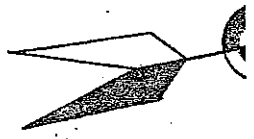


OCEANVILLE

3 Blueberry Knobs

Map 3
Lot 30



TOWNSHIP

RANGE

SELLER'S PROPERTY DISCLOSURE

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. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

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

PROPERTY LOCATED AT: 3 Blueberry Knob Lane
Stonington, ME 04681

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal Unknown
 Drilled Dug Other

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
Pump: Yes No N/A Quantity: Yes No Unknown
Quality: Yes No Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
IF YES: Date of most recent test: _____ Are test results available? Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
IF YES, are test results available? Yes No
What steps were taken to remedy the problem? N/A

• IF PRIVATE:

INSTALLATION: Location: West of House

Installed BY: Unknown DATE of Installation: Unknown

USE: Number of Persons currently using system? Varies w/rental tenants

Does system supply water for more than one household? Yes No Unknown

COMMENTS: Water pump was replaced 2016

Source of SECTION I information: Seller

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you had the sewer line inspected? Yes No If yes, what results: _____
Have you experienced any problems such as line or other malfunctions? Yes No
What steps were taken to remedy the problem? N/A

• IF PRIVATE:

TANK: Septic Tank Holding Tank Cesspool Other: _____
Tank Size: 500 Gal. 1000 Gal. Unknown Other: _____
Tank Type: Concrete Metal Unknown Other: _____

Location: East of Home OR Unknown Date of Installation: Unknown

Date Last Pumped: Unknown Name of Company Pumping Tank: N/A

Have you experienced any malfunctions? Yes No

If yes, give the date and describe the problem: N/A

Date of Last Servicing of tank: Unknown Name of Company Servicing Tank: N/A

LEACH FIELD: Yes No Unknown

IF YES: Location: East side of house

Date of installation of leach field: Unknown Installed by: Unknown

Date of Last Servicing of leach field: N/A Name of Company Servicing leach field: N/A

Have you experienced any malfunctions? Yes No

If yes, give the date and describe the problem & what steps were taken to remedy: N/A

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? Yes No
IF YES, is it available? Yes see office file

Is System located in a Shoreland Zone? Yes No Unknown

Is System located in a Coastal Shoreland Zone? Yes No Unknown

COMMENTS: Town septic design not signed, 2-BR minimal design criteria

Source of SECTION II information: Seller, Public Record

Page 1 of 3 - SPD Buyer(s) Initials _____

Seller(s) Initials STP

SECTION III. HEATING SYSTEM(S)/SOURCE(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	HWBB Oil			
Age of system(s)/source(s)	Unknown			
Name of company that services system(s)/source(s)	ELF Plumbing			
Date of most recent service call	May 2017			
Annual consumption per system/source (i.e., gallons, kilowatt hours, cord(s))	Unknown - seasonal use			
Malfunction per system(s)/source(s) within past 2 years	None			
Other pertinent information				

Is there an oil supply line? Yes No Unknown Is it buried? Yes No Unknown Is it sleeved? Yes No Unknown
 Chimney(s): Yes No If yes, lined: Yes No Unknown Last Cleaned: Unknown
 Is more than one heat source vented through one flue? Yes No Unknown Had a chimney fire: Yes No Unknown
 Has chimney been inspected? Yes No Unknown; If Yes, when: _____ Direct/Power Vent: Yes No Unknown

COMMENTS: None
 Source of SECTION III information: Seller

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 IF YES: Are tanks in current use? Yes No Unknown
 IF NO above: How long have tank(s) been out of service? N/A
 What materials are, or were, stored in the tank(s)? N/A
 Age of tank(s): _____ Size of tank(s): N/A
 Location: N/A

Have you experienced any problems such as leakage? _____
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 COMMENTS: None
 Source of information: Seller

B. ASBESTOS - Current or previously existing:
 • as insulation on the heating system pipes or duct work? Yes No Unknown
 • in the siding? Yes No Unknown • in the roofing shingles? Yes No Unknown
 • in flooring tiles? Yes No Unknown • other: _____ Yes No Unknown
 Source of information: Seller
 COMMENTS: None

C. RADON/AIR - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: _____ By: N/A
 Results: _____ If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: N/A
 Source of information: Seller

D. RADON/WATER - Current or previously existing:
 Has the property been tested? Yes No Unknown
 IF YES: Date: _____ By: N/A
 Results: _____ If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? Yes No Unknown
 Are test results available? Yes No Results & Comments: _____
 Source of information: Seller

E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? Yes No Unknown
 Unknown but possible due to age
 IF YES, describe location and the basis for the determination: Age of home is unknown
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards? Yes No
 IF YES, describe: N/A
 Are you aware of any cracking, peeling or flaking paint? Yes No
 COMMENTS: None
 Source of information: Seller

Page 2 of 3 - SPD Buyer(s) Initials _____ Seller(s) Initials STP

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:
TOXIC MATERIAL: Yes No Unknown OTHER: _____
LAND FILL: Yes No Unknown
RADIOACTIVE MATERIAL: Yes No Unknown
Source of information: Seller
Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V. GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown
IF YES: Explain: ROW to Natalie Shepard, heirs and assigns - See Deed, Lease Agreements 2018
What is your source of information: _____
Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? Yes No Unknown
IF YES: Explain: _____ Forest Management and Harvest Plan available? Yes No Unknown
• Is this house currently covered by a flood insurance policy? Yes No Unknown
• Equipment leased or not owned (e.g., propane tank, hot water heater, satellite dish): Type: Satellite Dish
• Year Principal Structure Built: Unknown What year did Seller acquire property? 2004
• Roof: Year Shingles/Other Installed: Unknown
Water, moisture or leakage: None
Comments: Seller
• Foundation/Basement: Sump Pump: Yes No Unknown Comments: _____
Water, moisture or leakage since you owned the property: Yes No Unknown Comments: _____
Prior water, moisture or leakage? Yes No Unknown Comments: _____
• Mold: Has the property ever been tested for mold? Yes No Unknown If YES, are test results available? Yes No
• Electrical: Fuses Circuit Breaker Other: _____ Unknown
• Has all or a portion of the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No
• Manufactured Housing: Mobile Home - Yes No Unknown Modular - Yes No Unknown
• KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: Water side porch needs to be repaired. Portions of the roof need to be reshingled

Source of SECTION V information: Seller, Visual

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

SECTION VI. ADDITIONAL INFORMATION

Scott D. Powers is the surviving joint tenant in the referenced deed

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

Scott T. Powers 5/7/2018 2:04:06 PM PDT
SELLER DATE
87177F9835584D5...
Scott T. Powers

SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE

BUYER DATE



LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Scott T. Powers (hereinafter "Seller")
AND _____ (hereinafter "Buyer")
FOR PROPERTY LOCATED AT 3 Blueberry Knob Lane, Stonington, ME 04681

Said contract is further subject to the following terms:

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 interest 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 (check one)

(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.

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

Seller has provided the Buyer 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.

Buyer's Acknowledgment

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

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

(e) Buyer 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 paint 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

(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 they have provided is true and accurate.

DocuSigned by: <u>Scott T. Powers</u>		5/7/2018 2:04:06 PM PDT	
Seller	Date	Buyer	Date
<u>Scott T. Powers</u>			
Seller	Date	Buyer	Date
DocuSigned by: <u>Max Eato</u>	DocuSigned by: <u>Rhonda L Mitchell</u>	5/8/2018 8:13:17 AM PDT	
Agent	Date	Agent	Date
<u>Max Eato</u>		<u>Rhonda L Mitchell</u>	

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The Island Agency, PO Box 543, 86 Main St. Stonington ME 04681
Rhonda Mitchell

Phone: 207-460-2012 Fax:

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

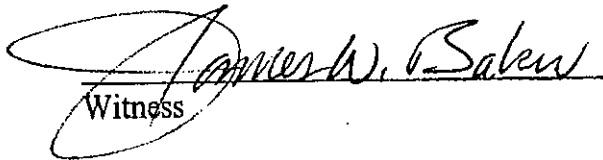
MARCELINA B. POWERS (a/k/a Marcelina Venus Powers), **TRUSTEE UNDER THE MARCELINA B. POWERS REVOCABLE TRUST**, dated August 20, 1993, whose mailing address is 6311 Alcott Road, Bethesda, Maryland 20817, hereinafter referred to as the Grantor, for consideration paid grants to **MARCELINA B. POWERS** (a/k/a Marcelina Venus Powers) and **SCOTT T. POWERS**, as joint tenants with right of survivorship, with a mailing address of 6311 Alcott Road, Bethesda, Maryland 20817, hereinafter referred to as the Grantees, with **QUITCLAIM COVENANTS**, all of my right, title and interest a certain lot or parcel of land situated in Oceanville, Town of Stonington, County of Hancock and State of Maine, and as more particularly described as follows:

SEE ATTACHED EXHIBIT A

Being the same property described in a quitclaim deed with covenant to the Grantor herein from Marcelina B. Powers a/k/a Marcelina Venus Powers, Successor Trustee under the Kendall G. Powers Revocable Trust by Trust Agreement dated August 10, 1993 and recorded in the Hancock County Registry of Deeds on March 31, 2003 in Book 3565, page 41.

IN WITNESS WHEREOF, the Grantor, has caused this instrument to be signed and sealed this ^{MSP} 22nd day of ^{Dec. MSP} ~~October~~ 2003.

Signed, Sealed and Delivered
in presence of:


Witness

**THE MARCELINA B. POWERS
REVOCABLE TRUST**

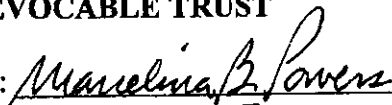
By: 
Marcelina B. Powers, Trustee

EXHIBIT A

A certain lot or parcel of land, together with all the buildings thereon, situated in Oceanville, Town of Stonington, County of Hancock and State of Maine, being more particularly described as follows:

Beginning at a galvanized iron carriage bolt in ledge or large boulder approximately ten (10) feet above the high water line of Southeast Harbor and at land now or formerly of Edward W. and Margaret C. Emerson as established by agreement dated September 20, 1974; thence South $67^{\circ} 36'$ West three hundred sixty-four and seventy-nine hundredths (364.79) feet along land of said Emerson as established by said agreement and approximately following an old stone wall to an angle in said wall; thence South $75^{\circ} 44'$ West fifty-five and sixty-nine hundredths (55.69) feet along land of said Emerson as established by said agreement, and approximately following said stone wall to an iron pipe embedded in concrete at the southwesterly terminus of said stone wall; thence South $52^{\circ} 41'$ West ninety-nine and sixty-five hundredths (99.65) feet along land of said Emerson as established by said agreement to an iron rod in ledge at or near the easterly sideline of the tarred road or town way leading to the residences now or formerly of Emerson and Wemple; thence North $29^{\circ} 00'$ West fifty-six and nineteen hundredths (56.19) feet along the approximate sideline of said road to an angle; thence North $54^{\circ} 56'$ West sixty-nine and sixty-three hundredths (69.63) feet along the approximate sideline of said road to an angle; thence North $71^{\circ} 26'$ West one hundred sixty-seven and eighty-three hundredths (167.83) feet along the approximate sideline of said road and crossing the private road leading into the premises hereby conveyed to an iron pipe in the ground and land now or formerly of Natalie Shepard; thence along land of said Shepard the following seven (7) calls: North $43^{\circ} 33'$ East eighty-seven and six tenths (87.6) feet to an angle; North $27^{\circ} 01'$ East one hundred ninety and nine tenths (190.9) feet to an iron pipe in the ground; North $48^{\circ} 46'$ East one hundred eighty and sixteen hundredths (180.16) feet to an iron pipe in the ground; North $69^{\circ} 43'$ East one hundred thirty-two and fifty-seven hundredths (132.57) feet to an iron pipe in the ground near the northwesterly corner of the garage situated on the premises hereby conveyed; North $86^{\circ} 37'$ East seventy-three and seventy-one hundredths (73.71) feet to an iron pipe in the ground; South $73^{\circ} 30'$ East sixty-nine and fifteen hundredths (69.15) feet to an iron pipe in the ground; South $56^{\circ} 01'$ East eighty-nine and twenty-five hundredths (89.25) feet to an iron pipe in a clump of oak trees near the bank of the shore of the aforesaid Southeast Harbor; thence continuing on the same course along land of said Shepard South $56^{\circ} 01'$ East to the high water line of said Harbor; thence southerly and southeasterly along said high water line in its various turnings and windings approximately two hundred ninety (290) feet to land of the aforesaid Emerson as established by the aforesaid agreement; thence South $67^{\circ} 36'$ West to the point of beginning. Containing approximately 5.1 acres. The courses refer to magnetic North 1974. Reference is made to plan entitled "Property Surveyed for Kendall G. Powers Oceanville Stonington, Maine" prepared by Richard A. Buxton, Civil Engineer, dated September 1974.

Being the same premises conveyed by Kendall G. Powers and Marcelina B. Powers to Kendall G. Powers, Trustee of the Kendall G. Powers Revocable Trust U. B. T., dated August 31, 1993, and recorded in Book 2146, Page 316 of the Hancock County Registry of Deeds.

2901

Together with all right, title and interest of Natalie Shepard in and to the shore and flats adjoining the above described lot to the lower water line of Southeast Harbor and between the northerly and southerly boundaries of said lot extended to said low water line, and together with all right, title and interest of the said Natalie Shepard in and to the area between the sidelines of the lot hereby conveyed and the center line of said road, as set forth in a deed from Natalie Shepard to Kendall G. Powers and Marcelina B. Powers dated September 23, 1974, and recorded in Book 1203, Page 631 of said Registry.

Subject to a right of way reserved to Natalie Shepard, her heirs and assigns, for all purposes of a way, to be used in common with the grantee herein, her successors and assigns, as more fully set forth in said aforementioned deed from Natalie Shepard to Kendall G. Powers and Marcelina B. Powers.

Together with all rights, privileges and appurtenances to the above-granted estate.

HANCOCK COUNTY

EJRET:
KIM SCHULTZ GOSS
BAGLEY, RHODY, PC
ANNAPOLIS, MD

STATE OF MARYLAND
COUNTY OF MONTGOMERY

mSP
Dec. 22
October _____, 2003

Then personally appeared the above named Marcelina B. Powers (a/k/a Marcelina Venus Powers), Trustee under the Marcelina B. Powers Revocable Trust, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the Marcelina B. Powers Revocable Trust.

EDWARD A. MARTIN
NOTARY PUBLIC
STATE OF COLORADO

Before me,

[Signature]

Attorney-at-Law/Notary Public

MY COMMISSION EXPIRES 07/28/2007

Edward A. Martin
Print Name

State of Colorado
City and County of Denver
Signed this 22 day of
December before
me by Marcelina Powers



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 may not act as 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:

following services, in addition to the basic 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:

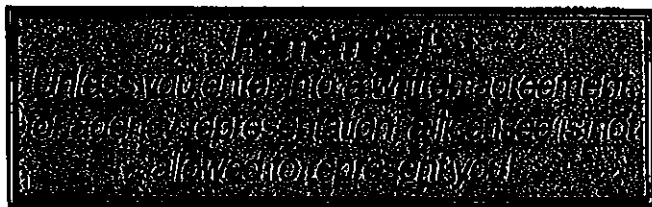
- ✓ The company and all of its affiliated licensees represent you as a client (called "single agency");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "appointed agency"); or
- ✓ The company may offer limited agent 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. The possibilities and consequences of dual agency representation must be explained to you by the licensee. *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. Also, a dual agent may not be the advocate for either party and cannot negotiate for nor advise as to the price or terms of the transaction.

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) _____

To _____
Name of Buyer(s) or Seller(s)

by _____
Licensee's Name

on behalf of _____
The Island Agency
Company/Agency

MREC Form#3 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maine.gov/professionallicensing.
Inactive licensees may not practice real estate brokerage.