no way assumes responsibility for, the condition of the property.

An agent representing a buyer shall disclose to the buyer material facts of which an agency has actual knowledge or, if acting in a reasonable manner, should have known concerning the transaction. However, the buyer is still obligated to conduct his/her own inspection of the physical condition of the property.

Question 7: How does a buyer protect him or herself from defects after closing?

Answer: There are home warranties and other insurance policies available that cover certain types of defects. These are usually purchased separately. Neither the seller nor the licensees involved warrant the condition of the property against defects that occur or are discovered after closing, unless they specifically agree in writing. Though the seller and the licensees must make certain disclosures, this does not mean that the seller or licensees warrant the property to be free from defects or agree to correct defects which occur or are discovered after the closing. Requesting contingencies and inspection rights are critical to a buyer as they enable a buyer to ascertain the condition of the property before closing and negotiate possible solutions to any problems before electing to go forward with the transaction.

INSPECTIONS AND INVESTIGATIONS

Question 8: Since the seller must make disclosures, is it still necessary for the buyer to obtain inspections and investigate the property?

Answer: Yes. Many times the seller does not know about a defect or problem. For example, a seller may not be aware that a repair was done incorrectly and therefore the problem still exists. Alternatively, something that may be unimportant to the seller (i.e., a defect that they have lived with for years) may be an issue for the buyer. The seller's disclosure may also not reveal issues of importance to the buyer. An inspection by an appropriate professional can help the buyer determine the condition of the property and address issues that the buyer deems important.

Question 9: Does a buyer have a responsibility to obtain information about the property?

Answer: Yes. A buyer must inspect the property and ascertain facts through diligent attention and observation. A buyer should make careful observations, examine the property and request or otherwise obtain any records important to the buyer. These requests should be made in writing.

Question 10: Does the licensee have a responsibility to obtain information about the property?

Answer: A licensee listing a property which is either residential, a residential lot, a commercial property with a residential component, or a licensee representing a buyer in such a transaction, when the property is not listed with an agency, shall ask the seller for information about the water supply, heating system, waste disposal system and known hazardous materials.

Question 11: What types of non-physical conditions should the buyer investigate?

Answer: The type and scope of the investigation the buyer makes will depend on the specific needs of the buyer. A buyer may have various plans for the property, such as remodeling, renting or other use. Since neither the seller nor the licensees involved may know of the buyer's intent, the buyer needs to satisfy him or herself as to these matters. The following are just some of the property's non-physical conditions that the buyer may wish to address:

- Governmental requirements and limitations
- Absence of required governmental permits, inspections, certificates, or other determinations affecting the property
- Limitations, restrictions, and requirements affecting the use of the property
- Rent and occupancy restrictions
- Neighborhood or area conditions
- Schools
- Proximity and adequacy of law enforcement, crime statistics, proximity of registered sex offenders and/or other criminals
- Proximity to fire protection and other governmental services
- Proximity to commercial, industrial, or agricultural services
- Existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source (wind power development, natural gas pipelines, etc.)
- Wild and domestic animals; other nuisances, hazards or circumstances
- Possible lack of compliance with any governing documents or homeowners' association requirements
- Adequacy and condition of common areas and facilities of common interest developments (e.g., condominiums)
- Violations of governing documents of homeowners' association requirements of common interest developments
- Information regarding homeowners' associations, including, but not limited to, minutes, financial statements, pending special assessments, claims, and litigation
- Conditions and influences of significance to specific cultures and religions, or to the personal needs, requirements and preferences of the buyer

Since a buyer may have a wide range of concerns, including non-physical aspects of the property, a buyer desiring additional information or investigation of issues should discuss these with the licensee and, if the licensee consents to inquiring further, should get a written agreement to that effect. Many times, the licensee will respond with directing a buyer to the appropriate inspector or consultant.

Question 12: Is the seller required to fix defects that are discovered as a result of any inspection prior to closing?

Answer: Generally the answer is no, but it really depends on the Purchase and Sale Agreement. Unless specifically agreed to in writing, a sale of real estate does not include any warranty as to any system, component, or aspect of the property. Licensees do not warrant the property or its features.

Question 13: Is the seller required to fix defects that are discovered after the transaction closes?

Answer: Generally no. This is why it is so important that buyers follow through with their obligation to investigate the property before completing the transaction. As stated earlier, licensees do not warrant the property or its features and a seller does not warrant any system, component, or aspect of the property unless he or she specifically agrees to do so in writing. Defects or problems that occur after the transaction closes are the responsibility of the new owner. Home warranty or maintenance policies can be purchased to cover some items. Homeowners' insurance may also cover damage caused by certain defects.

Question 14: What aspects of the property should the buyer investigate?

Answer: The buyer should investigate every physical or non-physical aspect of the property and surrounding neighborhood about which he or she is concerned. The following are some, but not all, of the conditions the buyer should investigate or inspect and which professionals are qualified under each category:

Item	What It Covers and Explanation	Appropriate Professional
Size	Square footage, room dimensions	Licensed or Certified Appraiser; Buyer measurement if square footage is of a material consideration in purchase.
Age of Structure and Additions	Age of property improvements	Municipal records
Waste Disposal System	Age, location, type, size, adequacy, capacity and condition of sewer and septic systems and components. Compliance with Local and State codes.	Municipal and State records; Code Enforcement Officer of Town; licensed soils evaluator (scientist); local plumbing inspectors
Water Supply (public & private)	Water quality, quantity, availability and use restrictions. Performance of well systems and components. Roots growing onto pipes in public systems.	General Building Inspectors, Water Quality Testing Labs, Well and Water Consultants, Well and Drilling Contractors, Local Water Utilities
Condition of Structure, Systems and Components	Built-in appliances, foundation, roof, plumbing, heating, air conditioning, electrical systems, mechanical, security, pool/spa, other structural and non-structural systems and components. Personal property if included in the sale. Insulation, energy efficiency of the property	General building inspector, other licensed contractors to answer your specific concerns, Energy Consultant/Inspector.
Chimney	Structure of the interior and the exterior of the chimney.	Chimney sweeps, fire department, Level II inspectors, State Fire Marshal's office, building inspector.
Property Lines and Boundaries; Lot Size	Property lines and boundaries. Fences, hedges, walls, and other natural or constructed barriers or markers should not be relied on to establish property boundaries. Lot size.	Registries of deeds, Municipal records, licensed surveyor to establish boundaries through staked survey

Encroachments, Setbacks, Floodplain, Easements	Boundaries and land issues affecting the property	Mortgage loan inspection, surveyor, Registry of Deeds, Municipal records, title attorney, Federal Emergency Management Agency (FEMA)
Land Use, Zoning & Other Codes	Compliance with existing codes (e.g., building, fire, plumbing & electrical), permitted uses (e.g., subdivisions, expansions), setbacks, restrictions, land use, erosion control, shoreland zoning and resource protection, compliance with Americans with Disabilities Act (ADA), endangered species/natural habitat	Code Enforcement Officers, Local and State Agencies, Surveyors, Appraisers
Current Use Property Tax Programs	Tree Growth, Farmland, Open Space, Working Waterfront	Local assessors, Maine Revenue Services Property Tax Division, Maine Department of Agriculture, Conservation & Forestry
Title Issues	Liens, Easements, Restrictions, Association/Condominium Restrictions, Covenants, Private Road issues (e.g., private road maintenance), Types of Deeds, Types of Ownership	Title Attorneys, title insurance companies, Association/Condominium officers
Environmental Hazards and Issues on the property and Surrounding Areas	Any concerns you may have about environmental issues inside & outside the property and surrounding areas including but not limited to Air Quality (e.g., radon, asbestos, odors), contaminated soil and water (e.g., MBTE, radon, arsenic, uranium, lead), fuel or chemical storage tanks, hazardous waste (e.g., dump site, junk yards, methamphetamine), electromagnetic fields, nuclear sources, neighborhood noise issues	Local, State & Federal Agencies; Environmental Consultants; Water Quality laboratories; general building inspectors.
Lead-Based Paint	Testing for presence of lead in paint, dust, soil, water, and/or any other areas in or around the property	Lead inspector, lead assessor, general building inspector
Mold	Inspecting for presence of moisture problem which may have led to mold or moisture issues	Home inspector, Certified Industrial Hygienist
Property Stigmas	Any influences or occurrences that might be of concern to you, such as death, suicide, supernatural phenomena, fire or crimes.	Local media, law enforcement agencies, fire departments, neighbors, previous owners, local historical societies.
Neighborhood & Community Issues	School, crimes, municipal services, medical services, utility availability, sex offender registration	Municipal officials, school districts, chambers of commerce, law enforcement agencies, hospitals, local utility companies (e.g., telephone companies, cable companies, power companies)

Question 15: How should a buyer select other service professionals such as a building inspector or attorney?

Answer: There are many professionals and service providers (including lending institutions, loan brokers, title insurers, title and closing companies, inspectors, structural pest control companies, contractors and home warranty companies) who assist buyers. Unless otherwise agreed, the person hiring the provider ultimately makes the selection. Service providers should be selected based on their qualifications, the scope of their service, satisfaction of previous clients and the price of their service. Keep in mind that if licensees provide the buyer or seller names of providers or other professional persons, (1) the licensees do not guarantee the performance of any providers, and (2) the buyer and seller are free to select providers other than those referred or recommended by the licensees. Many service providers are members of professional trade associations. A list of such associations and/or governmental agencies overseeing the provider's function is located at the end of this booklet.

Question 16: How do I select a home inspector?

Answer: As with any professional, a buyer will want to check a home inspector's references and ask questions, such as whether the inspector has any licenses, carries professional liability insurance, belongs to a professional trade association and provides written reports. Buyers should find out what items the inspector's report covers to ensure that items important to the buyer will be addressed. The scope of the report and any limitations or disclaimers should also be examined. An appraiser is not a home inspector.

Question 17: What are the different water tests?

Answer: Standard water test kits include several different options for testing a property's water supply. The testing lab can screen the sample for as little or as much as they are directed to do. The cost will vary depending on what tests they are required to perform. Water can be determined to be "drinkable" but still contain elements that cause odors, coloration, staining of fixtures or laundry and taste problems. In addition, governmental authorities are warning about possible health issues resulting from the presence of elements such as radon, lead, arsenic, uranium, and magnesium in the water supply. Buyers should think carefully about the types of tests they want performed on the property's water supply and not simply rely on the standard tests performed at the request of a lender.

Question 18: How much is too much arsenic in water and wood?

Answer: When well water is tested for arsenic, the testing lab will often report how much is present as the number of milligrams of arsenic per liter of water (a liter is about a quart). Shorthand for milligrams per liter is "mg/L." The standard is adopted by the U.S. Environmental Protection Agency to protect the water quality of public water systems. The Maine Center for Disease Control (formerly Bureau of Health) has created brochures explaining arsenic in water and arsenic in wood - *Arsenic in Well Water Brochure and Fact Sheet: Arsenic Treated Wood*. Sellers must provide these brochures to buyers. Those can be found on the Internet at <http://www.maine.gov/dhhs>, then search for "arsenic".

Question 19: What can I do if my water has high arsenic levels?

Answer: If the arsenic level in your water is greater than their standard, the Maine Center for Disease Control recommends that you stop using your well water for drinking and preparing food. Bottled water can be used for these purposes as a quick way to decrease the amount of arsenic getting into your body. Arsenic is rather quickly removed from your body. Most of the arsenic in your body will be gone several days after stopping use of water for drinking and cooking. Do not attempt to remove arsenic from water by boiling.

Which treatment system or combined systems are best for you will depend on several factors, such as: 1) how high your arsenic water levels are and therefore how much needs to be removed; 2) whether you want to treat all water coming into the house or just water at one or two sinks; and 3) the chemistry of your water - some treatment systems do not remove certain forms of arsenic very well. Cost of systems can range from \$500 to \$3000 dollars. A water treatment specialist should always be consulted prior to buying a water treatment system; and always retest your water after installing a new system to make sure the arsenic has been removed.

Question 20: What is radon?

Answer: Radon is an invisible and odorless gaseous radioactive element. Real estate licensees are not generally qualified to advise purchasers on radon or its health or safety risks. Obtain the services of a qualified and experienced professional to conduct inspections and tests regarding radon.

Question 21: What is asbestos?

Answer: Asbestos is a common form of magnesium silicate which was used in various construction products due to its stability and resistance to fire. Asbestos exposure (caused by inhaling loose asbestos fibers) is associated with various forms of lung disease. Real estate licensees are not generally qualified to advise purchasers on asbestos or its health or safety risks. Obtain the services of a qualified and experienced professional to conduct inspections and tests regarding asbestos.

Question 22: What are the lead paint disclosure requirements?

Answer: The Residential Lead-Based Paint Hazard Reduction Act of 1992 requires the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most residential housing built before 1978. The disclosure obligations of this law must be met before ratification of a contract for sale or lease. The requirements can be summarized as follows:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers and tenants.
- Sellers and landlords must give buyers and renters a pamphlet published by HUD/EPA entitled "*Protect Your Family From Lead in Your Home*".
- Homebuyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense, if desired. The number of days can be changed by mutual consent.
- Sales contracts and leasing arrangements must include certain federal and state mandatory lead warning statements to ensure that disclosure and notification actually took place.

Failure to comply with these laws can result in fines, penalties and significant civil liability.

Question 23: What is an Energy Audit and Why is it Important?

Answer: An energy audit is an in-depth inspection and assessment, by a trained auditor, of the energy systems and uses within a home. Among the factors considered are heating and cooling, windows, doors, insulation, appliances, and lighting. The resulting report contains a wealth of information about the dwelling's energy use at the time of the audit. However, perhaps even more useful and important is the information in the report that details the improvements that can be made to a residence to increase its energy efficiency. To find a registered energy auditor: www.energymaine.com.

Question 24: What is the difference between a survey and a mortgage loan inspection?

Answer: A mortgage loan inspection is not a survey. It is a land surveyor's professional opinion, based only on limited information, of the location of the property's improvements relative to the apparent boundary lines of the properties. The purpose of the mortgage loan inspection is to determine the absence of any obvious boundary problems so that the title insurer can provide boundary title insurance coverage for the lender. It is prepared for the lender and its title insurer, not the property owner. If the property owner wants to determine the boundaries of the property, a full boundary survey would be needed. With a full boundary survey, a land surveyor is certifying what the actual boundaries are, as opposed to a mortgage loan inspection where the land surveyor is only making a limited certification as to what the boundaries appear to be.

Question 25: Why does the Purchase and Sale Agreement have a blank for the type of Deed?

Answer: In Maine, there are three general forms of deeds that an individual seller can provide: Warranty Deed, Quitclaim Deed with Covenant, and Quitclaim/Release Deed (there are also special deed forms for certain types of sellers such as a Trustee's Deed for Trusts and a Personal Representative's Deed for an estate). Although it is a matter for negotiation, sellers generally only want to give a buyer the same form of deed as they received. Buyers often mistakenly assume that title will only be clear if the seller agrees to give a Warranty Deed (if they demand some other form of deed there must be a title problem) and that without a Warranty Deed they will not be able to get owner's title insurance. Those assumptions are incorrect. Any of these deeds will convey whatever interest the seller owns in the real estate. The only difference is the recourse the buyer will have against the seller if they later discover a title issue for which there was no exception taken in the deed. With a Warranty Deed, the buyer will have full recourse against the seller. With a Quitclaim Deed with Covenant, the buyer will only have recourse against the seller if the issue was created by the seller, and there is no recourse against the seller with a Quitclaim/Release deed. An owner's title insurance policy can be issued regardless of the form of deed, so the deed form has become less significant now that most buyers purchase title insurance and filing a claim under the policy is easier than pursuing remedies against the seller under the deed covenants.

Question 26: What are the protected classes in Maine?

Answer: Federal and State laws require that properties be offered for sale or lease without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007. In addition, licensees may not ask or answer questions related to AIDS.

Question 27: What do I need to know about Mold?

Answer: The Centers for Disease Control (CDC) has developed FAQ's about molds available at: <http://www.cdc.gov/mold/stachy.htm> The information below was excerpted from that document.

Q1. I heard about toxic molds that grow in homes and other buildings. Should I be concerned about a serious health risk to me and my family?

The term "toxic mold" is not accurate. While certain molds are toxigenic, meaning they can produce toxins (specifically mycotoxins), the molds themselves are not toxic, or poisonous. Hazards presented by molds that may produce mycotoxins should be considered the same as other common molds which can grow in your house. There is always a little mold everywhere - in the air and on many surfaces. There are very few reports that toxigenic molds found inside homes can cause unique or rare health conditions such as pulmonary hemorrhage or memory loss. These case reports are rare, and a causal link between the presence of the toxigenic mold and these conditions has not been proven. A common-sense approach should be used for any mold contamination existing inside buildings and homes. The common health concerns from molds include hay fever-like allergic symptoms. Certain individuals with chronic respiratory disease (chronic obstructive pulmonary disorder, asthma) may experience difficulty breathing. Individuals with immune suppression may be at increased risk for infection from molds. If you or your family members have these conditions, a qualified medical clinician should be consulted for diagnosis and treatment. For the most part, one should take routine measures to prevent mold growth in the home.

Q2. How do molds get in the indoor environment and how do they grow?

Mold spores occur in the indoor and outdoor environments. Mold spores may enter your house from the outside through open doorways, windows, and heating, ventilation, and air conditioning systems with outdoor air intakes. Spores in the air outside also attach themselves to people and animals, making clothing, shoes, bags, and pets convenient vehicles for carrying mold indoors. When mold spores drop on places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding, they will grow. Many building materials provide suitable nutrients that encourage mold to grow. Wet cellulose materials, including paper and paper products, cardboard, ceiling tiles, wood, and wood products, are particularly conducive for the growth of some molds. Other materials such as dust, paints, wallpaper, insulation materials, drywall, carpet, fabric, and upholstery, commonly support mold growth.

Q3. How do you get the molds out of buildings, including homes, schools and places of employment?

In most cases mold can be removed from hard surfaces by a thorough cleaning with commercial products, soap and water, or a bleach solution of no more than 1 cup of bleach in 1 gallon of water. Absorbent or porous materials like ceiling tiles, drywall, and carpet may have to be thrown away if they become moldy. If you have

an extensive amount of mold and you do not think you can manage the cleanup on your own, you may want to contact a professional who has experience in cleaning mold in buildings and homes. It is important to properly clean and dry the area as you can still have an allergic reaction to parts of the dead mold and mold contamination may recur if there is still a source of moisture.

Q4. How do you keep mold out of buildings and homes?

As part of routine building maintenance, buildings should be inspected for evidence of water damage and visible mold. The conditions causing mold (such as water leaks, condensation, infiltration, or flooding) should be corrected to prevent mold from growing.

Specific Recommendations: a) Keep humidity level in house below **50%**; b) Use air conditioning or a dehumidifier during humid months; c) Be sure home has adequate ventilation, including exhaust fans in kitchen and bathrooms; d) Use mold inhibitors which can be added to paints; e) Clean bathroom with mold killing products; f) Do not carpet bathrooms; g) Remove and replace flooded carpets.

Question 28: If I am planning to put in a new driveway or entrance onto a state road what do I need to know?

Answer: There are standards for getting permits for the construction and maintenance of entrances onto any state highway or state aid highway. The Maine Department of Transportation (MDOT) was given authority to limit the number, spacing, design, location and construction of driveways and entrances onto state highways in order to maintain existing posted speeds and ensure safe travel. Given the increased sight distances and driveway separation requirements, lot owners who anticipate accessing onto state highways may have difficulty getting permits even though their parcel satisfies the town's minimum lot size and minimum road frontage requirements. The availability of the access permit should be explored early on in the development process. For further information on these rules, contact DOT at (207) 624-3600 or the MDOT website at www.maine.gov/mdot/traffic/drivewaypermits.

Question 29: How can insurance availability/affordability affect the real estate transaction?

Answer: The affordability and availability of insurance affects both buyers and sellers. Buyers will typically be obtaining mortgage financing to pay the purchase price of the property. The lender will require that there be property insurance to cover their interest in the property. If proof of insurance is not available at closing the lender will likely refuse to release the funds and therefore delay or even derail the transaction, either of which can impose both inconvenience and cost to both the buyer and seller. Even in a "cash" transaction the buyer may be hesitant to complete a transaction where insurance is not available to cover the buyer's equity in the property.

Question 30: At what point in a transaction should I apply for homeowner's insurance?

Answer: You should apply immediately after a contract has been accepted. Due to changes in the insurance industry, you may experience difficulty in securing homeowners insurance. Various issues including multi-family properties, rentals, island/coastal, homes with 60 AMPs, diving boards, vicious dogs (including mixed breeds), trampolines, age of home/roof, and a wide range of systems areas including the roof, wiring and heating systems - and others could be problematic from an insurance standpoint. In addition, the insurance industry has access to a database named CLUE that tracks historical information on claims made by an insured or on specific property. Properties with a claims history will be problematic for future buyers. In addition, some vendors are now using credit scoring, bad pay on prior policies, bankruptcy, and history of filing claims as additional underwriting tools. Starting the insurance process early may ensure ability to provide adequate time for addressing any area of difficulty that may arise with insurers.

Question 31: Is a chimney inspection recommended?

Answer: The National Fire Protection Association, a private association that drafts codes for fire safety, recommends conducting a "Level II" inspection of the chimney. A Level II inspection is a comprehensive inspection including all accessible portions of the chimney, inspection of the chimney, particularly if a chimney fire has occurred or a new heating system/source has been added and an inspection has not been conducted. It includes areas within accessible attics, crawl spaces and basements and accessible portions of appliance and chimney connections which include inspection by video scanning or other means of inspection. Home inspectors, chimney cleaning companies and installers of solid fuel-burning appliances (woodstoves, gas inserts, etc.) may have inspectors available who are familiar with the NFPA Standard for Level II inspections. The State Fire Marshal's Office's web site is www.state.me.us/dps/fmo/ or contact (207) 626-3880.

Question 32: What are the requirements of Maine's Smoke and Carbon Monoxide Detector Law in the purchase of a home?

Answer: Maine law requires that owners of a single-family dwelling built after January 1982, to properly install smoke detectors, if not already present, in areas as designated in the manufacturers requirements. Owners of a single family dwelling in which a restoration or addition was made after September 19, 1985 must install smoke detectors, if they are not already present, even if it was built prior to 1982. Smoke detectors are to be installed in a building converted to a single-family occupancy after September 19, 1985 if they are not already present. The purchaser of a single-family or multi-family dwelling(s) must certify that they shall properly install smoke detectors in the building, if not already present, within 30 days of acquisition or occupancy of the dwelling(s), whichever is later.

At present, unless a single-family dwelling had done an addition or restoration to the dwelling adding one bedroom after September 12, 2009, or had converted another structure over to a single family dwelling after September 12, 2009, they do not have to install a carbon monoxide detector. It is recommended that carbon monoxide detectors be installed in these occupancies. The purchaser of a single-family or multi-family dwelling(s) must certify that they shall properly install carbon monoxide detectors in the building, if not already present, within 30 days of acquisition or occupancy of the dwelling(s), whichever is later. This includes single-family dwellings in which the previous owner did not have to, by law, install a carbon monoxide detector.

Question 33: Smoke Detectors: What kind and how many?

Answer: A smoke detector installed within 20 feet of a bathroom or kitchen must be a photo electric type detector but smoke detectors in bedrooms may be ionization type detectors. Smoke detectors are to be installed in each unit of an apartment building. All rental units are to install smoke detectors. This includes single-family dwellings rented on a seasonal basis for a week, two weeks, a month, etc.

Question 34: Carbon Monoxide Detectors: What kind and how many?

Answer: Carbon monoxide detectors must be powered by the electrical service in the building by plugging them in a wall outlet or by having them hardwired in by an electrician. In either case, the detector must have a battery backup as an alternative source of power in the event the building loses electrical service.

Single-family dwellings along with all rental units, including apartments and seasonally rented single-family dwellings are to install CO detectors in each area within, or giving access to, the bedrooms. This means you can put one in each bedroom or in the hallway or room in which a person travels through to reach a bedroom(s). It is strongly recommended that no CO detector be placed in excess of 15 feet of any bedroom door.

Question 35: Why is mediation referenced in the Purchase and Sale Agreement?

Answer: Mediation is a way to resolve contractual disputes without litigation. It can save the expense and time involved with litigation, and allows the parties to discuss potential ways to resolve a dispute with the assistance of a trained, professional mediator. While the parties do agree to participate in a mediation, they are not bound to agree to a resolution as part of that mediation. Parties may go to court if mediation is not successful. The process for mediation is outlined on the MAR website at <http://www.mainerealtors.com>, under Member Resources and Documents You Ask For.

Question 36: What is a significant wildlife habitat?

Answer: The State of Maine set up protections for valuable waterfowl and wading bird habitat and shorebird feeding and roosting areas under the Natural Resources Protection Act (NRPA). The Maine Department of Inland Fisheries and Wildlife (DIF&W) identified inland waterfowl and wading bird habitats throughout the state as having "high to moderate value." These habitats are comprised of a complex of freshwater wetland and open water areas plus a 250 foot wide area surrounding the complex where the birds nest (Note: on great

ponds, only the upland area that is within the 250 feet of the freshwater wetland is included as part of the habitat). This means there is a 250 foot zone around waterfowl and wading bird habitats (as described above) that require either a Permit By Rule (PBR) through the Maine Department of Environmental Protection (DEP) for activities in existing developed areas, or if not previously developed a landowner must apply for a full individual NRPA permit through DEP. DIF&W has identified essential “staging area” habitats (where the birds feed and rest) where concentrations of shorebirds congregate during migration periods. The shorebird feeding area includes the intertidal area used for feeding and a 100 foot buffer area which is measured from the edge of the coastal wetland, and includes nearby upland areas. The shorebird roosting area includes the intertidal area used for feeding, the roosting area, and a 250 foot buffer area which is measured from the edge of the roosting area, and includes nearby upland areas. Like the inland waterfowl and wading bird habitats, activities in the shorebird feeding (100 foot area) and roosting areas (250 foot area) require either a PBR for activities in an existing developed area, or if not previously developed a landowner must apply for a full individual NRPA permit through DEP. DIF&W has also identified certain intertidal areas along the coast as high or moderate value to waterfowl and wading birds. This tidal habitat is limited to the identified tidal habitat area and is located within the coastal wetland, which was previously regulated as a protected natural resource under NRPA.

Question 37: How do you know if your property contains a significant wildlife habitat?

Answer: DEP and MDIF&W have produced screening maps (available at www.maine.gov/dep under keyword “birds”) for each organized municipal jurisdiction; however, these are not exact maps down to each lot of land within a municipality. For a specific lot to be identified as having or not having a significant wildlife habitat a site-specific assessment by DEP is recommended. Call DEP at (207) 287-3901 to request a site assessment.

Question 38: What kinds of activities are regulated within each habitat?

Answer: The following regulated activities in a Significant Wildlife Habitat require a permit: Dredging, bulldozing, removing or displacing soil, sand, vegetation or other materials; Draining or otherwise dewatering the habitat; Filling; or Any construction, repair or alteration of any permanent structure.

Question 39: What about cutting or removing vegetation in a shorebird habitat?

Answer: In a shorebird feeding area cutting or removal of vegetation is prohibited except when it meets the same vegetative screening standards that apply under Shoreland Zoning within 75 feet of a coastal wetland 2 (as detailed in DEP's Shoreland Zoning guidelines, Chapter 1000, which are available at www.maine.gov/dep under keyword “shoreland zoning”). These standards are applied to the entire 100-foot feeding area buffer. And cutting or removal determined necessary by DEP in order to conduct other activities approved by DEP that are done in accordance with NRPA standards such as avoidance, minimization, and no unreasonable impact. In a shorebird roosting area all cutting or removal of vegetation must be done in consultation with DIF&W. The only allowable instances are for the removal of a safety hazard, cutting to allow a meandering footpath no more than 6 feet wide that does not create a cleared line of sight to the water, and cutting or removal determined necessary by DEP in order to conduct other activities approved by DEP that are done in accordance with NRPA standards such as avoidance, minimization, and no unreasonable impact. The DEP may not approve cutting to create a view unless DEP determines that there will be no unreasonable impact on the habitat.

Question 40: What is a vernal pool, why are they important, and what happens if I have one on my property?

Answer: Vernal pools are shallow depressions that usually contain water for only part of the year. Vernal pools serve as essential breeding habitat for certain species of wildlife, including wood frogs, spotted and blue-spotted salamanders and fairy shrimp. Loss of vernal pools and the habitats around them can lead to a decrease in certain species. Vernal pools with high value for wildlife are called "significant vernal pools" and are protected by law under the Natural Resources Protection Act (NRPA). An activity in, on, or over these areas must avoid unreasonable impacts on the significant vernal pool habitat and obtain permission from the DEP, through a Permit by Rule or individual NRPA approval. For more info on NRPA, copy of the rules addressing significant vernal pools, application forms and related materials, go to: <https://www.maine.gov/dep/land/nrpa/vernalpools/> .

Question 41: What are the requirements for a property located in a shoreland zone?

Answer: For many years, sellers of property that have subsurface waste water disposal systems located in a shoreland zone have had to certify whether the system has malfunctioned within 180 days of closing. In addition, since 2007 there have been additional requirements imposed on systems in coastal shoreland zones, and on January 1, 2020, those additional requirements are imposed on all subsurface waste water disposal systems. Thus, the buyer is required to have the system inspected by a certified inspector prior to purchase or, if impossible due to weather conditions, within nine months after transfer unless: a) the system was installed in compliance with current rules and regulations within three years prior to closing; b) the seller has had an inspection done within three years prior to closing; or c) the buyer certifies to the local plumbing inspector that they will be replacing the system within one year of closing. If the seller has had an inspection done within the prior three-year period they are required to provide it to the buyer. If an inspection is required and it finds that the system is malfunctioning, it must be repaired or replaced within one year of closing. Commonly asked: (1) What triggers application of the new requirements? The trigger is the system being located in the shoreland zone, not the property or the residence. (2) What is the shoreland zone? An area within 250 feet of the normal high-water line of any coastal waters, lakes, ponds, rivers, streams and many wetlands. (3) Who is eligible to do the inspection? Inspections have to be done by "certified" inspectors. The Division of Environmental Health within DHHS maintains a "List of Certified Septic System Inspectors" which is available online at www.maine.gov/dhhs/eng/plumb/lists.htm. (4) Is there any reporting requirement? There is no filing or reporting requirement imposed on the buyer or the inspector.

Question 42: What is the "Registration of Farmland Act" and what impact can it have on abutting properties?

Answer: The Registration of Farmland Act is a state law originally passed in 1989 allowing farmers to register their farmland (parcels of 5 or more acres meeting certain minimum annual income thresholds) and provide notice of that registration to owners of abutting land (parcels larger than 1 acre that were located within 100 feet of the registered farmland). Once notified, the owner of the abutting land could not construct a residence or put in a well within 100 feet of the farmland. Very few farms registered during the original 1990/1991 registration period. In 2012, the Legislature amended the Act to re-open the registration process on an on-going basis any time after July 1, 2012. These new registrations will be effective for only 5 years but can be renewed for additional 5-year periods (with new notification to abutters). Original 1990/1991 registrations will expire April 1, 2013 but can be renewed for additional 5-year periods the same as new registrations. For new registrations, notice must be provided to owners of abutting land within 50 feet of the registered farmland and, once notified, the only prohibition for the owner of the abutting land is that no well can be placed within 50 feet of the registered farmland. The registrations will be recorded in the Registry of Deeds and will be binding on subsequent owners of the abutting land.

Question 43: If I am planning landscaping or yard work in a shoreland zone, what do I need to know?

Answer: First, you need to determine if the property is in a shoreland zone (fresh or salt water) by reviewing municipal records. If yes, effective January 1, 2013, any activity that adds or displaces more than one cubic yard of soil in the shoreland zone, must either 1) be done by a certified contractor, or 2) a person trained and certified in erosion control by the Department of Environmental Protection (DEP) must be on-site while the activity is being done. The law does not apply to homeowners doing the work themselves. For a list of erosion control certified contractors: www.maine.gov/dep/land/training/cccec.html

Question 44: What do I need to know about flood insurance?

Your mortgage lender may require you to purchase flood insurance in connection with your purchase of a property. The National Flood Insurance Program provides for the availability of flood insurance and establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Recent changes to federal law (The Biggert-Waters Flood Insurance Reform Act of 2012 and the Homeowner Flood Insurance Affordability Act of 2014, in particular) will result in changes to flood insurance premiums that are likely to be higher, and in the future may be substantially higher, than premiums paid for flood insurance prior to or at the time of sale of the property. As a result, purchasers of property should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after completion of the purchase. In considering purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, current and anticipated future flood insurance premiums, whether the prior owner's policy may be assumed by a subsequent purchaser of the property, and other matters related to the purchase of flood insurance for the property. You may also wish to contact the Federal Emergency Management Agency (FEMA) at <http://www.fema.gov/national-flood-insurance-program> or the town office where the property is located for more information about flood insurance as it relates to this property. For more information about flood insurance and the National Flood Insurance Program (NFIP): www.floodsmart.gov

Question 45: What are the State of Maine's property tax relief programs?

- 1) Current Land Use Programs: Maine has four "current use" programs which offer the property owner a reduction in their assessed value: Tree Growth, Farm Land, Open Space and Working Waterfront. Criteria must be met for each program in order to be eligible, and any future change in the use of the land which would cause disqualification would result in a penalty. Removal from the program would result in changes to property tax payment liability. Apply at the local town office where the property is located. Additional information: https://www.maine.gov/revenue/propertytax/propertytaxbenefits/current_use.htm
- 2) Property Tax Exemptions: Certain classes of property are tax exempt by law. Fully exempt property tax may include real estate or personal property owned by governmental entities, school systems, and other institutions. Partially exempt property tax relates to the following categories: Homestead Exemption, Veteran Exemption, Paraplegic Veteran, and Blind Exemption. Apply at the local town office where the property is located. For more information: <http://www.maine.gov/revenue/propertytax/sidebar/exemptions.htm>
- 3) Property Tax Fairness Credit: Eligible Maine residents can claim the Property Tax Fairness Credit on the Maine Individual Income Tax Form 1040ME beginning in January, 2014. To learn more: <https://www.maine.gov/revenue/taxrelief/ptfcssummary.htm>
- 4) Business Equipment Tax Exemption Program (BETE) and Business Equipment Tax Reimbursement Program (BETR): These are programs designed for property tax relief for eligible business equipment and qualified business property. Maine Revenue Services has additional information: <http://maine.gov/revenue/propertytax/propertytaxbenefits/bete.htm> .

Question 46: What if the property/land I am purchasing is in Maine's Tree Growth Tax program?

The owner of a parcel of land of at least 10 forested acres used primarily for growth of trees to be harvested for commercial use may elect to participate in the Tree Growth program which results in the land being taxed at a significantly reduced rate. If land currently in Tree Growth is withdrawn from the program, the assessor will impose a penalty on the owner. If a parcel resulting from a sale is less than 10 forested acres in area, that parcel will be considered withdrawn from the program and the penalty will be assessed against the seller. If the parcel exceeds the 10 forested acres and you withdraw it from the program, you will be have to pay the penalty.

In order to participate in the program, a forest management and harvest plan must be prepared and updated every 10 years. The plan is a written document that outlines activities to regenerate, improve and harvest a standing crop of timber. It must be prepared by a licensed professional forester or the landowner and then reviewed and certified by a licensed professional forester. The landowner has to file a sworn statement with the municipal assessor that a forest management and harvest plan has been prepared for the parcel, must comply with the plan on an on-going basis, and every 10 years must submit to the municipal assessor a statement from a licensed professional forester that the landowner is managing the parcel according to the plan.

When land in the program is transferred to a new owner, the buyer must file with the municipal assessor, within one year of the date of transfer, either: 1) a sworn statement indicating that a new forest management and harvest plan has been prepared; or b) a statement from a licensed professional forester that the land is being managed in accordance with the plan prepared for the previous landowner.

Question 47: What are some issues I need to be aware of if I purchase an existing condo?

Answer: The Maine Condominium Act requires the seller of an existing condominium unit to provide a buyer with a copy of the current Condominium Declaration, Bylaws and Rules/Regulations and an original Resale Certificate. The Resale Certificate is obtained by the seller directly from the condominium association and will describe the amount of the condo fees and how often they are due, any other fees or anticipated expenditures, the amount of current capital reserves, a copy of the most recent balance sheet and operating budget, whether the association has to sign off on the sale and other general information about the condominium. You will have a minimum of five calendar days (or longer if negotiated with the seller) from receipt to review the information and if any of it is unacceptable you can cancel your purchase contract. Any fees charged by the Association for preparation and delivery of the Resale Certificate have to be paid by the seller. However, if your lender or closing agent requires an updated Resale Certificate later in the process, or any other documentation such as completion of a condominium questionnaire, you will be required to pay any fees associated with obtaining those. It is also a good idea to obtain information from the seller as to what is included in the condo fees and what has to be paid separately (i.e. water, sewer, insurance, etc.). In addition to the above information, you may also want to review minutes of association and/or board of directors meetings going back several months. These can raise questions that might indicate ongoing management issues or matters that could result in condo fee increases or special assessments or otherwise impact the overall financial condition of the condominium.

CONCLUSION

Selling or purchasing a property is an important step in one's life. All parties involved play a role in obtaining the information to make informed decisions regarding the property. It is critical that the buyer and seller actively participate in this process to ensure that their needs are addressed.

Professional Associations and Governmental Agencies

Note: Information about the following organizations was correct at the date of publication, but is subject to change.

- State of Maine website for all departments and licensing divisions - <http://www.maine.gov>
- American Society of Home Inspectors - <https://www.homeinspector.org/>
- Association of Engineering Geologists, New England Chapter - <https://www.aegweb.org/group/NE>
- Fair Housing: Maine Human Rights Commission - (207) 624-6290
- Fair Housing: US Department of Housing and Urban Development - https://www.hud.gov/program_offices/fair_housing_equal_opp
- Floodplain/Flood Zone - FEMA Maps - <http://msc.fema.gov>
- National Flood Insurance Program (NFIP) - <http://www.floodsmart.gov>
- Maine Center for Disease Control, Division of Environmental Health, Childhood Lead Poison Prevention Program, - (207) 287-4311
- Maine Bureau of Health, Indoor Air Quality (Radon, Asbestos) - (207) 287-5676; Drinking Water Program (Arsenic, Uranium) - (207) 287-4311
- Maine DEP (Erosion Control) - <http://www.maine.gov/dep/land/training/cccec.html>
- Maine DEP (vernal pools) - <https://www.maine.gov/dep/land/nrpa/vernalpools/>
- Maine Department of Public Safety, State Bureau of Identification (Sex Offender Register) - (207) 624-7240 - <http://sor.informe.org/sor>
- Maine Indoor Air Quality Council (Mold) - (207) 626-8115 - <http://www.maineindoorair.org>
- Maine Municipal Association - (207) 623-8428 - <http://www.memun.org>
- Maine Revenue Services: Current Use Property Tax Programs (Tree Growth, Farmland, Open Space, Working Waterfront) - https://www.maine.gov/revenue/propertytax/propertytaxbenefits/current_use.htm
- Maine State Board for Licensure of Architects, Landscape Architects and Interior Design - (207) 624-8603
- Maine State Board of Certification for Geologists and Soil Scientists - (207) 624-8603
- Maine State Board of Licensure for Professional Land Surveyors - (207) 624-8603
- Maine State Board of Real Estate Appraisers - (207) 624-8603 - <http://www.state.me.us/pfr/professionallicensing/professions/appraisers>
- Maine State Board of Registration for Professional Engineers - (207) 287-3236 - <http://www.maine.gov/professionalengineers/>
- Maine State Certified Lead Inspectors list - (207) 287-7751 <http://www.maine.gov/dep/waste/lead/documents/leadinspectors.pdf>
- Maine Water Utilities Association - (207) 623-9511 - <http://www.mwua.org/>
- International Association of Certified Home Inspectors - <https://www.nachi.org/>
- National Lead Information Center - (800) 424-5323
- U.S. Department of Housing & Urban Development, Office of Lead Based Paint Abatement & Poisoning Prevention - 451 7th Street, Room B 133, SW, Washington, DC 20410 - (202) 755-1785
- U.S. Environmental Protection Agency New England - General Information Number - (888) 372-7341
- U.S. Environmental Protection Agency - <https://www.epa.gov/me>
- Chimney Sweeps - https://www.maine.gov/dps/fmo/sites/maine.gov.dps.fmo/files/inline-files/chimney_sweeps_5_07_19.pdf;
Chimney Safety Institute of America - <http://www.csia.org/homeowners.htm>
- State Fire Marshal's Office - (207) 626-3880 - <http://www.maine.gov/dps/fmo/>

Maine Association of REALTORS®
19 Community Drive, Augusta, ME 04330
(207) 622-7501 or info@mainerealtors.com

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CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you for example, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: (207) 622-2902 -- Bangor: (207) 947-6670 -- Portland: (207) 774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

DEPARTMENT OF PROFESSIONAL & FINANCIAL REGULATION
OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION
MAINE REAL ESTATE COMMISSION
REAL ESTATE TRANSACTIONS
OFFERS/COUNTER OFFERS - GUIDELINES
 Approved June 2014

Guiding Principles - Seller/Buyer Client

<ul style="list-style-type: none"> • Communicate early and often 	<p><i>When taking a listing or entering into a buyer representation agreement the agent should explain to the client how offers and counter offers are handled and the possibility of multiple offers.</i></p>
<ul style="list-style-type: none"> • The agent advises - the client decides 	<p><i>The decisions about how offers will be presented, negotiated and ultimately accepted or rejected are made by the client - not the agent. All offers must be communicated and agent must keep client informed of stated interest in property.</i></p>
<ul style="list-style-type: none"> • Offers and counter offers in writing 	<p><i>Offers and counter offers should be in writing to ensure that the terms, time frames and legal obligations of the parties are understood. Written counter offers should include a specific time period for acceptance. Withdrawal of a written offer or counter offer should be made in writing.</i></p>
<ul style="list-style-type: none"> • Terms of offers and counter offers are confidential 	<p><i>The terms of offers and counter offers may not be disclosed by agent without the prior written consent of both the seller and buyer. Disclosing that a full price offer has been made is disclosing a term and is a violation.</i></p>
<ul style="list-style-type: none"> • The existence of an offer is not confidential 	<p><i>Disclosing that an offer has been made or that an offer may be received is not confidential information.</i></p>
<ul style="list-style-type: none"> • Full-price offer does not obligate the seller to accept the offer 	<p><i>Listing property for sale is an invitation from the seller for buyers to make offers. The seller is not obligated to sell the property even if a buyer makes a full price, cash offer.</i></p>
<ul style="list-style-type: none"> • No priority to offers 	<p><i>The first or highest offer made does not bind or otherwise limit the seller to act upon that offer before considering any other offers.</i></p>
<ul style="list-style-type: none"> • Agent communication 	<p><i>Agents should make reasonable efforts to keep cooperating brokers informed, consistent with client's instructions.</i></p>
<ul style="list-style-type: none"> • Agents are not attorneys 	<p><i>Agents should advise clients to seek legal counsel from attorneys regarding any questions about the legal status of an offer or contract.</i></p>

The Seller Client - An informed seller will be ready to make the right decision when an offer or multiple offers are received.

When taking the listing:

- *Discuss seller's motivation for selling.*
- *Discuss impact of current market conditions, i.e., season, types of financing, length of time on market.*
- *Review Guiding Principles (on page one).*
- *Explain that multiple offers may be received and that the client decides whether to disclose the existence of other offers to other agents and/or buyers.*
- *Confirm that decisions about how offers will be presented, negotiated and ultimately accepted or withdrawn will be made by the seller - not the agent.*

When the offer is received:

- *Discuss the terms of the offer(s) - if multiple offers, compare terms.*
- *Inform seller of any other interest in the property.*
 - ✓ *Potential of other offers*
 - ✓ *Scheduled showings*
 - ✓ *Recent showings that may require follow-up.*
- *Seller may instruct agent to keep the existence of offers or interest confidential.*

Seller's options - one offer:

- *Accept, reject, counter, delay during time for acceptance, seek out other offer or do nothing.*
- *Explain pluses and minuses of each option - including the potential of a buyer withdrawing an offer during a delay.*

Seller's options - multiple offers:

- *Accept one offer.*
- *Reject all offers and encourage "best" offers.*
- *Counter one offer (may withdraw counter, in writing, prior to acceptance) - do not inform other buyers.*
- *Delay during time for acceptance.*
- *Alert one or more buyers that they are in a multiple offer situation.*
- *Reject all offers.*
- *Do nothing.*
- *Consider the pluses and minuses of each option - delaying or inviting all buyers to make their "best" offer may produce better offer(s) or may discourage buyers who may withdraw.*

The Buyer Client - An informed buyer will be ready to make the right decision when making an offer.

When entering into a buyer agent agreement:

- *Discuss buyer's motivation for purchasing.*
- *Discuss current market conditions, i.e. season, types of financing, average length of time for properties on the market.*
- *Review Guiding Principles (on page one).*
- *Explain that multiple offers may be made on one property. In those situations, only one offer may result in a sale and one (or more) buyer(s) may be disappointed.*
- *Explain that buyer agent may have more than one client interested in the same property. In those situations, buyer agent will notify all clients who have expressed an interest in the property of any other interest and/or that an offer has been made.*
- *Explain that seller is not obligated to acknowledge, counter or reject an offer and may inform other buyers of existence of an offer or may do nothing.*
- *Confirm that decisions about how offers will be negotiated and presented or withdrawn will be made by the buyer - not the agent.*

When the offer is made - discuss with buyer the possibility of multiple offers:

- *Initial offer may be the only opportunity to buy.*
- *Inform buyer of any other interest in property buyer agent is aware of, even if from other clients of buyer agent who have expressed an interest in the property. Remind buyer client that buyer agent will notify those other clients that an offer has been made (terms and conditions remain confidential).*
- *There is no requirement that the buyer be informed by the seller or listing agent of the existence of other offers.*
- *Seller has the right to negotiate with only one buyer at a time and not reveal this to other buyers.*
- *The agent may not disclose the terms of buyer's offer but the existence of the offer may be communicated to other buyers.*
- *Seller may accept an offer on terms other than the price.*
- *All buyers may be notified to present their "best" offer - buyer may choose to:*
 - ✓ *make different offer*
 - ✓ *leave original offer*
 - ✓ *withdraw offer in writing if period for acceptance is current*
 - ✓ *do nothing.*

Offers and Counter Offers - FAQ's (Customer Status)

A customer is a buyer or seller not represented by a real estate licensee in a transaction.

1. *What should I expect when I make or receive an offer?*

- Offers, counter offers or withdrawal of an offer should be in writing;
- Terms of offers and counter offers are confidential;
- The existence of an offer is not confidential;
- A full-price offer does not obligate seller to accept the offer;
- There is no priority to offers.

2. *I'm ready to make an offer. Who can prepare the offer for me?*

The listing agent (the seller's agent) or another licensee can perform ministerial acts* for a buyer such as filling in the blanks on the company's purchase and sale agreement

3. *Can I ask the listing agent (seller's agent) to tell me if other offers have been submitted to the seller?*

You can ask, but the listing agent is not required to answer your question. The listing agent has fiduciary duties to the seller client; the seller client may authorize the agent to inform you of the existence of other offers.

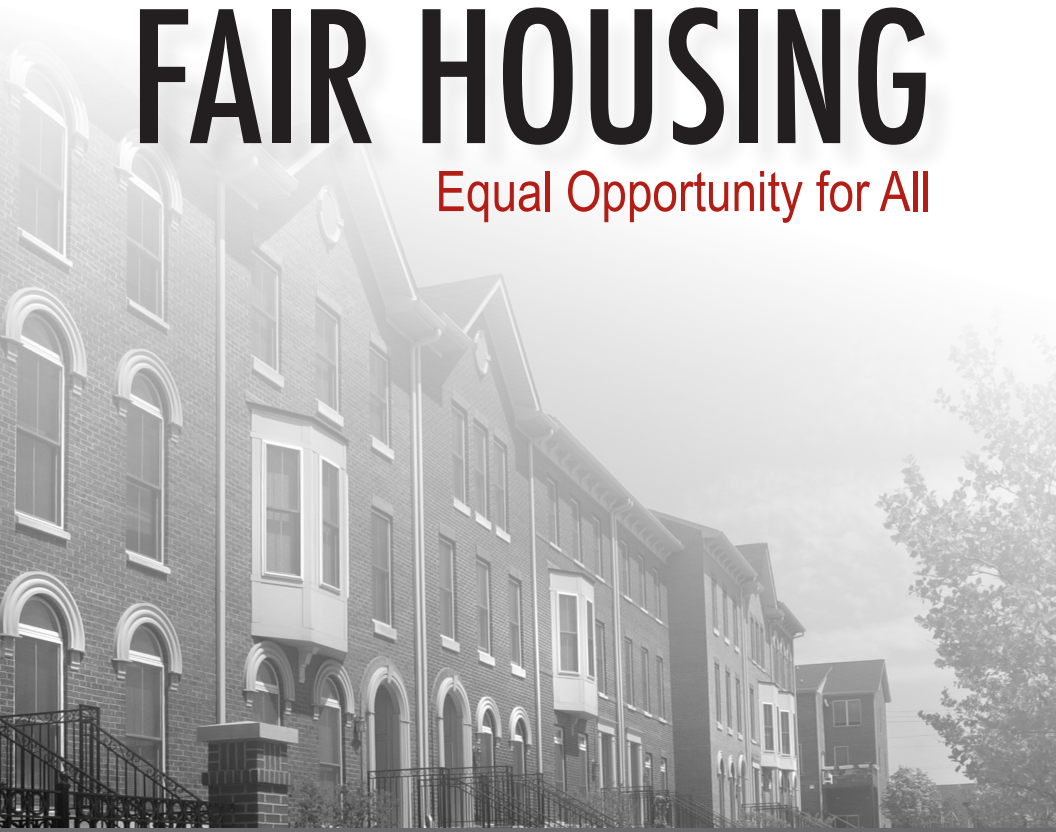
4. *Can I ask a licensee for advice about offers I make or receive?*

You can ask, but licensee may not provide advice to or counsel a customer.

****"Ministerial acts" means those acts that a real estate brokerage agency performs for a person who is not a client and that are informative or clerical in nature and do not rise to the level of active representation on behalf of the person.***

FAIR HOUSING

Equal Opportunity for All



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Please visit our website: www.hud.gov/fairhousing



FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation’s federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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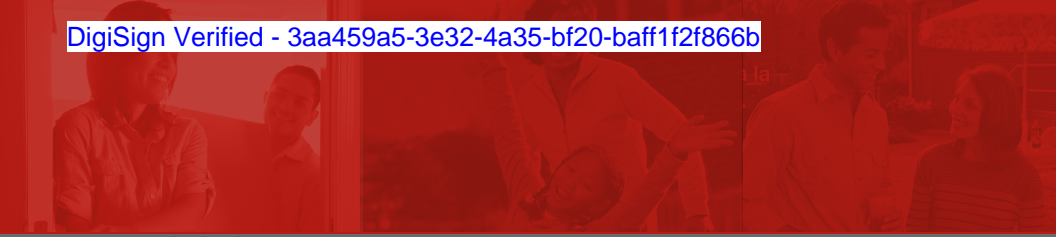
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FAIR HOUSING Equal Opportunity for All

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and

FAIR HOUSING Equal Opportunity for All

- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

FAIR HOUSING Equal Opportunity for All

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

FAIR HOUSING Equal Opportunity for All

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091 x2493
Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)
U.S. Department of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone 1-800-765-9372
Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)
U.S. Department of Housing and Urban Development
801 Cherry Street
Suite 2500, Unit #45
Fort Worth, TX 76102-6803
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:

DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185

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If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are “substantially equivalent” to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the “substantially equivalent” State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD’s referral, or HUD may retrieve (“reactivate”) the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD’s investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

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- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

Notes

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FAIR HOUSING Equal Opportunity for All

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For Further Information

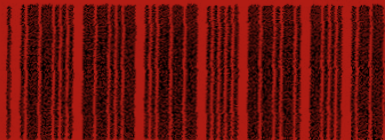
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



02305





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

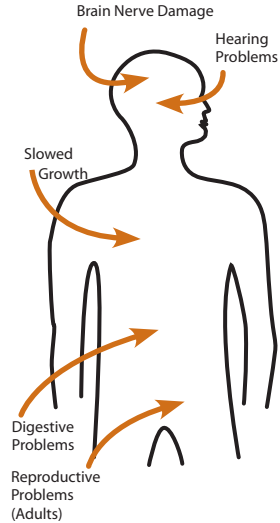
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Fact Sheet: Arsenic Treated Wood

Maine CDC
Environmental and
Occupational Health Program

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- NEVER burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
www.maine.gov/dhhs/
eohp

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

Have you tested your well water for arsenic?



Your water looks, smells and tastes fine. So why do you need to test it?

It is hard to believe that water that looks, smells and tastes fine may not be safe to drink. But the truth is that 1 in 10 wells in Maine has water that is high in arsenic. There are wells high in arsenic in all parts of Maine.

Protect your family. Test your well for arsenic every 3 to 5 years.

How to Test Your Well Water

1. Call a lab.

- Call a certified lab and ask for an arsenic test kit for your well water. You can find a lab at this website: wellwater.maine.gov. Or call the Maine Lab Certification Officer at 207-287-1929.
- If you have never tested your well water for bacteria, nitrites and nitrates, or other chemicals like radon, uranium and fluoride, ask your lab for a test kit for all of these.

2. Do the test.

- Your test kit will arrive in the mail. It will have empty bottles, directions and forms to fill out.
- Follow the directions and mail the bottles back to the lab with the forms.

3. Get your results.

- Your test results will come to you in the mail.
- If you have too much arsenic in your water, or if you are not sure you understand your test results, call 866-292-3474 (toll-free in Maine) or 207-287-4311 to speak to an expert.

Why Arsenic is Bad

People who drink water with too much arsenic for many years are more likely to get cancer. Arsenic can cause skin, bladder and lung cancers.

It may cause low birthweight and affect brain development in babies if pregnant women drink water with too much arsenic in it. Arsenic can also affect brain development in young children. Other problems from drinking water with very high arsenic levels include: stomach pain, nausea, diarrhea, numbness or tingling in the hands and feet and changes in skin.

Your chance of having any of these health problems depends on:

- how much arsenic is in your water;
- how much water you drink;
- how long you have been drinking the water.

Solving Arsenic Problems

There are actions you can take to protect your family if your water has too much arsenic. First, you can switch to bottled water for drinking and making drinks. This will allow you time to decide if you want to install a water treatment system.

Call us at 866-292-3474 (toll-free in Maine) or 207-287-4311 if you have high arsenic. We can help you decide how to solve the problem.

Protect your family. Test your well.

- For more information: wellwater.maine.gov
- Call for advice: **866-292-3474** • TTY: **Call Maine Relay 711**



EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: **Duston Leddy Real Estate**

DISCLOSURE PROVISIONS

APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are Melissa Coutu and holds a Active Associate Broker Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s). Yes No

DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
 - the willingness or ability of Seller to accept less than the asking price;
 - the willingness or ability of Buyer to pay more than has been offered;
 - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
 - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent. Yes No

Page 1 of 4 Seller's Initials _____

COMPENSATION:

Agency commissions are not set by law and are fully negotiable.

In consideration of Agency's agreement to list and promote the sale of (all part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of Eliot, County of _____, State of Maine, located at

16 Brixham Road (Map Lot 74/9 & 74/32) and described in deed(s) recorded at said County Registry of Deeds in Book(s) 16061 & 17832, Page(s) 288 & 227, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ TBD, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay this Agency a listing commission of \$ _____ or **4.000** % of the purchase price, whichever is greater.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency. Agency and Seller select the following:

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency. Agency and Seller select the following:

CUSTOMER

Yes No If Buyer is a customer of Listing Agent and is not working with any other Agent or Agency, Seller agrees to pay this Agency an additional \$ _____ or **1.000** % of the purchase price, whichever is greater.

BUYER'S AGENCY

Yes No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.

Yes No This Agency's policy is to share compensation with Buyer agencies.

Yes No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to Buyer agencies for this transaction in the range of _____ % to _____ % of the purchase price.

TRANSACTION BROKERS

Yes No This Agency's policy is to cooperate with other agencies acting as transaction brokers.

Yes No This Agency's policy is to share compensation with transaction brokers.

Yes No If Yes, Seller consents to this Agency's policy of offering cooperative compensation to transaction brokers for this transaction in the range of _____ % to _____ % of the purchase price.

DIRECT PAYMENT TO BUYER AGENCY

Yes No In addition to the listing commission above, Seller agrees to offer and/or market a direct payment to a Buyer agency.

(If Yes, select ONLY ONE below)

Seller chooses not to specify an amount at this time.

Seller agrees to offer a direct payment to Buyer agency in the amount of \$ _____ or _____ % of the purchase price, unless otherwise agreed to in a purchase and sale agreement.

BUYER CONCESSIONS

Yes No In addition to the listing commission above, Seller agrees to offer and/or market concessions towards Buyer's pre-pays, points and/or closing costs.

(If Yes, select ONLY ONE below)

Seller chooses not to specify an amount at this time.

Seller agrees to offer \$ _____ or _____ % of the purchase price towards Buyer's pre-pays, points and/or closing costs, unless otherwise agreed to in a purchase and sale agreement.

DISCLOSURE OF AGENCY COMPENSATION POLICIES

Yes No This Agency's policy is to compensate other agencies.

Yes No If Yes, this Agency's policy is to compensate all other real estate brokerage agencies in the same manner.

Yes No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

TERM:

This Agreement begins on December 28, 2025 and will expire on December 31, 2026 ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. Carryover Date: All rights under this paragraph shall expire on March 31, 2027 (by statute cannot exceed 6 months from expiration).

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by Warranty deed.
- To authorize a "For Sale" sign on the property. Yes No
- To authorize the advertising of the property. Yes No
- To authorize use of a key and/or a lock box on the property. Yes No
- To authorize Agency to divulge the existence of offers on or interest in the property. Yes No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes. Yes No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale. Yes No
- To authorize inclusion of street address of the property on Internet display to the public. Yes No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites. Yes No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites. Yes No
- This property is monitored by audio and/or video surveillance equipment. Yes No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the 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 Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.
- Seller authorizes the disclosure of information herein to Maine Listings, closing agent, and lender, if any, upon request for verification and compliance purposes.

Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and _____ are included with the sale except for the following: **no exceptions.**

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: N/A

Other Conditions: **The Seller(s) hereby instructs to market the property off-market and not list the property on the Multiple Listing Service (MLS) until further notice. The property will be marketed off-MLS through alternative marketing strategies (e.g., private showings, direct outreach to potential buyers, buyers agents, etc.)**

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet Yes No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received a final protection order pursuant to Title 19-A, section 4110 or pursuant to a substantially similar provision of the law of another state or nation.

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.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. 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.

Seller Martha H Leathe, Trustee of the Martha H Leathe Revocable

Seller _____

Seller _____

Seller _____

SELLER(S) Mailing Address: **16 Brixham Road, Eliot, ME 03903**

SELLER(S) Phone Number(s): _____

SELLER(S) E-mail Address: _____

SELLER(S) Fax Number(s): _____

Accepted by AGENCY on _____ (Date)

By: _____

Name: **Melissa Coutu**

Its Authorized Signer



CYBER / WIRE FRAUD ADVISORY

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you for example, joe@acme.com becomes joe@acrne.com a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination

In every real estate transaction, Buyer and Seller are advised to:

- **Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.**
- **Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.**
- **Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.**
- **Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).**

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at www.ic3.gov. Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination

Return to:

DEBRA L. ANDERSON, REGISTER OF DEEDS
Bk 17832 PG 227
Instr # 2018045712
10/29/2018 11:53:13 AM
Pages 3 YORK CO



WARRANTY DEED

Maine Statutory Short Form

I, **Sylvia E. MacKay**, of 500 Goodwin Road, Eliot, Maine 03903, for consideration paid, grant to **Martha H. Leathe, Trustee of the Martha H. Leathe Revocable Trust**, with an address of 16 Brixham Road, Eliot, Maine 03903, the real property in the Town of Eliot, County of York, and State of Maine, more particularly bounded and described as follows:

A certain unimproved tract or parcel of land situated in the Town of Eliot, County of York, State of Maine, situated northerly of, but not adjacent to, Goodwin Road (Route 101) and northeasterly of, but not adjacent to, Brixham Road, being a portion of land of Sylvia E. MacKay, described in a deed from Sylvia E. MacKay, personal representative of the estate of Edson Ernest MacKay, dated January 11, 1999, and recorded in Book 9262, Page 249 of the York County Registry of Deeds and being more particularly described as follows:

BEGINNING at the most westerly corner of the parcel herein described, being also the most northerly corner of land of the Grantee as described in a deed recorded at the York County Registry of Deeds in Book 16061, Page 288, and also being a point in the southeasterly line of land now or formerly of Elroy L. and Janice S. Dame as described in a deed recorded at the York County Registry of Deeds in Book 6557, Page 105, said corner being marked by a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set in a stone wall corner;

THENCE, FROM SAID POINT OF BEGINNING, running southeasterly along a stone wall and said land of the Grantee the following nine courses and distances: S 54°22'45" E, 56.78 feet; S 56°16'06" E, 125.12 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stone walls; S 54°58'18" E, 95.11 feet; S 57°35'09" E, 43.30 feet; S 54°42'06" E, 147.86 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stone walls; S 55°58'05" E, 138.88 feet; S 57°41'09" E, 82.89 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302"; S 53°58'51" E, 74.52 feet;

MAINE R.E. TRANSFER TAX PAID

S 55°08'20" E, 326.45 feet to a 5/8" diameter iron rebar with a plastic identification cap marked "CIVIL CONSULTANTS PLS 1302" set at the intersection of three stone walls;

Thence turning and running generally northeasterly, severing the land of the Grantor by the following courses and distances: N 40°16'14" E, 184.49 feet to a drill hole set in the southeasterly end of a stone wall; and continuing along said stone wall, the following seven courses and distances: N 55°46'50" E, 41.05 feet to a set drill hole; N 56°01'55" E, 55.52 feet to a set drill hole; S 85°19'20" E, 22.43 feet to a set drill hole; S 57°40'24" E, 40.90 feet to a set drill hole; N 14°17'56" E, 151.77 feet to a set drill hole; N 17°28'33" E, 50.64 feet to a point at a bar way; N 22°25'10" E, 79.64 feet to a set drill hole in the end of said wall and land now believed to be of Bruce W. Staples and formerly belonging to Stephen Ferguson and also to Nathan Ferguson;

Thence turning and running northwesterly by said Staples/Ferguson land and land now or formerly of Bruce W. Staples as described in a deed recorded at the York County Registry of Deeds in Book 7509, Page 146, the following seven courses and distances: N 57°45'11" W, 135.26 feet to a drill hole set in the southeasterly end of a stone wall; N 56°20'22" W, along said wall, 50.29 feet to a drill hole set in the northwesterly end of said stone wall; N 57°01'13" W, 250.68 feet to a drill hole set in the southeasterly end of a second stone wall; N 56°58'21" W, along said second wall, 156.64 feet to a drill hole set in the northwesterly end of said second stone wall; N 57°06'16" W, 131.20 feet to a drill hole set in the southeasterly end of a third stone wall; N 57°21'33" W, along said third wall, 156.56 feet to a drill hole set at an intersection with a fourth wall which runs southerly; N 58°06'42" W, along said third wall, 177.57 feet to a drill hole set at a corner with a fifth wall which runs northeasterly;

Thence turning and running southwesterly by other land now or formerly of Bruce W. Staples as described in a deed recorded at the York County Registry of Deeds in Book 4994, Page 265, then touching land now or formerly of James R. Valhouli as described in a deed recorded at the York County Registry of Deeds in Book 17160, Page 935 (at a point), then by land of Dame as referenced above, across a short gap with no wall and then along a sixth stone wall, the following six courses and distances: S 44°27'47" W, 155.64 feet to a set drill hole; S 36°26'19" W, 67.45 feet to a set drill hole; S 40°34'07" W, 87.20 feet to a set drill hole; S 41°39'39" W, 83.31 feet to a point at a bar way; S 42°59'31" W, 47.41 feet to a found 5/8" iron diameter rebar; S 39°38'19" W, 84.17 feet to the POINT OF BEGINNING. Containing 13.646 acres.

The description contained herein is based on a survey and plan by CIVIL CONSULTANTS, dated October 5, 2018, entitled "BOUNDARY SURVEY OF A PORTION OF LAND OF SYLVIA E. MACKAY TO BE CONVEYED TO THE MARTHA H. LEATHE REVOCABLE TRUST, LOCATED NORTHERLY OF BRIXHAM ROAD, ELIOT, YORK COUNTY, MAINE", to be recorded at the York County Registry of Deeds. Bearings, coordinates and distances as contained herein are based on the Maine State Plane Coordinate System, West Zone, NAD83 (CORS96-EPOCH 2002.00).

Meaning to describe and conveying a portion of the real estate described in the deed of Sylvia E. MacKay, personal representative of the Estate of Edson Ernest MacKay, dated January 11, 1999, and recorded at the York County Registry of Deeds in Book 9262, Page 249.

Witness my hand and seal this 26 day of October, 2018.

Paul Johnson
Witness

Sylvia E. MacKay
Sylvia E. MacKay

New Hampshire
STATE OF MAINE
COUNTY OF YORK, ss
Stafford

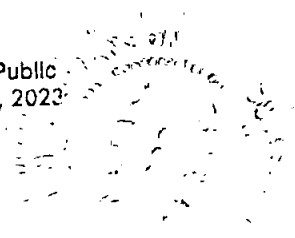
October 26, 2018

Then personally appeared the above-named Sylvia E. MacKay and acknowledged the foregoing instrument to be her free act and deed, before me:

Kirstin Swanson
Attorney at Law/Notary Public
My commission expires:

SEAL

KIRSTIN A. SWANSON, Notary Public
My Commission Expires March 21, 2023



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DEANK. BOUFFARD, P.C.
P.O. BOX 30
KITTEERY, ME 03904-0030