

***Keenan
Auction
Company***

PROPERTY INFORMATION PACKAGE

I-95 Commercial Property



Our 4,779th Auction

Real Estate Auction 06-151

Log Home Manufacturing Facility – Model Home/Office

I-95, Exit 120, 128 Lyons Rd., Sidney, ME

Thursday, October 26, 2006 at 10AM



1 Runway Road
South Portland, Maine 04106
(207) 885-5100
info@keenanauction.com

October 9, 2006

Dear Prospective Bidder:

Keenan Auction Company would like to announce auction **06-151**: Real estate consists of a 3.67 ± acre parcel improved with a Log Home Manufacturing Facility – Model Home/Office. The auction will be held on **Thursday, October 26, 2006 at 10AM on premises**. Please find our detailed Property Information Package enclosed for your review.

The above property is subject to a **\$25,000** deposit to bid in CASH or CERTIFIED U.S. FUNDS, made payable to the Keenan Auction Company, closing within **45** days from date of auction. A 10% Buyer's Premium will be added to the high bid price to equate the final purchase price.

Keenan Auction Company is committed to providing you with comprehensive information concerning this property. Our staff is readily available to assist you with any questions you may have regarding this property or the auction process. Thank you for your interest in this property and we look forward to seeing you on the day of the sale.

Sincerely,

KEENAN AUCTION COMPANY

Enc.

"This agency represents the Seller's interests and, as such, has a fiduciary duty to disclose to the Seller information, which is material to the sale, acquired from the Buyer or any other source."

**Real Estate Auction 06-151
Log Home Manufacturing Facility
Model Home/Office
I-95, Exit 120, 128 Lyons Rd., Sidney, ME**

**Prepared for:
Laurier & Sue Dostie**

**Prepared by:
Keenan Auction Company**

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Note: Please use page number in lower right hand corner of page



Dept. of Professional & Financial Regulation
Office of Licensing & Registration
MAINE REAL ESTATE COMMISSION
35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer you should not expect the licensee to promote your best interests or to keep any information you give to the licensee confidential, including your bargaining position.**

You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements create a **client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
 - For seller clients this means the agent will put the seller's interests first and negotiate for the best price and terms for the seller;
 - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best price and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called **"single agency"**);
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called **"appointed agency"**);
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

Remember

Unless you enter into a written agreement for agency representation, you are a customer—not a client.

THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) _____

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

by _____
Licensee's Name

on behalf of _____
Company/Agency

MREC Form#3 Revised 07/06

To check on the license status of the real estate brokerage company or affiliated licensee go to www.maineprofessionalreg.org. Inactive licensees may not practice real estate brokerage.

DISCLAIMER

The Keenan Auction Company and the Seller of this property have provided the information contained in this property information package to persons interested in bidding for the real property described herein. They believe the information contained herein to be accurate and complete. However, neither the Seller nor Keenan Auction Company, nor their respective agents, employees or attorneys, make any warranties of any kind as to the accuracy or completeness of the information contained herein. Prospective bidders are urged to make such an independent investigation as to each of those matters to which an ordinary and prudent buyer would inquire.

For further information regarding the sale please contact Keenan Auction Company at (207) 885-5100 or www.keenanauction.com

Real Estate & Equipment Auction 06-151
I-95 Commercial Property
Log Home Manufacturing Facility – Model Home
Sawmill & Construction Equipment
RE: Dostie's Log Homes, Inc.
I-95, Exit 120, 128 Lyons Rd., Sidney, ME
Thursday, October 26, 2006 at 10AM
Owner's Retiring



Real Estate:

- Excellent Visibility & Access to I-95, Exit 120
- 3.67+/- Acres Located in the Cole Business Park
- 5,780+/- S.F. Model Log Home, cathedral ceilings, hardwood & tile flooring, Indoor Pool w/ 12-skylites and ½ bath, FHW-BB boiler oil & wood boiler in garage w/ direct piped connection via bypass valve to the home.
- Workshop/planer Building 3,120+/- s.f. – Sawmill & Storage Barn 3,760+/- s.f. – Dry Kiln 30'x40' dryer 15' wall height – Maintenance Garage – Out Buildings

Equipment:

Kobelco ED180 Excavator – JD 644A wheel loader – JD 544 wheel loader – Cat D3C crawler dozer – (3) Hudson T/A trailers – GMC Top Kick w/ Vulcan Ramp body – Ford L9000 T/A dump truck – Eager Beaver lowbed 25CLB – Case 1845C skidsteer – Volvo T/A tractor - Wood Mizer LT70 portable band Mill – Timber Harvester portable edger – 05 Nyle dry kiln L1200S – Cat 3306 205Kw genset – Pinheiro 18" planer – Advance Concrete Forms for up to 30' x 60' – Aqua Therm Model 405-SS wood fired boiler, 4' - Vehicles – Shop Tools & Support Equipment.

Preview Date: Friday, October 13, 2006 from 9-11AM

Terms Real Estate: \$25,000 deposit to bid (nonrefundable as to the highest bidder) in CASH or CERTIFIED U.S. FUNDS, 45 day closing. 10% Buyer's Premium. **Terms Equipment :** Cash or Check with Bank Letter. 10% Buyer's Premium. All items sold for immediate removal. For an illustrated brochure or our real estate Property Information Package containing legal and bidding information, visit www.KeenanAuction.com. or contact Auctioneer's office at (207) 885-5100 and request Auction 06-151.

**Keenan
Auction
Company**

**1 RUNWAY ROAD
SO. PORTLAND, MAINE 04106
(207) 885-5100
Email: info@keenanauction.com
ME R.E. Lic. #2175
ME AUC Lic. #236**

**TERMS AND CONDITIONS
REAL ESTATE AUCTION 06-151
Log Home Manufacturing Facility – Model Home
128 Lyons Rd., Sidney, ME
Thursday, October 26, 2006 at 10AM**

1. Date/Place of Sale: The Property shall be sold on Thursday, October 26, 2006 commencing at 10:00 a.m. at the location of the subject property at 128 Lyons Rd., Sidney, Maine.
2. Terms of Sale:
 - A. The sale is subject to all of those terms set forth in the advertisements of the public sale including but not limited to the terms set forth below.
 - B. The Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.
 - C. The Real Estate ("Property") will be sold **"AS IS, WHERE IS, AND WITH ALL FAULTS."** Laurier and Sue Dostie (the "Seller") assume that bidders have inspected the Property prior to the sale. The Property is offered for sale **"AS IS, WHERE IS, AND WITH ALL FAULTS" unrepared and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising or promotional/publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or regarding the environmental, structural or mechanical condition of the Property.
 - D. A deposit to bid of **\$25,000.00** must be left with the auctioneer prior to the sale. The deposit must be in the form of Certified U.S. Funds and must be made payable to the Keenan Auction Company. The deposit to bid is nonrefundable as to the highest bidder for the Property. Unsuccessful bidder's checks will be returned immediately after the auction. A 10% Buyer's Premium will be added to the high bid price to equate the final purchase price.
 - E. Real Estate Taxes: All real estate taxes will be prorated between the Buyer and Seller as of the date of closing.
 - F. Other Assessments: All road association dues (if any) will be prorated between the Buyer and Seller as of the date of closing.
 - G. The balance of the purchase price will be due on or before **forty-five (45) days** from date of public sale.
 - H. The deed to the Property will be by Quitclaim Deed With Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller.
 - I. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.

J. If the high bidder or high bidders default by failing to pay the purchase price in full within the time specified in the Purchase and Sale Agreement, or if a high bidder otherwise breaches the terms of sale, the Seller and the auctioneer may, in addition to all other remedies allowed by law or equity, retain the full Deposit as damages. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting high bidder. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to Seller or a third party.

K. The Seller and the auctioneer reserve the right, subject to applicable provisions of Maine Law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale process; (iii) continue the sale from time to time without notice to any person; and (iv) amend the terms of sale as it deems in the best interest of the Seller. The sale is subject to the Seller's confirmation and the Seller reserves the right to accept or reject the high bid.

L. A record of bidding will be maintained by the Seller and/or the auctioneer for its own use. All persons present at the Sale and wishing to submit a bid must register and sign a bidding contract with the auctioneer, and submit the requisite deposit in cash or certified funds prior to commencement of the bidding.

3. Auction Procedure: Open and verbal. Unless otherwise announced, announcements made on the day of the sale will be subject to all printed material. Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The Seller reserves the right to delete or add additional property at its discretion. Seller reserves the right to modify the terms and structure of the Sale. Seller reserves the right to add to or change any of the terms and conditions of sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the Sale at any time before or during the auction.

4. Disclaimer: All bidders are invited to inspect the Property and the public records prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or its compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.**

The Seller specifically disclaims, and buyer acknowledges that Seller shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify and save buyer or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the premises.

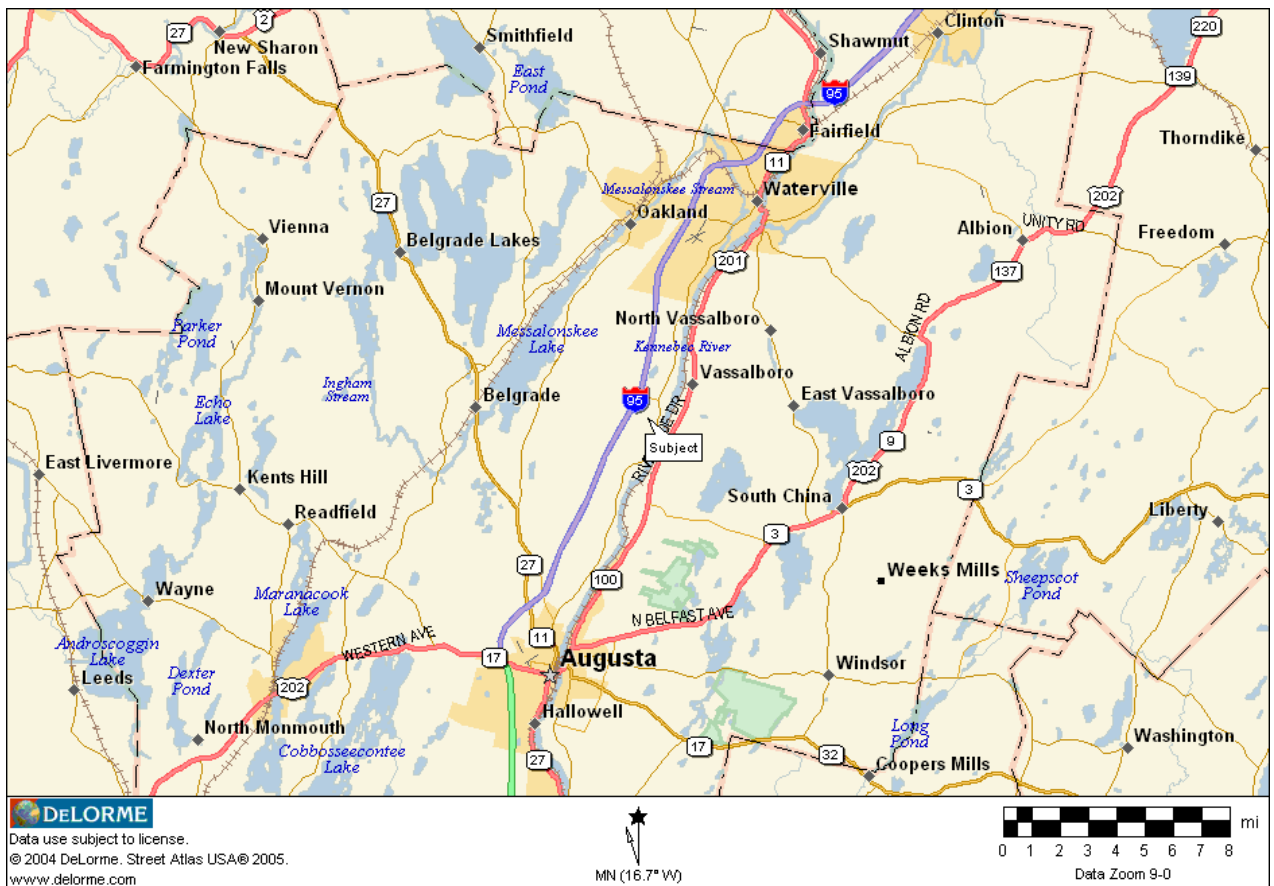
5. Risk of Loss: The risk of loss with respect to the property shall be with the Seller until the date of closing.

6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

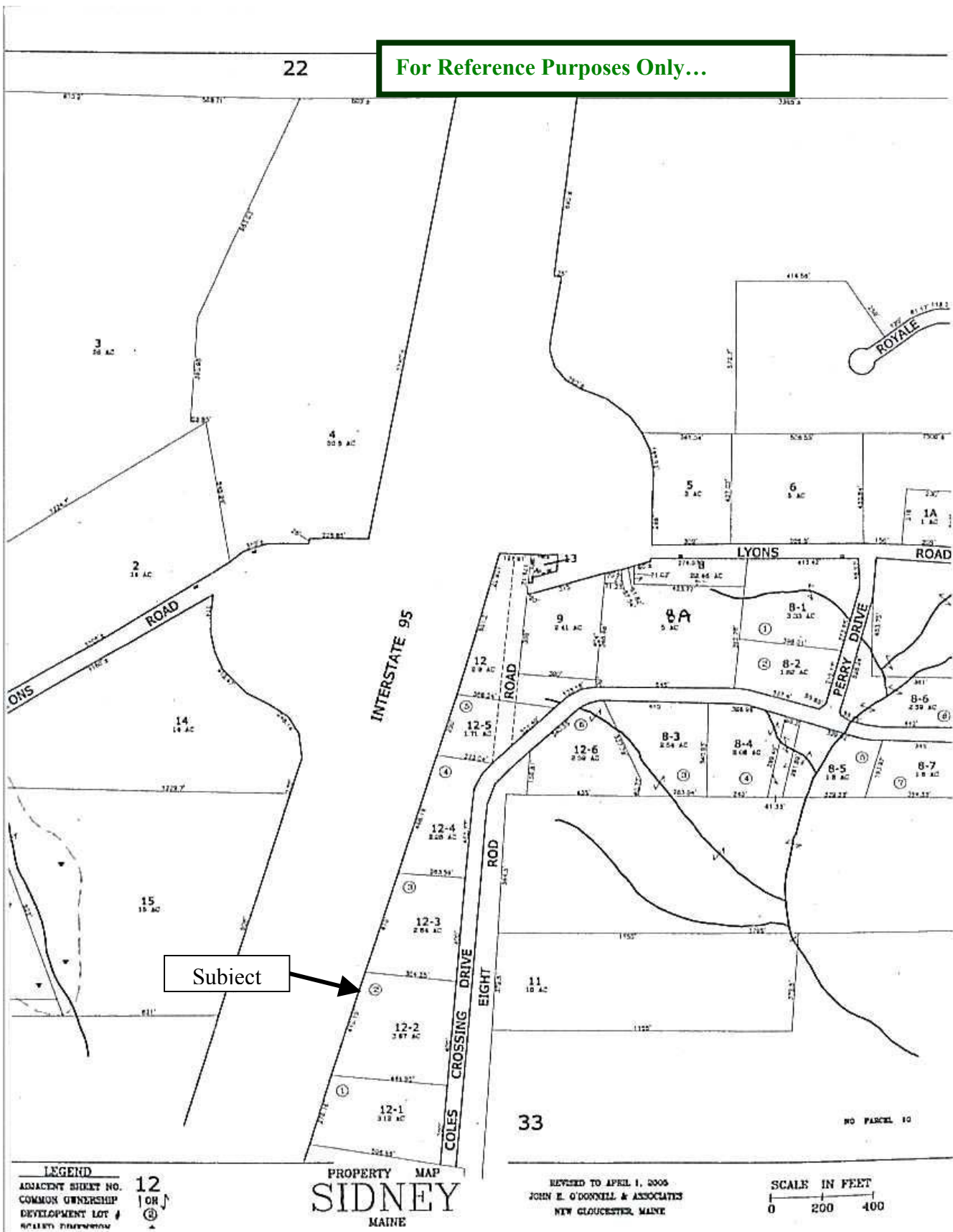
7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title II, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of

8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the Sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a purchase and sale agreement at the time of the Sale, in the form provided at the Sale, and such representative must provide documentation satisfactory to Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

9. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.



For Reference Purposes Only...



707 LAT 606

GRADE DENOTES QUALITY OF CONSTRUCTION: A-EXC: B-GOOD; C-AVERAGE; D-CHEAP, E-VERY CHEAP

DO NOT COMPILE THE TWO

CONDITION, 1-EXCELLENT, 2-GOOD, 3-AVERAGE, 4-FAIR, 5-POOR

9

Municipal Information
Real Estate Auction 06-151
Log Home Manufacturing Facility– Model Home
128 Lyons Rd., Sidney, ME

Tax Map 30, Lot 12-2

2006 Fiscal Tax Year
Mill Rate \$8.85 Per \$1,000.00

Percent of Valuation at Market 100%

2006 TAX ASSESSED VALUES:

Land	\$	163,300.00
Building		<u>553,200.00</u>
Total value for tax purpose	\$	716,500.00

2006 REAL ESTATE TAXES:

\$6,341.03

REAL ESTATE TAXES: The real estate taxes will be pro-rated to the date of closing.

PUBLIC WATER: N/A

PUBLIC SEWER: N/A

ZONING: Shoreland Zoning

This information here was obtained from the Sidney Town office. For further details on municipal information please contact the Town Hall at (207) 547-3340.

Purchase & Sale Agreement Auction 06-151

This Agreement is entered into this 26th day of October, 2006 by and between Laurier & Sue Dostie, having an address of 128 Lyons Road, Town of Sidney, County of Kennebec and State of Maine, hereinafter sometimes called the "**SELLER**", and

(name) _____

(address) _____

(telephone) _____ (ofc) _____ (res)

(SS#) _____ (SS#) _____

County of _____ and State of _____, hereinafter sometimes called the "**BUYER**".

Witnesseth

WHEREAS, SELLER is desirous of selling all its rights, title and interest in and to certain land and buildings situated in the County of Kennebec and State of Maine, located at 128 Lyons Road, in the Town of Sidney. The real estate is more particularly bounded and described in **Exhibit A**, a copy of which is attached hereto and made a part hereof.

WHEREAS, BUYER is desirous of purchasing said real estate at said public sale for the sum of

(\$ _____)

_____.

NOW THEREFORE, the SELLER, in consideration of the deposit of **\$25,000.00**, receipt of which is hereby acknowledged, does hereby agree to sell and convey the real estate described to the said BUYER for the aggregate sum of \$ _____ and the said BUYER agrees to purchase the same for the said price upon the following terms & conditions:

1. The SELLER agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the BUYER a Quitclaim Deed With Covenant to said real estate.
2. BUYER acknowledges that they have had an opportunity to inspect said real estate and that said property is to be conveyed in its entirety "AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaid and without any express or implied warranties of any kind or nature.
3. BUYER agrees, at closing, to pay SELLER the balance of the purchase price in cash or certified U.S. funds.
4. Closing shall be held at such time and place as is convenient to the parties hereto, but in no event any later than forty-five days (**45**) from the date hereof at the office of the SELLER. It is mutually agreed that time is of the essence to this Agreement and said closing.

5. Remedies of SELLER: If BUYER fails to pay the purchase price in full within the time set forth and/or fails to comply with any of the provisions of the Agreement, SELLER and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. If the BUYER defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the BUYER'S rights under this Agreement to SELLER or a third party.
6. Possession: BUYER shall only be entitled to possession at closing.
7. Real Estate Taxes: All real estate taxes will be prorated between the Buyer and Seller as of the date of closing.
8. ALL Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.
9. The attached Terms and Conditions of Sale are incorporated herein by reference.
10. Risk of Loss: The risk of loss with respect to the property shall be with the Seller until the date of closing.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date first mentioned.

SELLER

BUYER

SELLER

BUYER

WITNESS

WITNESS

TRANSFER
TAX
PAID

QUITCLAIM DEED WITH COVENANT

028166

COLE REALTY, a Maine corporation with a place of business at Hampden, Penobscot County, Maine, for consideration paid, grants to DOSTIE'S LOG HOME SPECIALTIES, INC., a Maine corporation with a place of business at Augusta, Kennebec County, Maine, with quitclaim covenant, the following described real estate:

A certain lot or parcel of land situate southerly of Lyons Road, so-called, in the Town of Sidney, Kennebec County, State of Maine, and being bounded and described as follows:

Beginning at a 3/4-inch iron rod set capped "Thayer Engineering Company" on the southeasterly right-of-way line of Interstate Route 95, so-called, at a point which is 125 feet southeasterly of and normal to northbound baseline station 538+26.60 as shown on a plan entitled "Maine State Highway Commission, Right Of Way Map, State Highway '95', Sidney, Kennebec County, Federal Aid Project 195-6(7)111-195-6(8)114, S.H.C. File NO. 6-87, Sheet No 23 of 54 Sheets", dated May 1958, recorded in Kennebec County Registry of Deeds in Plan Book 25, Page 52;

thence North 30° 00' 12" East along the southeasterly right-of-way line of said Interstate Route 95 a distance of 410.15 feet to a 3/4-inch iron rod set capped "Thayer Engineering Company", said iron rod being 125 feet southeasterly of and normal to northbound baseline station 542+36.75 as shown on said "Maine State Highway Commission '95'" plan;

thence South 72° 46' 20" East along land being retained by said Cole Realty a distance of 354.25 feet to a 3/4-inch iron rod set capped "Thayer Engineering Company";

thence South 17° 13' 40" West along land being retained by said Cole Realty a distance of 400.00 feet to a 3/4-inch iron rod set capped "Thayer Engineering Company";

thence North 72° 46' 20" West along land being retained by said Cole Realty a distance of 444.95 feet to the point of beginning containing 3.67 acres, more or less.

Bearings are based upon a True North meridian in accordance with said "Maine State Highway Commission '95'" plan.

The above described parcel is a portion of the premises described as Parcel One and Parcel Five in the deed from Coles Express, Inc. to Cole Realty, dated June 25, 1992, recorded in Book 4165, Page 58, of the Kennebec County Registry of Deeds.

ALSO CONVEYING an easement over other land of said Cole Realty, to be used in common with said Cole Realty and its successors and assigns, and others who may now have or hereafter acquire rights therein, for the purpose of ingress, egress and the installation and maintenance of a roadway and customary utilities, to be located within a 60-foot wide area, the centerline of which is described as follows:

a line commencing 30 feet southeasterly of the southeasterly corner of the above described parcel and continuing in a generally northeasterly direction, parallel with and 30 feet southeasterly of the the entire southeasterly boundary of the above-described premises;

thence continuing on an extension of said line, a distance of 1,350 feet, more or less, in a general northeasterly direction, as now staked out, parallel with and about 35 feet northwesterly of the northwesterly sideline of the former location of a discontinued road known as "Eight-Rod Road," so-called, and of a certain eight rod wide rangeway, to a point of curvature;

thence following a curve to the right as now staked out, a distance of 125 feet, more or less, to said northwesterly sideline of the former location of "Eight-Rod Road" and said eight rod wide rangeway.

ALSO CONVEYING an easement over other land of Cole Realty, to be used in common with said Cole Realty, its successors and assigns, and others who may now have or hereafter acquire rights therein, only for the purpose of

installation and maintenance of customary utilities, extending in a general northerly direction from the northerly side of the above-described easement, and bounded on the east by the westerly line of the former location of said "Eight-Rod Road" and said eight rod wide rangeway, a distance of 200 feet, more or less, to the southerly line of said Lyons Road.

ALSO CONVEYING an easement, to the extent that Cole Realty has the right, title, or interest sufficient to grant the same, to be used in common with said Cole Realty, its successors and assigns and any others who may now have or hereafter acquire rights therein, for the purpose of ingress, egress and the installation and maintenance of a roadway and customary utilities, extending from the end of the first above described easement, across said former location of "Eight-Rod Road" and the westerly portion of said eight rod wide rangeway, to land of the State of Maine, described in a Layout and Notice of Taking, dated May 21, 1958, recorded in Kennebec County Registry of Deeds in Book 1115, Page 412, and the existing road designated "Approach Base Line 8 Rod Road" on the plan entitled "Maine State Highway Commission, Right Of Way Map, State Highway '95', Sidney, Kennebec County, Federal Aid Project L.S.I.-95-6(1), Sheet No. 1 of 1 Sheet, S.H.C. File NO. 6-148", dated May 1966, recorded in Kennebec County Registry of Deeds in Plan Book 33, Page 13;

thence following said Approach Base Line 8 Rod Road in an easterly, then northerly direction, to its intersection with the southerly line of the Lyons Road, so-called.

The above description was prepared by Andrew Dunbar, P.L.S., of Thayer Engineering Company, in September of 1996.

This conveyance is made subject to, and excepting and reserving any and all rights acquired by virtue of the following (to the extent the same may affect the above described premises and easements):

1. Easement from Thomas Furman to Central Maine Power Company, dated November 5, 1925, recorded in Kennebec County Registry of Deeds in Book 635, page 20.

2. Easement from William P. Lyon to Central Maine Power Company, dated November 5, 1925, recorded in Book 645, page 110.
3. Deed from William P. Lyon to Central Maine Power Company, dated December 2, 1946, recorded in Book 852, page 2.
4. Layout and Notice of Taking by the State of Maine, dated May 21, 1958, recorded in Kennebec County Registry of Deeds in Book 1115, page 412.
5. Layout and Notice of Taking by the State of Maine, dated June 11, 1958, recorded in said County Registry of Deeds in Book 1117, page 469.
6. Easement from Carl W. Nielson to Central Maine Power Company, dated September 12, 1966, recorded in Book 1397, page 452.
7. Easement from Carl W. Nielson to the State of Maine, dated June 23, 1967, recorded in Book 1449, page 1.
8. Easement from Foley, Inc. to Central Maine Power Company, dated November 15, 1971, recorded in Book 1572, page 410.
9. Easement from Coles Express, Inc. to Central Maine Power Company, dated May 3, 1974, recorded in Book 1766, page 329.
10. Agreement by and between the State of Maine and Cole Properties, dated March 13, 1982, recorded in Book 2465, page 9.

Cole Realty excepts and reserves the right to change the location of the above-conveyed easements and to define more precisely their width and boundaries, upon notice to the Grantee or its successors or assigns, provided that Cole Realty shall bear the expense (and responsibility) of altering any then existing roadways or utilities.

Cole Realty excepts and reserves the right to dedicate any or all portions of the above described roadway easements to the Town of Sidney, and all easement rights of the Grantee in any such portion shall automatically terminate upon acceptance of such roadway by the Town of Sidney as a public way.

BK624

Cole Realty also excepts and reserves the right to convey any or all portions of the above described roadway and utility easements to any owners association or road maintenance association that may be formed in connection with future development of the remaining property of Cole Realty. By acceptance of this deed the Grantee covenants and agrees for itself and its successors and assigns, to become a member of any such association.

For Grantor's source of title reference may be had to the deed from Coles Express, Inc. to Cole Realty, dated June 25, 1992, recorded in Kennebec County Registry of Deeds in Book 4165, page 58. Cole Properties merged into Coles Express, a Maine corporation, effective December 23, 1987. Coles Express changed its name to Cole Enterprises effective December 23, 1987. Cole Enterprises merged into Coles Express, Inc., a Delaware corporation, effective June 24, 1992.

The Grantee's mailing address is West River Road, Augusta, Maine 04330.

IN WITNESS WHEREOF, COLE REALTY has caused this deed to be signed in its corporate name as an instrument under seal by Galen Cole, Jr., its President, hereunto duly authorized, this 22 day of October, 1996.

WITNESS:

Galen Cole Jr.

COLE REALTY

By: *Galen Cole Jr.*
Galen Cole Jr.
Its President
Hereunto Duly Authorized

STATE OF MAINE
COUNTY OF PENOBSCOT

October 22, 1996

Then personally appeared the above-named Galen Cole, Jr., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Edith A. Richardson
Name: EDITH A. RICHARDSON
Notary Public
Maine Attorney-at-Law

7305-39006

RECEIVED KENNEBEC SS.

96 OCT 25 AM 11:05

ATTEST: *Thomas B. B. B.*
REGISTER OF DEEDS

RECEIVED KENNEBEC SS.

2000 JUL -7 PM 2:30

ATTEST: *Thomas B. B. B.*
REGISTER OF DEEDS

PROPERTY DISCLOSURE

AUCTION #: 06-151

PROPERTY: 128 Lyons Road, Sidney, Maine

Would you please supply the following information for our Property Information Package:

Section 16 - Private Water Supply Disclosure

- A. Type of System; Drilled Not Known _____
- B. Location; South east side of road Not Known _____
- C. Malfunctions; none Not Known _____
- D. Date of installation; Fall of 1996 Not Known _____
- E. Date of most recent test; None Not Known _____
- F. Have you experienced a problem such as an unsatisfactory water test or a water test with notations; _____ Not Known ☒

Section 17. Heating Disclosure

- A. Type(s); Hot water oil fired Boiler Not Known _____
- B. Age of system/source(s); 10 yrs Not Known _____
- C. Name of company who services system/source(s); E. Pete Stratton Not Known _____
- D. Date of most recent service call; Jan 2006 Not Known _____
- E. Annual consumption per system/source; 30102 gal Not Known _____
(i.e. gallons, kilowatt hours, cords) w/Pool
- F. Malfunctions per system/source within the past 2 years; _____ Not Known ☒

Section 18 - Waste Disposal System Disclosure

A. Private

1. Type of system; Stone Bed 20x70 Not Known _____
2. Size of tank; 2000 gal Not Known _____
3. Type of tank; Concrete Not Known _____
4. Location of tank; West side of road Not Known _____
5. Malfunctions of tank; None Not Known _____
6. Date of installation of tank; Spring 1996 Not Known _____
7. Location of leach field; West side of road Not Known _____
8. Malfunctions of leach field; none Not Known _____

Auction 06-151

Section 18 - Waste Disposal System Disclosure Continued

9. Date of installation of leach field; Spring 1996 Not Known _____
10. Date of most recent servicing of system; Sept 2005 Not Known _____
11. Name of contractor who services the system; Pat Jackson Not Known _____

B. Public

1. Have you experienced any system or line malfunction; No Not Known _____

Section 19 - Known Hazardous Materials Disclosure

Do you have any knowledge of current or previously existing known hazardous materials on or in the real estate, including but not limited to:

- A. Asbestos; No Not Known _____
- B. Lead based paint; No Not Known _____
- C. Radon; No Not Known _____
- D. Underground storage tanks; No Not Known _____

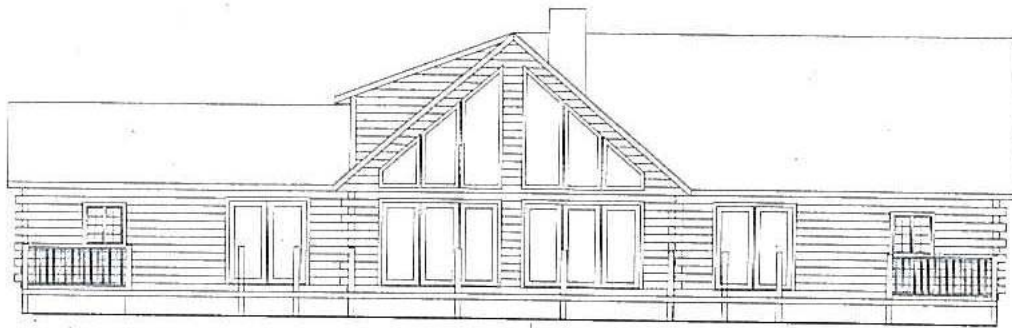
This disclosure will be included in our buyer's prospectus to be delivered to potential purchasers. Please do not leave any questions unanswered, indicate N/A or check (✓) Not Known.

POTENTIAL PURCHASERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC ISSUE OR CONCERN.

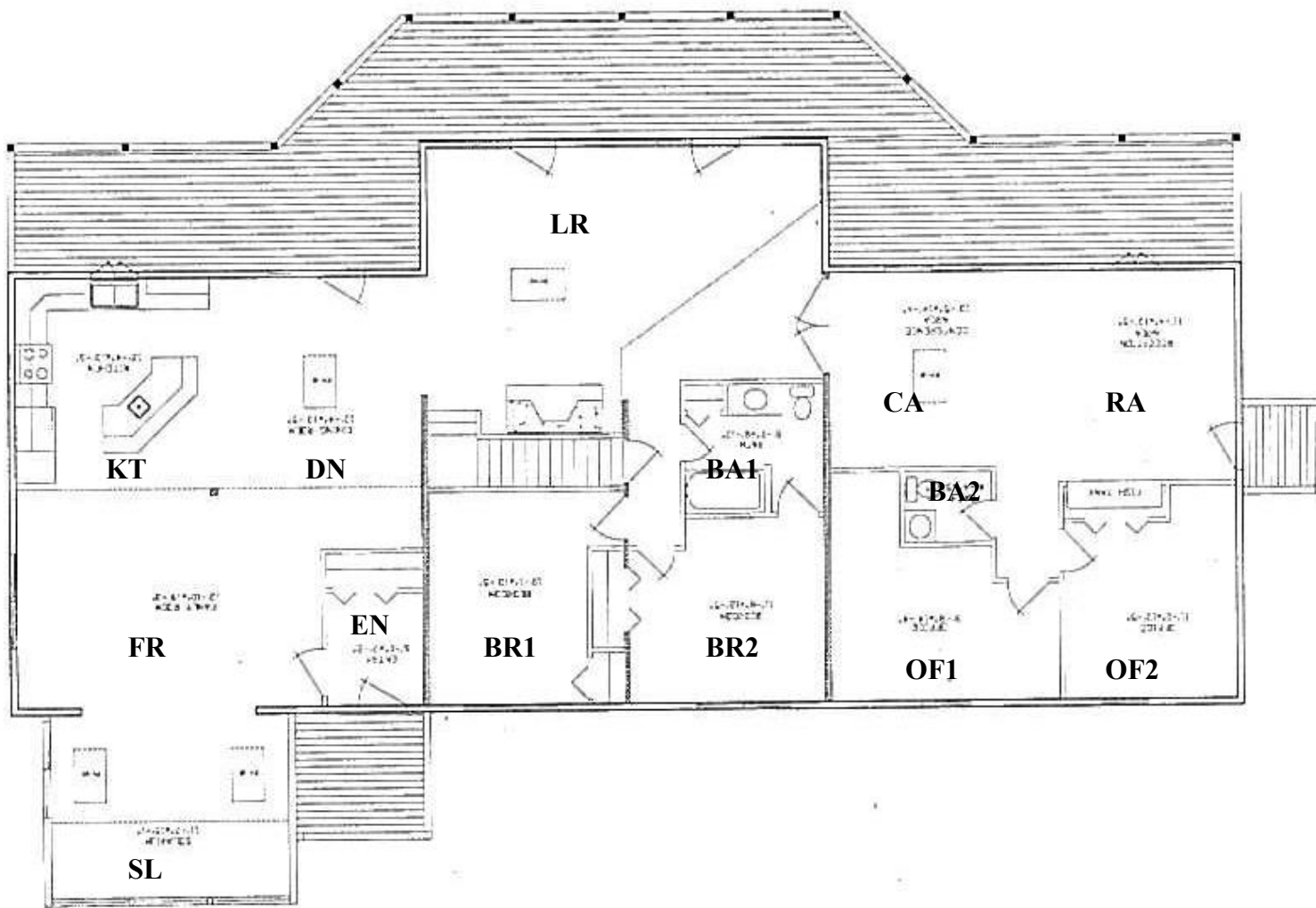
Seller's signature 

Date: 10-3-06

"This Agency represents the Seller's interests and, as such, has a fiduciary duty to disclose to the seller information, which is material to the sale, acquired from the buyer or any other source."



Main Floor



KT (Kitchen): 12'-4"x13'-5"

DN (Dining Room): 13'-4"x13'-5"

FR (Family Room): 13'-10"x19'-3"

LR (Living Room): 24'-10"x13'

SL (Solarium): 11'-7"x15'-1"

EN (Entry): 6'-0"x7'-2"

BR1 (Bedroom): 10'-1"x13'-5"

BR2 (Bedroom): 11'-8"x12'-5"

BA1 (Bath): 8'-2"x8'-10"

BA2 (Bath): 4'-4"x5'-5"

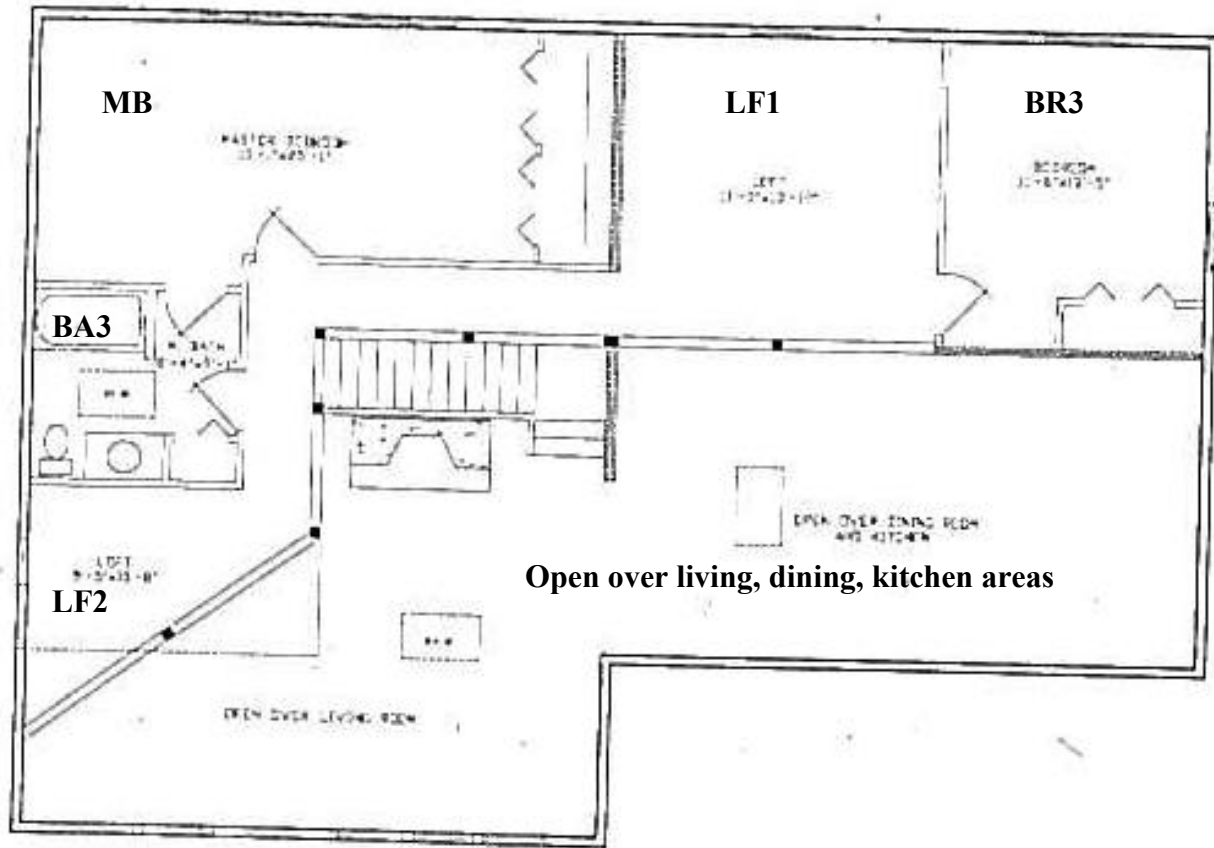
CA (Conference Area): 13'-5"x14'-4"

RA (Reception Area): 11'-4"x13'-5"

OF1 (Office): 9'-8"x14'-4"

OF2 (Office): 11'-0"x13'-5"

Second Floor



MB (Master Bedroom): 10'-1" x 25'-1"

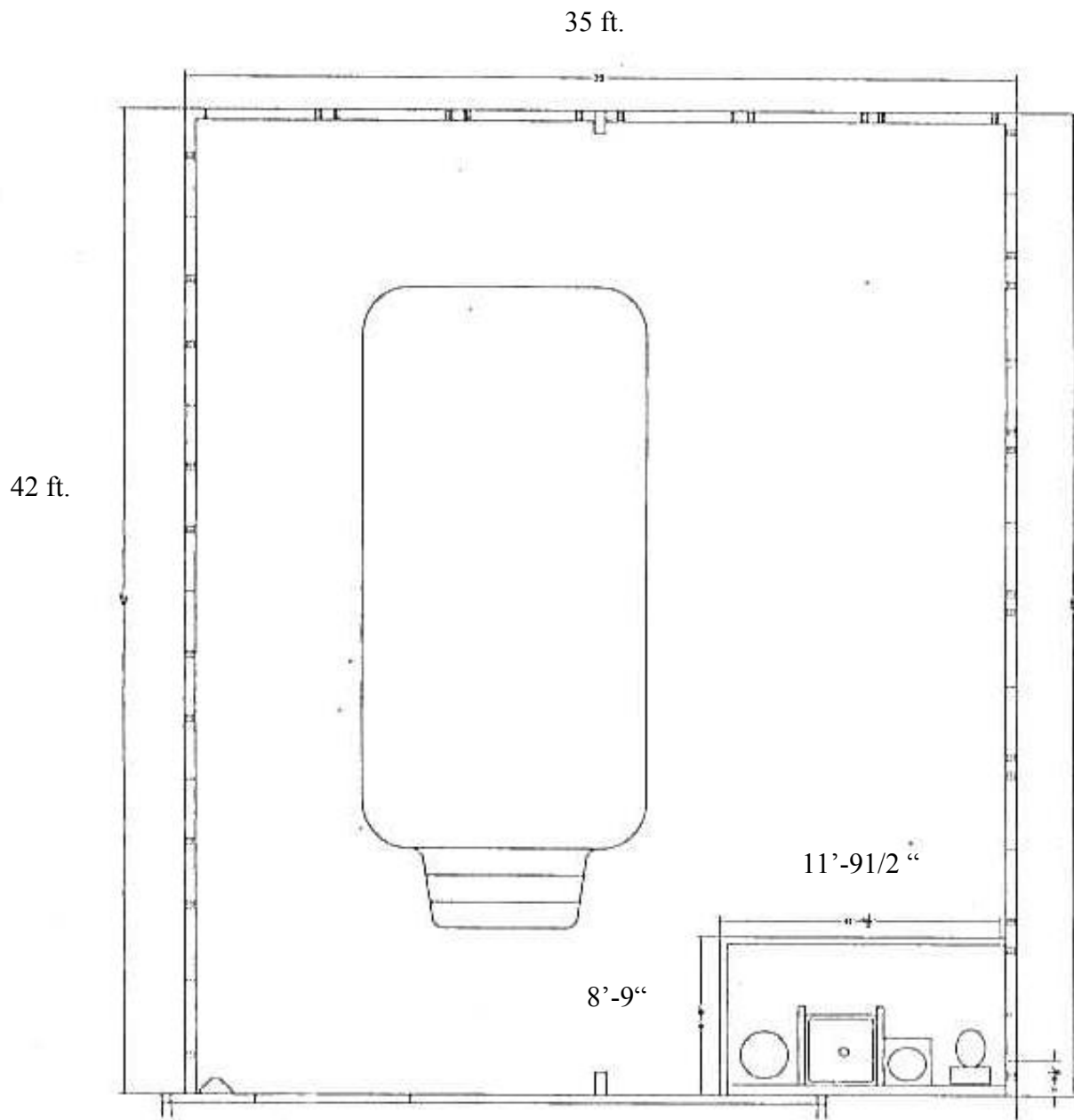
BA3 (Bathroom): 8'-4" x 9'-1"

LF1 (Loft): 11'-3" x 13'-10"

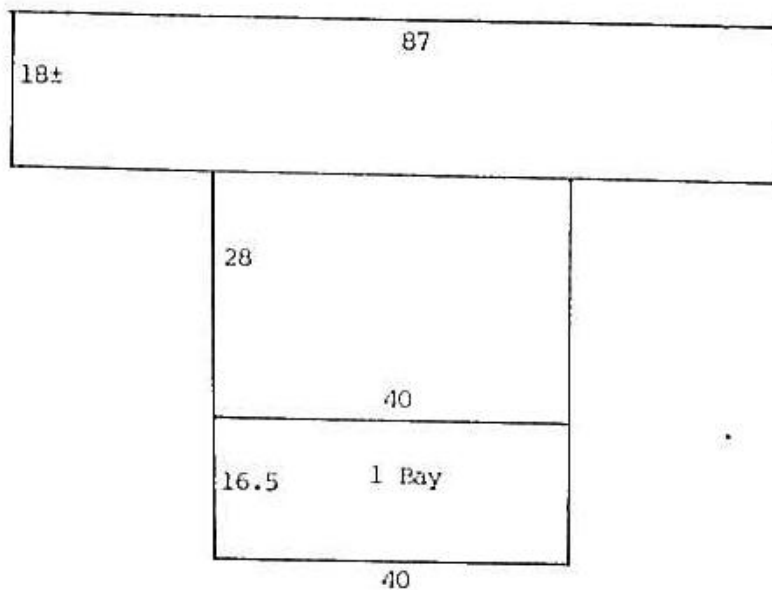
LF2 (Loft): 9'-5" x 10'-8"

BR3 (Bedroom): 11'-6" x 13'-5"

Pool Area



BUILDING SKETCH OF OLDER OUTBUILDING



Approximate Gross Building Area Calculations:

18	x	87	=	1,566
28	x	40	=	1,120
16.5	x	40	=	660
Total				3,346

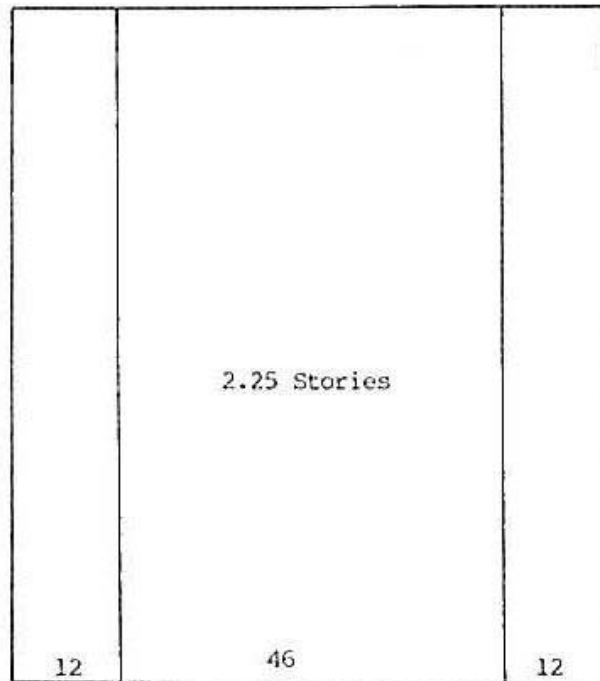
Dimensions taken on inspection are approximate and may be rounded in some instances.

a/s

24x24

Garage

BUILDING SKETCH OF NEWER OUTBUILDING



Approximate Gross Building Area Calculations:

$$70 \times 80 = 5,600$$

Dimensions taken on inspection are approximate only and may be rounded in some instances.