

## Property Information Package

### One-Room Schoolhouse

120 High Pine Loop, Wells,



Previews: Please Call for Details

Auction: July 24<sup>th</sup> | 1pm ET

Auction Location: 9 Barnard Lane, Kennebunk, ME

Property#: AP15052-2



**Tranzon Auction Properties**

93 Exchange Street  
Portland, ME

P: 207-775-4300

F: 207-773-7275

APinfo@tranzon.com

Thomas W. Saturley | ME RE Lic. #90600017 | ME AUC #757

## **TABLE OF CONTENTS**

<b>Project Summary</b>	<b>Page 1</b>
<b>Real Estate Brokerage Relationships Form</b>	<b>Page 2</b>
<b>Disclaimer</b>	<b>Page 3</b>
<b>Property Description</b>	<b>Page 4</b>
<b>Area Map</b>	<b>Page 5</b>
<b>Property Location Map</b>	<b>Page 6</b>
<b>Tax Map</b>	<b>Page 7</b>
<b>Summary of Data</b>	<b>Page 8</b>
<b>Tax Card</b>	<b>Page 9</b>
<b>Zoning</b>	<b>Page 12</b>
<b>Property Disclosure</b>	<b>Page 18</b>
<b>Lead Based Paint Disclosure</b>	<b>Page 20</b>
<b>Copy of Advertising</b>	<b>Page 21</b>
<b>Notice of Sale</b>	<b>Page 14</b>
<b>Purchase &amp; Sale Agreement</b>	<b>Page 22</b>
<b>Terms and Conditions of Sale</b>	<b>Page 24</b>
<b>Trustee's Deed</b>	<b>Page 27</b>

## PROJECT SUMMARY

### AUCTION – One-Room Schoolhouse

Property #: AP15052-2  
Auction Date: Friday, July 24<sup>th</sup> | 1pm ET  
Inspections: Please Call for Details  
Property Address: 120 High Pine Loop  
Wells, ME  
Auction Location: 9 Barnard Lane, Kennebunk, ME  
Registration: Parties interested in bidding may register for the sale any time after 12:30pm ET

**Summary of Terms:** \$2,500.00 deposit in cash, cashier's check, certified or bank check or the equivalent made payable to Tranzon Auction Properties Escrow Account is required in order to bid; a 10% Buyer's Premium will be added to the high bid to determine the total purchase price; deposit must be increased to equal 10% of the total purchase price within 5 business days of the auction; balance will be due and payable within 30 days; property sold as-is with no contingencies; please see complete Terms and Conditions.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

As a reminder to real estate sales agents, associate brokers and brokers, we offer a broker participation fee. Please call us at (207) 775-4300 for details.

Thank you for your interest in this property, we look forward to seeing you on the day of auction.

Sincerely,



JILL R. DAVIERO  
Senior Vice President

JRD/spr



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 Thomas W. Saturely  
Licensee's Name

on behalf of Tranzon Auction Properties  
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](http://www.maineprofessionalreg.org). Inactive licensees may not practice real estate brokerage.*

**NOTICE**  
**ATTENTION PROSPECTIVE BIDDERS**

**Auction Company is acting solely as agent for the Seller**

ALL INFORMATION CONTAINED IN THIS DOCUMENT, AND ANY AND ALL MARKETING MATERIALS, INCLUDING ADVERTISEMENTS WERE OBTAINED FROM SOURCES BELIEVED TO BE ACCURATE. HOWEVER, NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, IS INTENDED OR MADE. NEITHER THE AUCTION COMPANY NOR ITS EMPLOYEES, AFFILIATES, OR AGENTS (HEREINAFTER "AUCTION COMPANY") REPRESENT THE BUYER/BIDDER. ALL PROSPECTIVE BUYERS/BIDDERS MUST INDEPENDENTLY INVESTIGATE AND CONFIRM ANY INFORMATION OR ASSUMPTIONS ON WHICH ANY BID IS BASED. NEITHER AUCTION COMPANY NOR SELLERS SHALL BE LIABLE FOR ANY ERRORS OR THE CORRECTNESS OF INFORMATION.

ALL ANNOUNCEMENTS MADE AT THE AUCTION TAKE PRECEDENCE OVER ANY OTHER PROPERTY INFORMATION OR PRINTED TERMS OF SALE. ITEMS MAY BE ADDED OR DELETED. THE PROPERTY AND IMPROVEMENTS ARE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE ACCURACY, CORRECTNESS, COMPLETENESS, CONTENT OR MEANING OF THE INFORMATION CONTAINED HEREIN. PROSPECTIVE BUYERS/BIDDERS SHOULD VERIFY ALL INFORMATION.

ALL PROSPECTIVE BUYERS/BIDDERS RECOGNIZE AND AGREE THAT ANY INVESTIGATION, EXAMINATION, OR INSPECTION OF THE PROPERTY IS WITHIN THE CONTROL OF THE OWNER OR OTHER PARTIES IN POSSESSION AND THEIR AGENTS. POTENTIAL BUYERS/BIDDERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC ISSUE OR CONCERN. ANY DECISION TO PURCHASE OR NOT TO PURCHASE IS THE SOLE AND INDEPENDENT BUSINESS DECISION OF THE POTENTIAL BUYER/BIDDER. NO RECOURSE OR CAUSE OF ACTION WILL LIE AGAINST ANY OF THE ABOVE-MENTIONED PARTIES SHOULD BUYER BECOME DISSATISFIED WITH ITS DECISION, WHATEVER IT MAY BE, AT A LATER DATE.

AUCTION COMPANY AND SELLER HAVE THE RIGHT TO POSTPONE OR CANCEL THE AUCTION IN WHOLE OR IN PART, IN ITS SOLE DISCRETION. AUCTION COMPANY AND SELLER RESERVE THE RIGHT TO REFUSE ADMITTANCE TO, OR EXPEL ANYONE FROM THE AUCTION PREMISES FOR INTERFERENCE WITH AUCTION ACTIVITIES, NUISANCE CANVASSING, SOLICITING OR OTHER REASONS.

MAINE AUCTIONS ARE UNDER THE JURISDICTION OF THE STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATIONS, BOARD OF LICENSURE OF AUCTIONEERS, 35 STATE HOUSE STATION, AUGUSTA ME 04330.

**TRANZON AUCTION PROPERTIES IS A MEMBER COMPANY OF TRANZON, LLC. ALL TRANZON COMPANIES ARE INDEPENDENTLY OWNED AND OPERATED.**



# PROPERTY DESCRIPTION

## Address

120 High Pine Loop  
Wells, ME

## Location and Site

Known for its beautiful beaches, Wells is located in southern Maine between Kennebunk and York.

- Lot Size: 1.2± acres
- Utilities: None

## Building Information

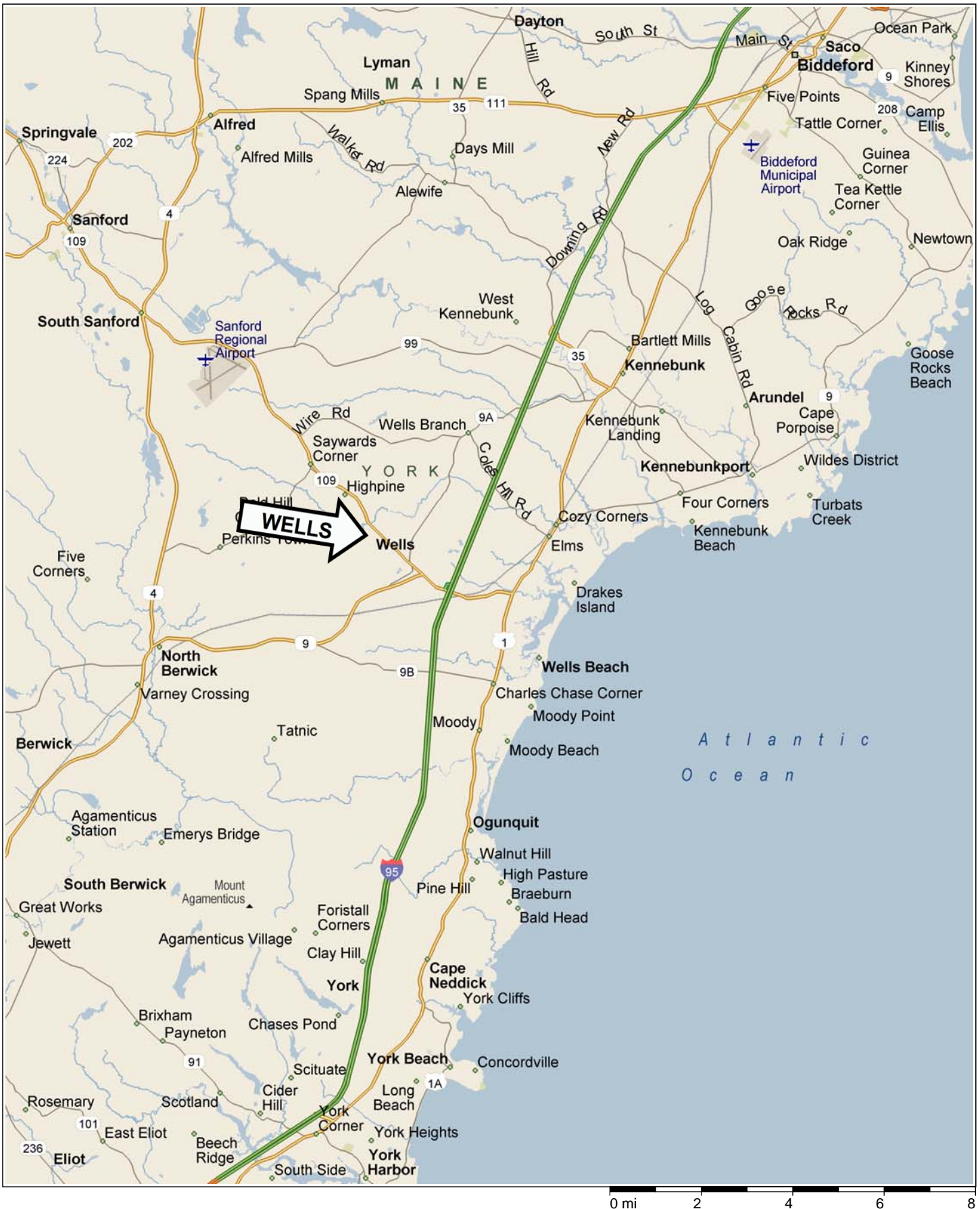
Built in 1830±, this former one-room schoolhouse was known as Division No. 14 School and was an active schoolhouse until 1952.

- Property Type: Schoolhouse
- Year Built: 1830±
- Building Area: 1,200± SF
- Stories: 1
- Construction: Wood frame
- Roof Cover: Asphalt
- Exterior Siding: Clapboard
- Heating Source: None



**DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Buyers shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an “AS IS, WHERE IS” basis.**

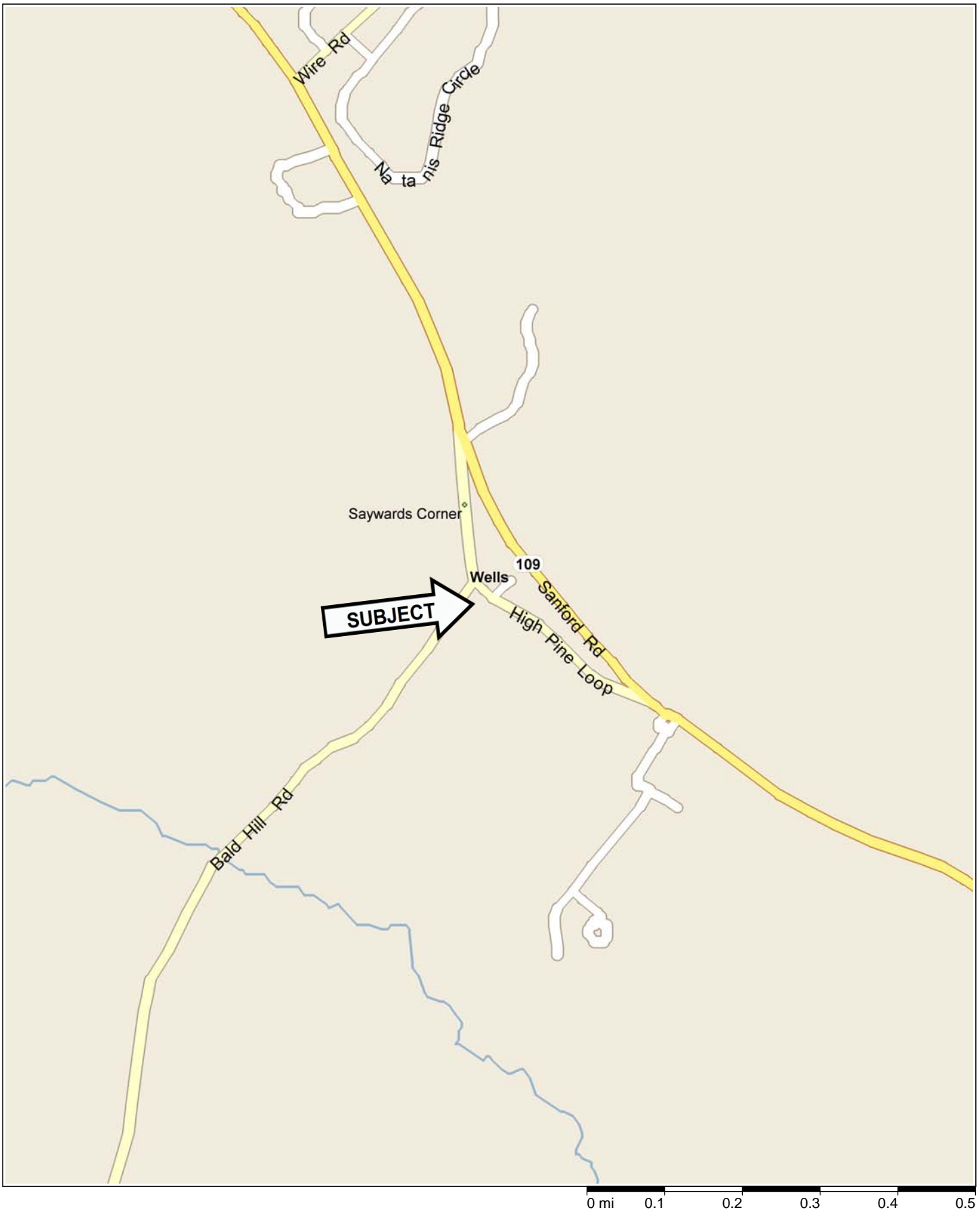
# AREA MAP



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>  
 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



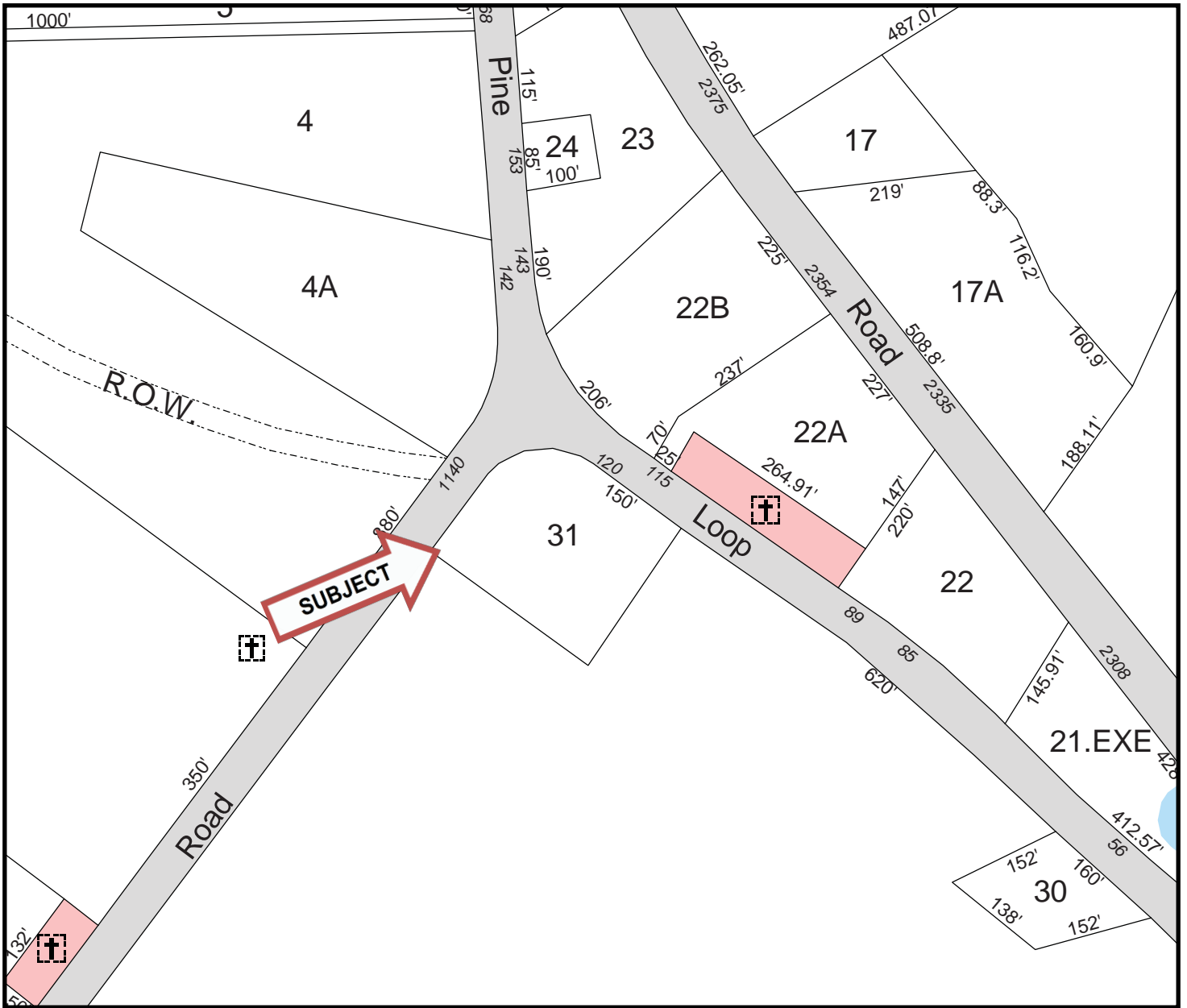
# PROPERTY LOCATION MAP



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>  
Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



# TAX MAP



## SUMMARY OF DATA

Town of Wells  
Tel: (207) 646-5113  
Assessor: (207) 646-6081  
Collector: (207) 646-5113  
[www.wellstown.org](http://www.wellstown.org)

## LOCATION INFORMATION

**Address:** 120 High Pine Loop, Wells, ME  
**Map & Lot:** Map 60, Lot 31

**Zoning:** Per the Town of Wells, property is located in the Residential Commercial (RC) District. For your convenience, a portion of the zoning is included in this package. Please contact the Code Enforcement Officer at (207) 646-5187 to verify and obtain complete zoning information.

## TAX INFORMATION

**Tax Year:** July 1<sup>st</sup> to June 30<sup>th</sup>  
**Taxes Due:** December 4, 2014 & June 3, 2015

**Assessed Value:** \$51,070.00 (Land) + \$23,200.00 (Improvements) = \$74,270.00  
**Annual Taxes:** \$705.57 (2014/2015 Tax Year)

**Tranzon Auction Properties Note:** The foregoing information is based on a telephone conversation with the municipal office and its accuracy is not certified. Tranzon Auction Properties strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

# 120 HIGH PINE LOOP

**Location** 120 HIGH PINE LOOP

**Assessment** \$74,270

**Mblu** 0060/031 / / /

**Appraisal** \$74,270

**Acct#** 0

**PID** 3315

**Owner** JOHNSON, WILLIAM

**Building Count** 1

## Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2014	\$23,200	\$51,070	\$74,270
Assessment			
Valuation Year	Improvements	Land	Total
2014	\$23,200	\$51,070	\$74,270

## Owner of Record

**Owner** JOHNSON, WILLIAM

**Sale Price** \$0

**Co-Owner**

**Certificate**

**Address** PO BOX 237

**Book & Page**

KENNEBUNK, ME 04043

**Sale Date**

## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
JOHNSON, WILLIAM				

## Building Information

**Building 1 : Section 1**

**Year Built:** 1780  
**Living Area:** 1200  
**Replacement Cost:** \$77,340  
**Building Percent Good:** 30  
**Replacement Cost Less Depreciation:** \$23,200

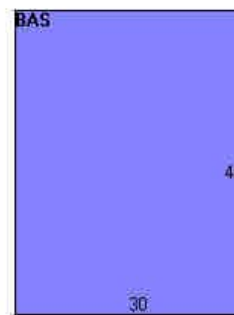
**Building Photo**



(<http://images.vgsi.com/photos/WellsMEPhotos/\00\01\82\66.jpg>)

Building Attributes	
Field	Description
STYLE	Schools-Public
MODEL	Industrial
Grade	Average
Stories:	1
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure	Gable/Hip
Roof Cover	Asph/F Gls/Cmp
Interior Wall 1	Plastered
Interior Wall 2	
Interior Floor 1	Pine/Soft Wood
Interior Floor 2	Hardwood
Heating Fuel	Coal or Wood
Heating Type	None
AC Type	None
Bldg Use	MUSEUMS
Total Rooms	
Total Bedrms	00
Total Baths	1
1st Floor Use:	3600
Heat/AC	NA
Frame Type	WOOD FRAME
Baths/Plumbing	NA
Ceiling/Wall	NA
Rooms/Prtns	NA
Wall Height	8
% Comn Wall	

**Building Layout**



Building Sub-Areas			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	1200	1200
		1200	1200

**Extra Features**

Extra Features	Legend
No Data for Extra Features	



## Land

### Land Use

**Use Code** 3600  
**Description** MUSEUMS  
**Zone** RC  
**Neighborhood** 40  
**Alt Land Appr Category** No

### Land Line Valuation

**Size (Acres)** 1.2  
**Frontage**  
**Depth**  
**Assessed Value** \$51,070  
**Appraised Value** \$51,070

## Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

## Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2014	\$23,200	\$51,070	\$74,270
2013	\$23,200	\$51,070	\$74,270
2012	\$23,240	\$61,630	\$84,870

Assessment			
Valuation Year	Improvements	Land	Total
2014	\$23,200	\$51,070	\$74,270
2013	\$23,200	\$51,070	\$74,270
2012	\$23,240	\$61,630	\$84,870

(c) 2014 Vision Government Solutions, Inc. All rights reserved.

## Chapter 145. Land Use

### Article V. District Regulations

#### § 145-24. Residential-Commercial District.

- A. Purpose. The purpose of the Residential-Commercial District is to provide areas for the economic use of older residential areas along highways while preserving the character and architectural scale of the areas.
- B. Permitted uses. The following uses are permitted upon obtaining any required permits from the Code Enforcement Officer:
  - (1) Agriculture, limited to the raising of crops and plants out of doors.
  - (2) Cemetery having an area less than 20,000 square feet and containing no buildings.
  - (3) Dwelling, one-family. (See also § 145-55.)
  - (4) Dwelling, two-family.
  - (5) Dwelling, multifamily. (See § 145-48.)
  - (6) Recreation, passive.
  - (7) Timber harvesting.
- C. Permitted uses requiring the approval of a site plan. The following uses are permitted upon obtaining site plan approval and any required permits from the Code Enforcement Officer:
  - (1) Bank.
  - (2) Bed-and-breakfast/small inn.
  - (3) Business, contractor.
  - (4) Business, office.
  - (5) Business, personal service.
  - (6) Business, retail, including the manufacturing of any goods offered for sale on the premises.  
[Amended 11-7-2000]
  - (7) Business, service.
  - (8) Business, wholesale.
  - (9) Cemetery larger than 20,000 square feet in area.
  - (10) Church.
  - (11) Club.

- (12) Congregate care facility.  
[Added 6-8-2010<sup>[1]</sup>  
[1] *Editor's Note: This ordinance also renumbered former Subsection C(12) through (27) as Subsection C(13) through (28), respectively.*
- (13) Day-care home.
- (14) Day-care center/nursery school.
- (15) Drug abuse shelter. (Note: A drug abuse shelter will only be permitted on a lot within this district which lot either has frontage along Route One, or is located within 150 feet of Route One.)  
[Added 6-14-2011<sup>[2]</sup>  
[2] *Editor's Note: Ordinances adopted 6-14-2011 added several permitted uses to § 145-24C. As a result, some subsections were renumbered in order to maintain the alphabetical organization of the subsection.*
- (16) Elderly housing.
- (17) Freestanding residential detoxification program. (Note: A freestanding residential detoxification program facility will only be permitted on a lot within this district which lot either has frontage along Route One, or is located within 150 feet of Route One.)  
[Added 6-14-2011]
- (18) Function hall without commercial-type cooking facilities.
- (19) <sup>[3]</sup>Housing, congregate.  
[3] *Editor's Note: Former Subsection C(19), Housekeeping cottage complex, was repealed 11-5-2013. This ordinance also redesignated former Subsection C(20) through (32) as Subsection C(19) through (31), respectively.*
- (20) Medical care facility, excluding hospitals.
- (21) Municipal facility.
- (22) Museum.
- (23) Neighborhood convenience store, excluding sale of motor vehicle fuels and including a restaurant area not exceeding 15 seats.
- (24) Nursing home.
- (25) Private non-medical institution (PNMI).  
[Added 6-14-2011]
- (26) Public utility facility.
- (27) Recreation, active.
- (28) Recreation, medium intensity commercial.  
[Added 6-11-2013<sup>[4]</sup>  
[4] *Editor's Note: This ordinance also redesignated former Subsection C(29) through (33) as Subsection C(30) through (34), respectively.*
- (29) Registered marijuana dispensary (Note: A registered marijuana Dispensary will only be permitted on a lot within this district which lot either has frontage along Route One, or is located within 150 feet of Route One.)  
[Added 6-14-2011]
- (30) Restaurant, standard, containing 36 seats or fewer and located west of Route 1 and east of the turnpike on Route 109.

(31) School, public and private.  
[Amended 10-6-1998]

(32) [5] Stand-alone registered marijuana dispensary.  
[Added 6-14-2011]

[5] *Editor's Note: Former Subsection C(33), Seasonal cottage complex, added 4-12-2003, which immediately preceded this subsection, was repealed 11-5-2013. This ordinance also redesignated former Subsection C(34) as Subsection C(32).*

D. Accessory uses. Accessory uses are permitted when they are clearly incidental to permitted use; subordinate, individually and in the aggregate, to the permitted use; and located on the same lot as the permitted use being served. Home businesses as regulated in § 145-51 are accessory uses.

E. Uses prohibited. Except as permitted in § 145-12, Nonconforming uses, and in Article VI, Town-Wide Regulations, uses not identified in Subsections B, C and D are prohibited within this district.

F. Dimensional requirements:

(1) Minimum lot size: 20,000 square feet of net area if served by public sewer; 40,000 square feet of net area if not served by public sewer.

(2) Maximum density:

(a) One dwelling unit for each 20,000 square feet of net area if served by public sewer.

(b) One dwelling unit for each 40,000 square feet of net area if not served by public sewer.

(c) Four housekeeping cottages or seasonal cottages per acre of net area.

[Amended 4-28-1995; 4-12-2003; 6-13-2006<sup>[6]</sup>]

[6] *Editor's Note: This ordinance provided that it shall be retroactive to any application for site plan approval and any application to amend an existing site plan to the extent the amendment proposes additional cottage units that has not received final approval from the Planning Board on 4-25-2006.*

(3) Minimum street frontage per lot: 100 feet.

(4) Maximum lot coverage: 60% (20% within the Shoreland Overlay District) or 2,500 square feet, whichever is greater.

(5) Maximum building height: 30 feet, not to exceed three stories. (See § 145-35I.)

(6) Setbacks. All structures shall be located at least:

(a) Fifteen feet from any lot line.

(b) Twenty-five feet from the boundary of any cemetery.

(c) Twenty-five feet from any lot line abutting any street right-of-way.

(d) Forty feet from any lot line abutting the right-of-way of any state highway.

(e) Each housekeeping cottage or seasonal cottage shall be placed at least 25 feet from any other housekeeping or seasonal cottage on the site.

[Added 6-13-2006<sup>[7]</sup>]

Note: See also §§ 145-13, Nonconforming structures, 145-14, Nonconforming lots, 145-48, Multifamily developments, and 145-49, Residential cluster development.

[7] *Editor's Note: This ordinance provided that it shall be retroactive to any application for site plan approval and any application to amend an existing site plan to the extent the amendment proposes additional cottage units that has not received final approval from the Planning Board on 4-25-2006.*



G. Special provisions.

- (1) No building shall contain more than 5,000 square feet of gross floor area, except that a building located in the section of the Residential-Commercial District running along both sides of Route 109 located west of Route 1 and east of the Maine Turnpike containing a medical clinic may contain more than 5,000 square feet of gross floor area, provided that it is located on a lot larger than five acres of land.

[Amended 4-16-1999]

- (2) Within any building existing on January 1, 1994, an accessory dwelling unit shall be permitted as regulated in § ~~145-55~~, except that the provisions of § 145-55B shall not apply. All other dimensional requirements, except residential density, of the district, including minimum lot size, shall be met.
- (3) All business uses and related storage, except for the sale of vegetables, fruits, plants and natural Christmas trees and wreaths, shall be located entirely within an enclosed structure.
- (4) Within 500 feet of Route 1, the following architectural requirements shall apply:
  - (a) Reconstruction of exterior facades and additions to existing buildings shall be in the architectural style of the original building, and the materials used shall duplicate the original or be similar in appearance to the original materials or materials commonly used in the Town when the building was constructed.
  - (b) New construction shall preserve the character of the district by using external building features which are similar to those buildings in the district constructed in the 18th and 19th centuries. Modern materials which duplicate the appearance of materials used in construction in the 18th and 19th centuries may be used on any buildings.
  - (c) Any new building shall have a gable, hip, saltbox or mansard roof.
  - (d) The siding on new buildings shall be wooden clapboard or wooden shingles or materials which duplicate these in shape, texture and appearance.
  - (e) The roofs on all buildings shall be shingled.
  - (f) If visible from U.S. Route 1, glass panes in windows and doors, if larger than nine square feet, shall be divided by construction or application into panes smaller than one square foot.
- (5) If a building is located less than 70 feet from a street right-of-way, no parking serving a business shall be located in the area between the building and the street right-of-way.

## Town of Wells

### Zoning Dimensional Requirements (\*\*\*) For Reference Only (\*\*\*)

ZONE	LOT SIZE (SQ. FT.)	DENSITY	COVERAGE	FRONTAGE	HEIGHT	SETBACKS
<b>RA</b>	20,000 sewer	20,000 sewer	40% or 2000 sq. ft.	100' sewer 75' cds	30' / 3 story	25' street row 15' lot line
	40,000 septic or west tpike	40,000 septic or west tpike	20% shoreland	125' septic & 100' cds & tpike west		40' state highway 25' cemetery 200' rivers
<b>RB</b>	5,000 sewer	5,000 sewer	60% or 2000' 40% shoreland	50'	30' / 3 story	15' street row 6' lot line 25' cemetery 20' seawall
<b>RD</b>	7,500 sewer	7,500 sewer	60% or 2000' 40% shoreland	75'	30' / 3 story	20' street row 10' lot line 25' cemetery 20' seawall
<b>RC</b>	20,000 sewer 40,000 septic	20,000 sewer 40,000 septic 4 h-kping/seas.cot	60% or 2500' 20% shoreland	100'	30' / 3 story	25' street row 15' lot line 40' state highway 25' cemetery
<b>BB</b>	5,000 sewer	5,000 sewer 4 h-kping/seas.cot 20 motel (h)	90%	50'	34' / 3 story	4' street row 6' lot line 20' seawall
<b>GB</b>	20,000 sewer 40,000 septic	20,000 sewer 40,000 septic 4 h-kping/seas.cot 20 motel (h)	65% or 2500' 20% shoreland	100' 75' cds	34' / 3 story	25' street row 15' lot line 40' state highway 25' cemetery
<b>H</b>	5,000 sewer	none	90%	50'	34' / 2 story	4' street row 6' lot line
<b>LI</b>	40,000	none	65% or 2500' 20% shoreland	100'	45' / 3 story	40' street row 25' lot line 25' cemetery
<b>QM</b>	200,000	none	70% or 2500' 20% shoreland	200'	45' / 3 story	40' street row 100' lot line 25' cemetery

ZONE	LOT SIZE (SQ. FT.)	DENSITY	COVERAGE	FRONTAGE	HEIGHT	SETBACKS
<b>R</b>	100,000 septic 40,000 sewer & tpike east	100,000 septic 40,000 sewer & tpike east 4 h-kping/seas.cot acre of net area	20% or 4,000	200' 150' cds	40' / 3 story	25' street row 25' lot line 40' state highway 25' cemetery 200' river
<b>AP</b>	100,000	100,000	20% or 2,500	200' 150' cds	40' / 3 story	25' street row 25' lot line 40' state highway 25' cemetery 250' Branch Brook
<b>MH</b>	5,000 sewer 20,000 septic 12,000	20,000 individual central		50' sewer 100' septic 75' central		10,000 15' site b. less than 10,000 10' site b. 20' road row also see 145-34
<b>RP</b>	YOUR PROPERTY MAY ALSO BE IN THE RESOURCE PROTECTION DISTRICT - SECTION 145-32 OR SHORELAND OVERLAY DISTRICT - SEE SECTION 145-33 FOR OTHER RESTRICTIONS AND REQUIREMENTS.					
<b>R</b>	RURAL					
<b>RA</b>	RESIDENTIAL A DISTRICT					
<b>RB</b>	RESIDENTIAL B DISTRICT					
<b>RC</b>	RESIDENTIAL C DISTRICT					
<b>RD</b>	RESIDENTIAL D DISTRICT					
<b>BB</b>	BEACH BUSINESS DISTRICT					
<b>GB</b>	GENERAL BUSINESS DISTRICT					
<b>RP</b>	RESOURCE PROTECTION					
<b>AP</b>	AQUIFER PROTECTION DISTRICT					
<b>QM</b>	QUARRY MANUFACTURING DISTRICT					
<b>LI</b>	LIGHT INDUSTRIAL DISTRICT					
<b>H</b>	HARBOR DISTRICT					
<b>TC</b>	TRANSPORTATION CENTER					

SELLER'S PROPERTY DISCLOSURE

Chapter 173 of the State of Maine Real Estate Act requires the following information be provided by the Seller of the Property.

Property located at: 120 High Pine Loop, Wells, Me  
Date of Statement: 6/28/15 04090

Name of Seller: Jo-Johnson

\* Section 16: Private Water Supply Disclosure not known

- A. Type of System: \_\_\_\_\_ Not Known
- B. Location: \_\_\_\_\_ Not Known \_\_\_\_\_
- C. Malfunctions: \_\_\_\_\_ Not Known \_\_\_\_\_
- D. Date of Installation: \_\_\_\_\_ Not Known \_\_\_\_\_
- E. Date of Most Recent Water Test: \_\_\_\_\_ Not Known \_\_\_\_\_
- F. Have you experienced a problem such as an unsatisfactory water test with notations NO \_\_\_\_\_ Not Known
- \* G. Public 2 \_\_\_\_\_ Not Known

Section 17: Heating Disclosure

- A. Type(s): none \_\_\_\_\_ Not Known \_\_\_\_\_
- B. Age of system/source(s): \_\_\_\_\_ Not Known \_\_\_\_\_
- C. Name of company who services system/source(s): \_\_\_\_\_  
\_\_\_\_\_ Not Known \_\_\_\_\_
- D. Date of most recent service call: \_\_\_\_\_ Not Known \_\_\_\_\_
- E. Annual consumption per system/source (i.e. gallons, kilowatt hours, cords): \_\_\_\_\_  
\_\_\_\_\_ Not Known \_\_\_\_\_
- F. Malfunctions per system/source within the past 2 years: \_\_\_\_\_  
\_\_\_\_\_ Not Known \_\_\_\_\_



120 High Pine Loop Wells, Me 04090

\* Section 18: Waste Disposal System Disclosure

\* A. Private

- 1. Type of System \_\_\_\_\_ Not Known \_\_\_\_\_
- 2. Size of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 3. Type of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 4. Location of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 5. Malfunctions of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 6. Date of Installation of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 7. Location of Leach Field \_\_\_\_\_ Not Known \_\_\_\_\_
- 8. Malfunctions of Leach Field \_\_\_\_\_ Not Known \_\_\_\_\_
- 9. Date of installation of leach field \_\_\_\_\_ Not Known \_\_\_\_\_
- 10. Date of most recent servicing of system \_\_\_\_\_ Not Known \_\_\_\_\_
- 11. Name of contractor who services system \_\_\_\_\_ Not Known \_\_\_\_\_

\* B. Public

7 Not known

- 1. Has there been any System or Line Malfunctions \_\_\_\_\_ Not Known \_\_\_\_\_

Section 19: Known Hazardous Materials Disclosure

The Seller is making representations contained herein. Do you the Seller have knowledge of current or previous materials on subject Real Estate?

- A. Asbestos \_\_\_\_\_ Not Known
- B. Lead Based Paint \_\_\_\_\_ Not Known
- C. Radon \_\_\_\_\_ Not Known
- D. Underground Storage Tanks ~~None~~ \_\_\_\_\_ Not Known
- E. Other \_\_\_\_\_ Not Known \_\_\_\_\_

Tranzon Auction Properties 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.

This form will be included in our Property Information Package to be delivered to potential purchasers

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

Seller's Signature: [Signature]  
Date: 6/25/15

120 High Pine Loops Wells 04090

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii)  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 (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

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

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  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

(ii)  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 (initial)**

(f)  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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.

<u>Jo Johnson</u>	<u>6/22/15</u>	<u>Jo Johnson</u>	<u>6/22/15</u>
Seller	Date	Seller	Date
<u>Tranzon Auction Properties</u>	<u>6/22/15</u>	<u>Tranzon Auction Properties</u>	<u>6/22/15</u>
Purchaser	Date	Purchaser	Date
<u>Tranzon Auction Properties</u>	<u>6/22/15</u>	<u>Tranzon Auction Properties</u>	<u>6/22/15</u>
Agent	Date	Agent	Date

COPY OF ADVERTISING

**tranzon<sup>®</sup> auction**

**3 York County Real Estate Auctions**

 <b>KENNEBUNK</b>	 <b>WELLS</b>	 <b>BIDDEFORD</b>
---	---	--

**Sale 1: Historic Barnard's Tavern & Farmhouse - 9 Barnard Lane, Kennebunk, ME**  
• Ready for Rehab or Possible Conversion • 5,062± sf Circa 1776 Building • 0.89± Acre • 8 Fireplaces  
• 1,440± sf Attached Barn • Prominent Location • 240'± Frontage on Busy Route 1

**Sale 2: Former One-Room Schoolhouse/Residential Lot - 120 High Pine Loop, Wells, ME**  
• 1,200± sf Building • 1.2± Acres • Built in 1780

**Sale 3: Brick Home With Attached Barn - 175 Prospect Street, Biddeford, ME**  
• 1,551± sf 1½-Story Building With Two Units • 0.55± Acre • Barn

**Auctions:** Kennebunk & Wells: July 24, 1pm, At 9 Barnard Lane, Kennebunk, ME; Biddeford: July 29, 12:30pm, On-Site

**Previews:** Kennebunk & Wells: Please call for details. Biddeford: July 21 & 28 | 11am - 12pm

Contents of Barnard's Tavern Being Auctioned on July 24 & 25 at 11am by John McInnis Auctioneers.

 Tranzon Auction Properties, Thomas W. Saturley, ME RE Lic. #90600017, ME AUC #757  
10% Buyer's Premium. Sales subject to Terms & Conditions. Brokers welcome.



**TRANZON.COM** **207-775-4300**

PURCHASE AND SALE AGREEMENT  
REAL ESTATE

This Purchase and Sale Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015 (hereinafter called "Seller") and \_\_\_\_\_  
\_\_\_\_\_(hereinafter called "Buyer"), who agree as follows:

1. Description of Real Estate (hereinafter called "Property"). The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the property located at 120 High Pine Loop Road, Wells, York County, Maine, which real estate is more particularly described in LEGAL DESCRIPTION (EXHIBIT A) attached hereto and incorporated herein by reference. Such transaction is subject to the terms and conditions set forth in TERMS AND CONDITIONS OF SALE attached hereto and incorporated herein by reference. Buyer hereby acknowledges that the terms and conditions of sale and legal description have been carefully read and are fully understood.

2. Purchase price. The purchase price (Hammer Price/Bid Price plus 10% Buyers Premium) of said Property is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Buyer has this day deposited cash or certified United States funds, made payable to Tranzon Auction Properties Escrow Account (hereinafter called "Auctioneer") in the amount of \$ 2,500.00, the receipt of which non-refundable deposit is acknowledged by the Auctioneer's signature below. Purchaser shall pay to the Auctioneer the additional amount necessary to achieve a deposit of ten percent (10%) of the purchase price, by cash or certified U.S. funds, not later than five (5) business days following the date of this Agreement.

Buyer is required to pay the balance in cash or certified United States funds at the time of closing.

3. Closing. Closing shall occur no more than 30 days following the date of this Agreement and shall take place at \_\_\_\_\_. Seller and Buyer mutually agree that time is of the essence with respect to this Agreement and the closing.

4. Title. Seller will convey the Property, subject to any and all encumbrances, including but not limited to building and/or zoning restriction of record, restrictive covenants of record, usual public utilities associated with servicing of property and easement/rights-of-way which exist on the face of the earth, subject to the procedures set forth in the TERMS AND CONDITIONS OF SALE.

5. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination; title insurance coverage; Buyer's share of pro-rated real estate taxes; Buyer's share of Maine transfer tax; Buyer's pro-rated share of fuel, water and/or other utility charges, if any; and representation by legal counsel. Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes; Seller's share of Maine transfer tax; auction fees and/or commissions payable to Tranzon Auction Properties; Seller's document preparation and processing fees; and representation by legal counsel.

6. Warranties. No warranties are made concerning the condition of or title to said Property. All warranties are disclaimed with respect to any improvements located on said property, including improvements located underground and the location and/or boundaries of said Property.

7. Risk of Defects. The Buyer shall assume risk for any defects. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the "AS IS, WHERE IS" condition of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way relies on representations made by Seller or Auctioneer.

8. Deed of Conveyance. Seller shall, at closing, execute and deliver to Buyer a Trustee's Deed for Real Estate.

Entire Agreement. This Agreement, the Terms and Conditions of Sale attached hereto and attached EXHIBIT A constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, and shall not be altered or amended except by written amendment signed by Seller and Buyer. This Agreement shall be governed by Maine Law.

10. Survival. The Terms and Conditions of this Agreement and the Terms and Conditions of Sale shall survive the closing.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement in triplicate originals on the day, month and year first above written.

Witness:

\_\_\_\_\_

TRANZON AUCTION PROPERTIES

By \_\_\_\_\_  
Its \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
SELLER Jo R. Johnson, Trustee of The Johnson  
Property Trust created under Declaration of Trust  
dated May 13, 2015.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Buyer  
SSN: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Buyer  
SSN: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. Auctioneer is Tranzon Auction Properties, 93 Exchange Street, Portland, Maine. The Seller is Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015.
2. This sale is of certain real estate/ parcel of land (hereinafter called "Property") located in Kennebunk, York County, Maine, real property being further described in the legal description (Exhibit A), and is being conducted by the Seller.
3. This sale may be adjourned from time to time as the Auctioneer may determine.
4. To bid, a bidder must first deposit five thousand two thousand five hundred dollars (\$ 2,500) in cash, certified, cashier's or bank check, or equivalent, payable to Tranzon Auction Properties Escrow Account and register with the Auctioneer. As appropriate, successful bidder shall pay to the Auctioneer the additional amount necessary to achieve a deposit of ten percent (10%) of the purchase price, by cash or certified U.S. funds, not later than five (5) business days following the auction. No bid will be considered unless such bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The Auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected. A ten percent (10%) Buyer's Premium, to be paid by successful bidder, will be added to the hammer price (bid price). The hammer price (bid price) when added to the 10% Buyers Premium will be the purchase price of the property.
5. The Auctioneer may withdraw the "Property" at any time until he announces the completion of the sale. The Seller of the "Property" reserves the right to reject the high bid and any and all bids in its sole discretion.
6. Bidding will be conducted as a public auction. The highest bidder will be the buyer of the property, subject to the Seller's right to reject any and all bids, including the highest bid in its sole discretion. At the acceptance of the bid, the winning bidder (the "Buyer") will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
7. The balance of the purchase price payable by the successful bidder shall be made in cash, U.S. certified funds, cashier's or bank check. Closing is to be held no more than 30 days following the date of a Purchase and Sale Agreement.
8. Seller will convey good and marketable title, by trustee's deed, to said real estate, subject to any and all encumbrances, including but not limited to building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing the property and easement/rights-of-way which exist on the face of the earth.
9. Buyer may examine title for ten (10) days after the day the bid is accepted and shall within that time notify Seller in writing of any defects in title which render the title unmarketable in accordance with the standards adopted by the Maine State Bar Association. Seller shall have thirty (30) days to cure any defects of title so brought to its attention, which render the title unmarketable, but has no obligation to do so. Buyer's exclusive remedy is the right to rescind and have refunded his deposit where defects of title which render the title unmarketable are not cured by Seller within the above-stated number of days. If

Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured title, Buyer will be deemed to have waived such defects in title.

10. If the Buyer fails to comply with any of these Terms and Conditions of sale, including but not limited to signing the Purchase and Sale Agreement, not closing or not providing the deposit specified in Paragraph 4, said bidder's deposits will be retained by Seller. Upon close of bidding and acceptance of a bid, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Buyer's deposit will be retained by the Seller. A bidder or buyer whose deposit is retained under this paragraph shall also be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.

11. The Buyer's commitment under the Purchase and Sale Agreement will NOT be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform, except as to title matters as outlined above.

12. The property is sold "AS IS, WHERE IS" with all existing defects and without any warranties of any kind, including but not limited to fitness for a particular purpose, habitability or merchantability and any warranty of title. Bidders are invited to inspect the premises and 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 underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Agreement Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition thereof. Buyer agrees that Seller is not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.

**THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY SELLER OR HIS AGENTS.**

13. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and receive any insurance proceeds or eminent domain award received by Seller on account of the damage or loss.

14. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.

15. The Auctioneer acts only as agent for the Seller and 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.



16. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
17. NOTE: By registering, you have signed a written, binding contract agreeing to these Terms and Conditions of Sale and further agreeing that any bid you make is subject to the Maine Auction Law, Chapter 5A of Title 32, Section 2-238 of the Maine U.C.C. and the Statute of Frauds. If you do not agree with any of these Terms and Conditions of Sale, return your bidding cards to the clerk immediately.
18. This sale is subject to confirmation by the Seller.
19. Other terms or conditions may be announced at the sale. The Property is subject to sale prior to auction. Seller expressly reserves the right to cancel the sale or modify the terms and conditions prior to announcing completion of the sale.

**TRUSTEE'S DEED**

Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015., by the power conferred by law and by said Declaration, and by every other power, for consideration paid, grants to \_\_\_\_\_, the land in York County, Maine, bounded and described as follows:

SEE ATTACHED **EXHIBIT A** (LEGAL DESCRIPTION)

**IN WITNESS WHEREOF**, the said Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015, in her said capacity has caused this instrument to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness

\_\_\_\_\_

\_\_\_\_\_  
Jo R. Johnson, Trustee of The Johnson Property Trust  
created under Declaration of Trust dated May 13, 2015.

State of Maine

County of \_\_\_\_\_, ss. \_\_\_\_\_, 2015

Then personally appeared before me the above-named Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015., as aforesaid, in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me, \_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Printed Name  
My Commission Expires:

**EXHIBIT A - THE JOHNSON PROPERTY TRUST**

Wells - 120 High Pine Loop  
Tax Map 0060/Lot 031

A certain lot or parcel of land together with any and all buildings and improvements thereon, situated in Wells, Maine at the intersection of Bald Hill Road and the Old Sanford Road (a/k/a Old Sanford - Wells Road, a/k/a High Pine Loop Road), and being shown on and set forth on Plan entitled "Plan Showing Elm Brook Tree Farm located in Wells, Maine owned by Martin Morse," surveyed and drawn by T.W. Bullard, dated April 1984, and recorded April 11, 1984 in York County Registry of Deeds Plan Book 128, Page 30, bounded and described as follows:

Beginning at a point marked by a granite monument (marked "GMF" ["Granite Monument Found" as identified in the legend on the said Plan] on said Plan) located on the "apparent roadline" of said Bald Hill Road; thence South 37° 13' 45" East a distance of 263.74 feet to a point marked by a concrete monument (marked "CMS" [for "Concrete Monument Set" according to the legend on said Plan] on said Plan); thence North 55° 51' 00" East a distance of 221.82 feet to a point marked by a concrete monument ( marked "CMS" ["Concrete Monument Set" as identified in the legend on said Plan] on said Plan) on the "apparent roadline" of Old Sanford - Wells Road; thence in a general northwesterly direction along said Old Sanford - Wells Road as shown on said Plan to its point of intersection with said Bald Hill Road; thence in a general southwesterly direction along said Bald Hill Road to the point and place of beginning, marked by the aforesaid granite monument (marked "GMF" ["Granite Monument Found" in the legend on said Plan] on said Plan).

MEANING AND INTENDING hereby to convey any interest the Town of Wells may have in the premises shown at the intersection of said Bald Hill Road and said Old Sanford - Wells Road on said Plan recorded in Plan Book 128, Page 30 in York County Registry of Deeds, also as shown as Lot 31 on Tax Map 60 of the Town of Wells, and listed on the assessment records of the Town of Wells as "120 High Pine Loop", sold at auction by the Town of Wells to William I. Johnson on July 12, 1984 and assessed to William I. Johnson by the Town of Wells and accepted by him since that time. Deed Reference: Confirmatory Municipal Release Deed dated May 5, 2015 and recorded in Book 17013, Page 713 in the York County Registry of Deeds.

Also hereby conveying any and all interests in and to the foregoing real property or real property adjacent thereto which the said William I. Johnson acquired by adverse possession, prescription or otherwise.

SOURCE OF TITLE: Quitclaim Deed recorded at Book 17018, Page 205 at York County Registry of Deeds.