

PROPERTY LOCATED AT: Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462**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 Lake Drawn

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: N/A Are test results available? .. ☐ Yes ☒ No

To your knowledge, have any test results ever been reported as unsatisfactory  
 or satisfactory with notation? ..... ☐ Yes ☒ No

If Yes, are test results available? ..... ☐ Yes ☒ No

What steps were taken to remedy the problem? N/A

IF PRIVATE: (Strike Section if Not Applicable):

INSTALLATION: Location: N/A

Installed by: N/A

Date of Installation: N/A

USE: Number of persons currently using system: N/A

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

Comments: Water is taken from the lake. See additional documents for details on individual cabins.

Source of Section I information: Seller

Buyer Initials \_\_\_\_\_

Page 1 of 7

Seller Initials JS

PROPERTY LOCATED AT: Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462**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: \_\_\_\_\_ OR ☐ Unknown

Date installed: \_\_\_\_\_ Date last pumped: \_\_\_\_\_ Name of pumping company: \_\_\_\_\_

Have you experienced any malfunctions? ..... ☐ Yes ☐ No

If Yes, give the date and describe the problem: \_\_\_\_\_

Date of last servicing of tank: \_\_\_\_\_ Name of company servicing tank: \_\_\_\_\_

Leach Field: ..... ☐ Yes ☐ No ☐ Unknown

If Yes, Location: \_\_\_\_\_

Date of installation of leach field: \_\_\_\_\_ Installed by: \_\_\_\_\_

Date of last servicing of leach field: \_\_\_\_\_ 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: \_\_\_\_\_

Do you have records of the design indicating the # of bedrooms the system was designed for? ☐ Yes ☐ NoIf Yes, are they available? ..... ☐ Yes ☐ NoIs System located in a Shoreland Zone? ..... ☐ Yes ☐ No ☐ UnknownComments: **See additional documents for details on individual cabins.**Source of Section II information: **Seller**

Buyer Initials \_\_\_\_\_

Page 2 of 7

Seller Initials  \_\_\_\_\_

PROPERTY LOCATED AT: Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462**SECTION III – HEATING SYSTEM(S)/HEATING SOURCES(S)**

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	<b>Wood Stove</b>	<b>Propane</b>		
Age of system(s) or source(s)				
Name of company that services system(s) or source(s)				
Date of most recent service call				
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)				
Malfunction per system(s) or source(s) within past 2 years				
Other pertinent information				

Are there fuel supply lines? ..... ☐ Yes ☒ No ☐ UnknownAre any buried? ..... ☐ Yes ☐ No ☐ UnknownAre all sleeved? ..... ☐ Yes ☐ No ☐ UnknownChimney(s): ..... ☒ Yes ☐ NoIf Yes, are they lined: ..... ☐ Yes ☒ No ☐ UnknownIs more than one heat source vented through one flue? ..... ☐ Yes ☒ No ☐ UnknownHad a chimney fire: ..... ☐ Yes ☒ No ☐ UnknownHas chimney(s) been inspected? ..... ☐ Yes ☒ No ☐ Unknown

If Yes, date: \_\_\_\_\_

Date chimney(s) last cleaned: \_\_\_\_\_

Direct/Power Vent(s): ..... ☐ Yes ☐ No ☐ UnknownHas vent(s) been inspected? ..... ☐ Yes ☐ No ☐ Unknown

If Yes, date: \_\_\_\_\_

Comments: **See additional documents for details on individual cabins.**Source of Section III information: **Seller****SECTION IV – HAZARDOUS MATERIAL**

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

**A. UNDERGROUND STORAGE TANKS** - Are there now, or have there ever been, any underground storage tanks on the property? ..... ☐ Yes ☒ No ☐ UnknownIf Yes, are tanks in current use? ..... ☐ Yes ☒ No ☐ UnknownIf no longer in use, how long have they been out of service? **N/A**If tanks are no longer in use, have tanks been abandoned according to DEP? ..... ☐ Yes ☒ No ☐ UnknownAre tanks registered with DEP? ..... ☐ Yes ☒ No ☐ UnknownAge of tank(s): **N/A** Size of tank(s): **N/A**Location: **N/A**

Buyer Initials \_\_\_\_\_

Page 3 of 7

Seller Initials **JS**

PROPERTY LOCATED AT: Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462What materials are, or were, stored in the tank(s)? N/AHave you experienced any problems such as leakage: ..... ☐ Yes ☒ No ☐ UnknownComments: NoneSource of information: Seller**B. ASBESTOS** — Is there now or has there been asbestos:As insulation on the heating system pipes or duct work? ..... ☐ Yes ☒ No ☐ UnknownIn the ceilings? ..... ☐ Yes ☒ No ☐ UnknownIn the siding? ..... ☐ Yes ☒ No ☐ UnknownIn the roofing shingles? ..... ☐ Yes ☐ No ☒ UnknownIn flooring tiles? ..... ☐ Yes ☐ No ☒ UnknownOther: N/A ☐ Yes ☐ No ☒ UnknownComments: NoneSource of information: Seller**C. RADON/AIR** - Current or previously existing:Has the property been tested? ..... ☐ Yes ☒ No ☐ UnknownIf Yes: Date: N/A By: N/A

Results: \_\_\_\_\_

If applicable, what remedial steps were taken? N/AHas the property been tested since remedial steps? ..... ☐ Yes ☒ No ☐ UnknownAre test results available? ..... ☐ Yes ☒ NoResults/Comments: N/ASource of information: Seller**D. RADON/WATER** - Current or previously existing:Has the property been tested? ..... ☐ Yes ☒ No ☐ UnknownIf Yes: Date: N/A By: N/AResults: N/AIf applicable, what remedial steps were taken? N/AHas the property been tested since remedial steps? ..... ☐ Yes ☒ No ☐ UnknownAre test results available? ..... ☐ Yes ☒ NoResults/Comments: N/ASource of information: Seller**E. METHAMPHETAMINE** - Current or previously existing:☐ Yes ☒ No ☐ UnknownComments: N/ASource of information: Seller

Buyer Initials \_\_\_\_\_

Page 4 of 7

Seller Initials

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PROPERTY LOCATED AT: Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462**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: N/ADo you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: ☐ Yes ☒ NoIf Yes, describe: N/AAre you aware of any cracking, peeling or flaking paint? ..... ☒ Yes ☐ NoComments: See additional documents for details on individual cabins.Source of information: Seller**G. OTHER HAZARDOUS MATERIALS** - Current or previously existing:TOXIC MATERIAL: ..... ☐ Yes ☒ No ☐ UnknownLAND FILL: ..... ☐ Yes ☒ No ☐ UnknownRADIOACTIVE MATERIAL: ..... ☐ Yes ☒ No ☐ UnknownOther: N/ASource of information: Seller**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.****SECTION V — GENERAL INFORMATION**Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ..... ☒ Yes ☐ No ☐ UnknownIf Yes, explain: Hydro license restrictions, camps are on leased land. See additional documents for the lease.Source of information: SellerIs 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 ☐ UnknownIf No, who is responsible for maintenance? N/ARoad Association Name (if known): N/A

Buyer Initials \_\_\_\_\_

Page 5 of 7

Seller Initials JS



PROPERTY LOCATED AT: Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462

**SECTION VI – ADDITIONAL INFORMATION**

See additional documents for details on individual cabins.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

DocuSigned by:  
Judith Schwartzhoff 10/9/2020  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
**Judith Schwartzhoff**

SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_

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

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_

**LEAD PAINT DISCLOSURE/ADDENDUM**AGREEMENT BETWEEN **Judith Schwartzhoff**

(hereinafter "Seller")

AND \_\_\_\_\_

(hereinafter "Buyer")

FOR PROPERTY LOCATED AT **Lot 1 Island on Pamadumcook Lake, T1 R10, ME 04462**

Said contract is further subject to the following terms:

**Lead Warning Statement**

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

**Seller's Disclosure (check one)**(a) Presence of lead-based paint and/or lead-based paint hazards (**check one below**):

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

N/A☒ 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).

N/A

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 \_\_\_\_\_

DocuSigned by:

*Judith Schwartzhoff*  
Seller, Judith Schwartzhoff

10/9/2020

Date

Seller \_\_\_\_\_

Seller \_\_\_\_\_

Seller \_\_\_\_\_

Agent \_\_\_\_\_

DocuSigned by:

*Rich Kenefic*  
Agent, Rich Kenefic

10/9/2020

Date

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Jeff Baker



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

# Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

## Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

## Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

## If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

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### **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.



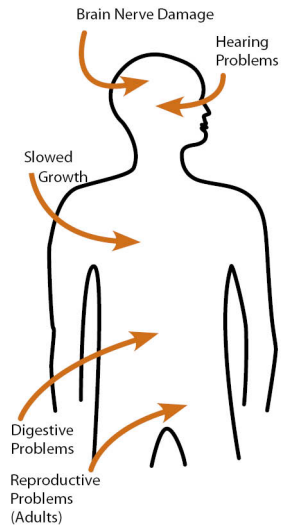
## Health Effects of Lead

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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

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<sup>1</sup> “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](https://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

**Katahdin  
Forest  
Management**



ACADIAN TIMBER

Seasonal Lease No. S 3385

Lot: PM 3385

This LEASE is made as of June 1, 2020 between **Katahdin Forest Management LLC**, a Delaware limited liability company, with a mailing address of P.O. Box 38, Millinocket, ME 04462 ("Landowner") and

**Judith A. Baker, et.al.  
200 Admiral Ave.  
Beachwood, NJ 08722**

"Lessee(s)", who agree as follows:

1. **Leased Land.** Landowner leases for the Term to Lessee for **seasonal non-residential use**, land in **T1R10 WELS, Piscataquis County, State of Maine**, identified as **PM 3385** on a Final Survey Plan on file in the office of Landowner (the "Leased Land"). The Leased Land is also shown on a plan attached as Exhibit B. **\*This is a water access lot. Jeffery W. Baker & Paul W. Baker own an equal interest with the lessee of record in the improvements located on this lease.**
2. **Term.** "Term" means the period beginning **June 1, 2020** ("Commencement Date") and ending **May 31, 2023**. "Lease Year" means June 1 to May 31.
3. **Rent.**
  - (a) "Initial Rent" is **\$4,207.53**.
  - (b) Annual rent shall be due and payable on the first day of each Lease Year, to Katahdin Forest Management LLC at the above mailing address, or the address designated by notice from Landowner.
  - (a) The annual rent for the first year of the Term shall be the Initial Rent. On the first day of each Lease Year thereafter, the annual rent shall be increased by 3.0% each year plus an amount equal to the increase in taxes on the Leased Land, all in Landowners discretion.
  - (b) Lessee shall pay as additional rent a late charge of \$200 for any payment of rent not received by Landowner within 15 days after the date due. Such late charge shall be payable upon demand, or if not sooner demanded, such late charge shall be payable, without further notice, on the following June 1.
2. **Terms and Conditions.** This Lease includes the terms and conditions contained in the attached Exhibit A - 2020.

**LANDOWNER:  
KATAHDIN FOREST MANAGEMENT LLC**

**LESSEE(S)**      Lease Type and No. **S 3385**

By:

Normand Hache 2020/04/22  
Normand Hache, President  
Katahdin Forest Management, LLC.

Judith A. Baker, et.al.

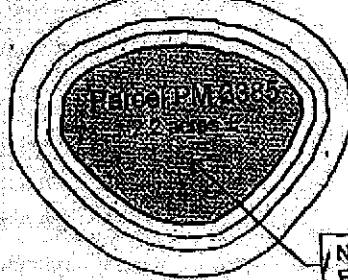


Exhibit B

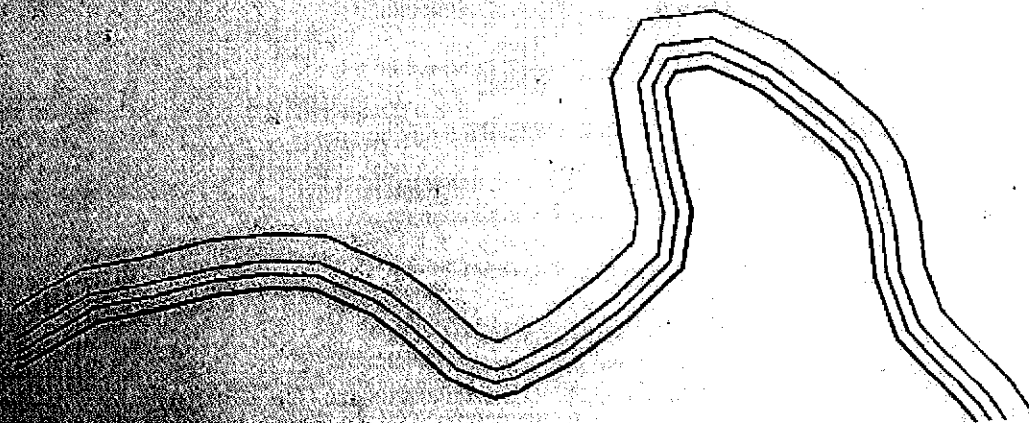
3385

Lease 3385 Lot PM 3385  
Judith A. Baker

T1 R10 WELS



N: 741254 U.S. Survey Feet  
E: 866960 U.S. Survey Feet



**KATAHDIN FOREST MANAGEMENT LLC  
LEASE TERMS AND CONDITIONS  
NON-COMMERCIAL SEASONAL STANDARD LEASE**

**1. Lessee's Use of Leased Land.**

- (a) The Leased Land, including any buildings, structures, or improvements (collectively, "Improvements"), shall be used only for non-commercial, non-professional, personal and family-oriented recreational purposes. **The Leased Land shall not be used as a legal residence or as a year-round residence.** If requested by Landowner, Lessee shall provide evidence that Lessee has a legal residence at another location.
- (b) Lessee shall have the right, after giving of at least **30** days' prior notice to Landowner, to build or erect new Improvements. Upon request, Lessee shall promptly provide to Landowner, (i) a plan depicting the proposed or new Improvements, or (ii) a description of the nature and proposed use of the proposed or new Improvements.
- (c) No permanent docks, moorings, piers, landings, breakwaters or similar structures may be installed or replaced. No alterations to the lakebed below the high-water mark may be made without the prior written approval of Landowner and Great Lakes Hydro America, LLC (or their successors and assigns). Landowner makes no covenant, warranty or representation concerning the level of water in any water body adjacent to or near by the Leased Land.
- (d) Lessee shall obtain all necessary permits or licenses before construction, alteration, or reconstruction of any Improvements. Upon request, Lessee shall promptly provide to Landowner copies of all such permits or licenses.
- (e) All Improvements shall be constructed by Lessee in a good and workmanlike manner, with finished siding, and maintained in a state of good repair. In the case of casualty loss, Lessee shall repair or remove the same from the Leased Land as soon as practical considering weather conditions. No mobile homes may be located on the Leased Land without the prior written consent of Landowner. Tents and campers may be temporarily located on the Leased Land.
- (f) Lessee shall not disturb adjacent lessees or property owners, or disturb or damage any property of Landowner, whether real or personal. Lessee shall not use any other property of Landowner or any other property not included within the Leased Land.
- (g) Lessee agrees to maintain the Leased Land in a neat, orderly, sanitary and safe manner and to properly dispose of all garbage, trash, sewage and other wastes in a manner which does not detract from the aesthetic values of the general area (as determined by Landowner). Lessee shall not discharge untreated or partially treated sewage or other waste materials directly or indirectly into any watercourse, water body or wetland. All wastewater & sewage disposal shall be in conformance with State of Maine Subsurface Wastewater Disposal Rules.
- (h) No outside fire shall be kindled except in accordance with applicable regulations and the acquisition of any necessary permits. Lessee shall provide all available assistance in extinguishing fires occurring on the Leased Land or adjacent areas. Lessee agrees to do such acts and take such precautions as may be necessary to properly and adequately guard and protect the demised premises from fire damage, to the satisfaction of the lessor, and in this connection the lessee agrees to install and keep installed in good working order spark arrestors on all chimneys and stove pipes in and upon all buildings and fireplaces located on the demised premises.
- (i) Lessee shall follow reasonable rules and regulations established by Landowner in its discretion.
- (j) Lessee agrees to not interfere in any way with logging or other industrial operations carried on by the lessor or its contractors, representatives or agents.
- (k) Landowner makes no representations or warranties concerning the condition of the Leased Land, or the availability or condition of utility services, wells, other private water supplies, septic disposal systems or availability of access to the property,, which Lessee accept as is.

**2. Insurance.** Lessee shall use best efforts to obtain and keep in force continuously during the Term the following minimum insurance:

- (a) public liability insurance, with limits of liability of not less than **\$300,000** and deductibles as Landowner may from time to time approve in writing, naming Katahdin Forest Management LLC as additional insured; and

- (b) property insurance for Lessee's Improvements, fixtures, machinery, equipment, furniture and furnishings located on or in the Leased Land, naming Katahdin Forest Management LLC as additional insured as its interests may appear.

Lessee shall provide Landowner, upon demand, with a certificate of insurance, naming Landowner as certificate holder, showing such coverage, and providing that such coverage may not be amended or cancelled without **10** days' prior notice to Landowner. Lessee's insurance shall be primary, and Landowner's insurance shall be non-contributory. Failure of Lessee to purchase the necessary insurance or the failure of Landowner to collect and review Lessee's certificates of insurance does not relieve Lessee of its obligations.

3. **Compliance with Applicable Laws.** Lessee shall comply with all applicable local, state, and federal laws, ordinances, rules or regulations, deed restrictions or other encumbrances in the use and occupancy of the Leased Land (including any construction or alterations of Improvements).
4. **Liens.** Lessee shall keep the Leased Land and all Improvements at any time located thereon free and clear of any and all mechanics', materialmen's, property tax and other liens. Lessee shall promptly and fully pay and discharge any and all claims on which any such lien may or could be based.
5. **Title to Improvements; Taxes.**
- (a) Title to any Improvements currently located on the Leased Land or constructed or located by Lessee during the Term or any extensions or renewals, shall remain personal property and shall be owned by Lessee, subject to the provisions of this Section. **Lessee shall be entitled to mortgage WITH LANDOWNERS WRITTEN CONSENT ONLY** and shall be entitled to all the tax attributes relating to the ownership of, such Improvements. Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, levies, and other charges levied, assessed, imposed or charged on or against said Improvements by any governmental or other authority.
- (b) Upon expiration or termination of this Lease, except after termination due to Lessee's default, Lessee shall have access to the Leased Land for **12** months from the date of expiration or termination for the sole purpose of removing any of Lessee's Improvements from the Leased Land. Any such entry and removal shall be at Lessee's sole risk and Lessee releases Landowner from and indemnifies Landowner from and against, any loss, liability, damage, cost or expense, including reasonable attorneys' fees, arising or resulting from Lessee's entry upon the Leased Land and/or the removal of the Improvements. Lessee shall give Landowner prior notice of any such removal. Lessee shall remove the Improvements in a good and workmanlike manner and leave the Leased Land in a safe and suitable condition. Until Lessee shall have removed all Improvements or waived its right to do so, Lessee shall observe and perform all covenants, conditions, restrictions, and agreements contained in this Lease. Any Improvements or other property not removed within the **12-month** period shall become part of the Leased Land and property of Landowner, and Lessee shall not be entitled to any compensation.
- (c) If Lessee fails to remove all or a portion of the Improvements within the **12-month** period, Landowner may remove or sell the remaining Improvements, and Lessee shall pay Landowner's reasonable costs within **10** days after receipt of Landowner's invoice.
6. **Risk of Loss.** Lessee shall bear all risk of loss for any Improvements, fixtures, machinery, equipment, furniture and furnishings or other property located on the Leased Land.
7. **Right of Passage.** Lessee shall have the right to pass over other lands of Landowner to travel to or from the Leased Land, subject to fees for access and/or use if assessed by Landowner or any other entity authorized by Landowner, management practices of Landowner, the rights of Landowner and others using said lands, and any further restrictions deemed necessary or appropriate by Landowner. This Lease does not create or imply any duty or obligation of Landowner to construct, repair or maintain any roads, bridges, paths, trails, dock, slip or other feature or improvement used to access the Leased Land. Landowner is under no obligation, notwithstanding the provisions of any federal, state or local statute, law, ordinance, regulation or rule to the contrary, to provide access to or from the Leased Land. Lessee shall pay when due road maintenance, usage and other fees assessed by Landowner or any road maintenance association or similar entity maintaining and/or improving roadways and access routes leading to or serving the Leased Land or that Lessee otherwise uses to travel to or from the Leased Land.

8. **Reservation of Landowner's Rights.** Landowner reserves the right for itself and its affiliates and their respective guests, servants, agents, employees, contractors, successors and assigns, to pass over, under and across the Leased Land as may be necessary or appropriate from time to time in the operation or pursuit of Landowner's or its affiliate's business, all without any liability to Lessee. Without creating or implying any duty on the part of Landowner to do so, Landowner reserves the right to designate or relocate exclusive routes of access or to close, lock or otherwise restrict access along or through roads, paths, trails, gates or rights of way under its control at any time it appears reasonably necessary in Landowner's sole discretion to protect the safety of persons or property. Such situations include, without limitation, spring mud season, periods of high fire danger, the conduct of harvesting or silvicultural operations and periods when logging equipment or camps are unattended. Landowner reserves to itself and to its affiliates the right to conduct its forest management business in accordance with local, state and/or federal laws and regulations, without interference by or liability to Lessee. Lessee recognizes that Landowner or its affiliates conduct forest management operations on adjacent land to the Leased Land which may include, but is not limited to; harvesting trees, trucking, road construction and maintenance, tree planting, and tending crop trees through thinning and pesticide application.
9. **Survey; Encroachments.** Landowner shall have the right, in its sole discretion, to procure boundary and other surveys of the Leased Land. Lessee shall pay the reasonable costs of such survey if Lessee has requested approval of a transfer of this Lease, or Landowner determines such survey is required because corner posts or survey markers indicating lot boundaries are missing or have been disturbed by Lessee. In the event that any such survey or any other credible source demonstrating the location of the boundaries of or setbacks applicable to the Leased Land:
- (a) reveals that Improvements of Landowner or another person encroach upon the Leased Land, Landowner shall have the right but not the obligation by notice to reconfigure the boundary lines of the Leased Land so as to avoid the encroachment, provided that no such adjustment shall cause the Leased Land or the Improvements to be unlawful under applicable law or materially impair the use and occupancy of or access to the Leased Land by Lessee; or
  - (b) reveals that any of the Improvements belonging to Lessee encroach on other land of Landowner (including Landowner's land that may have been leased to others) or other land of any other person or interfere with the rights of any other person or fail to comply with any provision of applicable law, Landowner may require that Lessee, at Lessee's cost and expense, remove or relocate the Improvements to the extent necessary to eliminate such encroachment, violation or failure to comply.
10. **Permitted Exceptions.** The Leased Land is subject to the following matters (collectively, the "Permitted Exceptions"):
- (a) all exceptions, reservations, conveyances, rights of way, conservation easements, easements, and covenants affecting the Leased Land set forth in the deed from Great Northern Paper, Inc. and Maine Timberlands Company to GNE, LLC dated January 31, 2002, and recorded in the Penobscot County Registry of Deeds in Book 8063, Page 98, and the Piscataquis County Registry of Deeds in Book 1366, Page 001, as affected by that certain Corrective and Confirmatory Deed from Katahdin Paper Company LLC, Katahdin Timberlands LLC and Katahdin Forest Management LLC to Great Lakes Hydro America, LLC, dated as of May 27, 2004, and recorded in said Penobscot County Registry of Deeds in Book 9349, Page 1 and the Piscataquis County Registry of Deeds in Book 1561, Page 10, and a Corrective Deed to Confirm Grants and to Clarify Boundaries between Katahdin Timberlands LLC, Katahdin Forest Management LLC and Great Lakes Hydro America LLC dated as of February 21, 2011 and as recorded in the Penobscot County Registry of Deeds in Book 12410 Page 1 and in the Piscataquis County Registry of Deeds in Book 2093 Page 269;
  - (b) all other exceptions, reservations, conveyances, rights of way, conservation easements, easements, and covenants affecting the Leased Land and appearing of record in the Registry of Deeds for the county in which the Leased Land is located;
  - (c) all rights, easements and rights of way, if any, of third parties not appearing of record and acquired by adverse possession or prescriptive right;
  - (d) all riparian rights and water rights;
  - (e) all rights of the public, any government and others to: any lake or great pond; the bed or bottom of any navigable river; any other portions of any river or below the present or former mean high water mark of any rivers, brooks or streams; and the uninterrupted flow of any rivers, brooks or streams that cross or abut the Leased Land;
  - (f) the bed of the impoundment for any of the following dams and all flowage rights over lands, whether above or below any such dam, that historically or currently have been flowed or flooded by any such dam; Mattaceunk a.k.a. Weldon Dam, Millinocket Lake Dam, North Twin Dam, Ripogenus Dam and Ragged Lake Dam;
  - (g) the terms and provisions of any present or future license issued by the Federal Energy Regulatory Commission or its successor with respect to any of the foregoing dams or their impoundment areas; and
  - (h) the provisions set forth in this Exhibit A regarding Lessee's access to the Leased Land and Landowner's reserved rights.

11. **Indemnification.** Lessee shall defend, indemnify and hold harmless Landowner, its affiliates, and their respective officers, members, employees and agents (collectively, the "Landowner Parties") against, all liability, loss, cost, damage, penalty, or expense, including attorney's fees and any expenses of litigation, arising in any way out of or based upon (i) any incident, occurrence, injury or damage on the Leased Land or Lessee's occupation or use of the Leased Land, whether or not occasioned by Lessee, or Lessee's guests, servants, employees, contractors, relatives, agents, or invitees, (ii) the presence of Lessee or any guests, servants, employees, contractors, relatives, agents, or invitees of Lessee on other lands of Landowner or the other Landowner Parties, or (iii) the lease of the Leased Land or any other right or privilege granted under this Lease, all regardless of negligence (other than willful misconduct or gross negligence) on the part of the Landowner Parties. By way of example, not limitation, said indemnification obligation of Lessee shall extend to the following claims:

- (a) Death or injuries to persons or for loss or damage to property.
- (b) Any breach of this Lease.
- (c) Any liens and claims of liens and suits or other related proceedings.

Lessee specifically assumes, and the foregoing indemnity shall include, all liability for actions brought against Landowner Parties, by Lessee's agents, officers, employees or contractors, and Lessee specifically waives any immunity from the enforcement of this indemnification provision that might otherwise be provided by workers' compensation laws or by other state or federal law, and assumes liability for claims by Lessee's own employees.

12. **Waiver of Subrogation.** Lessee releases Landowner and the other Landowner Parties from any liability or responsibility to Lessee or anyone claiming by, through or under Lessee by way of subrogation or otherwise for any injury, harm, loss or damage to any person, including Lessee, or to the Leased Land or any Improvements, notwithstanding the fact that such loss or damage shall have been caused by the fault or negligence of Landowner Parties, or any of them.

13. **Limitation of Landowner's Liability.** Notwithstanding anything to the contrary contained in this Lease, any liability incurred by Landowner to Lessee shall not be of a personal nature and Lessee's sole means of recovery shall be against Landowner's interest in the Leased Land. If Landowner or any successor owner of the Leased Land sells the Leased Land, Landowner's liability for the performance of the Lease will end on the date of such sale, and Lessee will look only to the purchaser for performance.

14. **Forbearance; No Waiver.** Failure on the part of either party to complain of any action or non-action on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver of any of such party's rights under this Lease. No waiver at any time of any of the provisions of the Lease by either party shall be construed as a waiver of any of the other provisions and a waiver at any time of any of the provisions of the Lease shall not be construed at any subsequent time as a waiver of the same provisions. The acceptance of rent by Landowner shall not constitute a waiver of any existing default.

15. **Holding Over.** If Lessee shall continue its occupancy of the Leased Land after any termination, the occupancy shall not be deemed to extend or renew the term of this Lease, and the tenancy shall constitute a tenancy from month to month on all of the terms of this Lease in effect as of the last day of the Term, except that the rental shall be 200% of the annual rent in effect prior to such termination. Such rent shall be payable in monthly installments on the first day of each month without demand or notice from Landowner.

16. **No Rental of Improvements or Assignment of Lease.** Lessee shall not assign, mortgage, transfer, or encumber this Lease, or sublet, rent, lease, license, or permit the Leased Land or Improvements to be used by others, or dispose of or sell the Improvements, whether voluntary or by operation of law or otherwise, without the prior written consent of Landowner, its successors and assigns, in each instance; provided, however, that Landowner's consent shall not be needed for the sale or disposition of any Improvements that are to be removed from the Leased Land. If Lessee is an entity, the transfer of a "Controlling Interest," as such term is defined in 36 M.R.S. § 4641, shall be deemed to be a transfer subject to this Section. Without limiting the foregoing or Landowner's right to impose conditions or withhold consent to any such assignment, in no instance will the assignment or transfer of this Lease be permitted for Leased Land that has no camp or cottage. Prior to any request for assignment, Lessee shall pay to Landowner any such transfer fees required by Landowner.

**17. Default. If**

- (a) Lessee fails to pay any annual rent or additional rent due under this Lease when the same shall be due and payable;
- (b) a default involves a risk of injury or liability, as reasonably determined by Landowner, and any such failure is not cured within **10** days after notice by Landowner;
- (c) Lessee fails to observe or perform any of the other provisions of this Lease, and any such failure is not cured within **30** days after notice by Landowner,

then Landowner may, at its option, and in addition to any other remedies available on account of Lessee's default, terminate this Lease by notice of such termination. Upon the date specified in said notice, this Lease, and the Lessee's right of occupancy, including any improvement removal rights, shall terminate and be of no further force and effect. If Lessee fails to cure a breach of the Lease, Landowner may, at its option, remedy the breach at Lessee's cost and expense. Lessee shall pay all of Landowner's costs of enforcement, including reasonable attorneys' fees and costs, promptly upon demand. These remedies are elective, cumulative and non-exclusive as to any and all other remedies under the Lease.

**18. Termination.**

- (a) Upon the expiration of the Term, or otherwise under this Lease, Landowner may enter and take possession of the Leased Land without further demand or notice to Lessee and without being liable in trespass or for any damages to or for any Improvements located on the Leased Land. Lessee shall without demand peaceably leave the Leased Land and deliver it to Landowner. If Lessee remains on the Leased Land beyond the date of expiration or termination, Lessee shall be a tenant at will only, subject to forcible entry and detainer at any time, without further notice, and Lessee shall not acquire any rights of any other kind of tenancy. Under no circumstances will any delay by Landowner in forcibly removing Lessee from the Leased Land be construed to imply any consent by Landowner for Lessee to remain on the Leased Land under any claim of right for any term or period of time.
- (b) Upon termination for default, Landowner may enter and take possession of the Leased Land without further demand or notice to Lessee and without being liable in trespass or for any damages to or for any Improvements located on the Leased Land. Tenant shall have no right to remove any buildings or Improvements pursuant to Section 5 of this Lease. Lessee shall without demand peaceably leave the Leased Land and deliver it to Landowner. If Lessee remains on the Leased Land beyond the date of termination, Lessee shall be a tenant at will only, subject to forcible entry and detainer at any time, without further notice, and Lessee shall not acquire any rights of any other kind of tenancy. Under no circumstances will any delay by Landowner in forcibly removing Lessee from the Leased Land be construed to imply any consent by Landowner for Lessee to remain on the Leased Land under any claim of right for any term or period of time.

**19. Purchase Right.** To the extent lawfully required by 14 M.R.S. § 6050 (the "6050 Law"), if, during the Term, Landowner intends to sell or to offer for sale as a separate parcel the Leased Land on which a structure owned by the Lessee then exists, Landowner shall notify Lessee of its offer to sell the Leased Land to Lessee at fair market value or the price at which Landowner intends to offer or sell the Leased Land, whichever is lower. Lessee shall have at least **90** days after Landowner's notice to accept the offer. If Lessee does not accept the offer by notice delivered to Landowner before the end of the **90** day period, or fails to close on the purchase within **30** days after acceptance, Lessee's first refusal right shall terminate and Landowner may sell the Leased Land to other parties. If Landowner has stated in its offer that the sale will be free and clear of this Lease and the rights of Lessee, this Lease and the occupancy rights of Lessee shall thereupon terminate and be of no further force and effect. This first refusal right applies only in the case of an offer or sale of the Leased Land as a separate parcel in accordance with the 6050 Law, and does not apply to, among other transactions, (a) any transfer or sale of the Leased Land, subject to this Lease, as part of the exchanging, dividing, selling, or otherwise transferring Landowner's ownership in the township or tract which includes the Leased Land, or (b) any transfer of the Leased Land, subject to this Lease, to an entity owned or controlled by or under common control with Landowner or (c) the mortgage or lease of Landowner's fee interest in the Leased Land. The fair market value of the leased land shall not include Lessee's structures, wells, septic systems or landscaping and shall be determined based on information from one or more appraisers and/or real estate brokers knowledgeable about the value of comparable properties in the area.

**20. Notices.** All notices required by this Lease shall be in writing and shall be effective upon receipt or refusal when delivered in hand or by certified mail, return receipt requested, postage prepaid, to a party at its mailing address stated in the lease, or to such other addresses as a party may specify by notice.

### Cabin 1

Wood frame construction on stone piles  
Cedar shingles siding  
Single pane windows  
Rolled asphalt roof  
Built 1960's  
Wood burning stove w/ uninsulated chimney  
Sleeping loft  
Built in bunk beds  
Built in full size bed  
Propane stove  
Sink drains under cabin to dry well  
Carry in water  
Limited insulation  
8 x 20 deck  
Needs new roof. Leaks  
Needs Painting

### Cabin 2

Wood frame construction on stone piles  
Built 1960's with updates 1990's  
Double pane windows  
Fully insulated  
Sliding glass door out to deck  
12v water pump. Pump from 50gal barrel to sink  
Propane hot water heater  
Composting toilet  
Generator 3000 watt  
Air conditioner  
Propane wall heater  
Propane stove  
Small electric refrigerator  
Microwave oven  
Futon/full size bed with Tempur-pedic Mattress  
Built in twin bed with mattress  
Sleeping loft with built in ladder  
Part shingle roof and part rolled asphalt  
Roof 10years + with no leaks  
12v lighting and 120v lighting

### Cabin 3

Wood frame 1960  
Table top propane stove  
Sink with dry well  
Single pane windows  
Sleeping loft  
Needs work  
Roof leaks  
Paint needed  
Wood burning stove with uninsulated chimney  
Built in beds  
Built in storage bench

### Cabin 4

Wood frame 1958  
New rolled asphalt roof 2018  
Mostly double pane windows  
12v lights  
12v composting toilet  
12v water pump from 50 gal barrel  
Log and rock foundation  
Insulation in walls  
Storage room  
Built in storage bench with sleeping on top  
Built in convertible full size bed/couch  
Wood burning stove  
Chimney not insulated  
Deck  
Propane stove  
Propane refrigerator (full size)

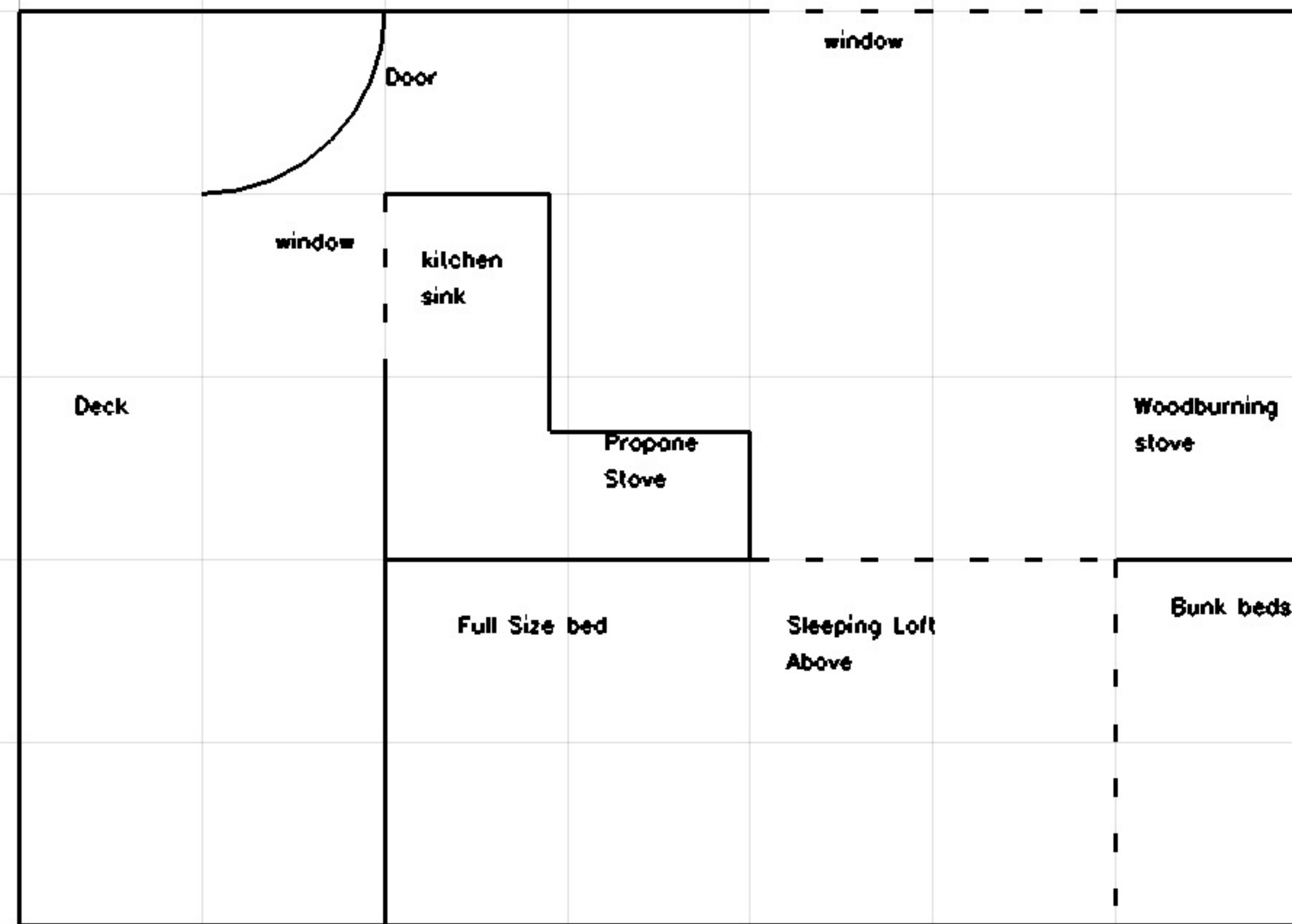
### Island

Water Access only

Kayak  
Peddle boat  
Screen room  
Wood dock  
2 generators  
Hammocks  
Multiple 20lb propane tanks  
Two door outhouse

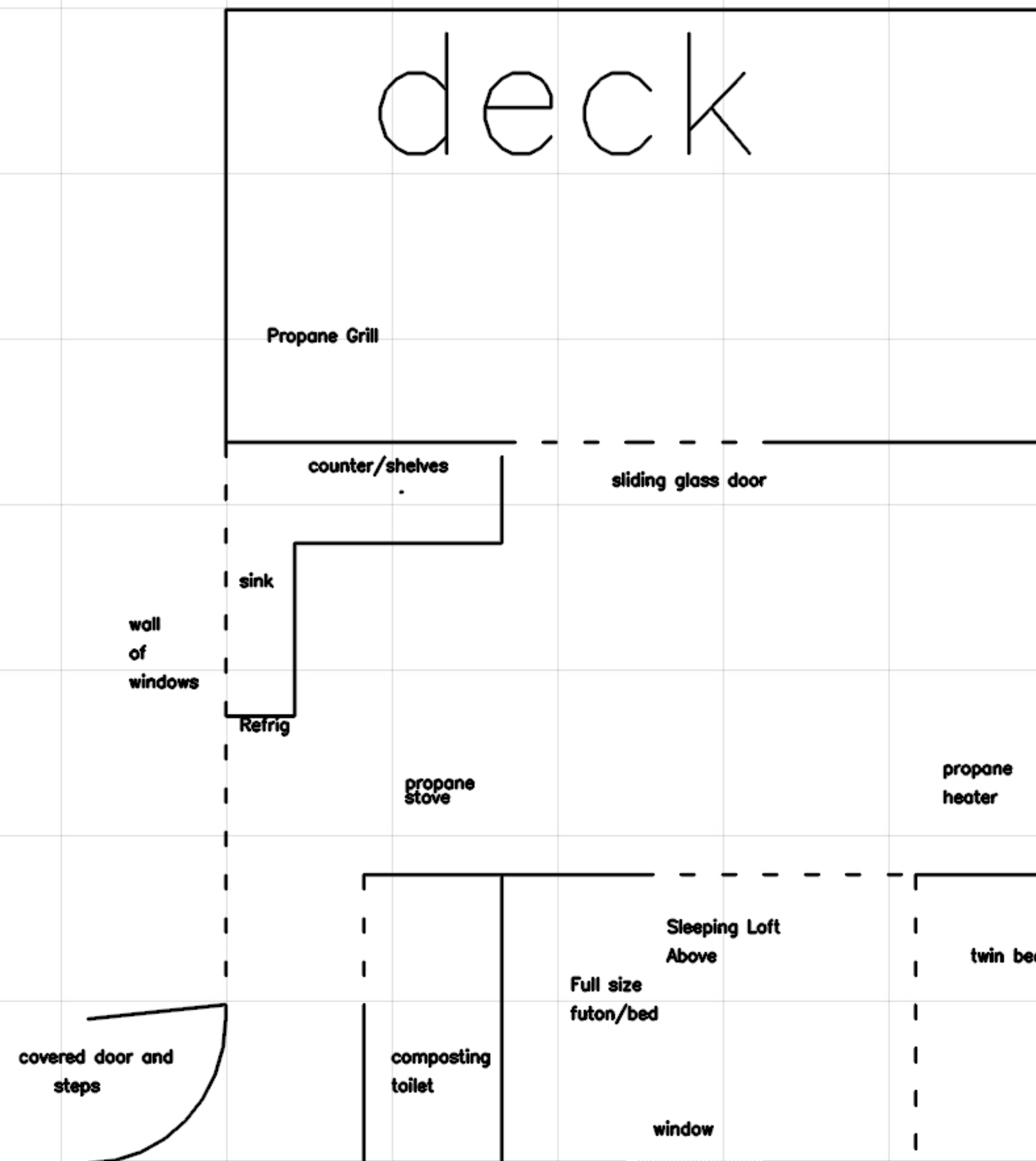


# cabin 1



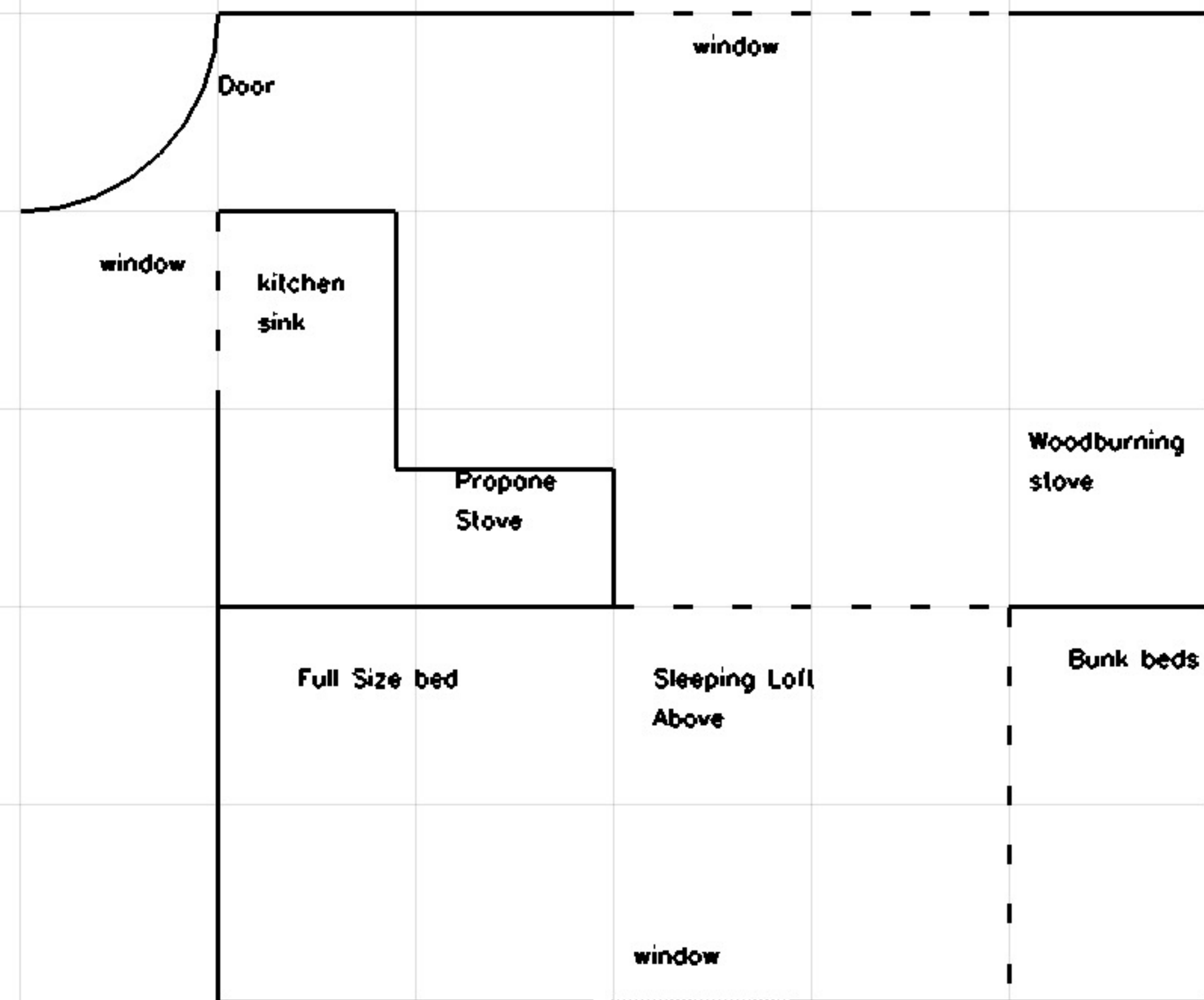
Aprox 20 x 20

# cabin 2



Aprox 20 x 30

# cabin 3



Aprox 20 x 20

# Cabin 4

