

SELLER'S PROPERTY DISCLOSURE - LAND ONLY

#2745

PROPERTY LOCATED AT: Freeman Heights off Freeman Ridge R, New Portland,

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between the Seller and any buyer.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

SECTION I HAZARDOUS MATERIAL

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

A. UNDERGROUND STORAGE TANKS - Current or previously existing: Are there now, or have there ever been, any underground storage tanks on your property? IF YES: Are tanks in current use? IF NO above: How long have tank(s) been out of service? What materials are, or were, stored in the tank(s)? Age of tank(s): Location: Have you experienced any problems such as leakage? Are tanks registered with the Dept. of Environmental Protection? If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Comments:

B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.): Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials?

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION II GENERAL INFORMATION

Is the property subject to or have the benefits of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates or restrictive covenants on the property? IF YES: Explain: Easement Deed w/Town, Draft Warranty Deed, including covenants & restriction. What is your source of information: Buffer Zone Requirements, Source: Owner. Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? IF YES: Explain: What is your source of information: Is the subject property the result of a division of property within the last five years (for example, subdivision)? IF YES: Explain: Subdivision created in 2008 - Freeman Ridge Development. What is your source of information: Owner. Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront? Has property ever been soil tested? Are mobile/manufactured homes allowed? Has the property been surveyed? ATTACHMENTS: Additional information:

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. Randal Cousineau 08/05/2010 SELLER DATE SELLER DATE

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

BUYER DATE BUYER DATE

WARRANTY DEED

TRACY M. SULLIVAN, of P.O. Box 519, Kingfield, Maine 04947, for consideration paid, grants to COUSINEAU, INC., a Maine corporation, with a mailing address of P.O. Box 58, North Anson, Maine 04958, with warranty covenants, the following described real estate:

A certain lot or parcel of land as situated on the westerly side of State Route #27, with the buildings thereon, situated in the Town of New Portland, County of Somerset, and State of Maine, and being more particularly bounded and described as follows, to wit:-

Only such part of Lots #20 and #21 of Range M as located westerly of the Seven Mile Brook, so-called, and westerly of State Route #27.

EXCEPTING AND RESERVING from the above transfer any land or interest therein conveyed by the following instruments of various Grantors:

1. Easement Deed of Gertrude E. Wood, Eleanor A. Wood and Carlton P. Wood to Maine Consolidated Power Company as recorded in Somerset County Registry of Deeds in Book 601, Page 252;

2. Highway taking of the State of Maine Highway Department as recorded in said Registry of Deeds in Book 817, Page 627;

3. Deed of Murion Wood, Gertrude E. Wood and Eleanor A. Wood to John H. Wood dated June 21, 1973, recorded in said Registry of Deeds in Book 831, Page 619;

EXCEPTING an easement for drawing of water by means of underground pipeline over a twelve (12) foot wide strip of land for domestic purposes only from a well as located upon the above described premises. Such easement is intended to be an easement in gross for the benefit of the land as presently owned by Alan S. White and Kevin D. White as described in deed of Murion C. Wood dated September 14, 1972, recorded in said Registry of Deeds in Book 903, Page 617, and located on the Southerly side of Route #27 as leading to Kingfield Village.

The well as encumbered by such easement is located a distance of One Hundred (100) Feet, more or less, from the Northeast corner of the house located on the land as herein conveyed and a distance of One Hundred Thirty (130) Feet, more or less, on a compass heading of Fifty-Five Degrees Northeast from the Northwest corner of the home presently located on the land as herein conveyed. A below ground pipeline extends at an approximate right angle from such well in an Easterly direction for a distance of Ninety-Eight (98) Feet, more or less, to the Northerly sideline of Route #27.

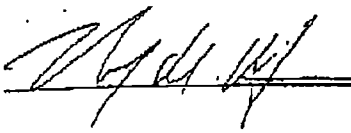
The holders of such easement, their heirs and assigns, shall have the right of entry upon the land above conveyed for purpose of excavating the surface of the ground for the purpose of viewing, maintaining, repairing and replacing such below ground

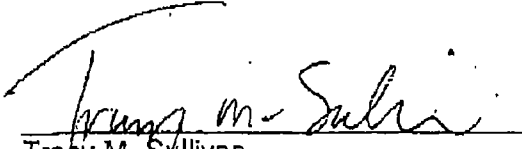
Doc #: 9428
Bk: 3877 Pg: 75

pipeline. As a condition of such reservation, the holders of such easement shall restore the ground to a safe, smooth and reasonable condition immediately upon completion of such repair or replacement. As an additional condition of such easement, the holders of such easement shall pay as of June 1st of each year to the owner of the property encumbered by this easement the sum of Fifty Dollars (\$50) to cover any increased electrical bills as a result of the usage of such easement.

Meaning and intending to convey and hereby conveying the premises described in a deed from Ralph Searles, Jr. and Rodney L. Searles to Tracy M. Sullivan dated June 22, 2001, recorded in said Registry of Deeds in Book 2812, Page 340:

Witness my hand and seal this 9th day of July, 2007.



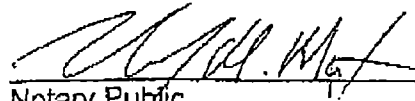

Tracy M. Sullivan

STATE OF MAINE
Franklin, ss.

July 9, 2007

Personally appeared the above named Tracy M. Sullivan and acknowledged the foregoing instrument to be her free act and deed.

Before me,



Notary Public

SEAL

Name: Richard M. Morton

Received
Recorded Register of Deeds
Jul 10, 2007 10:53:44A
Somerset County
Diane M Godin

DRAFT DEED FOR LOTS 1 - 7

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

THAT COUSINEAU, INC., a Maine corporation, with a mailing address of P.O. Box 58, North Anson, Maine 04958,

for consideration paid, grants to

with Warranty Covenants

the land located in New Portland, Somerset County, Maine, bounded and described as follows:

A certain lot or parcel of land together with any improvements thereon, containing _____ acres, more or less, situated on the southeasterly side of the Freeman Ridge Road, so-called, and on the westerly side of Route 27, a/k/a Carrabassett Road, in said New Portland, and being Lot # _____ as depicted on a certain plan entitled "Subdivision Plan of Freeman Ridge Development for Cousineau, Inc., Route 27 & Freeman Ridge Road, New Portland, Somerset County, Maine", prepared by Acme Engineering & Design, Inc., dated January 2, 2008, and recorded in the Somerset County Registry of Deeds as Plan # _____ (New Portland). The above described Lot # _____ herein conveyed is a portion and only a portion of the premises described in warranty deed of Tracy M. Sullivan to Cousineau, Inc., dated July 9, 2007, and recorded in the Somerset County Registry of Deeds in Book 3877, Page 74.

ALSO HEREBY CONVEYING to the within Grantee, his heirs and assigns forever, a right of way for all purposes, including the establishment and maintenance of utilities, from the Freeman Ridge Road to the premises herein conveyed over the entire length of the 60' wide, more or less, Freeman Heights Road right of way, as surveyed and depicted on the aforesaid plan as running southeasterly and southerly from the Freeman Ridge Road through the Freeman Ridge Development, as depicted on said plan, to the road's terminus at Lots #3, #4 and #5, and including use of the turnaround at said terminus.

The above described premises herein conveyed are conveyed subject to the rights of the Grantor, its successors and assigns, including specifically the remaining lot owners within the Freeman Ridge Development, to use said Freeman Heights Road right of way, including that portion depicted on the aforesaid plan as passing over a portion of the lot herein conveyed, for all purposes including the establishment of utilities. The Grantor hereby covenants and agrees to establish said right of way to a smooth gravel surface suitable for passenger car use. The Grantee by acceptance and recording of this deed, covenants and agrees that he shall be responsible for one-seventh (1/7) of the costs of the annual maintenance and repair of said right of way as agreed to between the owners of the seven Freeman Ridge Development lots abutting said right of way and to further be responsible for such proportionate share of the winter plowing of said right of way as results from an equal division of plowing costs between those lot owners using the right of way in the winter months. This paragraph is in compliance with the conditions of approval set forth on the aforesaid Freeman Ridge Development subdivision plan recorded in the Somerset County Registry of Deeds as Plan # _____.

The above described premises herein conveyed are also conveyed SUBJECT TO the easement conveyed to the Inhabitants of the Town of New Portland, by Easement Deed of Cousineau, Inc., dated _____ and recorded in the Somerset County Registry of Deeds in Book _____, Page _____ granting the municipality the right to establish, repair, and maintain ditches, on the premises herein conveyed and to conduct water through said ditches onto the premises herein conveyed, in the locations identified as 'run-off area' and 'turnout', on the survey recorded as Plan # _____ (New Portland).

The lots depicted on the Freeman Ridge Development subdivision plan # _____ (New Portland), as

DRAFT EASEMENT DEED

EASEMENT DEED

Cousineau, Inc., a Maine corporation, with a mailing address of P.O. Box 58, North Anson, Maine 04958,

grants to the Inhabitants of the Town of New Portland, with a mailing address of 901 River Road, P.O. Box 629, New Portland, Maine 04954-0629,

an interest in land in New Portland, Somerset County, Maine, as follows:

The Grantor conveys to the Grantee a perpetual easement to repair and maintain the surface water drainage ditches previously established by the Grantee along the southeasterly sideline of the Freeman Ridge Road, as they now exist, on land of the Grantor and to flow surface water drainage into and out of said ditches onto land of the Grantor. The ditches to which this easement applies are identified as 'turn out' and 'run-off area' on a certain plan entitled "Subdivision Plan of Freeman Ridge Development for Cousineau, Inc., Route 27 & Freeman Ridge Road, New Portland, Somerset County, Maine, prepared by Acme Engineering & Design, Inc., dated January 2, 2008, and recorded in the Somerset County Registry of Deeds as Plan # _____ (New Portland).

The Grantor's source of title for the subject premises is deed of Tracy M. Sullivan to Cousineau, Inc., dated July 9, 2007, and recorded in the Somerset County Registry of Deeds in Book 3877, Page 74.

By acceptance and recording of this easement deed, the Grantee covenants and agrees that following any maintenance and repair of the ditches, turnout area and run-off area served by the easement established herein, the Grantee will return the Grantor's land, to the extent reasonably possible, to its condition prior to the maintenance and repair activity. The Grantee further covenants and agrees that the Grantee shall be solely responsible for the maintenance and repair of the ditches to which this easement applies and shall indemnify and hold Grantor harmless from any claims or liability arising out of Grantee's maintenance and repair of the ditches.

IN WITNESS WHEREOF the aforesaid Cousineau, Inc., has caused this Easement Deed to be signed by its President, Randal Cousineau, in his said capacity, this _____ day of _____, 2008.

Cousineau, Inc.

Randal Cousineau, Its President

STATE OF MAINE

Franklin, ss.

_____, 2008

Then personally appeared the above named Randal Cousineau, president of Cousineau, Inc., who acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public

aforesaid, shall be subject to all conditions and limitations set forth on said plan and approved by the Planning Board, including the building setback designations, and shall be further subject to the following property restrictions, all of which shall run with and bind all such lots within the development and shall be binding upon said Grantor and its grantees and their successors and assigns:

- 1) Only single family residences may be constructed on development lots 1 - 7 and there shall be only one residence structure with appropriate outbuildings constructed on each of these lots. Lot 8 will be a commercial lot.
- 2) There will be no mobile homes installed on lots 1 - 7.
- 3) All single story, residential dwellings will have a minimum of 950 sq. ft. of livable floor space. Dwellings of more than one story will have a minimum of 1,200 sq. ft. of livable floor space.
- 4) All home exteriors will be finished within one year from the date that construction is commenced.
- 5) The landscaping shall be completed within two years of the date that construction is commenced.
- 6) Any log homes constructed within the subdivision shall be built of logs milled to a pattern.
- 7) No lot owner shall store or accumulate on any lot within the development, any refuse, junk automobiles, junk appliances, or other tangible personal property of any nature or description not regularly used in the residence situated thereon.
- 8) All of the above restrictions shall be deemed to be covenants running with the land and shall bind and be enforceable by the Grantor, its successors and assigns; and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the Grantor, its successors in title and with each of them to conform to and observe all the terms and conditions herein contained.
- 9) In any action to enforce the covenants and restrictions established above, the Plaintiff shall be entitled to recover the costs of litigation, including reasonable attorney's fees, if the Plaintiff prevails in whole or in part.

IN WITNESS WHEREOF the aforesaid Cousineau, Inc. has caused this deed to be signed by its President, Randal Cousineau, in his capacity, this _____ day of _____, 2008.

Cousineau, Inc.

By: _____
Randal Cousineau,
Its President

STATE OF MAINE
Franklin, ss.

_____, 2008

The personally appeared the above named Randal Cousineau, President of Cousineau Lumber, Inc., who acknowledged the foregoing to be his free act and deed, in his said capacity.

Before me,

Printed Name:
Notary Public

Buffer Zone Requirements

The area with residential lots is forested although the residual basal area of mature trees is quite low. Most of the area is well stocked with sapling size trees which will grow to help restore the forested - rural atmosphere of the area.

A 25 foot buffer will be placed on all property lines. Cutting trees in this buffer zone will be limited to 40% removal (basal area) over a 10 year period with the exception of dead trees that may present safety hazards. The 40% percent removal provision is primarily to allow for the enhancement of views where appropriate.

A 25 foot buffer will be placed on all roads to enhance privacy and the rural atmosphere. Cutting trees in this buffer zone will be limited to driveway entrances and the removal of trees to allow for the enhancement of views where appropriate. Soil disturbance will be minimized and the natural, herbaceous plants will be left to prevent erosion.

The wetland running between the residential and commercial portions of the property will be protected with a 50 foot buffer on the western (residential) side and a 25 foot buffer on the eastern (commercial) side. Both buffers will have a 40% removal (basal area) limitation over a 10 year period which will help maintain an ongoing vegetative cover for this zone to protect the water resource from siltation while maintaining the rural atmosphere. No harvesting will occur within the wetland boundaries to maintain the integrity of the resource.