

Land - PUBLIC SYNOPSIS



MLS#: 977810 Status: Current Kickout: No
 PO L 96 Smith Road West II Road, Palmyra, ME 04965 List Price: \$ 14,900

Directions: From Newport, Rt 100 towards Pittsfield, take right on to Smith Road, land on left just past cemetery

Dockominium: N Assoc. Fee /Mo:
 Neigh'd/Assoc:

General/Land Information

Lot Size (Acr)+/-: 2.200 Road Frontage+/-: 363 Surveyed/Seasonal: Yes/No
 Amt Wtr Frntge+/-: Water Body: Zoning: Residential
 WF Owned/Shared+/-: / WtrFrT: No

Remarks

Excellent building lot for your new home, 2.2 acres with 363' of road frontage, surveyed, nice open land in a prime location close to I-95. Price to sell at \$14,900 (or buy the abutting lot as well and have 5+ acres for \$34,900)

Property Features - NOTE: Check Detail Reports for complete list of Features.

Site: Level, Open, Pasture/Field
 Driveway: No Driveway
 Parking:
 Location: Rural, Near Shopping
 Uses: Residential
 Restrictions:
 Rec. Water:
 Roads: Gravel/Dirt Road, Public
 Transportation:
 Electric: At Street
 Gas: No Gas
 Sewer: No Sewer
 Water: No Water

Tax/Deed/Community Information

Book/Page/Partial: 1126/279/Yes Map/Block/Lot: 5/96 Tax Amount/Yr: \$ 0 / (2010)
 Tax Reduction: No School: RSU 19

Off Market Information

Information Provided by: Lea Worster LCW 006338



Office: Prudential Northeast Properties 1723 Office: 207-368-4400
 Agent Phone: 207-368-4400 Agent Cell: 207-270-0211
 Email: lworster@myfairpoint.net Virtual Tour:
 LAini: LCW List Office: Prudential Northeast Properties



SELLER'S PROPERTY DISCLOSURE - LAND ONLY

PROPERTY LOCATED AT: PO L 96 Smith Road West II, Palmyra, ME 04965

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.

SECTION I. HAZARDOUS MATERIAL

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

- A. UNDERGROUND STORAGE TANKS - Current or previously existing:
Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
IF YES: Are tanks in current use? Yes No
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): N/A Size of tank(s): N/A
Location: N/A
Have you experienced any problems such as leakage? N/A
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: Information provided to the best of the seller's knowledge
- B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):
N/A Yes No Unknown
Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials? Yes No

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

SECTION II. GENERAL INFORMATION

- Is the property subject to or have the benefits of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates or restrictive covenants on the property? Yes No Unknown
IF YES: Explain: Covenants to be added to deed- see attachment
What is your source of information: Seller
Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? Yes No Unknown
IF YES: Explain: _____
What is your source of information: Seller
Is the subject property the result of a division of property within the last five years (for example, subdivision)? Yes No Unknown
IF YES: Explain: N/A
What is your source of information: Seller
Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront? Yes No Unknown
IF YES: Explain: N/A
Has property ever been soil tested? Yes No Unknown If YES, are the results available? Yes No
Are mobile/manufactured homes allowed? Yes No Unknown Are modular homes allowed? Yes No
Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No
ATTACHMENTS: _____
Additional Information: Information provided to the best of the seller's knowledge

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer.

Hadley E. Smith 05/28/2010
SELLER DATE SELLER DATE

Hadley E. Smith

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

BUYER DATE BUYER DATE

Maine Association of REALTORS®/Copyright © July 2006. All Rights Reserved

Prudential Northeast Properties 158 Main Street Newport, ME 04953
Phone: (207)368-4400 Fax: 2073684833 Lea Worster

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



BOOK 1128 PAGE 279

WARRANTY DEED

02015

KNOW ALL MEN BY THESE PRESENTS, That I, James W. Smith, of Palmyra, in the County of Somerset and State of Maine, for consideration paid, grant to Hadley E. Smith and Margit C. Smith, husband and wife, both of Pittsfield, in the County of Somerset and State of Maine, as joint tenants, with Warranty covenants, the following described real estate, to wit:

Parcel One: (Home Place) A certain lot or parcel of land land, together with any buildings and other improvements located thereon, situated in the Town of Palmyra, County of Somerset, State of Maine, and bounded and described as follows, to wit: Being all that part of Lot Numbered Three (3) in the Second Range, according to the survey made by Jeremiah Robinson in 1822, with the exception of thirty-four acres deeded by Edmund Gifford to Hooper Allen; also thirty-four (34) acres of Lot Numbered Four (4) in the said Range, deeded to said Gifford by said Allen, being in the whole ninety-five (95) acres, more or less; also a certain lot or parcel of land situate in said Palmyra, being all that part of Lot Numbered Five (5) in the said Second Range, lying north of a certain road in said Town generally known as the "Gifford Road", and containing seventy-five (75) acres, more or less.

Excepting and Reserving, however, that certain lot conveyed by James W. Smith and Lillian W. Smith as the fourth parcel in their Warranty Deed to Tillotson D. Cook and Paul L. Pray, dated March 26, 1971, and recorded in Somerset County Registry of Deeds in Book 805, Page 329.

Being Parcel Two as described in Warranty Deed from Lillian White Smith to James W. Smith, dated March 18, 1977 and recorded in Somerset County Registry of Deeds in Book 875, Page 231.

Parcel Two: (McGowan Farm) A certain lot or parcel of land situated in Palmyra, in the County of Somerset, State of Maine, bounded and described as follows, to wit: Beginning at a point which marks the intersection of the westerly sideline of the Smith Road with the southerly sideline of the Hubbard Road in said Palmyra; thence westerly by and along the southerly sideline of said Hubbard Road, eleven hundred forty (1,140) feet, more or less, to a stake driven into the ground; thence southerly to the northerly line of a lot of land of Emillion Ouellette; thence easterly by and along said Ouellette northerly line to the southwesterly corner of a lot of land now or formerly of David P. Creswell; thence northerly along Creswell's westerly line to his northwesterly corner; thence easterly along said Creswell's northerly line to the westerly sideline of said Smith Road; thence northerly along said westerly sideline to the point of beginning.

Also, another lot or parcel of land bounded and described as follows, to wit: Bounded on the north by land formerly of Shepard Smith, now of James W. Smith; on the east by land formerly of Charles Carlow and now of Ronald Steele; south by land of said Ouellette; on the west by the easterly sideline of the Smith Road.

BOOK 1126 PAGE 280

Being a portion of the premises described as Parcel Three in Warranty Deed from Lillian White Smith to James W. Smith, dated March 18, 1977 and recorded in said Registry of Deeds in Book 875, Page 231.

Parcel Three; (Shepard Smith Farm) A certain lot or parcel of land, with the buildings thereon, situated in said Palmyra, bounded and described as follows, to wit: Being a part of lots numbered three and four in the Second Range of Lots in said Palmyra, being the same premises conveyed to Philip E. Towle by John Towle by his deed dated May 19, 1853, recorded in said Registry of Deeds, Book 78, Page 79. Excepting therefrom ten (10) acres of land off the East end sold by said Philip E. Towle to Ezra Goodwin.

Also, one other certain lot or parcel of land situated in said Palmyra, bounded and described as follows, to wit: Beginning at the southwest corner of the first described lot or parcel of land, thence running northerly on the west line thereof to the northwest corner of the same; thence two and one-half degrees north seventeen rods and ten links to a stake and stone; thence southerly parallel with the first line to the Clifford Road, so-called; thence by said road to the place of beginning.

Also, one other certain lot or parcel of land situated in said Palmyra and bounded and described as follows, to wit: Beginning at a stake driven in the ground on the easterly side of the public highway extending northerly and southerly by the farm now or formerly of Shepard E. Smith, near the land of said Smith before this lot was purchased by him; thence northerly along said Road eleven and two-thirds rods to a stone with an iron post in it; thence easterly twenty-three rods to a stone with an iron post in it; thence southerly and parallel with said road eleven and two-thirds rods to a stone with an iron post in it; thence westerly twenty-three rods to the place of beginning, being one and one-half acres, more or less.

Excepting and Reserving, however, that certain lot conveyed by James W. Smith to James M. Pava and Sandra J. Pava, by Warranty Deed dated May 31, 1973, and recorded in Somerset County Registry of Deeds in Book 833.

Also, Excepting and Reserving a lot or parcel of land conveyed to Douglas J. Smith by two deeds of James W. Smith, bounded and described as follows, to wit: Beginning at a stake driven into the ground in the northerly sideline of the Hubbard Road, so-called, said stake being five hundred forty (540) feet, more or less, from the intersection of the Hubbard Road and the Smith Road; thence northerly six hundred (600) feet, more or less, to a stake driven into the ground; thence westerly fourteen hundred (1,400) feet, more or less, to a stake driven into the ground; thence southerly five hundred sixty-five (565) feet, more or less, to a stake driven into the ground in the northerly sideline of the Hubbard Road; thence easterly by and along the northerly sideline of said Road, fourteen hundred (1,400) feet, more or less; to the point of beginning.

Further, excepting and reserving any and all pole rights of the Central Maine Power Company and also that certain strip of land as conveyed to Central Maine Power Company by Warranty Deed of James W. Smith, dated July 2, 1957 and recorded in said Registry of Deeds in Book 590, Page 364.

BOOK 1126 PAGE 281.

Being a portion of the premises described as Parcel Four in Warranty Deed from Lillian White Smith to James W. Smith, dated March 18, 1977 and recorded in said Registry of Deeds in Book 875, Page 231.

Parcel Four (Hannigan Lot) A certain lot or parcel of land situated in the Town of Palmyra, County of Somerset, State of Maine, and being the same premises described in deed from George E. Hannigan to Wilbur Smith dated July 22, 1927 and recorded in said Registry of Deeds in Book 394, Page 200.

Excepting and Reserving so much of said lot as was conveyed from James W. Smith and Lillian W. Smith to Tillotson D. Cook and Paul L. Pray by Warranty Deed dated March 26, 1971 and recorded in said Registry of Deeds in Book 805, Page 329.

Being the same premises described as Parcel Five in Warranty Deed from Lillian White Smith to James W. Smith, dated March 18, 1977 and recorded in Somerset County Registry of Deeds in Book 805, Page 329.

ALSO, conveyed herein is a right-of-way sixty-six (66) feet in width over and across the above mentioned Hubbard Road, by all usual modes of travel leading from the above mentioned Smith Road, so-called, to the above described premises.

IN WITNESS WHEREOF, James W. Smith and Barbara F. Smith, spouse of James W. Smith, joins herein, consents hereto, and releases and waives all rights in the premises being conveyed, and hereunto set their hands and seals this ~~March 27th~~ day of March, 1984.

IN THE PRESENCE OF

Marguerite Newcomb

James W. Smith
James W. Smith

Marguerite Newcomb

Barbara F. Smith
Barbara F. Smith

STATE OF MAINE

Penobscot, ss.

March 20, 1984

Personally appeared the above named James W. Smith and acknowledged the above instrument to be his free act and deed.

Before me,

Somerset County
REC'D MAR 30 1984 AT 11:41 A.M.
and recorded from the original

Marguerite Newcomb
Marguerite Newcomb
Notary Public

MARGUERITE NEWCOMB
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES MARCH 2, 1991

DECLARATION OF PROTECTIVE COVENANTS
LOT #1, SMITH ROAD WEST II

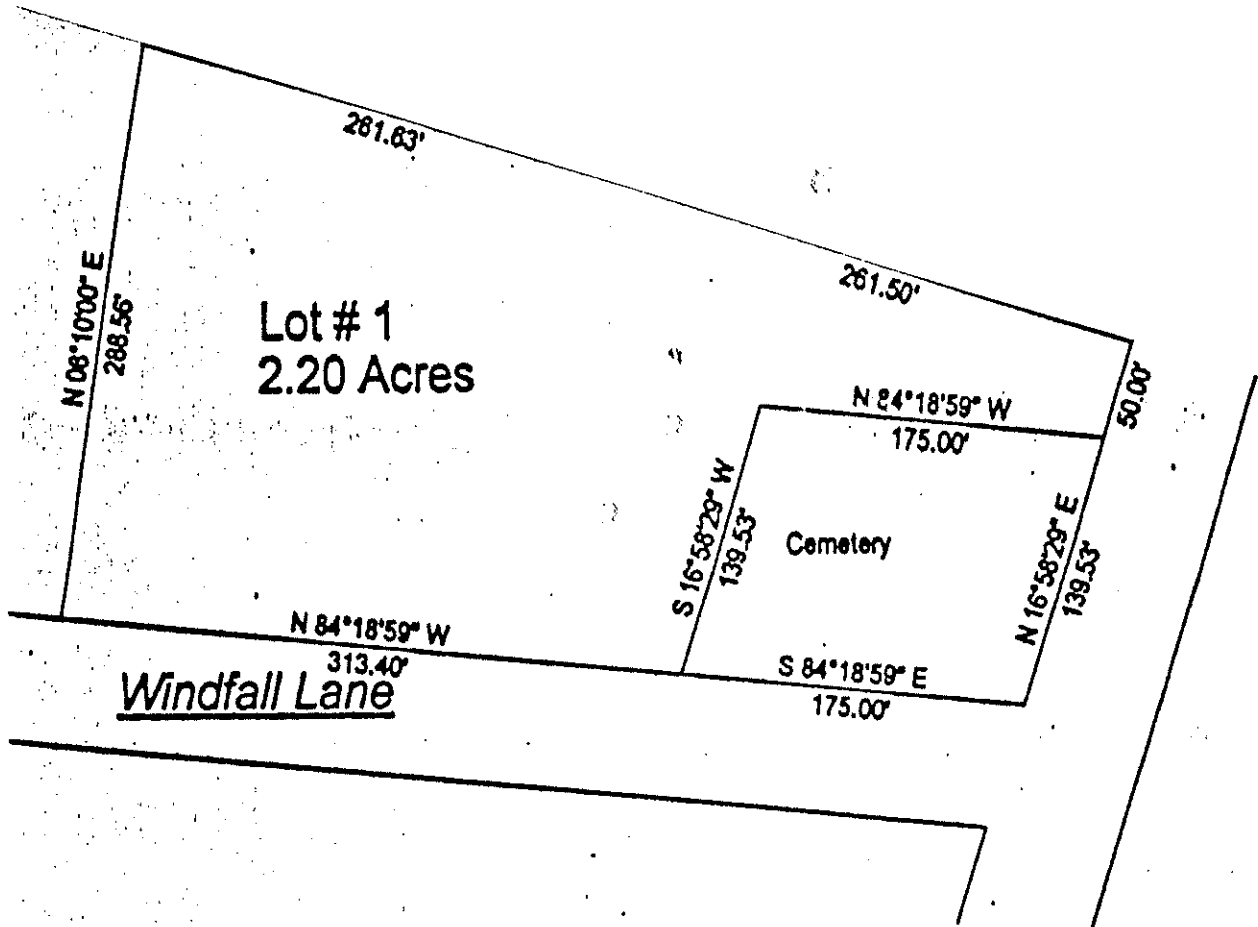
Recitals

1. Hadley E. Smith is the owner of certain lots and parcels of real property located in Palmyra, County of Somerset and State of Maine, recorded in the Somerset County Registry of Deeds.
2. The undersigned buyer has agreed to certain restrictive covenants limiting the permissible use of certain lots.
3. Now therefore, in consideration of these recitals and the mutual covenants and promises herein contained, the parties hereby agree to the following Declaration of Restrictive Covenants.

Protective Covenants

1. Said parcel shall be used for single family residential purposes exclusively.
2. No structures shall be erected on the above described parcel of land except one detached single family residential dwelling, hereinafter referred to as dwelling, of not more than two stories in height, and other buildings necessary and subsidiary to the same such as a garage or solarium. Each dwelling, prior to occupancy shall have a running water system and sewage disposable system, both of which shall conform to the State of Maine Plumbing Code. Prefabricated structures are excluded except for double wide or modular homes and storage buildings. The structure shall include an attached, enclosed, two-car garage with paved driveway.
3. No duplex residence, garage apartment, or apartment house shall be erected or placed on said land and no building shall be altered into a duplex residence, garage apartment, or apartment house.
4. The area of any building, exclusive of porches, breezeways and garage, shall not be less than 1,500 square feet in the case of a one story structure nor less than 864 square feet on the first floor, in the case of a one and one-half or two story structure.
5. No business, profession, trade, or manufacture of any kind or nature shall be conducted on said premises.
6. No horses, sheep, cows, goats, swine, poultry or other animals, except household pets, shall be kept, raised, or maintained on said land. Household pets shall not be an unreasonable nuisance or danger to other lot owners.
7. No automobiles, recreational vehicles, trailers, tents or mobile homes shall be wholly or partly, permanently or temporarily, for residential purposes on said premises, nor shall any structure of a temporary character be moved to said premises. Recreational camping or seasonal use of recreational vehicles on the premises are not considered residences and are not included in this covenant. Hunting is not permitted within the subdivision. ATV and snowmobiles are not permitted on the abutting property of the seller.
8. All lawns and other suitable areas shall be landscaped and maintained in an attractive manner. No trash, waste, filth, tools, junk cars, appliances, or refuse shall be allowed to accumulate on the lot and exterior of the residence in such a manner as to give an unsightly appearance, create a nuisance, or depreciate the value of properties in the subdivision. Clotheslines, if any, shall be located behind the residence.
9. Construction of any buildings permitted on the premises shall be completed within 18 months after being commenced, including operable septic, water, and electrical systems.
10. Preliminary landscaping shall be completed within 12 months after completing construction and primary landscaping shall be finished within one year after completing preliminary landscaping.
11. No lot shall be further subdivided.
12. Any outbuildings shall have exterior construction material similar to the material used in the construction of the residence and shall not use tar paper or other building paper on exposed exterior surfaces.
13. A wooded buffer is not required for this lot on cleared land.
14. Lot # 1 will be developed in accordance with current storm water related regulations. Storm water runoff and retention shall be addressed, by each individual property buyer and be designed specifically for the development anticipated.
15. Unless otherwise provided herein, the covenants, conditions, easements and restrictions contained in the Declaration are to run with the land and shall be binding on lot owners and successor lot owners and all parties and persons claiming under them until December 30, 2010, at which time said covenants, conditions, easements and restrictions shall be automatically extended for successive periods of ten years.
16. Buyer is individually responsible for complying with the provisions of this Declaration. Seller and the Town of Palmyra or any other successor governmental unit, may prosecute with proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, condition, easement, or restriction, and either to prevent him or them from doing so or to recover damages for such violations.
17. If any section, subsection, paragraph, sentence, clause, or portion of this Declaration shall be held invalid and unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of any other section, subsection, sentence, clause or portion thereof.
18. Arrangements for conducting and financing maintenance and plowing Windfall Lane, a discontinued road, as needed, are the responsibility of the Buyer.
19. Seller accepts no responsibility for paving or maintaining Smith Road or Windfall Lane.
20. Buyer is not a member of Nokomis Park Subdivision Lot Owners Association except.

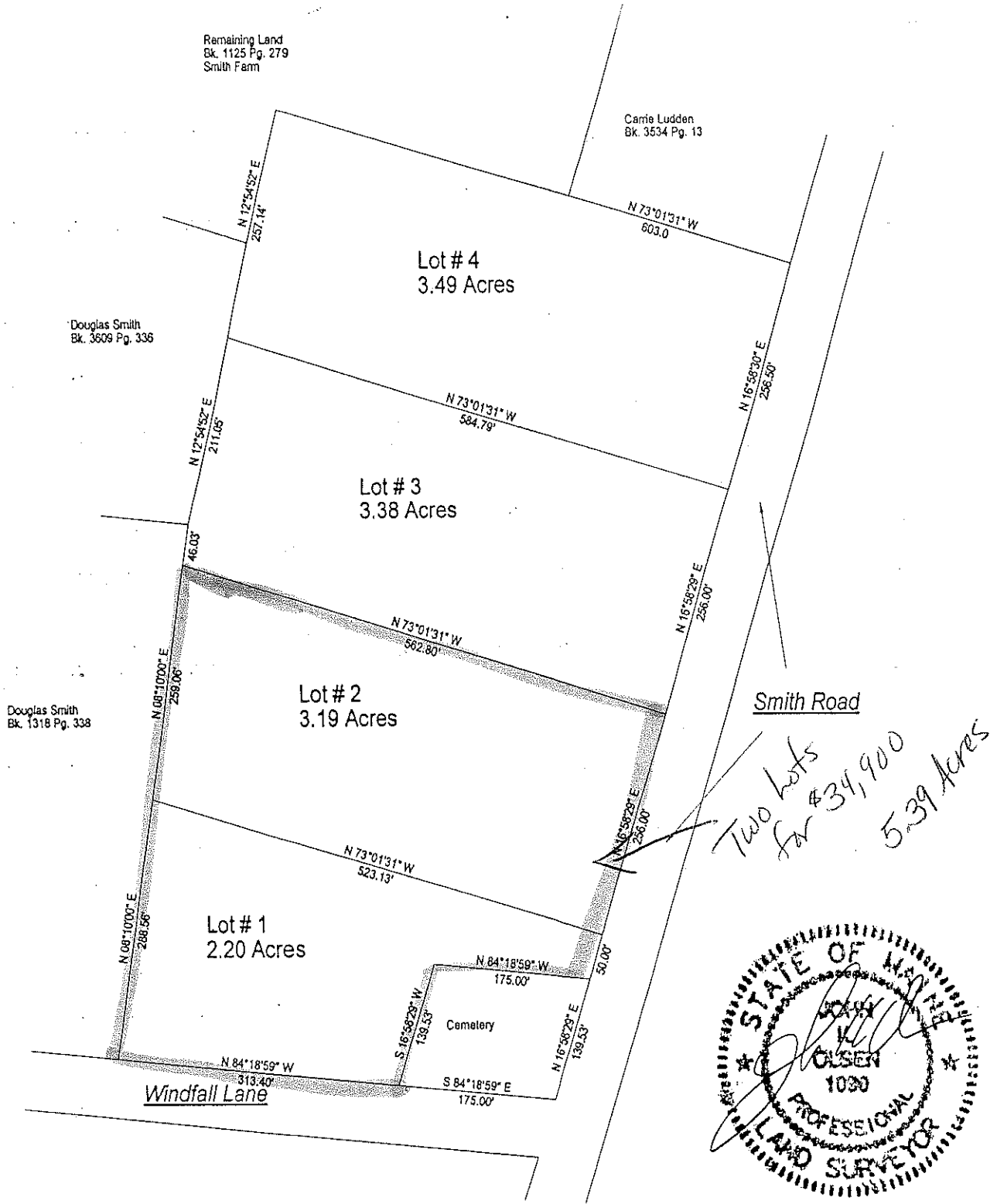
August 21, 2007



Lot # 1
2.20 Acres

Windfall Lane

Cemetery



Hadley Smith Subdivision ~ Palmyra, Maine
Proposal Only for Planning Board Review ~ August 11, 2008
Computer Sketch prepared by John K. Olsen ~ Land Surveyor ~ Dixmont, ME