



ACTIVE · SET PRICE

Lovell, 44 Greenwood Drive - 16.66 acrs

± 17 Acres | Oxford County | Maine | Near Lovell

First Time on the Market - Historic Blackberry Hill on Kezar Lake

PRICE	PRICE / ACRE	ACREAGE
\$1,500,000	\$90,036	± 17

PROPERTY OVERVIEW

A rare opportunity to own Blackberry Hill, a cherished family retreat on the Narrows of beautiful Kezar Lake in Lovell. Set on 16.66± acres (town tax records), this thoughtfully designed three-season cottage offers exceptional privacy, breathtaking sunsets, and sweeping westerly views across Kezar Lake to New Hampshire's White Mountains. Designed by architect Frank Lopez and completed in 1953 for the family of Bishop George Cadigan and artist Jane Cadigan, the 1,389± square-foot cottage blends timeless character with a remarkable natural setting. The home features single-level living with three bedrooms, one bath, cathedral ceilings, warm wood floors, a striking fieldston...

PROPERTY DETAILS

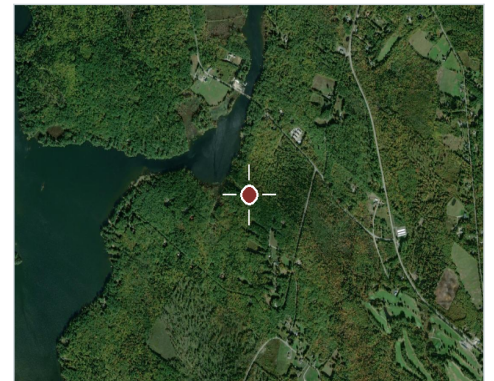
TYPE	ACCESS
Conservation (Conservation Easement)	Gravel Road · Legal Access
UTILITIES	WATER FEATURES
Electric · Telephone	Lake Access · Lake Front
VIEWS	IMPROVEMENTS
Mountains · Lake	Well · House

COUNTY TAX PARCEL IDS
U06-012

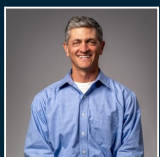
DOCUMENTS INCLUDED

Aerial Photo · Directions map · Location map · Survey · Deed · Conservation Easement · Conifer Map to Beach · FEMA Map · Disclosure · Lead Paint Disclosure · Greater Lovell Land Trust Trails

LOCATION



Oxford County, Maine



John Colannino

Northeast Broker, ME, NH
O: 207.817.9079 C: 207.266.7355
John.Colannino@afmforest.com
Principal Broker: Becky Colannino (Maine)
Co-Listing: Becky Colannino · 207.745.5230

SCAN TO VIEW



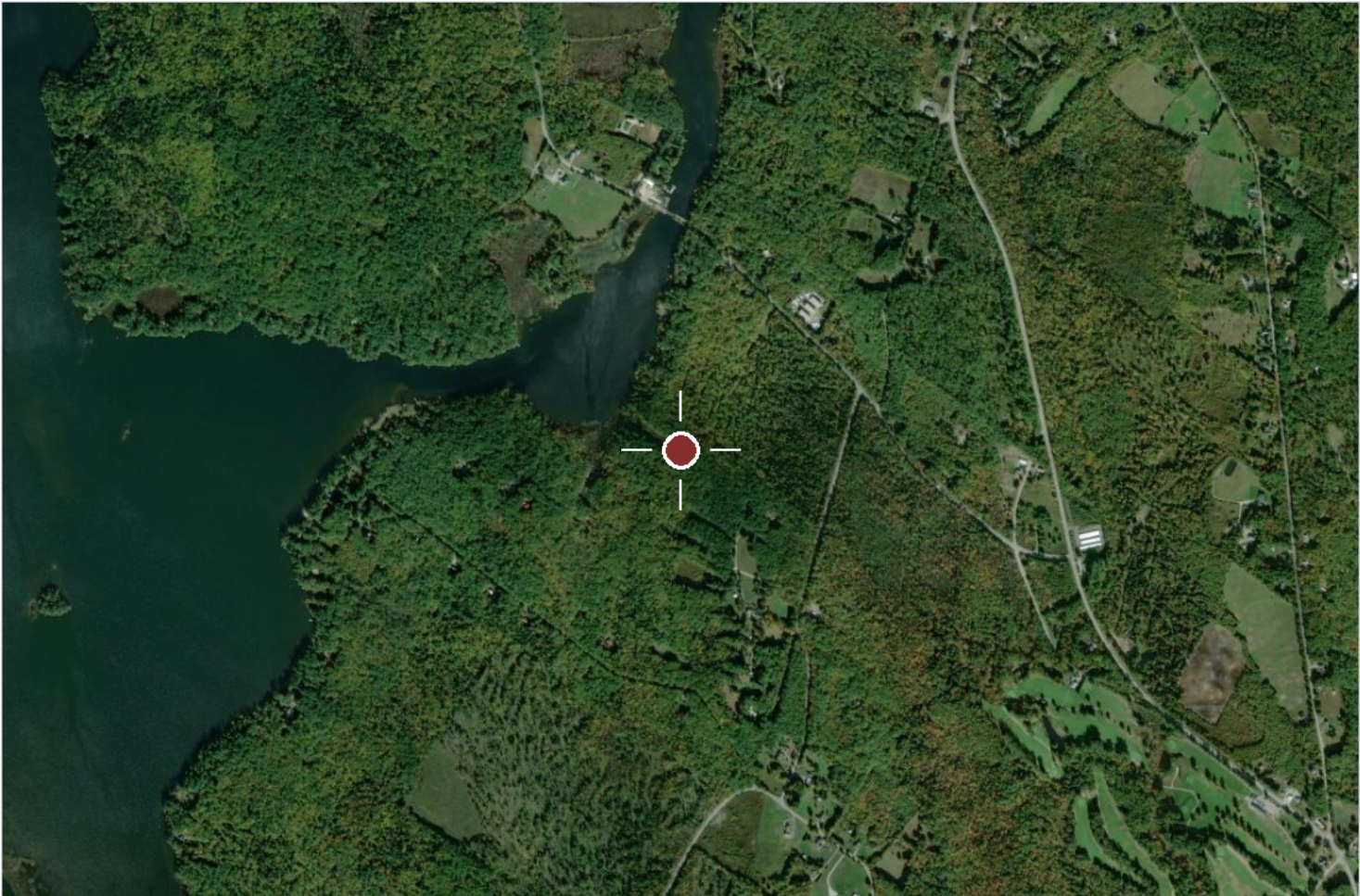
Property Photos

Lovell, 44 Greenwood Drive - 16.66 acrs · Oxford County · Maine · Near Lovell

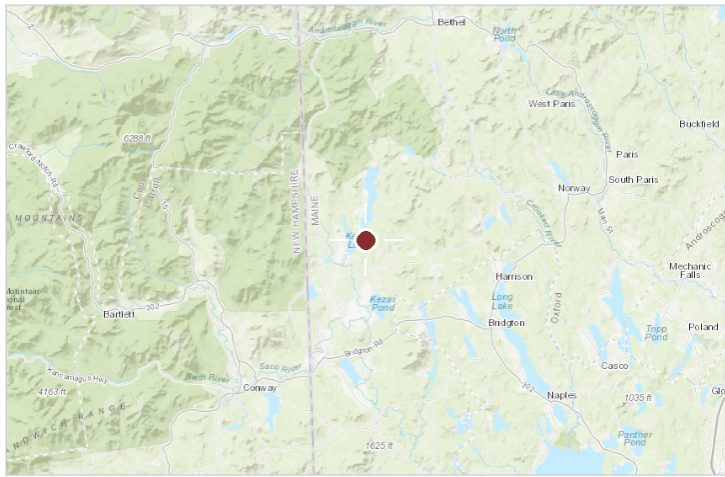


Location & Access

Lovell, 44 Greenwood Drive - 16.66 acrs · Oxford County · Maine · Near Lovell



Aerial imagery centred on the tract. Boundaries shown elsewhere in this package are approximate and for illustration only.



Regional locator

COUNTY & STATE
Oxford County, Maine

NEAREST CITY
Lovell

APPROXIMATE CENTRE
44.1578, -70.90718

COUNTY TAX PARCEL IDS
U06-012

INTERACTIVE MAP



<https://id.land/maps/157eef05fde539c208a98e62ac5ddb7a/share>

SUBDIVISION PLAN OF
CONIFER ON KEZAR LAKE
FOR
LAND/VEST PROPERTIES, INC.
TOWN OF LOVELL, OXFORD COUNTY, MAINE

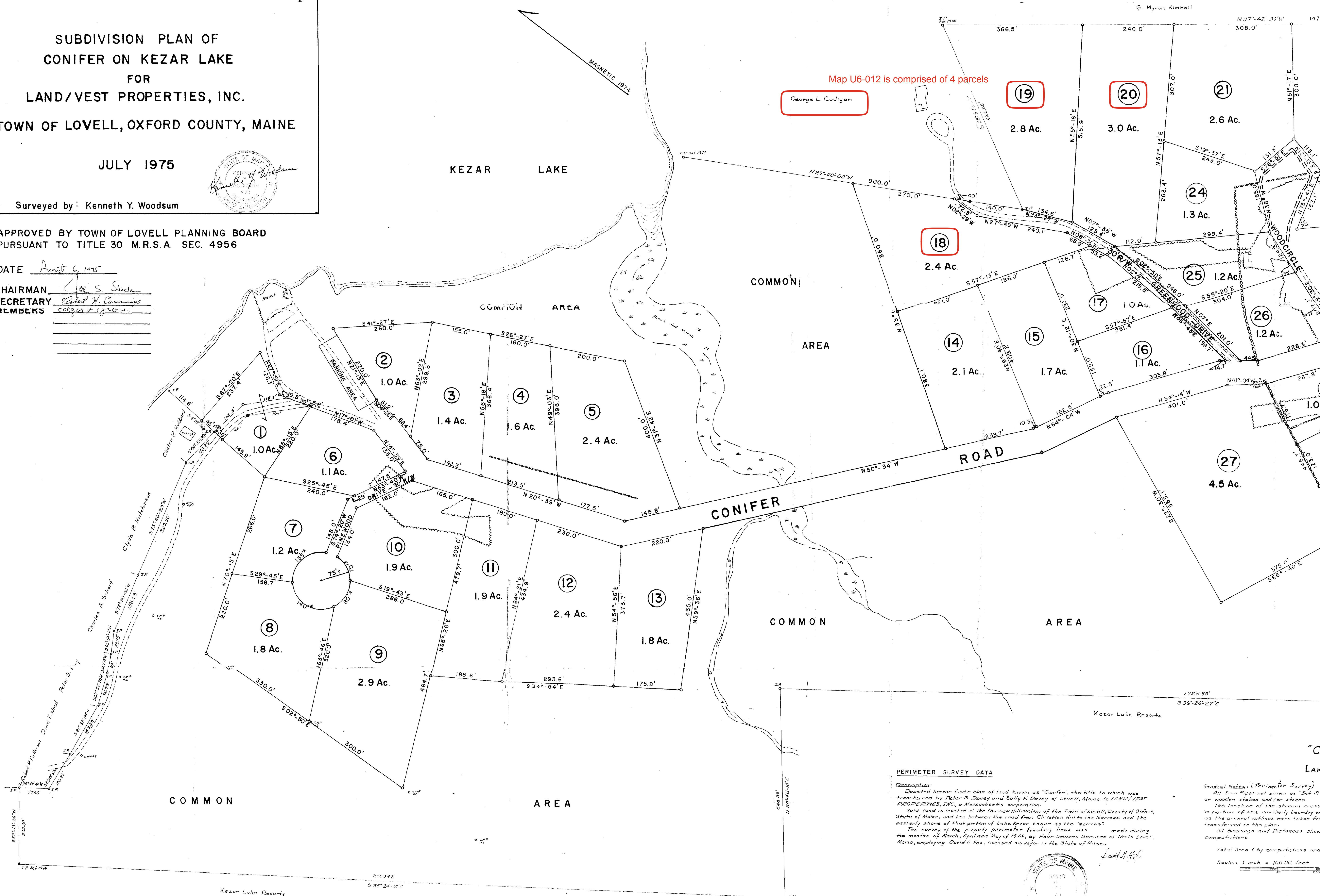
JULY 1975

Surveyed by: Kenneth Y. Woodsum

APPROVED BY TOWN OF LOVELL PLANNING BOARD
PURSUANT TO TITLE 30 M.R.S.A. SEC. 4956

DATE August 6, 1975

CHAIRMAN Robert S. Surden
SECRETARY Robert N. Cummings
MEMBERS Charles A. Sullivan
Charles B. Hildreth
Charles P. Hildreth
Charles A. Sullivan
Charles B. Hildreth
Charles P. Hildreth



PERIMETER SURVEY DATA

Description: Disputed heron find a plan of land known as "Conifer", the title to which was transferred by Peter S. Dorey and Sally F. Dorey of Lovell, Maine to LAND/VEST PROPERTIES, INC., a Massachusetts corporation. Said land is located at the Harvey Allotment of the Town of Lovell, County of Oxford, State of Maine, and lies between the road from Christian Hill to the Narrows and the eastern shore of that portion of Lake Kezar known as the "Narrows". The survey of the property perimeter boundary lines was made during the months of March, April and May of 1975, by Four Seasons Services of North Lovell, Maine, employing David C. Fox, licensed surveyor in the State of Maine.

General Notes: (Perimeter Survey) All iron pipes set shown on 254.19 or wooden stakes and/or stones. The location of the stream crosses a portion of the northerly boundary of the general outlines were taken for transfer to the plan. All Bearings and Distances shown are computations.

Total Area by computations and Scale: 1 inch = 100.00 feet

NO REAL ESTATE
TRANSFER TAX PAID

all
Book 309
Page 403

OXFORD WEST DIST. REGISTRY
REC'D 3-31-50 M. Seavey 30/1988
J. N. Seavey, Reg.

KNOW ALL MEN BY THESE PRESENTS, THAT I, George L. Cadigan and Jane M. Cadigan of Amherst, Hampshire County, Massachusetts in consideration of \$1.00 and other valuable consideration paid by Peter Cadigan and Deborah Cadigan both of Eugene, Oregon, David Cadigan of East Sullivan, Maine, Rufus Cadigan of Rockford, Illinois, Christine Jones and Ronald Jones both of Columbia, Missouri, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Peter Cadigan, Deborah Cadigan, David Cadigan, Rufus Cadigan, Christine Jones and Ronald Jones as joint tenants and not as tenants-in-common, their heirs and assigns forever, an undivided 50% interest in the following described real estate:

a certain lot or parcel of land situated on the easterly shore of Upper Kezar Lake in the town of Lovell, County of Oxford and State of Maine, being a portion of my present homestead and a part of that larger tract conveyed to me by Sidney H. McAllister et al. by deed dated April 24, 1922, recorded in the Oxford Western District Registry of Deeds in Book 113, Page 362. The parcel hereby conveyed is bounded and described as follows: Beginning at a point on the easterly shore of Upper Kezar Lake, which point marks the common corner of the parcel hereby conveyed and land formerly of Fred D. Kimball; thence South about 36° 30' East, 775 feet, first by said land formerly of Fred D. Kimball and then by land of Fred D. Kimball to a stake driven in the ground; thence South 26° 30' West, 525 feet more or less to a stake driven in the ground on the Conifer Pipe Line, so-called; thence North 14° 30' West, 319 feet to a stake driven in the ground on the Conifer Pipe Line; thence North 14° 45' West, 254 feet to a stake driven in the ground on the Conifer pipe line; thence North 16° 15' West, 193 feet to a stake driven in the ground on the Conifer Pipe Line; thence North 36° 30' West 254 feet to a stake driven in the ground near the shore of said Lake; thence continuing on in the same course to said Lake; thence northeasterly by the shore of said Lake, as it trends, 200 feet more or less to the point of beginning.

Together with a right of travel in common with ourselves, our heirs, assigns and others, over the old pump road, so-called, as now established, leading from the Conifer Lake Road, so-called, to the premises herein conveyed, said right of travel to exist during the lifetime of the within Grantees and the survivor of them or until title shall pass from them or the survivor of them, whichever event may first occur, but in any event the right of travel herein granted shall cease and expire upon the death of the survivor of said Grantees.

Saving, excepting and reserving, however, such flowage rights as may appear of record or be otherwise established.

The courses above mentioned were run in the Fall of 1949 by Waldo N. Seavey, Surveyor.

Being the same premises described in deed of Keinath S. Davey to George L. Cadigan and Jane M. Cadigan, dated May 10, 1950, recorded in Oxford County Western District Registry of Deeds at Book 154, Page 406.

PARCEL 2 situated in said town of Lovell on the easterly side of The Narrows, so-called, of Kezar Lake and lying southwesterly of that parcel heretofore conveyed by me to the within grantees by deed dated May 10, 1950 and recorded in the Oxford Western District Registry of Deeds in Book 154, Page 406, bounded and described as follows:

Beginning at a stake driven in the ground on the Conifer pipe line, so-called, and which stake marks the southerly corner of that parcel conveyed to the grantees as aforesaid and also marks the southerly corner of the parcel hereby conveyed; thence North 29° West nine hundred eighty (980) feet, more or less, to the shore of Kezar Lake and continuing in the same course to the mean low water mark of said Lake; thence northerly or northeasterly by the mean low water

mark of said Lake, as it trends, to a point where the southwesterly side line of that parcel conveyed by me to the grantees as aforesaid extended North 36° 30' West would strike the same; thence South 36° 30' East to the shore of said Lake; thence South 36° 30' East two hundred fifty-four (254) feet, more or less, to a stake on said Conifer pipe line; thence South 16° 15' East one hundred ninety-three (193) feet to a stake on said pipe line; thence South 14° 45' East two hundred fifty-four (254) feet to a stake on said pipe line; thence South 14° 30' East three hundred nineteen (319) feet to the stake begun at, said last four courses being by land of the within grantees conveyed to them by me as aforesaid.

Saving, excepting and reserving such rights of flowage as may appear of record or be otherwise established.

Also saving, excepting and reserving to Keinath S. Davey, his successors in title by inheritance or devise, but not to his assigns, the right to maintain the water system including pump, pump house, pipes and power lines as now used by him with the further right to enter upon said parcel at any and all times by foot or vehicle for the purpose of inspecting, laying, repairing and maintaining said water system and power lines.

Also conveying hereby a right of travel in common with myself, my heirs, assigns and others, over a right of way to be established by the grantors over some convenient route, from the Christian Hill Road, so-called, to the parcel herein conveyed.

Being the same premises described in deed of Keinath S. Davey to George L. Cadigan and Jane M. Cadigan, dated February 7, 1959, recorded in Oxford County Western District Registry of Deeds at Book 171, Page 552.

PARCEL 3 situated in the Town of Lovell, Oxford County, Maine, which is Lot #19 shown on a certain "Subdivision Plan of Conifer and Kezar Lake" approved by the Lovell Planning Board on August 6, 1975 and recorded in the Oxford County Western District Registry of Deeds in Plan Book 5, Page 73, containing 2.8 acres, more or less, together with the rights, benefits and interests, and subject to the covenants, reservations, easements and obligations, set forth in "Declaration of Protective Covenants, Reservations and Common Easements" made by the grantor and recorded in said Registry of Deeds in Book 219, Page 371; being a portion of the premises conveyed to the grantor by Warranty Deed of Peter S. Davey and Sally F. Davey dated December 26, 1973 and recorded in said Registry in Book 215, Page 325.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated December 19, 1975, recorded in Oxford County Western District Registry of Deeds at Book 220, Page 96.

PARCEL 4 situated in the Town of Lovell, Oxford County, Maine, which are Lots #18 and #20 shown on a certain "Subdivision Plan of Conifer on Kezar Lake" approved by the Lovell Planning Board on August 6, 1975 and recorded in the Oxford County Western District Registry of Deeds in Plan Book 5, Page 73, containing 2.4 and 3.0 acres, more or less, respectively, together with the rights, benefits and interests, and subject to the covenants, reservations, easements and obligations set forth in "Declaration of Protective Covenants, Reservations and Common Easements" made by the grantor and recorded in said Registry of Deeds in Book 219, Page 371; being portions of the premises conveyed to the grantor by Warranty Deed of Peter S. Davey and Sally F. Davey dated December 26, 1973 and recorded in said Registry in Book 215, Page 325.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated August 25, 1981, recorded in Oxford County Western District Registry of Deeds at Book 250, Page 382.

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PARCEL 5 a right of travel in common with myself, my heirs, assigns and others from the West Lovell Road, so-called, to the present property of said Grantees over the following described camp road and route, to wit:

Over the camp road leading from said West Lovell Road to a point on said camp road where it bounds the back line of the camp lot of one Paisley, said point being approximately at the center of said Paisley back line; thence southerly or southeasterly on a course that will pass by and clear the easterly corner of the present camp lot of one Loomis, and then continuing on in about the same course to the power line leading to Grantees present property, and then following the course of said power line to Grantees land.

Being the same premises described in deed of Fred D. Kimball to George L. Cadigan and Jane M. Cadigan, dated August 1, 1951, recorded in Oxford County Western District Registry of Deeds at Book , Page .

PARCEL 6 a right of way in common with the Grantor, its successors and assigns, and others, over a right of way extending from the Christian Hill Road, so-called, in the Town of Lovell, Oxford County, Maine, over those ways shown as Conifer Road and Greenwood Drive on a certain Plan of "Conifer" on Kezar Lake dated July 1975 and recorded in said Registry of Deeds in Plan Book 5, Page 73, to those premises conveyed to the Grantees by deeds of Keinath S. Davey dated May 10, 1950 and February 7, 1959, and recorded in the Oxford County Western District Registry of Deeds, in Book 154, Page 406, and in Book 171, Page 552, respectively.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated September 24, 1975, recorded in Oxford County Western District Registry of Deeds at Book 220, Page 69.

Together with a right of travel in common with others from the West Lovell Road so-called to the present property of said Grantees over the following described camp road and route to-wit over the camp road leading from said West Lovell Road to a point on said camp road where bounds the back line of the camp lot of one Paisley. Said point being approximately at the center of said Paisley back line. Thence southerly or southeasterly on a course that will pass by and clear the easterly corner of the present camp lot of one Loomis and then continuing on in about the same course to the power line leading to grantees present property and then following the course of said power line to grantees land, all as described in deed of Fred D. Kimball to George Cadigan and Jane Cadigan dated August 1, 1951.

Also, together with a right-of-way in common with others over a right of way extending from the Christian Hill Road, so-called, in the Town of Lovell, Oxford County, Maine, over those ways shown as Conifer Road and Greenwood Drive on a certain plan of "Conifer" on Kezar Lake dated July, 1975 and recorded in said Registry of Deeds in Plan Book 5, Page 73 to those premises described in deeds of Keinath S. Davey dated May 10, 1950 and February 7, 1959 and recorded in the Oxford County Western District Registry of Deeds in Book 154, Page 406 and in Book 171, Page 552 respectively.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Peter Cadigan, Deborah Cadigan, David Cadigan, Rufus Cadigan, Christine Jones and Ronald Jones as joint tenants and not as tenants-in-common, their heirs and assigns to their own use and behoof forever.

And we covenant with the said Grantees, their heirs and assigns that we are lawfully seized in fee of the premises, that they are free of all encumbrances, that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that our successors and assigns shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever against lawful claims and demands of all persons.

IN WITNESS WHEREOF, George L. Cadigan and Jane M. Cadigan have hereunto set their hands and seals this 23 day of December, 1989

George L. Cadigan
George L. Cadigan

Jane M. Cadigan
Jane M. Cadigan

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

December 23, 1989

Personally appeared the above-named George L. Cadigan and acknowledged the foregoing instrument to be his free act and deed, before me,

Peter W. MacConnell

Notary Public

PETER W. MACCONNELL

My Commission expires: 1/27/1995

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CONSERVATION EASEMENT

THIS INDENTURE made this 22nd day of November, 1989, by and between Peter Cadigan and Deborah Cadigan of Eugene, Oregon, David Cadigan of East Sullivan, Maine, Rufus Cadigan of Rockford, Illinois, and Christine Jones and Ronald Jones of Columbia, Missouri, (hereinafter collectively referred to as "Grantor"), and the Greater Lovell Land Trust, Inc. a Maine corporation with a mailing address of Box 181, Center Lovell, Maine (hereinafter referred to as the "Holder").

WITNESSETH:

WHEREAS, the Grantor holds title to approximately fifteen (15) acres of real property, more or less, situated in Lovell, Maine, consisting of several contiguous parcels and associated rights of way described in two deeds dated December 23, 1989 [sic], and March 23, 1989, recorded at the Oxford County West District Registry of Deeds, at Book 302, Page 96 et seq. on December 30, 1988, and Book 304, Page 664 et seq., on May 31, 1989; and,

WHEREAS, the property consists of four contiguous lots as described as parcel nos. one through four inclusive on exhibit A attached hereto; and,

WHEREAS, Grantor is the owner of a fee interest in the above referenced property, hereinafter called the Protected Property; and

WHEREAS, the Protected Property remains in a substantially undisturbed natural state and provides scenic enjoyment to the general public when viewed from the public waters of Kezar Lake, and has significant scenic and ecological value; and

WHEREAS, the Protected Property consists of natural shoreland, meadows, and woodland areas that are important to the maintenance of the ecology of the area, and harbor a diversity of plant and animal life as well as a diversity of natural features and habitat, including shoreline, meadows, and spruce-fir and mixed hardwood forest; and

WHEREAS, any development of the Protected Property beyond that permitted in this Conservation Easement would have an adverse effect on the natural character of the Protected Property and on the visual aspect of the Protected Property as seen from the surrounding areas by the general public; and

WHEREAS, the Protected Property is subject to increasing residential development pressure that may be detrimental to existing scenic natural resources and to the public's opportunity to enjoy such resources; and

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OXFORD WEST DIST. REGISTRY

RECORDED JAN. 24/1990

Jean Watson, Reg.

WHEREAS, this Indenture is created pursuant to The Uniform Conservation Easement Act at Title 33, Maine Revised Statutes, 1964, Sections 476 through 479-B, inclusive, as amended; and

WHEREAS, the Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, 1964, Section 476(2) [B], as amended, and is a Qualified Organization under Section 170(h)3 to wit: a publicly funded, non-profit 501 (C) (3) organization operated primarily to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational and open space values of real property; and

WHEREAS, the Grantors and Holder, recognizing the uniqueness of the Protected Property as a Maine lake shorefront and of the ecologically significant and scenic character of the Kezar Lake region in which the Protected Property is located, have the common purpose of conserving the natural values of the Protected Property and the visual aspect of the Protected Property as seen by the general public by the conveyance of a Conservation Easement on, over and across the Protected Property, which shall benefit, protect and conserve the natural values of the Protected Property, conserve the scenic and ecological values of the region, and prevent the use or development of the Protected Property for any purpose or in any manner beyond those permitted herein that would conflict with its natural, scenic, and open condition or with the scenic enjoyment of the Protected Property by the general public;

NOW THEREFORE, in consideration of the facts above recited, and the covenants herein contained, the Grantor does hereby grant with quit claim covenants to the Holder, its successors and assigns, as an absolute and unconditional gift, forever and in perpetuity a Conservation Easement in gross over the Protected Property.

1. Purpose:

It is the dominant purpose of this Easement to preserve and protect in perpetuity the natural and scenic character of the Protected Property. In doing so, it is the purpose of this Easement to foster the continuation of responsible conservation practices, and limited residential, agricultural, and recreational uses.

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2. Affirmative Rights Conveyed:

The affirmative rights conveyed by this Easement are the following:

A. The right of the Holder to identify, to preserve, and to protect in perpetuity the natural, ecological, and scenic character of the Protected Property.

B. The right of the Holder to enter upon the Protected Property at any time and in any manner that will not unreasonably interfere with the permitted uses being made of the Protected Property for the purposes of inspection and to enforce and exercise the rights herein granted.

C. The right of the Holder to prohibit any taint, corruption, or pollution of whatever character on the Protected Property arising from any use of the Protected Property not permitted hereunder.

D. The right of the Holder to enforce the covenants herein set forth by proceedings at law or in equity or as otherwise may be appropriate, including the right to enter and restore the Protected Property, at Grantor's cost, to its condition prior to any breach hereof.

3. Land Use:

The Protected Property shall be used for limited residential use and conservation purposes only, provided further that the Grantor agrees to reasonably limit the use of phosphate and nitrogen containing compounds to avoid eutrophication of the adjoining waters. No commercial, industrial, quarrying or mining activities shall be permitted on the Protected Property except for the rental of the Protected Property and structures permitted hereunder for uses herein permitted, and other specific uses herein defined. No apartment buildings, campgrounds, multi-family units, trailer parks, motels or hotels shall be constructed on the Protected Property. The Protected Property shall not be further subdivided, nor shall it become part of any subdivision scheme or plan if combined with any other property, even if the result of said scheme or plan would be to leave the Protected Property in its original state or size; nor shall the Protected Property be used as common frontage for lake access for any other lots or land; provided however that one additional residential structure may be constructed on the Protected Property, said structure to be ancillary to the existing structures and to be used primarily for additional sleeping or guest quarters. The said additional structure shall not contain separate

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plumbing, sanitary, or kitchen facilities, but may have associated paths and utility lines. Nothing herein shall be construed to prevent the Protected Property from being combined with contiguous parcels to form a larger lot so long as the result of said combination does not violate any other provision of this easement.

4. Permitted Structures

At present there is one (1) residential structure on the Protected Property, and, in addition, a dock, a well, and a utility line. No additional structures of any kind, temporary or permanent, shall be located on the Protected Property, except however, there are retained in the Grantor, the following rights: one (1) additional residential structure and associated paths and utility lines therefore may be constructed as set forth above.

A. The right to replace, rebuild, restore, rehabilitate, alter and add to any or all of the existing structures; however, any such replacement, rebuilding, or alteration shall be such as not materially to alter the natural, traditional, and scenic appearance of the Protected Property. No replacement, rebuilding or alteration shall substantially alter the location of the existing structures nor exceed their present size by more than 25% in terms of gross floor space and/or height, unless prior written approval is obtained from the Holder. Grantor, their heirs and assigns, shall give written notice to the Holder before exercising the rights retained under this Covenant 4.A.

B. The right to perform ordinary maintenance on the existing structures allowed hereunder.

C. The right to erect and maintain fences for the purposes of gardening, controlling animals, and controlling unauthorized use, provided such fences shall not materially alter the traditional, natural and scenic appearance of the Protected Property when viewed from the public roadway or from offshore.

D. The right to erect the following structures: an additional dwelling or residential structure as set forth above.

5. Surface Alterations

At present, there is a septic system, overhead and/or underground utility cables, and one unpaved roadway on the Protected Property. No

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further filling, dumping, excavation or other alteration shall be made to the surface of the Protected Property other than that caused by the forces of nature, except, however, there are retained by the Grantor, the following rights:

A. The right to cultivate for household gardens and ornamental plantings.

B. The right to excavate in connection with the establishment, maintenance, replacement and rebuilding of: (1) the existing structures; (2) water, sewerage, electric, telephone and other utility services related to the permitted use of the Protected Property; and (3) existing roads, timber roads and fire protection roads as appropriate or necessary to the protection and permitted use of the Protected Property; provided that said roads shall not be overlaid with petroleum derivative road cover (paving) unless required by governmental authority; and further provided that in the exercise of any of these retained rights, the adjacent land be thereafter restored as soon as possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

C. The right to develop the Protected Property's water resources for any use permitted hereunder on the Protected Property only, through the creation of wells, and the excavation of springs. This right includes the right to bring drilling and excavating equipment onto the land, to lay water lines, to install pumps, well/spring houses or covers, and to repair and maintain such water resource apparatus; provided that the disturbed surrounding area be thereafter restored as soon as possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

6. Specific Prohibitions

Without limiting the generality of the foregoing, billboards, trailers, mobile homes, towers, exterior mercury or sodium vapor lights, prominent antennae or apparatus for telecommunications and radar, bridges or causeways, or use of aircraft except in an emergency are specifically prohibited on the Protected Property, except however, there are retained by the Grantor, the following rights:

A. The right to post the Protected Property to control unauthorized use and hunting, and to prevent trespass.

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B. The right to erect temporary signs by the roadside to advertise the Protected Property for sale or rent.

C. The right to erect a mailbox and sign at the roadway entrance to the existing residence indicating the name of the residents and/or residence.

7. Vegetation Management

The use of herbicides, insecticides, fungicides, fertilizers and other agricultural or silvicultural agents shall be limited so as to protect other important conservation interests to be protected by this Conservation Easement. In particular, the use of compounds containing phosphates and other nutrients shall be limited to reduce eutrophication of streams and lakes.

The destruction or removal of standing timber, plants, shrubs or other vegetation shall not be permitted except as set forth herein, except however, there are retained in the Grantor, and his heirs and assigns, the following rights:

A. The right to clear and/or restore forest cover that is damaged or destroyed by the forces of nature, or as necessary to prevent the spread of disease or fire.

B. The right to gather, use or remove dead wood.

C. The right to prune or selectively thin trees to provide firewood for personal use of residents of the Protected Property.

D. The right to mow and cut shrubs, saplings, grasses and other vegetation to landscape, including the right to mow the existing pastures and meadows to maintain the open areas on the Protected Property and to preserve and reasonably expand the existing views.

E. The right of the Grantor to mow and cut vegetation so as to maintain the existing open areas and lawns.

F. The right to clear vegetation and forest cover as necessary in the establishment, construction, maintenance, replacement and rebuilding of: (1) the existing structures; (2) the water resources or services, sewerage, electric, telephone and other utility services related to the permitted use of the Protected Property; (3) existing and additional footpaths; and (4) roads,

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and fire protection roads, as necessary or appropriate to the permitted use and protection of the Protected Property; provided that in every case the adjacent land be thereafter restored, as soon as possible, to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

G. The right to plant selectively, cut and harvest timber for aesthetic purposes so as to develop and maintain a healthy stand of mature indigenous tree species and maintain the scenic quality of the Protected Property when viewed from or from offshore. Any such activities shall be conducted in accordance with a forest management plan approved in advance by the Holder. The clearing of mature forest cover shall generally be minimized, as clearing of forest cover causes increased surface run-off and concomitant increases in phosphates and other pollutants in the surrounding watershed.

8. Waste Disposal

Any construction, operation, modification, alteration, or reconstruction of any waste disposal system or method shall be conducted in a manner that will prevent discharge of any waste into fresh waters or groundwater located in, on or about the Protected Property that will at all adversely affect the purity of said water. It is expressly forbidden to dispose of or store rubbish, offal, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste material on the Protected Property, except that waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals.

9. Access

Notwithstanding the public benefit intended and conveyed hereby, nothing contained herein shall be construed as affording the public physical access to any portion of the Protected Property. Nothing in this Easement shall be construed to preclude Grantor's right to grant limited public access across the Protected Property, provided that such access is allowed in a reasonable manner that does not result in degradation of the Protected Property and/or disturbance of plant or wildlife habitat.

10. Construction

If uncertainty should arise in the interpretation of this Conservation Easement, judgment should be made in favor of conserving the Protected Property in its natural, open and scenic state. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state, or local government or governmental agency having competent jurisdiction over the Protected Property. Nothing in this Conservation Easement shall be construed in derogation of rights held by third parties, including parking rights as set forth on the deeds first referenced above.

11. Reserved Right of Grantors

Except as expressly limited herein, Grantor reserves all rights as owner of the Protected Property, including the right to use the Protected Property for all purposes not inconsistent with this grant.

12. Amendment

Grantor and Holder recognize that circumstances could arise which would justify modification of certain of the restrictions contained in this Conservation Easement. To this end, Grantor and Holder shall have the right to agree to amendments to this easement, without prior notice to any party, provided that in the sole and exclusive discretion of Holder such amendment furthers or is not inconsistent with the purpose of this easement to protect and preserve the scenic and natural values of the Protected Property. Such amendment shall become effective upon execution by the Grantor and the Holder, or their heirs or assigns, and upon recording at the Oxford County Registry of Deeds. Notwithstanding the foregoing, the Holder and Grantor shall have no right or power to agree to any amendments that would cause it to fail to qualify as a valid easement under Title 33 MRSA Section 476 et. seq., the Uniform Conservation Easement Act of the State of Maine, or as a qualified conservation contribution under Section 170 (h) of the Internal Revenue Code governing "Qualified Conservation Contribution," or any regulations issued pursuant thereto.

13. Baseline Data

Holder acknowledges by acceptance of this Easement that Grantor's historical and present uses of the Property are compatible with the purposes

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of this Easement. In order to establish the present condition of the Protected Property's natural and scenic resources, so as to be able properly to monitor future uses of the Protected Property and assure compliance with the terms hereof, Grantor has provided the Holder with an inventory of the Protected Property's relevant features and conditions (the "Baseline Data"), and, by execution hereof, Holder acknowledges the receipt of such Baseline Data to its satisfaction. The Baseline Data includes any exhibits attached to this Conservation Easement, aerial and other photographs, topographical maps, and lists of structures and their dimensions, insofar as the same are presently in the possession of Grantor and have been made available to Holder. The parties acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's historical and present use or the physical condition of the Protected Property as of the date hereof, the parties shall not be foreclosed from utilizing and all other relevant or material documents, surveys, reports and other evidence to assist in the resolution of the controversy.

14. Monitoring and Enforcement Rights of Holder

The Holder and its successors and assigns, shall make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. In connection with such efforts, Holder may make periodic inspections of the Protected Property at any time and in any manner that does not unreasonably interfere with the uses of the Protected Property permitted hereunder, provided that the Holder shall notify the Grantor prior to such inspection. Holder shall prepare and keep on file a Monitoring Report for each such inspection and make such reports available to the Grantor. Nothing herein shall be construed to require the Holder to enforce or exercise any rights granted to it except in its sole discretion.

In the event the Holder becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth and the Holder determines that enforcement is necessary or advisable, Holder shall give notice to Grantor of such event or circumstance of noncompliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of noncompliance and, at its discretion, sufficient to restore the Protected Property to its condition prior to such breach. Failure by the Grantor with reasonable speed to cause discontinuance, abatement or such other corrective action as may be demanded by Holder, shall entitle Holder, at its discretion, to enter the Protected Property to take such action reasonably

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necessary to effect such correction, to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to obtain injunctive relief, and to recover any damages arising from such non-compliance. If such court determines that Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Holder for any reasonable costs of restoration, correction and enforcement, including court costs, reasonable attorney's fees, and any other payments ordered by such court. The failure of the Holder, for any reason whatsoever, to enforce any of the terms, covenants, or restrictions of the Conservation easement shall not constitute a waiver of its right to enforce the same or any other provisions hereof.

15. Estoppel Certificates

Holder shall, at any time and at Grantor's cost, within a reasonable time after Grantor's written request, execute, acknowledge and deliver to Grantor a written certificate in a form suitable for recording stating that Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist. Grantor agrees to make such request only for reasonable cause.

16. Costs and Taxes

Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property. In addition, Grantor agrees to bear all costs and responsibility of operation, maintenance and upkeep of the Protected Property and does hereby release and relieve Holder, its officers, directors, agents and employees therefrom, and will defend and hold Holder, its officers, directors, agents and employees harmless against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Holder by reason of loss of life, personal injury and/or damages to property occurring in or around the Protected Property, except such acts or omissions as may arise from the gross negligence of the Holder, its officers, directors, agents and employees in the discharge of its obligations hereunder, and except for actions or claims brought against Holder by or on behalf of its agents, employees, successors or assigns.

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17. Grant in Perpetuity

The Easement herein granted and any amendment or assignment hereof shall be recorded at the Oxford County Registry of Deeds and shall be a burden upon and shall run with the land and shall be binding upon Grantor's heirs and assigns forever. A copy of the restrictions contained in this conservation easement and incorporation by reference of this deed shall be included in any subsequent deed, probate decree, or legal instrument which conveys any interest (including a leasehold) in or to the Protected Property, or, in the alternative, a suitable title reference to this instrument shall be made in any instrument which conveys any interest in or to the Protected Property. Any failure to so include the terms hereof or a reference hereto shall not operate in any way to invalidate this Easement. Grantor agrees to notify the Holder in writing within thirty (30) days of any transfer of title of the Protected Property of any part thereof or of any lease thereof exceeding one year; provided that any failure to so notify shall not operate to invalidate the transfer.

18. Subsequent Transferees

By acceptance of this Conservation Easement, the Holder covenants and agrees to accept the same as real covenants running with the land in perpetuity, and not as conditions to this Conservation Easement or as restraints on alienability, and Holder further covenants that: (1) it will hold this Conservation Easement in perpetuity for conservation purposes; (2) that it will not transfer said conservation easement, except to an entity which gives the Holder assurances that it is committed to the conservation purposes of the easement, and is able to and agrees to enforce the rights granted in this Conservation Easement; and (3) that any such transferee shall satisfy the requirements of Section 476 (2) of Title 33 of the Maine Revised Statutes Annotated of 1964, as amended (or successor provisions thereof).

19. Miscellaneous

(a) The term "Grantor," wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the above-named Grantor(s) and its authorized representatives, successors, assigns and all persons hereafter claiming by, under or through said Grantor, whether or not such persons signed this Conservation Easement or had an interest in the Protected Property on the execution date of this Conservation Easement. Notwithstanding the foregoing, a person

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shall have no obligation by virtue of this Conservation Easement as to any portion of or the whole of the Protected Property for which such person has ever had an interest, if and when such person shall cease to have any present, partial, contingent, collateral or future interest in the Protected Property or said portion thereof, provided such person shall have received a Certificate of Compliance as described in Covenant 15, Estoppel Certificate, as of the date of such transfer. The term "Holder," wherever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the above-named "Holder" and its representatives, successors and assigns.

(b) The inability to carry on any or all of the above uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds to terminate it or alter its terms.

(c) If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstance other than those as to which it is found to be invalid, shall not be affected thereby.

(d) Should it be necessary at any time in the future, in connection with any action of the Holder, to obtain the agreement or approval of the Grantor, or his successors and assigns in connection with any matter relating to this Conservation Easement, the agreement or approval of the owner or owners who are of full age and competent, of a majority interest in the Protected Property, or of any portion thereof, shall be deemed to be the agreement or approval of all the owners of the Protected Property.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR DOES CONVEYANT with the Holder and its successors and assigns that it is lawfully seized in fee of the premises, that the premises are free of all encumbrances except those set forth herein or set forth or referenced on Grantors' deed; that they have good right to convey the same to the said Holder and its successors and assigns, forever, against the lawful claims and demands of all persons.

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IN WITNESS WHEREOF, the said

has hereunto set their hands and seals this 22 day of November, 1989.

Peter Cadigan
Peter J. Cadigan
Peter Cadigan

Deborah Cadigan
Deborah Cadigan

David Cadigan
David Cadigan

Rufus Cadigan
Rufus Cadigan

Christine Jones
Christine Jones

Ronald Jones
Ronald Jones

State of Maine

County of Kennebec, ss.

November 22, 1989

Then personally appeared the above-named David Cadigan and acknowledged the foregoing instrument to be his free act and deed, before me:

Susan Hawkes
Notary Public
Attorney at Law
Susan Hawkes

BOOK 309 PAGE 415

The above and foregoing conservation easement was authorized to be accepted by the Greater Lovell Land Trust, Inc., Holder as aforesaid, and the said Holder does hereby accept the foregoing conservation easement, by and through Howard Corwin, its President, hereunto duly authorized, this 6th day of January, 1990.

The Greater Lovell Land Trust, Inc.

By: Howard Corwin
Its President

State of Maine
County of Oxford, ss.

1-6, 1990

Then personally appeared Howard A. Corwin
the authorized representative of the above-named Holder, and acknowledged the foregoing instrument to his free act and deed, and the free act and deed of the Greater Lovell Land Trust, before me:

Newton Trevens
Notary Public
Newton Trevens
My Comm. Exp. 05/30/91



BOOK 309 PAGE 416

a certain lot or parcel of land situated on the easterly shore of Upper Kezar Lake in the town of Lovell, County of Oxford and State of Maine, being a portion of my present homestead and a part of that larger tract conveyed to me by Sidney H. McAllister et al. by deed dated April 24, 1922, recorded in the Oxford Western District Registry of Deeds in Book 113, Page 362. The parcel hereby conveyed is bounded and described as follows: Beginning at a point on the easterly shore of Upper Kezar Lake, which point marks the common corner of the parcel hereby conveyed and land formerly of Fred D. Kimball; thence South about $36^{\circ} 30'$ East, 775 feet, first by said land formerly of Fred D. Kimball and then by land of Fred D. Kimball to a stake driven in the ground; thence South $26^{\circ} 30'$ West, 525 feet more or less to a stake driven in the ground on the Conifer Pipe Line, so-called; thence North $14^{\circ} 30'$ West, 319 feet to a stake driven in the ground on the Conifer Pipe Line; thence North $14^{\circ} 45'$ West, 254 feet to a stake driven in the ground on the Conifer pipe line; thence North $16^{\circ} 15'$ West, 193 feet to a stake driven in the ground on the Conifer Pipe Line; thence North $36^{\circ} 30'$ West 254 feet to a stake driven in the ground near the shore of said Lake; thence continuing on in the same course to said Lake; thence northeasterly by the shore of said Lake, as it trends, 200 feet more or less to the point of beginning.

Together with a right of travel in common with ourselves, our heirs, assigns and others, over the old pump road, so-called, as now established, leading from the Conifer Lake Road, so-called, to the premises herein conveyed, said right of travel to exist during the lifetime of the within Grantees and the survivor of them or until title shall pass from them or the survivor of them, whichever event may first occur, but in any event the right of travel herein granted shall cease and expire upon the death of the survivor of said Grantees.

Saving, excepting and reserving, however, such flowage rights as may appear of record or be otherwise established.

The courses above mentioned were run in the Fall of 1949 by Waldo N. Seavey, Surveyor.

Being the same premises described in deed of Keinath S. Davey to George L. Cadigan and Jane M. Cadigan, dated May 10, 1950, recorded in Oxford County Western District Registry of Deeds at Book 154, Page 406.

PARCEL 2 situated in said town of Lovell on the easterly side of The Narrows, so-called, of Kezar Lake and lying southwesterly of that parcel heretofore conveyed by me to the within grantees by deed dated May 10, 1950 and recorded in the Oxford Western District Registry of Deeds in Book 154, Page 406, bounded and described as follows:

Beginning at a stake driven in the ground on the Conifer pipe line, so-called, and which stake marks the southerly corner of that parcel conveyed to the grantees as aforesaid and also marks the southerly corner of the parcel hereby conveyed; thence North 29° West nine hundred eighty (980) feet, more or less, to the shore of Kezar Lake and continuing in the same course to the mean low water mark of said Lake; thence northerly or northeasterly by the mean low water

mark of said Lake, as it trends, to a point where the southwesterly side line of that parcel conveyed by me to the grantees as aforesaid extended North 36° 30' West would strike the same; thence South 36° 30' East to the shore of said Lake; thence South 36° 30' East two hundred fifty-four (254) feet, more or less, to a stake on said Conifer pipe line; thence South 16° 15' East one hundred ninety-three (193) feet to a stake on said pipe line; thence South 14° 45' East two hundred fifty-four (254) feet to a stake on said pipe line; thence South 14° 30' East three hundred nineteen (319) feet to the stake begun at, said last four courses being by land of the within grantees conveyed to them by me as aforesaid.

Saving, excepting and reserving such rights of flowage as may appear of record or be otherwise established.

Also saving, excepting and reserving to Keinath S. Davey, his successors in title by inheritance or devise, but not to his assigns, the right to maintain the water system including pump, pump house, pipes and power lines as now used by him with the further right to enter upon said parcel at any and all times by foot or vehicle for the purpose of inspecting, laying, repairing and maintaining said water system and power lines.

Also conveying hereby a right of travel in common with myself, my heirs, assigns and others, over a right of way to be established by the grantors over some convenient route, from the Christian Hill Road, so-called, to the parcel herein conveyed.

Being the same premises described in deed of Keinath S. Davey to George L. Cadigan and Jane M. Cadigan, dated February 7, 1959, recorded in Oxford County Western District Registry of Deeds at Book 171, Page 552.

PARCEL 3 situated in the Town of Lovell, Oxford County, Maine, which is Lot #19 shown on a certain "Subdivision Plan of Conifer and Kezar Lake" approved by the Lovell Planning Board on August 6, 1975 and recorded in the Oxford County Western District Registry of Deeds in Plan Book 5, Page 73, containing 2.8 acres, more or less, together with the rights, benefits and interests, and subject to the covenants, reservations, easements and obligations, set forth in "Declaration of Protective Covenants, Reservations and Common Easements" made by the grantor and recorded in said Registry of Deeds in Book 219, Page 371; being a portion of the premises conveyed to the grantor by Warranty Deed of Peter S. Davey and Sally F. Davey dated December 26, 1973 and recorded in said Registry in Book 215, Page 325.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated December 19, 1975, recorded in Oxford County Western District Registry of Deeds at Book 220, Page 96.

PARCEL 4 situated in the Town of Lovell, Oxford County, Maine, which are Lots #18 and #20 shown on a certain "Subdivision Plan of Conifer on Kezar Lake" approved by the Lovell Planning Board on August 6, 1975 and recorded in the Oxford County Western District Registry of Deeds in Plan Book 5, Page 73, containing 2.4 and 3.0 acres, more or less, respectively, together with the rights, benefits and interests, and subject to the covenants, reservations, easements and obligations set forth in "Declaration of Protective Covenants, Reservations and Common Easements" made by the grantor and recorded in said Registry of Deeds in Book 219, Page 371; being portions of the premises conveyed to the grantor by Warranty Deed of Peter S. Davey and Sally F. Davey dated December 26, 1973 and recorded in said Registry in Book 215, Page 325.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated August 25, 1981, recorded in Oxford County Western District Registry of Deeds at Book 250, Page 382.

PARCEL 5 a right of travel in common with myself, my heirs, assigns and others from the West Lovell Road, so-called, to the present property of said Grantees over the following described camp road and route, to wit:

Over the camp road leading from said West Lovell Road to a point on said camp road where it bounds the back line of the camp lot of one Paisley, said point being approximately at the center of said Paisley back line; thence southerly or southeasterly on a course that will pass by and clear the easterly corner of the present camp lot of one Loomis, and then continuing on in about the same course to the power line leading to Grantees present property, and then following the course of said power line to Grantees land.

Being the same premises described in deed of Fred D. Kimball to George L. Cadigan and Jane M. Cadigan, dated August 1, 1951, recorded in Oxford County Western District Registry of Deeds at Book , Page .

PARCEL 6 a right of way in common with the Grantor, its successors and assigns, and others, over a right of way extending from the Christian Hill Road, so-called, in the Town of Lovell, Oxford County, Maine, over those ways shown as Conifer Road and Greenwood Drive on a certain Plan of "Conifer" on Kezar Lake dated July 1975 and recorded in said Registry of Deeds in Plan Book 5, Page 73, to those premises conveyed to the Grantees by deeds of Keinath S. Davey dated May 10, 1950 and February 7, 1959, and recorded in the Oxford County Western District Registry of Deeds, in Book 154, Page 406, and in Book 171, Page 552, respectively.

Being the same premises described in deed of Land/Vest Properties, Inc. to George L. Cadigan and Jane M. Cadigan, dated September 24, 1975, recorded in Oxford County Western District Registry of Deeds at Book 220, Page 69.

Together with a right of travel in common with others from the West Lovell Road so-called to the present property of said Grantees over the following described camp road and route to-wit over the camp road leading from said West Lovell Road to a point on said camp road where bounds the back line of the camp lot of one Paisley. Said point being approximately at the center of said Paisley back line. Thence southerly or southeasterly on a course that will pass by and clear the easterly corner of the present camp lot of one Loomis and then continuing on in about the same course to the power line leading to grantees present property and then following the course of said power line to grantees land, all as described in deed of Fred D. Kimball to George Cadigan and Jane Cadigan dated August 1, 1951.

Also, together with a right-of-way in common with others over a right of way extending from the Christian Hill Road, so-called, in the Town of Lovell, Oxford County, Maine, over those ways shown as Conifer Road and Greenwood Drive on a certain plan of "Conifer" on Kezar Lake dated July, 1975 and recorded in said Registry of Deeds in Plan Book 5, Page 73 to those premises described in deeds of Keinath S. Davey dated May 10, 1950 and February 7, 1959 and recorded in the Oxford County Western District Registry of Deeds in Book 154, Page 406 and in Book 171, Page 552 respectively.

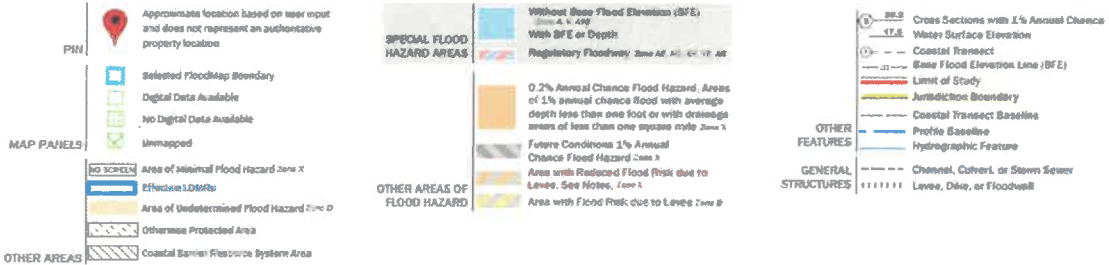


 Boundary



USDA USGS The National Map: Orthimagery: Data refreshed June, 2024

Powered by Esri



PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

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 Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

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 (if any): _____ ☐ N/A ☐ Yes ☒ No ☐ Unknown

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: NA 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? NA

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location: Behind the house off the porch

Installed by: Unknown

Date of Installation: 1960's?

USE: Number of persons currently using system: 2

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

Comments: Water pump was replaced

Source of Section I information: Sellers

Buyer Initials _____

Page 1 of 8

Seller Initials

DQC

VDM

RJC

C.C.

PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

SECTION II - WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☐ Public ☒ Private ☐ Quasi-Public ☐ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

~~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? _____~~

IF PRIVATE (Strike Section if Not Applicable):

Tank: ☒ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

Tank Size: ☐ 500 Gallon ☒ 1000 Gallon ☐ Unknown ☐ Other: _____

Tank Type: ☐ Concrete ☒ Metal ☐ Unknown ☐ Other: _____

Location: Off corner of house/opposite of driveway OR ☐ Unknown

Date installed: 1970's Date last pumped: Never pumped Name of pumping company: Never pumped

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem: NA

Date of last servicing of tank: NA Name of company servicing tank: NA

Leach Field: ☐ Yes ☒ No ☐ Unknown

If Yes, Location: NA

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

Date of last servicing of leach field: NA Company servicing leach field: _____

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem and what steps were taken to remedy: NA

Do you have records of the design indicating the # of bedrooms the system was designed for? ☐ Yes ☒ No

If Yes, are they available? ☐ Yes ☐ No

Is System located in a Shoreland Zone? ☐ Yes ☒ No ☐ Unknown

Comments: Kitchen sink goes into a drywell/gray water system. Holding tank used minimally during the summer

Source of Section II information: Sellers

Buyer Initials _____

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Seller Initials

DQC

VDM

RJC

CC

PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

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

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	Electric Baseboards	Fireplace - Wood		
Age of system(s) or source(s)	late 1970-early 1980	1952		
TYPE(S) of Fuel	Electricity	Wood		
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	Unknown Used infrequently	Unknown Used infrequently		
Name of company that services system(s) or source(s)	None	None		
Date of most recent service call	None	None		
Malfunctions per system(s) or source(s) within past 2 years	None	None		
Other pertinent information	NA	NA		

Are there fuel supply lines? ☐ Yes ☒ No ☐ Unknown

~~Are any buried? ☐ Yes ☐ No ☐ Unknown~~

~~Are all sleeved? ☐ Yes ☐ No ☐ Unknown~~

Chimney(s): ☒ Yes ☐ No

If Yes, are they lined: ☒ Yes ☐ No ☐ Unknown

Is more than one heat source vented through one flue? ☐ Yes ☒ No ☐ Unknown

Had a chimney fire: ☐ Yes ☒ No ☐ Unknown

Has chimney(s) been inspected? ☐ Yes ☒ No ☐ Unknown

If Yes, date: NA

Date chimney(s) last cleaned: NA

Direct/Power Vent(s): ☐ Yes ☒ No ☐ Unknown

~~Has vent(s) been inspected? ☐ Yes ☐ No ☐ Unknown~~

~~If Yes, date: _____~~

Comments: 12"by 12" tiled chimney - used minimally in the summer only

Source of Section III information: Sellers

SECTION IV - HAZARDOUS MATERIAL

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

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? ☐ Yes ☒ No ☐ Unknown

~~If Yes, are tanks in current use? ☐ Yes ☐ No ☐ Unknown~~

~~If no longer in use, how long have they been out of service? _____~~

~~If tanks are no longer in use, have tanks been abandoned according to DEP? ☐ Yes ☐ No ☐ Unknown~~

~~Are tanks registered with DEP? ☐ Yes ☐ No ☐ Unknown~~

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

~~Location: _____~~

Buyer Initials _____

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Seller Initials

DGC

VDM

RJC

CC

PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

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

~~Have you experienced any problems such as leakage: ☐ Yes ☒ No ☐ Unknown~~

~~Comments:~~

Source of information: Sellers

B. ASBESTOS - Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? ☐ Yes ☒ No ☐ Unknown

In the ceilings? ☐ Yes ☒ No ☐ Unknown

In the siding? ☐ Yes ☒ No ☐ Unknown

In the roofing shingles? ☐ Yes ☒ No ☐ Unknown

In flooring tiles? ☐ Yes ☒ No ☐ Unknown

Other: NA ☐ Yes ☐ No ☐ Unknown

Comments: NA

Source of information: Sellers

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

If Yes: Date: _____ By: _____

~~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: Property does not have a foundation

Source of information: Sellers

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

If Yes: Date: _____ By: _____

~~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: NA

Source of information: Seller

E. METHAMPHETAMINE - Current or previously existing:

☐ Yes ☒ No ☐ Unknown

Comments: NA

Source of information: Sellers

Buyer Initials _____

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Seller Initials

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PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

F. LEAD-BASED PAINT/PAINT HAZARDS - (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 basis for determination: NA

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: ☐ Yes ☒ No

If Yes, describe: NA

Are you aware of any cracking, peeling or flaking paint? ☒ Yes ☐ No

Comments: exterior of the house has some cracking/peeling. Exterior windows painted approximately 10 years

Source of information: Seller

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☒ No ☐ Unknown

LAND FILL: ☐ Yes ☒ No ☐ Unknown

RADIOACTIVE MATERIAL: ☐ Yes ☒ No ☐ Unknown

Other: NA

Source of information: Sellers

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

SECTION V - ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ☒ Yes ☐ No ☐ Unknown

If Yes, explain: see documents for details

Source of information: Deed/Conservation Easement/Restrictive Covenant, Reservations & Common Easements

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☐ Yes ☒ No ☐ Unknown

If No, who is responsible for maintenance? HOA

Road Association Name (if known): Conifer Association

Source of information: Sellers/Deed

Buyer Initials _____

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Seller Initials

DQC

VDM

RJC

C.C.

PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from: (a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: NA

Have any flood events affected a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: NA

Has any flood-related damage to a structure occurred on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: NA

Has there been any flood insurance claims filed for a structure on the property? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the dates of each claim: NA

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? ☐ Yes ☒ No ☐ Unknown

If Yes, indicate the date of each payment: NA

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? ☒ Yes ☐ No ☐ Unknown

If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map?

Approximately 1 acre along the Kezar Lake shoreline is located in Zone AE-100 per LandID measurement

Relevant Panel Number: 23017C1170D Year: 7/7/2009 (Attach a copy)

Comments: NA

Source of Section VI information: Seller/FEMA Map/LandID Map

Buyer Initials _____

Page 6 of 8

Seller Initials

DQC

VDM

RJC

CC

PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

SECTION VII - GENERAL INFORMATION

Are there any tax exemptions or reductions 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: NA

Is a Forest Management and Harvest Plan available?.....NA. ☐ Yes ☐ No ☐ Unknown

Are there any actual or alleged violations of a shoreland zoning ordinance

including those that are imposed by the state or municipality? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: NA

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: None

Year Principal Structure Built: 1952 What year did Seller acquire property? 1951

Roof: Year Shingles/Other Installed: early 2000? -asphalt

Water, moisture or leakage: Living room and kitchen. Tar added to chimney flashing and roof. A new leak has recently developed and will be looked

Comments: Tree came down on roof in 2022 in kitchen and roof was fixed at that time.

Foundation/Basement:

Is there a Sump Pump?NA ☐ Yes ☐ No ☐ Unknown

Water, moisture or leakage since you owned the property:NA ☐ Yes ☐ No ☐ Unknown

Prior water, moisture or leakage?NA ☐ Yes ☐ No ☐ Unknown

Comments: Property does not have a foundation

Mold: Has the property ever been tested for mold? ☐ Yes ☒ No ☐ Unknown

If Yes, are test results available?NA ☐ Yes ☐ No

Comments: No sign of mold

Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: _____ ☐ Unknown

Comments: _____

Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown

If Yes, is the survey available? ☒ Yes ☐ No ☐ Unknown

Manufactured Housing - Is the residence a:

Mobile Home ☐ Yes ☒ No ☐ Unknown

Modular ☐ Yes ☒ No ☐ Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure

..... ☐ Yes ☒ No ☐ Unknown

Comments: Conifer on Kezar Lake Survey is available.

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: None

Comments: NA

Source of Section VII information: _____

Buyer Initials _____

Page 7 of 8

Seller Initials

DAC

VDM

RJC

CR

PROPERTY LOCATED AT: 44 Greenwood Drive, Lovell, ME 04051

SECTION VIII - ADDITIONAL INFORMATION

Designed by architect, Frank Lopez. Porch railings and roof overhang are in the process of being fixed/replaced.

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

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

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.

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.

Authentisign
David Q Cadigan 07/16/2026
 SELLER DATE
David Q Cadigan

Authentisign
Rufus J Cadigan 07/10/2026
 SELLER DATE
Rufus J Cadigan Trust

Authentisign
Vincent D Montgomery 07/10/2026
 SELLER DATE
Vincent D Montgomery

Authentisign
Christine Cadigan
 SELLER DATE
Christine Cadigan

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

 BUYER DATE

 BUYER DATE



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LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN David Q Cadigan, Vincent D Montgomery, Rufus J Cadigan Trust, Christine Cadigan
 (hereinafter "Seller")
 AND _____
 (hereinafter "Buyer")
 FOR PROPERTY LOCATED AT 44 Greenwood Drive, Lovell, ME 04051

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

(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.

Buyer	Date
Buyer	Date
Buyer	Date
Buyer	Date
Agent	Date

<u>David Q Cadigan</u>	07/16/2026
<u>Seller David Q Cadigan</u>	Date
<u>Vincent D Montgomery</u>	07/10/2026
<u>Seller Vincent D Montgomery</u>	Date
<u>Rufus J Cadigan</u>	07/10/2026
<u>Seller Rufus J Cadigan Trust</u>	Date
<u>Christine Cadigan</u>	
<u>Seller Christine Cadigan</u>	Date
<u>John Colannino</u>	07/10/2026
<u>Agent John Colannino</u>	Date



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AFM Real Estate, 40 Champion Lane Milford ME 04461
 John Colannino

Authentisign

Rebecca Colannino

Rebecca Colannino
 2078179079

07/15/26



Lovell, 44

2078270054