



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



Buyer: Leonard D Sherman
Address: 98 Fairy Dell Rd. Clinton, CT 06413
Seller: Town of Ledyard
Address: 332 Colonel Ledyard Hwy. Ledyard, CT 06339

Seller agrees to sell, and Buyer agrees to purchase certain real property known as 332 Colonel Ledyard Hwy Ledyard, CT, more fully described in the land records, town of Ledyard, CT in Vol 559 Page 54.

1. PURCHASE PRICE..... \$ 280,000.00

Payable as follows:

- A. By initial deposit with this Agreement, subject to collection \$ 1,000.00 A.
B. By additional deposit on or before \$ B.
C. By proceeds from institutional financing \$ 224,000.00 C.
D. By proceeds from Seller financing (see attached Addendum) at closing..... \$ D.
E. By cashier's or certified bank check, wire transfer or attorney trustee check at closing..... \$ 55,000.00 E.

2. FINANCING: (Check as applicable)

- A. [] Cash transaction. There is no mortgage contingency.
B. [] Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Contingency For Sale Of Buyer's Property addendum.
C. [x] Mortgage financed transaction: (Check all that apply)
Mortgage Type: [x] Conventional [] FHA [] VA [] USDA [] Renovation Type: [] Other
Mortgage Terms: Initial interest rate not to exceed: PR % Amortized term: 30 Points:
[x] Fixed [] Variable [] CHFA [] Down Payment Assistance (DAP)

Mortgage Contingency: Buyer agrees to apply for a mortgage within 2 calendar days of Seller's acceptance. If Buyer fails to make formal application by said date, Buyer shall be in default of this Agreement. Mortgage commitment shall be obtained on or before 9.28.2023 [Mortgage Commitment Date]. It is further agreed that if, after diligent effort, Buyer is unable to obtain the mortgage commitment, then all deposits shall be returned to Buyer, provided Seller has received written notice from Buyer with proof of inability on or before the Mortgage Commitment Date, whereupon this Agreement shall be null and void. In the event Seller has not received said notice, then this mortgage contingency shall be deemed satisfied. Buyer grants permission to the lending institution to provide status of his/her loan to the agents involved in this transaction. For renovation loan financing, this Agreement is contingent on mortgage commitment and the Buyer's acceptance of additional required improvements as determined by the lender on or before the Mortgage Commitment Date.

3. APPRAISAL CONTINGENCY: (Check only one)

- A. [] This Agreement is not subject to an appraisal contingency.
B. [] VA Addendum.
C. [] FHA Addendum.
D. [x] Buyer shall obtain an appraisal report from a Connecticut Certified Residential Appraiser on or before 9.15.2023 [Appraisal Report Receipt Date]. If the appraisal report provides an appraised value less than the purchase price, the Buyer may terminate this Agreement by giving Seller a copy of the appraisal report and written notice within five (5) days of the Appraisal Report Receipt Date, unless the Appraisal is received sooner, in which case the written notice must be given to Seller within five (5) days of Buyer's receipt of the appraisal report. If Buyer fails to provide Seller with such notice, the parties shall be bound to perform their obligations under this Agreement. If Buyer terminates this agreement as provided herein, the deposits shall be returned to Buyer.

4. SELLER CREDIT FOR BUYER CLOSING EXPENSES: Seller agrees to credit Buyer at closing up to \$ 0 toward Buyer's closing costs, pre-paid expenses, discount points, and any other costs allowable by the lender. If Buyer's lender restricts the allowable Seller credit, then Seller's actual and total credit shall be limited to the allowable amount.

5. CLOSING: Seller shall deliver to Buyer a good and sufficient Warranty (or Warranty) Deed, conveying marketable title on or before 10.3.2023 [Closing Date].

6. ADJUSTMENTS: Unless otherwise stated in this Agreement, all adjustments of taxes, water, sewer, interest, condominium fees, rents, fuel, etc., will be made on the day of closing in accordance with the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Buyer's Initials [DS] [] [] [] Seller's Initials [] [] [] []

[Handwritten signature]



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



7. COMMISSION: The real estate agency/agencies in this transaction is/are Keller Williams Coastal & RE/MAX Realty Group. Unless otherwise provided for within this Agreement, Seller agrees to pay the real estate commission, as per the Listing Agreement, at the time of closing.

8. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission including fax, e-mail or any technology having digital, magnetic, wireless, optical, electromagnetic or similar capabilities. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions. Each party will promptly inform the other in writing of any change in e-mail address, cell or fax number. Contacts for the real estate agencies in this transaction are:

Buyer's Agent: Jessica L Gardner Seller's Agent: Carol Christiansen
Fax number: Fax number:
E-mail address: YourRealtorJessG@gmail.com E-mail address: cchristiansen@sbcglobal.net
Cell Phone number: (401) 932-4326 Cell Phone number: (860) 464-0443

9. ENCUMBRANCES: The Certificate of Title, if desired, shall be provided by and at Buyer's expense. Unless otherwise noted the property will be conveyed free and clear of liens and subject to all provisions of any ordinance, municipal regulation, public or private law agreements, restrictions and easements of record, and facts disclosed by personal inspection of the property or an accurate survey, provided they do not render the property unmarketable pursuant to the Standards of Title as applied by the Connecticut Bar Association.

A sewer assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.
A water assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.
A gas assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.

10. FIXTURES AND PERSONAL PROPERTY: (Check only one)

- A. See Property Inclusion/Exclusion Addendum attached hereto and incorporated herein.
B. FIXTURES: Unless otherwise agreed in writing the premises to be conveyed shall include all fixtures including but not limited to screens, storm doors, storm windows, satellite dish, wall to wall carpeting, blinds, curtain rods and fixtures, awnings, shades, automatic water heaters, built-ins (dishwasher, oven/range, microwave, etc.), garage door opener(s) and remote control(s), plumbing, lighting, heating and air conditioning (excluding portable and leased equipment), and plants and shrubbery, all as now located on the property. Fixtures specifically excluded from the sale (Not applicable unless filled in): All appliances to convey.

PERSONAL PROPERTY: Unless otherwise agreed in writing the premises to be conveyed shall exclude personal property. Personal property specifically included in the sale with no value assigned to the purchase price or consideration paid by Buyer. (Not applicable unless filled in):

11. LEASED ITEMS: The following leased items are located on the Property: (Check as applicable)

Table with 3 columns: Item, To be removed by Seller, To be transferred to Buyer, Lease Company Name. Rows include Propane Tank(s), Security system/equipment, Solar Panels (see addendum), and Other Leased Items.

12. SELLER DISCLOSURES, NOTIFICATIONS AND OTHER SELLER CREDITS TO BUYER (Initial as Applicable)

- A. Buyer acknowledges receipt of a copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards from Seller. This disclosure is not for properties built on or after 1978.
B. Buyer acknowledges receipt of a copy of the Residential Property Condition Disclosure Report from Seller. In the event Seller has not furnished Buyer with the Residential Property Condition Disclosure Report when required by CGS Sec.20-327b and prior to Buyer's Execution of this Agreement, Seller shall credit Buyer \$500 at closing.
C. Smoke and Carbon Monoxide Detectors: In the event that Seller fails to comply with P.A. 13-272, Seller shall credit Buyer with the sum of \$250 at closing.
D. Pursuant to Section 22a-134f of the Connecticut General Statutes, Buyer is notified that the Department of Energy and Environmental Protection [DEEP] is required to furnish lists to the Town Clerk's office of hazardous waste facilities located within a town. Buyer should refer to these lists, the DEEP, the Environmental Protection Agency, the National Response Center, the Department of Defense, and third-party providers for information on environmental questions concerning the Property and the lands surrounding the Property.
E. Pursuant to PA 07-214, Buyer is notified that lists of properties on which hunting or shooting sports are conducted may be available from the Town Clerk's office of the towns where said properties are located. Buyer should refer to these lists for information.

Buyer's Initials [Signature] Seller's Initials [Signature]



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



13. EXAMINATION OF PREMISES: Buyer represents that Buyer has examined said property, including fixtures and personal property that convey, and is satisfied with the physical condition thereof, subject to any additional provisions and/or any inspections/tests made a part of this Agreement.

14. INSPECTIONS AND TESTS: Check the appropriate boxes in Section 14.C for all inspections/tests that Buyer elects to have performed on the property. Buyer shall obtain the written reports from such inspections/tests on or before 8.31.2023 [Inspection Report Receipt Date].

If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

Buyer initial as appropriate:

A. [] [] [] For "target housing" only, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead based paint hazards in the property.

B. [] [] [] Buyer elects to perform no inspections/tests.

C. [] [] [] Buyer elects to perform the inspections/tests checked below.

- Lead Based Paint, Structural/Mechanical, Wood Destroying Organism, Swimming Pool, Asbestos, Water Quality, Chimney, Other: Inspections for informational purposes only, Radon in Air, Well Water System, On-Site Sewage System

D. When checked, Seller shall be responsible for:

- Providing access and working utilities for inspections, including fuel oil or gas for heating equipment. The cost of exposing cover(s), refilling excavation of On-Site Sewage System. The cost of pumping/disposal of on-site sewage waste at the time of On-Site Sewage System inspection.

15. REMEDIES FOR INSPECTION: The remedies in Section 15.A and 15.B apply only to the findings in the inspections/tests reports that are: checked in Section 14.C, received on or before the Inspection Report Receipt Date, and have been declared unacceptable by Buyer.

A. Remedy for Unacceptable Inspection/Test Results: If Buyer deems the results of any inspection/test to be unacceptable, Buyer may request that Seller remedy the unacceptable condition by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) days of Buyer's receipt of said report.

B. Termination and Release of Deposit: If, for any reason, Buyer is not satisfied with the results of an inspection/test, Buyer may terminate this Agreement by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) calendar days of Buyer's receipt of said report.

16. FINAL WALK-THROUGH BY BUYER: Buyer has the right to inspect repairs and make a final walk-through examination of the premises prior to the closing to verify that Seller has; 1) satisfied all remedies as required by this Agreement, 2) replaced or remedied any removed fixtures as agreed, if applicable, 3) met all contractual obligations, and is conveying the property in the same condition as it was at the signing of this agreement or as negotiated in the remedy for repairs.

17. OCCUPANCY: On the date and time of closing, Seller shall deliver full possession and occupancy of said premises to Buyer, free from all occupants and possessions, and broom clean, except as otherwise specifically provided herein.

Buyer's Initials [] [] [] Seller's Initials [] [] []

Handwritten initials and signature in a box.



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PURCHASE AND SALE AGREEMENT



18. ASSIGNMENT and SURVIVORSHIP: This Agreement may be assigned by either party without written consent of the other, but shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. RISK OF LOSS: Risk of loss by fire, theft, or other casualty until delivery of the deed shall be upon the Seller. In the event of loss or damage that cannot be repaired by the time of closing so the property is in substantially the same condition as on the date of this Agreement, Buyer shall have the choice of:

- A. Receiving the benefit and proceeds of Seller's insurance coverage and taking title, or
B. Rescinding this Agreement and any monies paid under this Agreement shall be returned to Buyer and all parties shall be relieved of further liability.

20. DEPOSIT: The deposit funds specified in Section 1 shall be made at the stated time(s) and applied towards Buyer's down payment and/or closing costs. All deposits shall be made payable to the Listing Broker or RE/MAX Realty Group (hereinafter referred to as Escrow Agent), and shall be placed into a pooled, interest-bearing account as set forth in CGS Sec. 8-265f, with the interest payable to Connecticut Housing Finance Authority.

21. DEFAULT: On default by either party, without the other party being in default, the party who is not in default shall have the right of proceeding with any remedy at law or in equity, or

- A. Buyer Default: Seller retaining the deposit money as liquidated damages.
B. Seller Default: Buyer reclaiming the deposit money, plus an amount equal to the deposit money as liquidated damages.

22. ADDITIONAL PROVISIONS: Escalation Addendum.

- Sale is strictly AS-IS, seller will not make any repairs. Inspections are for informational purposes only.
Sale is subject to legislative body of approval and town meeting, anticipated to take 30-45 days.
Actual acreage being conveyed is 1.044 acres. The property card has not been updated to reflect this change.
The remaining acreage is being deeded to Avalonia Land Trust.
Home must appraise at or above purchase price.

23. ENTIRE AGREEMENT: This Agreement and attached addenda (if any), represents the entire Agreement between the parties. It shall not be changed orally but only by a written instrument which is signed by all parties.

Notice: When signed by all parties this Agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural.

Notice: This Agreement shall be interpreted pursuant to the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Notice: For the purpose of providing notices under this Agreement, the term Buyer shall mean the Buyer, the Buyer's agent, or the Buyer's attorney and the term Seller shall mean the Seller, the Seller's agent, or the Seller's attorney.

DocuSigned by:
Buyer : [Signature] 8/10/2023 | 10:39 AM PDT
Seller : _____
Signature Date Signature Date



Eastern Connecticut Association of REALTORS®
ESCALATION ADDENDUM



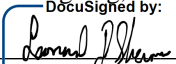
to the Purchase and Sale Agreement dated 8.6.2023 between Leonard D Sherman Buyer(s)
and Town of Ledyard Seller(s), for the Property located at 332 Colonel Ledyard Hwy
Ledyard, CT.

1. Should there be any other written offers submitted on the Property simultaneous to the presentation of this offer and equal to or greater than the Buyer's offering price of \$ 280,000.00, Buyer hereby agrees to pay \$ 3,000.00 more than the net purchase price (net is defined as the purchase price less any monetary concessions) of any other offer up to a maximum purchase price of \$ 290,000.00 (escalated purchase price) with all other terms and conditions of the Buyer's offer remaining the same, except as follows: _____.

2. If the appraised value is determined to be less than the escalated purchase price (appraisal gap or "gap"): (Check one)

- Buyer does not agree to pay any amount above appraised value regardless of escalated purchase price.
- Buyer agrees to pay ANY difference between appraised value and escalated purchase price and provide proof of funds for the gap.
- Buyer agrees to pay a maximum of \$ _____ above appraised value, not to exceed escalated purchase price, and will provide proof of funds for the gap.

3. Buyer has made this offer of their own volition and agrees to hold agents and Broker harmless regarding this negotiation. Having read and understood the foregoing, I/we the undersigned, hereby acknowledge the same to be a part of the Purchase and Sales Agreement.

DocuSigned by:
Buyer Signature:  Date: 8/10/2023 | 10:39 AM PDT

Buyer Signature: _____ Date: _____

The following terms to be completed by the Seller or Seller's Authorized Agent upon acceptance of this Escalation Addendum:

- A. The Purchase and Sales Agreement and this Addendum shall be modified with the following Purchase Price: \$ _____.
- B. The terms of the other bona fide offer from _____ (Brokerage), with a Purchase Price of \$ _____, and a Seller concession(s) \$ _____ yielding Net Purchase Price \$ _____ was received on _____.
- C. Seller hereby agrees to provide Buyer or Buyer's representative with a copy of the other bona fide offer prior to amending this Purchase and Sales Agreement to reflect the higher sales price. All offers shall be compared using the net purchase price. If Seller receives multiple offers with escalation clauses, this could result in the price escalating to the Buyer's maximum purchase price.
- D. The parties agree to: (check one)
 - Execute a new Purchase and Sales Agreement with all agreed upon changes from section 1 and 2 of this Addendum.
 - Modify the Purchase and Sales Agreement and initial all agreed upon changes from section 1 and 2 of this Addendum.

When signed by all parties this agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. Whenever a term herein references a gender, it is intended to apply to all genders and individuals not conforming to gender(s), and the singular shall include the plural.

Buyer: _____ Date: _____ Seller: _____ Date: _____

Buyer: _____ Date: _____ Seller: _____ Date: _____

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
450 Columbus Blvd, Suite 901 ♦ Hartford, CT 06103



RESIDENTIAL PROPERTY CONDITION REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this report to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less, including cooperatives and condominiums, made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of \$500 at closing if the seller fails to furnish this report (Connecticut General Statutes Section 20-327c).

INSTRUCTIONS TO SELLERS:

1. You **must** answer **all** questions to the best of your knowledge.
2. You are required to identify and disclose any problems regarding the subject property.
3. **Your real estate licensee cannot complete this form on your behalf.**
4. "UNK" means Unknown, "N/A" means Not Applicable.
5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include subject property address, seller's name and the date.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

A. SUBJECT PROPERTY

- 1) Name of seller(s): TOWN OF LEDYARD
- 2) Street address, municipality, zip code: 332 COLONEL LEDYARD HWY
LEDYARD, CT. 06339

B. GENERAL INFORMATION

- | | | | | |
|--------------------------|-------------------------------------|--------------------------|-------------------------------------|---|
| YES | NO | UNK | N/A | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3) What year was the structure built? <u>1947</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4) How long have you occupied the property? <u>Ø</u> If not applicable, indicate with N/A. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5) Does anyone else claim to own any part of your property, including, but not limited to, any encroachments? If yes, explain: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6) Does anyone other than you have or claim to have any right to use any part of your property, including, but not limited to, any easement or right of way? If yes, explain: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7) Is the property in a flood hazard area or an inland wetlands area? If yes, explain: |

Seller Initials ZBG Buyer Initials [Signature] Revised 10/2021

YES NO UNK N/A **B. GENERAL INFORMATION (Continued)**

- 8) Are you aware of the presence of a dam on the property that has been or is required to be registered with the Department of Energy and Environmental Protection? If yes, explain:

- 9) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain:

- 10) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain:

Note: Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.

- 11) Is the property located in a special tax district? If yes, explain:

- 12) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain:

- 13) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain:

- 14) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain:

Property Address: 332 Col. Leo Hwy. Seller Initials JS Buyer Initials [Signature] Page 2 of 8

YES NO UNK N/A **C. LEASED EQUIPMENT**

YES NO UNK N/A
15) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer or the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:

- Propane fuel tank
- Water heater
- Security alarm system
- Fire alarm system
- Satellite dish antenna
- Water treatment system
- Solar devices
- Major appliances
- Other _____

YES NO UNK N/A **D. MECHANICAL/ UTILITY SYSTEMS**

YES NO UNK N/A
16) Fuel types? OIL Are you aware of any heating system problems? If yes, explain:

YES NO UNK N/A
17) Hot water heater type? OFF BOILER Age: 13 Are you aware of any hot water problems? If yes, explain:

YES NO UNK N/A
18) Is there an underground storage tank? If yes, list the age of tank N/A and location: Basement - East Wall (NOT UST) INSTALLED IN 2010

YES NO UNK N/A
19) Are you aware of any problems with the underground storage tank? If yes, explain:

YES NO UNK N/A
20) During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed? Yes No
If yes, what was the date of removal _____ and what was the name and address of the person or business who removed such underground storage tank? _____

Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.

YES NO UNK N/A
21) Air conditioning type: Central; Window; Other _____
Are you aware of any air conditioning problems? If yes, explain

YES NO UNK N/A
22) Plumbing system problems? If yes, explain:

Property Address: 332 Col. Led. Hwy. Seller Initials JBG Buyer Initials [Signature] Page 3 of 8

23) Electrical system problems? If yes, explain:

24) Electronic security system problems? If yes, explain:

25) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors _____ and whether there have been problems with such detectors:

26) Fire sprinkler system problems? If yes, explain:

YES NO UNK N/A **E. WATER SYSTEM**

27) Domestic water system type: Public; Private well; Other _____

28) If public water:

a) Is there a separate expense/fee for water usage? If yes, is the expense/fee for water usage flat or metered? _____ Provide the amount of the expense/fee _____ and explain:

b) Are there unpaid water charges? If yes, state amount unpaid: _____

29) If private well:

Has the well water been tested for contaminants/volatile organic compounds? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing: _____

If public water or private well: Are you aware of any problems with the well or with the water quality, quantity, recovery, or pressure? If yes, explain:

YES NO UNK N/A **F. SEWAGE DISPOSAL SYSTEM**

30) Sewage disposal system type: Public; Septic; Cesspool; Other: _____

Property Address: 332 Col. Leo Hwy.

Seller Initials BC

Buyer Initials [Signature]

31) If public sewer:

a) Is there a separate charge made for sewer use? If yes, is it flat or metered? _____

b) If it is a flat amount, state amount _____ and due dates:

c) Are there any unpaid sewer charges? If yes, state the amount: _____

32) If private:

a) Name of service company: ML County SEPTIC

b) Date last pumped: FEB. 2018 Frequency of pumping during ownership: 1x

c) For any sewage system, are there problems? If yes, explain:

YES NO UNK N/A **G. ASBESTOS/ LEAD**

33) Are asbestos insulation or building materials present? If yes, location:

34) Is lead paint present? If yes, location:

35) Is lead plumbing present? If yes, location:

YES NO UNK N/A **H. BUILDING/ STRUCTURE/ IMPROVEMENTS**

36) Is the foundation made of concrete? If no, explain:

37) Foundation/slab problems or settling? If yes, explain:

38) Basement water seepage/dampness? If yes, explain amount, frequency and location:

39) Sump pump problems? If yes, explain:

Property Address: 332 Con. LEO. Hwy

Seller Initials AG

Buyer Initials [Signature]

40) Do you have knowledge of any testing or inspection done by a licensed professional related to a foundation on the property? If yes, disclose the testing or inspection method, the areas or locations that were tested or inspected, the results of such testing or inspection and attach a copy of the report concerning such testing or inspection. If no report is available, provide name of entity that performed testing and describe results of such testing:

41) Do you have knowledge of any repairs related to a foundation on the property? If yes, describe such repairs, disclose the areas repaired and attach a copy of the report concerning such repairs:

42) Do you have any knowledge related to the presence of pyrrhotite in a foundation on the property? If yes, explain:

43) Roof type: ASPHALT SHINGLE ; Age: 20+ yrs

44) Roof leaks? If yes, explain:

45) Exterior siding problems? If yes, explain:

46) Chimney, fireplace, wood or coal stove problems? If yes, explain:

47) Patio/deck problems? If yes, explain:

YES NO UNK N/A **H. BUILDING/ STRUCTURE/ IMPROVEMENTS (Continued)**

48) If patio/deck is constructed of wood, is the wood treated or untreated? TREATED

49) Driveway problems? If yes, explain:

50) Water drainage problems? If yes, explain:

51) Interior floor, wall and/or ceiling problems? If yes, explain:

52) Fire and/or smoke damage? If yes, explain:

53) Termite, insect, rodent or pest infestation problems? If yes, explain:

Property Address: 332 Col. L. Ho. Hwy. Seller Initials: CC Buyer Initials: [Signature] Page 6 of 8



- 54) Rot or water damage problems? If yes, explain:
- 55) Is the structure(s) insulated? If yes, type: _____; location:
- 56) Has a test for radon been performed? If yes, attach copy of the report. If no report is available, provide the name of entity that performed the testing and describe the results of such testing: _____
- 57) Is there a radon control system in place? If yes, explain:
- 58) Has a radon control system been in place in the previous 12 months? If yes, explain:

The seller should attach additional pages, if necessary, to further explain any item(s) above. Indicate here the number of additional pages attached: _____

Questions or Comments? Consumer Problems? Visit the Department of Consumer Protection website at: www.ct.gov/dcp

IMPORTANT INFORMATION

(A) Responsibilities of Real Estate Brokers

This report in no way relieves a real estate broker of his or her obligation under the provisions of section 20-328-5a of the Regulations of Connecticut State Agencies to disclose any material facts. Failure to do so could result in punitive action taken against the broker, such as fines, suspension or revocation of license.

(B) Statements Not to Constitute a Warranty

Any representations made by the seller on the written residential property condition report shall not constitute a warranty to the buyer.

(C) Nature of Report

This Residential Property Condition Report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

(D) Information on the Residence of Convicted Felons

Information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the Department of Public Safety.

(E) Building Permits and Certificates of Occupancy

Prospective buyers should consult with the municipal building official in the municipality in which the property is located to confirm that building permits and certificates of occupancy have been issued for work on the property.

(F) Home Inspection

Buyers should have the property inspected by a licensed home inspector.

Property Address: 332 Cor. Geo. Hwy.

Seller Initials TCY

Buyer Initials [Signature]

(G) Concrete Foundation

Prospective buyers may have a concrete foundation inspected by a licensed professional engineer who is a structural engineer for deterioration of the foundation due to the presence of pyrrhotite.

(H) Dam

Information concerning the registration and categorization of a dam on the property may be obtained from the Department of Energy and Environmental Protection.

(I) Buyer's Certification

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and that this report does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this report from the seller or seller's agent.

DocuSigned by:
 Leonard D Sherman
 4F8A56D1E2C4421E

Date 8/10/2023 | 10:39 AM PDT Buyer [Signature] Buyer Leonard D Sherman
 Signature Print Name

Date _____ Buyer _____ Buyer _____
 Signature Print Name

(J) Seller's Certification

To the extent of the seller(s) knowledge as a property owner, the seller acknowledges that the information contained above is true and accurate for those areas of the property listed. In the event a real estate broker or salesperson is utilized, the seller authorizes the brokers or salespersons to provide the above information to prospective buyers, selling agents or buyer's agents.

Date 8/3/23 Seller [Signature] Seller FRED B. ALLYN III
 Signature Print Name DWN OF LEYARD

Date _____ Seller _____ Seller _____
 Signature Print Name

Property Address: _____

Seller Initials _____

Buyer Initials [Signature]

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (PURCHASE AND SALE)

Property Address: 332 Colonel Ledyard Hwy, Ledyard, CT 06339

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interests in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (Initial)

JBQ

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

JBQ

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (Initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.

(e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and or lead-based hazards; or

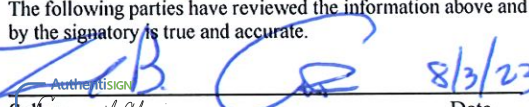
Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

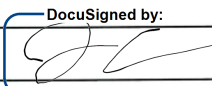
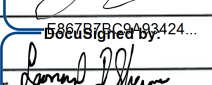

Agent's Acknowledgment (Initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

	<i>8/3/23</i>
Seller <i>Carol Christensen</i>	Date 08/04/23
Agent	Date
Purchaser	Date

DocuSigned by:	
Seller 	8/10/2023 Date 11:21 AM MDT
Agent 	8/10/2023 Date 10:39 AM PDT
Purchaser 	Date

4F8A56717CED428...

Mold and Mold-Forming Condition Disclosure

Date: 8/3/23

Seller(s): TOWN OF LEDYARD

Property Address: 332 COLONEL LEDYARD HWY, LEDYARD, CT.

Seller(s) certifies that to the best of Seller's(s)' knowledge and belief (check all that apply):

Seller(s) has no knowledge of the presence of conditions that could lead to the growth of mold (such as, but not limited to, excessive humidity, water leakage, drainage problems, flooding, etc).

Seller(s) has treated the Property Address above for mold growing on structural components such as beams, studs, posts, wall cavities or penetrating (growing below the surface) of walls, ceilings or floors ("penetrating" does not mean a small amount of mold or mildew growing on shower curtains, showers or bathtubs)

Please provide details- attach additional sheets if necessary

Seller(s) knows of the presence of conditions that could lead to the growth of mold (excessive humidity, water leakage, drainage problems, flooding, etc). (Please provide details)

Please provide details- attach additional sheets if necessary

The Seller(s) makes this disclosure knowing that the listing agent, the buyer agent, and any potential buyer(s) will rely on the information contained on this disclosure.

Seller's Signature

Seller's Signature

FRYD B. ALLYN III
Print Name

Print Name

8/3/23
Date

Date

I/We have received and read this form. Completion of this form does not mean that the Seller(s) has performed any investigation of the Property or that Seller(s) warrants that the Property is without mold.

Note: Mold is present in all homes, and there are currently no standards for the presence of mold or mold remediation. For further information see the Connecticut Department of Public Health's "Fact Sheet Mold in the Home: Health Concerns". The fact sheet is available at <http://www.state.ct.us/dph>.

DocuSigned by:

Buyer's/Tenant's Signature

Buyer's/Tenant's Signature

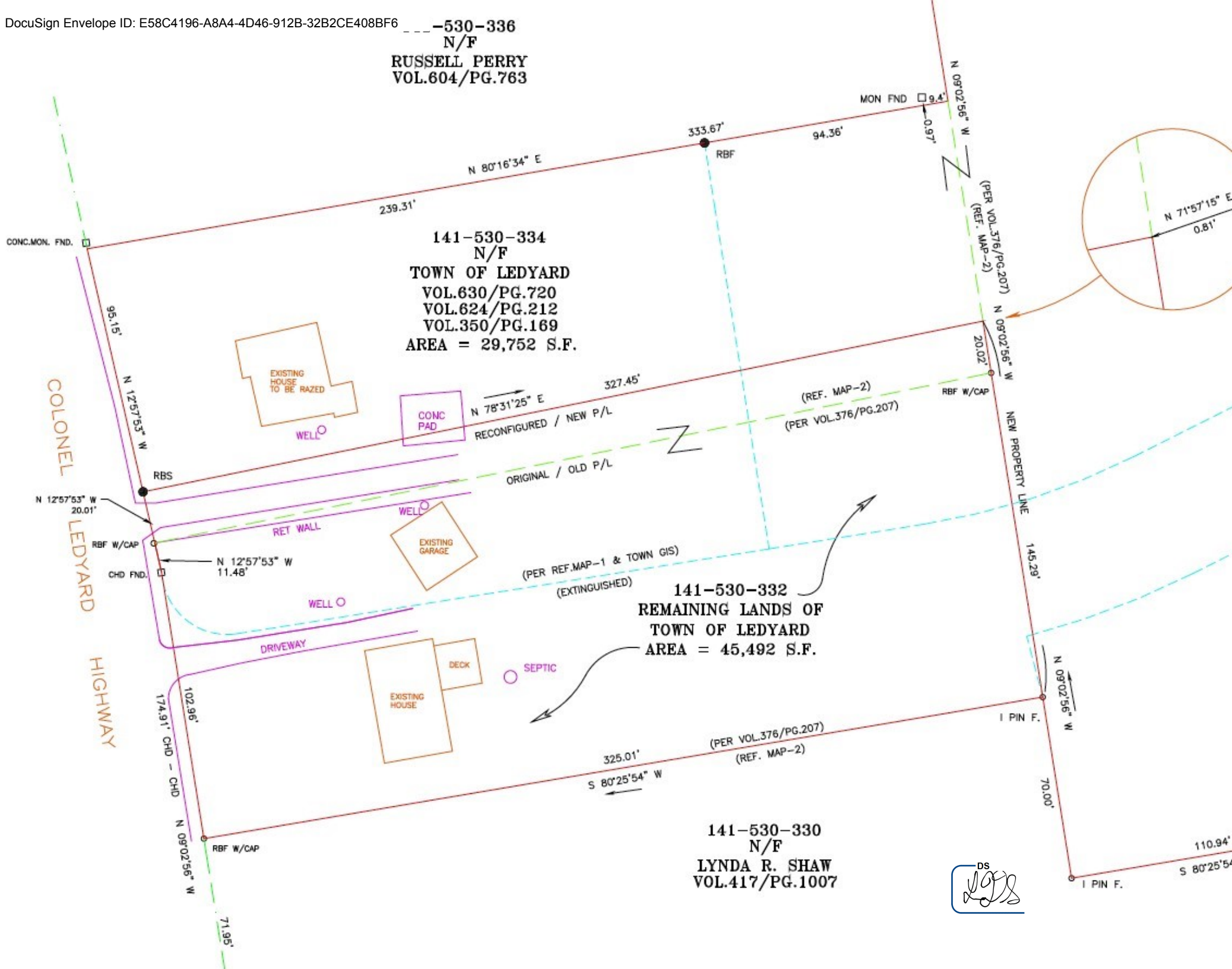


-530-336
N/F
RUSSELL PERRY
VOL.604/PG.763

141-530-334
N/F
TOWN OF LEDYARD
VOL.630/PG.720
VOL.624/PG.212
VOL.350/PG.169
AREA = 29,752 S.F.

141-530-332
REMAINING LANDS OF
TOWN OF LEDYARD
AREA = 45,492 S.F.

141-530-330
N/F
LYNDA R. SHAW
VOL.417/PG.1007



DS
[Signature]