

MAINE SUPREME JUDICIAL COURT
SITTING AS THE LAW COURT

Law Court Docket No. Som-24-48

Kathi Plante

v.

Sue LeHay, et al.

On Appeal from the Superior Court (Somerset County)

APPENDIX

WALTER F. MCKEE
Maine Bar No. 7848
Attorney for Appellant
McKee Morgan, LLC, P.A.
133 State Street
Augusta, Maine 04330
(207) 620-8294
wmckee@mckeemorgan.com

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KATHI PLANTE - PLAINTIFF

SUPERIOR COURT

SOMERSET, ss.

Docket No SKOSC-RE-2021-00015

Attorney for: KATHI PLANTE

DANIEL BERNIER - RETAINED 10/25/2021

LAW OFFICE OF DANIEL J BERNIER LLC

179 MAIN STREET STE 304

WATERVILLE ME 04901

DOCKET RECORD

v.

SUE LEHAY - DEFENDANT

Attorney for: SUE LEHAY

WALTER MCKEE - RETAINED

MCKEE MORGAN, LLC, PA

133 STATE STREET

AUGUSTA ME 04330

MICHAEL LEHAY - DEFENDANT

Attorney for: MICHAEL LEHAY

PAUL MILLS - RETAINED

MILLS & MILLS

55 MAIN ST

PO BOX 608

FARMINGTON ME 04938-0608

SCOTT LEHAY - DEFENDANT

Filing Document: COMPLAINT Minor Case Type: PARTITION

Filing Date: 10/25/2021

Docket Events:

10/26/2021 FILING DOCUMENT - COMPLAINT FILED ON 10/25/2021

10/27/2021 Party(s): MICHAEL LEHAY

RESPONSIVE PLEADING - ANSWER & COUNTERCLAIM FILED ON 10/20/2021

Defendant's Attorney: PAUL MILLS

AND CROSSCLAIM

10/27/2021 Party(s): KATHI PLANTE

ATTORNEY - RETAINED ENTERED ON 10/25/2021

Plaintiff's Attorney: DANIEL BERNIER

10/27/2021 Party(s): MICHAEL LEHAY

ATTORNEY - RETAINED ENTERED ON 10/20/2021

Defendant's Attorney: PAUL MILLS

RE-200

Page 1 of 10

Printed on: 04/16/2024

10/27/2021 Party(s): SUE LEHAY
SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 10/25/2021

10/27/2021 Party(s): SUE LEHAY
SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 10/04/2021

10/27/2021 Party(s): SCOTT LEHAY
SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 10/25/2021

10/27/2021 Party(s): SCOTT LEHAY
SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 09/29/2021

10/27/2021 Party(s): MICHAEL LEHAY
SUMMONS/SERVICE - CIVIL SUMMONS FILED ON 10/25/2021

10/27/2021 Party(s): MICHAEL LEHAY
SUMMONS/SERVICE - CIVIL SUMMONS SERVED ON 09/29/2021

10/27/2021 Party(s): SUE LEHAY
RESPONSIVE PLEADING - ANSWER FILED ON 10/25/2021

Defendant's Attorney: WALTER MCKEE

10/27/2021 Party(s): SUE LEHAY
ATTORNEY - RETAINED ENTERED ON 10/25/2021

Defendant's Attorney: WALTER MCKEE

10/28/2021 ORDER - SCHEDULING ORDER ENTERED ON 10/28/2021

ROBERT E MULLEN , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL

10/28/2021 DISCOVERY FILING - DISCOVERY DEADLINE ENTERED ON 06/27/2022

10/28/2021 ASSIGNMENT - SINGLE JUDGE/JUSTICE ASSIGNED TO JUSTICE ON 10/28/2021

ROBERT E MULLEN , JUSTICE

11/04/2021 Party(s): KATHI PLANTE
RESPONSIVE PLEADING - REPLY/ANSWER TO COUNTERCLAIM FILED ON 11/03/2021

Plaintiff's Attorney: DANIEL BERNIER

- 12/20/2021 Party(s): SCOTT LEHAY
RESPONSIVE PLEADING - ANSWER FILED ON 12/13/2021
- 12/20/2021 Party(s): KATHI PLANTE
ADR - NOTICE OF ADR PROCESS/NEUTRAL FILED ON 12/20/2021

Plaintiff's Attorney: DANIEL BERNIER
PARTIES AGREED TO MEDIATION, BUT NOT LIKELY UNTIL JANUARY OR
FEBRUARY.
- 01/20/2022 Party(s): KATHI PLANTE
OTHER FILING - DESIGNATION OF EXPERT WITNESS FILED ON 01/20/2022

Plaintiff's Attorney: DANIEL BERNIER
- 01/31/2022 Party(s): KATHI PLANTE
ADR - NOTICE OF ADR PROCESS/NEUTRAL FILED ON 01/31/2022

Plaintiff's Attorney: DANIEL BERNIER
MEDIATION WITH GREG CLAYTON LIKELY IN MAY 2022.
- 02/07/2022 Party(s): SUE LEHAY
ADR - NOTICE OF ADR PROCESS/NEUTRAL FILED ON 02/07/2022

Defendant's Attorney: WALTER MCKEE
MEDIATION HAS BEEN SCHEDULED ON MAY 19, 2022. ATTORNEY GREG
CLAYTON WILL BE THE MEDIATOR.
- 04/04/2022 Party(s): MICHAEL LEHAY
OTHER FILING - DESIGNATION OF EXPERT WITNESS FILED ON 04/04/2022

Defendant's Attorney: PAUL MILLS
- 04/04/2022 Party(s): MICHAEL LEHAY
MOTION - MOTION FOR ENLARGEMENT OF TIME MADE ORALLY ON 04/04/2022

Defendant's Attorney: PAUL MILLS
WITHIN WHICH TO DESIGNATE EXPERT WITNESSES WITH DRAFT ORDER
- 04/27/2022 Party(s): MICHAEL LEHAY
MOTION - MOTION FOR ENLARGEMENT OF TIME GRANTED ON 04/25/2022

ROBERT E MULLEN , JUSTICE
COPIES TO PARTIES/COUNSEL
- 06/06/2022 ORDER - REPORT OF ADR CONF/ORDER ENTERED ON 06/03/2022

ROBERT E MULLEN , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL
- 06/06/2022 ORDER - REPORT OF ADR CONF/ORDER FILED ON 05/27/2022
RE-200

06/06/2022 ORDER - REPORT OF ADR CONF/ORDER UNRESOLVED ON 05/19/2022

06/21/2022 Party(s): KATHI PLANTE
MOTION - MOTION FOR ENLARGEMENT OF TIME FILED ON 06/13/2022

Plaintiff's Attorney: DANIEL BERNIER
TO EXTEND DISCOVERY DEADLINE AND CERTIFICATE OF SERVICE

06/28/2022 Party(s): KATHI PLANTE
MOTION - MOTION FOR ENLARGEMENT OF TIME GRANTED ON 06/28/2022

ROBERT E MULLEN , JUSTICE
COPIES TO PARTIES/COUNSEL
DISCOVERY EXTENDED TO 8/1/22.

06/28/2022 DISCOVERY FILING - DISCOVERY DEADLINE ENTERED ON 08/01/2022

07/05/2022 Party(s): KATHI PLANTE
MOTION - MOTION FOR ENLARGEMENT OF TIME FILED ON 07/01/2022

Plaintiff's Attorney: DANIEL BERNIER
TO EXTEND DISCOVERY DEADLINE WITH DRAFT ORDER AND AMENDED
CERTIFICATE OF SERVICE

07/26/2022 Party(s): KATHI PLANTE
MOTION - MOTION FOR ENLARGEMENT OF TIME GRANTED ON 07/25/2022

ROBERT E MULLEN , JUSTICE
COPIES TO PARTIES/COUNSEL
DISCOVERY DEADLINE EXTENDED TO 9/1/22

07/26/2022 DISCOVERY FILING - DISCOVERY DEADLINE ENTERED ON 09/01/2022

09/07/2022 HEARING - TRIAL MANAGEMENT CONFERENCE SCHEDULED FOR 10/26/2022 at 03:45 p.m.

NOTICE TO PARTIES/COUNSEL

09/29/2022 Party(s): KATHI PLANTE
OTHER FILING - WITNESS & EXHIBIT LIST FILED ON 09/28/2022

Plaintiff's Attorney: DANIEL BERNIER

09/29/2022 OTHER FILING - STATEMENT OF TIME FOR TRIAL FILED ON 09/28/2022

Plaintiff's Attorney: DANIEL BERNIER
INCORPORATED IN THE WITNESS & EXHIBIT LIST

10/05/2022 HEARING - TRIAL MANAGEMENT CONFERENCE NOTICE SENT ON 10/06/2022

10/28/2022 HEARING - TRIAL MANAGEMENT CONFERENCE HELD ON 10/26/2022

ROBERT E MULLEN , JUSTICE
Defendant's Attorney: WALTER MCKEE
Plaintiff's Attorney: DANIEL BERNIER
PAUL MILLS, ESQ. FOR DEFENDANT BY TELEPHONE

10/28/2022 ORDER - CONFERENCE REPORT & ORDER ENTERED ON 10/26/2022

ROBERT E MULLEN , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL

TRIAL TBA - COUNSEL WILL PROVIDE
COURT WITH POSSIBLE TRIAL DATES FOR THE MONTHS OF JAN, FEB, MARCH
2023

11/09/2022 Party(s): SUE LEHAY
OTHER FILING - WITNESS & EXHIBIT LIST FILED ON 11/09/2022

Defendant's Attorney: WALTER MCKEE

11/30/2022 Party(s): MICHAEL LEHAY
OTHER FILING - DESIGNATION OF EXPERT WITNESS FILED ON 11/23/2022

Defendant's Attorney: PAUL MILLS

04/20/2023 HEARING - TRIAL MANAGEMENT CONFERENCE SCHEDULED FOR 05/12/2023 at 09:00 a.m.

NOTICE TO PARTIES/COUNSEL

04/20/2023 TRIAL - TRAILING LIST SCHEDULED FOR 06/12/2023 at 08:30 a.m.

AS BACK UP TO THE CRIMINAL TRIAL LIST 6/12/23-6/30/23.

04/20/2023 HEARING - TRIAL MANAGEMENT CONFERENCE NOTICE SENT ON 04/20/2023

04/20/2023 TRIAL - TRAILING LIST NOTICE SENT ON 04/20/2023

04/28/2023 Party(s): SUE LEHAY
MOTION - MOTION TO CONTINUE FILED ON 04/27/2023

Defendant's Attorney: WALTER MCKEE

05/08/2023 Party(s): SUE LEHAY
MOTION - MOTION TO CONTINUE GRANTED ON 05/08/2023

ROBERT E MULLEN , JUSTICE
COPIES TO PARTIES/COUNSEL

05/08/2023 HEARING - TRIAL MANAGEMENT CONFERENCE CONTINUED ON 05/08/2023

ROBERT E MULLEN , JUSTICE

06/09/2023 Party(s): KATHI PLANTE
OTHER FILING - TRIAL BRIEF FILED ON 06/09/2023

Plaintiff's Attorney: DANIEL BERNIER
WITH CERTIFICATE OF SERVICE

08/01/2023 TRIAL - TRAILING LIST NOT REACHED ON 06/12/2023

08/02/2023 TRIAL - TRAILING LIST SCHEDULED FOR 09/11/2023

ON A TRAILING LIST AS BACK UP TO THE CRIMINAL TRIAL LIST WHICH
RUNS 9/11-15, 18-22, 25-29, 2023

08/18/2023 TRIAL - TRAILING LIST NOTICE SENT ON 08/18/2023

08/18/2023 HEARING - TRIAL MANAGEMENT CONFERENCE SCHEDULED FOR 09/06/2023 at 11:20 a.m.

NOTICE TO PARTIES/COUNSEL

08/18/2023 HEARING - TRIAL MANAGEMENT CONFERENCE NOTICE SENT ON 08/18/2023

09/01/2023 Party(s): KATHI PLANTE
LETTER - FROM PARTY FILED ON 08/30/2023

Plaintiff's Attorney: DANIEL BERNIER
NOTIFYING THE COURT THAT THIS CASE SHOULD ONLY TAKE ONE DAY AND
PLAINTIFF RESIDES IN FLORIDA AND WOULD NEED NOTICE TO APPEAR FOR
TRIAL

09/11/2023 HEARING - TRIAL MANAGEMENT CONFERENCE HELD ON 09/06/2023

WILLIAM STOKES , JUSTICE
Defendant's Attorney: WALTER MCKEE
Plaintiff's Attorney: DANIEL BERNIER

09/25/2023 TRIAL - TRAILING LIST NOT REACHED ON 09/25/2023

09/25/2023 Party(s): MICHAEL LEHAY
MOTION - MOTION FOR SPECIAL ASSIGNMENT FILED ON 09/20/2023

Defendant's Attorney: PAUL MILLS
AND DATE CERTAIN FOR TRIAL AMONG OCTOBER DATES WITH DRAFT ORDER

09/25/2023 Party(s): SUE LEHAY
OTHER FILING - OPPOSING MEMORANDUM FILED ON 09/25/2023

Defendant's Attorney: WALTER MCKEE
DEFENDANT SUE LEHAY'S RESPONSE TO MOTION FOR SPECIFIC ASSIGNMENT
OF A DATE CERTAIN FOR TRIAL

09/29/2023 Party(s): KATHI PLANTE
OTHER FILING - OPPOSING MEMORANDUM FILED ON 09/29/2023

Plaintiff's Attorney: DANIEL BERNIER
PLAINTIFF'S RESPONSE TO THE MOTION FOR SPECIFIC ASSIGNMENT OF A
DATE CERTAIN FOR TRIAL

10/03/2023 Party(s): MICHAEL LEHAY
MOTION - MOTION FOR SPECIAL ASSIGNMENT GRANTED ON 09/29/2023

WILLIAM STOKES , JUSTICE
COPIES TO PARTIES/COUNSEL

HOWEVER IT IS NOT POSSIBLE TO SET THIS FOR TRIAL IN
OCTOBER BECAUSE OF UNAVAILABILITY AND OTHER DATES HAVE BEEN
TAKEN. BUT CASE WILL BE SPECIALLY SET FOR NOV OR DECEMBER 2023.

10/03/2023 Party(s): MICHAEL LEHAY
OTHER FILING - OTHER DOCUMENT FILED ON 10/02/2023

Defendant's Attorney: PAUL MILLS
DEF'S LEHAY'S REBUTTAL TO SUSAN LEHAY'S SEPTEMBER 21, 2023 MOTION
FOR SPECIFIC ASSIGNMENT OF A DATE CERTAIN FOR TRIAL

10/12/2023 TRIAL - BENCH SCHEDULE OTHER COURT ON 11/27/2023 at 08:30 a.m.
in Room No. 1

SKODC

10/12/2023 TRIAL -- BENCH NOTICE SENT ON 10/12/2023

11/27/2023 TRIAL -- BENCH HELD ON 11/27/2023

WILLIAM STOKES , JUSTICE
Defendant's Attorney: WALTER MCKEE
Plaintiff's Attorney: DANIEL BERNIER
PAUL MILLS PRESENT FOR MICHAEL LEHAY. SCOTT LEHAY PRO SE. HELD
IN DISTRICT COURT, COURTROOM 2, 9:01 - 1:42 PM
PLT'S OPENINGS, DEF'S OPENINGS, SEVERAL
WITNESSES TESTIFIED, EXHIBITS ADMITTED. CLOSINGS, CASE TAKEN
UNDER ADVISEMENT

11/27/2023 CASE STATUS - DECISION UNDER ADVISEMENT ON 11/27/2023

WILLIAM STOKES , JUSTICE
HAS FILE

11/27/2023 CASE STATUS - CASE FILE LOCATION ON 11/27/2023

WITH JUDGE STOKES

STILL HAS FILE ON 12/15/23

01/12/2024 FINDING - JUDGMENT DETERMINATION ENTERED ON 01/12/2024

WILLIAM STOKES , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL

01/12/2024 ORDER - COURT JUDGMENT ENTERED ON 01/12/2024

WILLIAM STOKES , JUSTICE
ORDERED INCORPORATED BY REFERENCE AT THE SPECIFIC DIRECTION OF
THE COURT. COPIES TO PARTIES/COUNSEL
Judgment entered for SCOTT LEHAY, SUE LEHAY, MICHAEL LEHAY and against
KATHI PLANTE. SEE ORDER FOR FURTHER DETAILS. COURT ORDERS THE PREMISES
SHALL BE SOLD AND THE PARTIES SHALL ACCEPT ANY OFFER FOR THE PREMISES
OF \$420,000.00 OR MORE. IN THE EVENT THE PREMISES DOES NOT SELL WITHIN
90 DAYS OF THIS ORDER BECOMING FINAL, THEN IN SUCH INSTANCE THE SALES
PRICE SHALL BE REDUCED TO \$400,000.00. AFTER THIS ORDER THE PARTIES
SHALL SUBMIT BILLS OF COSTS AS APPROPRIATE UNDER 14 MRSA CHAPTER 311.
ANY SUCH COSTS THAT ARE AWARDED SHALL BE PAID OUT OF THE SALE PROCEEDS
PRIOR TO ANY FURTHER MONIES BEING DIVIDED AMONG THE PARTIES.

01/12/2024 FINDING - FINAL JUDGMENT CASE CLOSED ON 01/12/2024

01/16/2024 CASE STATUS - CASE FILE RETURNED ON 01/16/2024

01/22/2024 Party(s): MICHAEL LEHAY
OTHER FILING - BILL OF COSTS FILED ON 01/22/2024

Defendant's Attorney: PAUL MILLS

01/24/2024 Party(s): KATHI PLANTE
OTHER FILING - BILL OF COSTS FILED ON 01/24/2024

Plaintiff's Attorney: DANIEL BERNIER
WITH CERTIFICATE OF SERVICE

01/30/2024 Party(s): SUE LEHAY
APPEAL - NOTICE OF APPEAL FILED ON 01/30/2024

Defendant's Attorney: WALTER MCKEE
\$175 FILING FEE PAID

01/30/2024 Party(s): SUE LEHAY
APPEAL - NOTICE OF APPEAL SENT TO LAW COURT ON 01/30/2024

ALONG WITH DOCKET ENTRIES

01/30/2024 Party(s): SUE LEHAY
APPEAL - NOTICE OF APPEAL SENT TO REPORTER/ER ON 01/30/2024

SCANNED TO OFFICE OF TRANSCRIPT OPERATIONS

01/30/2024 Party(s): SUE LEHAY
APPEAL - TRANSCRIPT ORDER FORM FILED ON 01/30/2024

Defendant's Attorney: WALTER MCKEE

01/30/2024 Party(s): SUE LEHAY
APPEAL - TRANSCRIPT ORDER FORM SENT TO REPORTER/ER ON 01/30/2024

ALONG WITH DOCKET ENTRIES

01/31/2024 Party(s): SUE LEHAY
OTHER FILING - OPPOSING MEMORANDUM FILED ON 01/31/2024

Defendant's Attorney: WALTER MCKEE
DEFENDANT SUE LEHAY'S OBJECTION TO DEFENDANT MICHAEL LEHAY'S BILL
OF COSTS

01/31/2024 Party(s): SUE LEHAY
OTHER FILING - OPPOSING MEMORANDUM FILED ON 01/31/2024

Defendant's Attorney: WALTER MCKEE
DEFENDANT SUE LEHAY'S OBJECTION TO PLAINTIFF'S BILL OF COSTS

02/01/2024 Party(s): KATHI PLANTE
OTHER FILING - OPPOSING MEMORANDUM FILED ON 02/01/2024

Plaintiff's Attorney: DANIEL BERNIER
OBJECTION TO BILL OF COSTS WITH CERTIFICATE OF SERVICE

02/09/2024 Party(s): KATHI PLANTE
OTHER FILING - AFFIDAVIT FILED ON 02/08/2024

Plaintiff's Attorney: DANIEL BERNIER
CERTIFICATE OF SERVICE

02/09/2024 Party(s): MICHAEL LEHAY
OTHER FILING - OPPOSING MEMORANDUM FILED ON 02/08/2024

Defendant's Attorney: PAUL MILLS
RESPONSE TO OBJECTION TO BILL OF COSTS SUBMITTED BY MICHAEL LEHAY
DEFENDANT CROSS-CLAIM PLAINTIFF COUNTER-CLAIM PLAINTIFF AND
PROPOSED ORDER THEREON

02/12/2024 APPEAL - RECORD ON APPEAL DUE IN LAW COURT ON 03/05/2024

LAW# SOM-24-48

02/28/2024 APPEAL - RECORD ON APPEAL SENT TO LAW COURT ON 02/28/2024

TRACKING NUMBER: 12 6F1 A90 03 9652 4659

Receipts

10/26/2021	Misc Fee Payments	\$25.00	paid.
10/26/2021	Misc Fee Payments	\$150.00	paid.
01/30/2024	Misc Fee Payments	\$25.00	paid.
01/30/2024	Misc Fee Payments	\$150.00	paid.

A TRUE COPY

ATTEST: _____
Clerk

STATE OF MAINE
SOMERSET, SS

SUPERIOR COURT
CIVIL ACTION
DOCKET NO.RE-21-15

KATHI PLANTE, f/k/a KATHI IRVINE)

Plaintiff)

SUE LEHAY, of)
Norridgewock, County of Somerset,)
State of Maine,)

SCOTT LEHAY of Embden, County of)
Somerset, State of Maine,)

MICHAEL LEHAY of North Anson,)
County of Somerset, State of Maine,)

Defendants)

ORDER

After a trial on November 27, 2023, the Court finds and orders as follows:

1. The names and addresses, of all parties in this action and their counsel of record are identified as follows:

Plaintiff:

Kathi Plante f/k/a Kathi Irvine


Counsel for Plaintiff:

Daniel J. Bernier, Esquire
The Law Office of Daniel J. Bernier, LLC
179 Main Street, Suite 304
Waterville, Maine 04901

Defendant:

Scott LeHay


Counsel for Defendant:

None appeared

Defendant: Sue LeHay
[REDACTED]

Counsel for Sue LeHay: Walter McKee, Esq.
133 State Street
Augusta, Maine 04330

Defendant Michael LeHay
[REDACTED]

Counsel for Michael LeHay: Paul Mills, Esq.
163 Main Street
Farmington, Maine 04938

2. All parties received notice of the proceedings in accordance with Maine Rule of Civil Procedure and all parties and their counsel were present at the trial in this matter.
3. The parties were gifted, by their parents, two parcels of real estate. The first being described in a deed recorded in Book 2590, Page 79 of the Somerset County Registry of Deeds and the second being described in a deed recorded in Book 3420, Page 69 of the Somerset County Registry of Deeds. As these are abutting parcels for purposes of this order they shall be treated as a single parcel and referred to as "the premises". The address of the premises is 327 Kennebec River Road Embden, Maine 04958.
4. The parties' parents kept a life estate on the premises in a deed recorded in Book 2590, Page 79 of the Somerset County Registry of Deeds; however, said life estate was released in the deed recorded in Book 3404, Page 191 of the Somerset County Registry of Deeds. Therefore, since 2004 the parties have owned the premises as tenants in common in fee simple absolute.
5. There are three (3) out conveyances from the premises, one is recorded in Book 3895, Page 56 of the Somerset County Registry of Deeds, the other two are recorded in Book 1445, Page 124 of the Somerset County Registry of Deeds and Book 4742, Page 261 of the Somerset County Registry of Deeds. These out conveyances are not part of the premises. One of the out conveyances was to Scott LeHay a party to this proceeding, but that is Scott LeHay's home and not subject to this proceeding and order. References to the premises shall not include these out conveyances and this order shall have no effect on the title or otherwise on the aforementioned out conveyances.
6. The home on the premises is currently occupied by Brandon Grant his girlfriend and three children. Brandon Grant does not pay any rent to reside in the premises and at least Scott LeHay and Kathi Plante f/k/a Kathi Irvine have not consented to Brandon Grant occupying the home on the premises. Brandon Grant is the son of Sue LeHay.

7. Kathi Plante f/k/a Kathi Irvine has brought a complaint in Somerset Superior Court pursuant to 14 M.R.S.A. §6051 sub-section 7 asking for equitable partition of the premises by sale.
8. At trial the only expert witness or person other than the parties to testify was Vurle Jones, a certified appraiser, who testified that the building and all of the land thereon which constitute the premises had a fair market value of four hundred and twenty thousand dollars (\$420,000.00). He further testified that just the buildings and the two (2) acres which they sit upon would have a fair market value of two hundred thousand dollars (\$200,000.00). Vurle Jones also testified that the parcel could not be divided into four (4) parcels of equal value.
9. Kathi Plante f/k/a Kathi Irvine, Scott LeHay and Michael LeHay all agree that the property should be sold and the proceeds of sale should be divided. They all also testified that Brandon Grant presence would be a hindrance to selling the property and that they did not feel safe going to the property while Brandon Grant lived there.

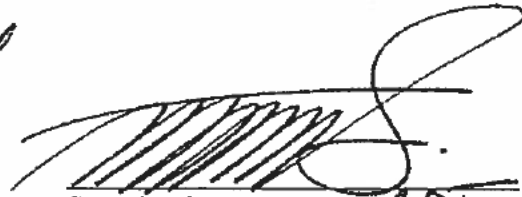
Now and therefore, the Court orders as follows:

1. The premises shall be sold and the parties shall accept any offer for the premises of four hundred and twenty thousand dollars (\$420,000.00) or more. In the event that the premises does not sell within ninety (90) days of this order becoming final, then in such instance the sales price shall be reduced to four hundred thousand dollars (\$400,000.00) and the parties shall accept any offer of four hundred thousand dollars or more. If the property does not sell within one hundred and eighty days (180) of the date of this order becoming final, then the sales price shall reduce to three hundred and eighty thousand dollars (\$380,000.00) and the parties shall accept any offer of three hundred and eighty thousand dollars or more.
2. Having a tenant in the premises who does not pay any rent would be a hindrance to sale and would likely cause the property to sell for less money or not at all. Therefore, the parties shall all cooperate in taking any and all actions necessary to engage in a lawful eviction of any tenant or occupant of the premises. Any party failing to cooperate with such actions may be held in contempt of this Court order.
3. The reasonable cost of any eviction action shall be paid out of the sale price of the premises before the parties shall divide any sale proceeds.
4. After this order, the parties shall submit bills of costs as appropriate under 14 M.R.S.A. Chapter 311. Any such costs that are awarded shall be paid out of the sale proceeds prior to any further monies being divided among the parties.
5. After deducting the aforementioned bill of costs and any such costs of evictions which may arise including costs of sale, the parties shall divide the net proceeds of sale equally among Kathi Plant f/k/a Kathi Irvine, Scott LeHay, Michael LeHay and Sue LeHay.
6. Under this Courts equitable powers this Court shall maintain continuing jurisdiction over this matter and any party that fails to cooperate or is

unreasonably hindering the Sale of the premises may be held in Contempt of Court.

7. It is the expectation of the Court that all parties shall cooperate with selling this property for fair market value as expeditiously as possible.
8. The parties may attempt to sell the premises without the assistance of a real estate broker for thirty (30) days following this order becoming final. However, if there is not an offer of fair market value for the premises within that thirty (30) day period evidenced by a Purchase and Sale Agreement signed by the potential buyer then the parties shall list the premises with a Maine Licensed Real Estate Agent for sale. In the event the parties cannot agree on a real estate agent any party may file a motion with the Court to resolve any such dispute as to who the real estate agent is that should be listing the premises.
9. The Court expects all parties to work together in good faith to have the premises sold expeditiously as possible. If further proceedings are required in this matter and the Court finds that a party acts in bad faith, the Court may use its equitable jurisdiction to remedy the situation including financial penalties against those who are hindering the sale of the premises.
10. If any party, their guests or invitees engages in damages to the premises or waste upon the premises after November 27, 2023, any other party may by motion seek to have that party's share of the sale proceeds adjusted to equitably compensate the non-damaging parties for said damages or waste.

Dated: 1/12 ²⁰²⁴, 2023



Superior Court Judge, ARJ

William R. Stokes

STATE OF MAINE
SOMERSET, SS.

SUPERIOR COURT
CIVIL ACTION

KATHI PLANTE, f/k/a KATHI IRVINE)

Plaintiff)

COMPLAINT

SUE LEHAY, f/k/a SUE LEHAY of)
Norridgewock, County of Somerset,)
State of Maine,)

SCOTT LEHAY of Embden, County of)
Somerset, State of Maine,)

TITLE TO REAL ESTATE IS
INVOLVED

MICHAEL LEHAY of North Anson,)
County of Somerset, State of Maine,)

Defendants)

NOW COME the Plaintiff, Kathi Plante, by and through counsel, Daniel J. Bernier, Esq.,
and complains as follows:

Background

1. Plaintiff, Kathi Plante, f/k/a Kathi Irvine, is an individual who resides in Zephyrhills, Florida.
2. Defendant, Sue LeHay, f/k/a Sue Grant, is an individual who resides in Norridgewock, Maine.
3. Defendant, Scott LeHay, is an individual who resides in Embden, Maine.
4. Defendant, Michael LeHay, is an individual who resides in North Anson, Maine
5. Kathi Plante, Sue LeHay, Scott LeHay and Michael LeHay jointly own real estate and the buildings thereon located in Embden, Maine (hereinafter "the property") more particularly described as follows:

PARCEL 1

A certain parcel of land and buildings thereon in Embden, Maine, and being situated on the easterly side of highway route 201A and more particularly described in warranty deed from Doris Trasker from Donald Whithee, her power of attorney, to F. Louise LeHay and Alex W. LeHay. Said deed is dated October 23, 2001, and recorded in Book 2866, page 180 at the Somerset County Registry of Deeds. Reference is also made to a survey plan prepared by Scott Smith-surveyor, dated September 6, 2001, and entitled "Survey of land for Doris E. Trasker".

PARCEL 2

A certain lot or parcel of land with the buildings thereon, situated on the easterly side of the state highway or county road in Embden in said County and State, known as the Henry Treat farm, bounded and described as follows, to wit:

Bounded on the north by land formerly of G.G. Palmer, now or formerly owned by Ralph Farley; on the east by the Kennebec River; on the south by land now or formerly of Joseph Guerette, later owned and occupied by Will F. Tasker and his wife; and on the west by said highway and containing one hundred ten (110) acres, more or less.

Being the same premises conveyed to Alex W LeHay by warranty deed from Clarence A. Keene, dated April 22, 1947 and recorded in the Somerset County Registry of Deeds in Book 502, Page 140.

Also, a certain lot or parcel of land situated in said Embden, on the easterly side of Route 201A, so-called, and being more particularly bounded and described as follows, to wit:

Beginning at the southwest corner of land of Alex W. LeHay and F. Louise LeHay, lying on the easterly side of Routh 201A, so-called; thence

in a southerly direction following the easterly line of Route 201A, so called, thence in a southerly direction following the easterly line of Route 201A, thirty-three (33) rods, more or less, to another iron pin set in the ground at or near the easterly line of said Route 201A; thence in an easterly direction to another iron pin set on the bank of the Kennebec River and thence continuing in the same direction to the Kennebec River; thence in a northerly direction following the course of said River to the southerly line of land of said LeHays; thence in a westerly direction following the southerly line of said LeHays to the point of beginning.

Being the same premises conveyed to Alex W. LeHay and F. Louise LeHay by joint tenancy warranty deed from Doris E. Tasker, dated May 18, 1982 and recorded in said Registry in Book 1033, Page 55.

Reference is made to a warranty deed from Doris E. Tasker to Alex LeHay, dated May 17, 1968, and recorded in said Registry in Book 779, Page 523, concerning the right to take water from a spring situated upon land of Doris E. Tasker in said Embden, and with the further right to lay and maintain a water line from the said spring to the land of Alex LeHay.

6. The deeds for the property in Embden, Maine are recorded in Book 2590, Page 79 and in Book 3420, Page 69 of the Somerset County Registry of Deeds, a true and accurate copies of which are attached hereto as Exhibits A and B.

Count I

Equitable Partition of Real Estate Pursuant to 14 M.R.S.A. § 6051

7. Plaintiff repeats and realleges the allegations in paragraphs 1 through 6 as though fully set forth herein.
8. Disputes over the use and maintenance of the property have arisen.
9. Some of the Defendants are using the property to the exclusion of Plaintiff.

10. An injustice exists which can only be remedied by the court partitioning the property described in paragraph 5.
11. Kathi Plante is entitled to partition of the property, but because the property cannot equitably be partitioned in kind, the property should be sold and proceeds divided between plaintiff and defendants.

Wherefore, Plaintiff prays that this honorable Court order partition of the property, including the buildings thereon, of this complaint including partition by sale and that the court grant plaintiff such other and further relief as the court deems just and appropriate including costs and reasonable attorney's fees.

Count II

Partition of Real Estate Pursuant to 14 M.R.S.A. § 6501

12. Plaintiff repeats and realleges paragraphs 1 through 11 of this complaint as though fully set forth herein.
13. Disputes have arisen between plaintiff and some of the defendants as to the use of the property described in paragraph 5 of this complaint.
14. The Plaintiff and Defendants hold title to the property in fee simple.

Wherefore, Plaintiff requests this honorable Court order a partition of the property including buildings thereon, and grants plaintiff such other and further relief as the court deems just and appropriate including costs and reasonable attorney's fees and an apportionment of expenses pursuant to 14 M.R.S.A. § 6516.

Count III

Unjust Enrichment

15. Plaintiff repeats and realleges paragraphs 1 through 14 of this complaint as though fully set forth herein.
16. It would be unjust for the court to allow some of the Defendants to retain all the benefits of the property to the exclusion of Plaintiff.

Wherefore, Plaintiff requests this honorable Court to grant judgment for the Plaintiff as is reasonable in the premises and for such other and further relief as the court deems just and appropriate including costs and reasonable attorney's fees.

Count IV

Action for Rent and Profits

17. Plaintiff repeats and realleges paragraphs 1 through 16 of this complaint as though fully set forth herein.
18. Some of the Defendants have been using the property to the exclusion of Plaintiff.
19. Defendants have not paid rent to Plaintiff for the use of said property.
20. Defendants owe Plaintiff rent and profits for the use of said property and buildings thereon.

Wherefore plaintiffs request that this honorable court grant judgment for the plaintiff as is reasonable in the premises and such other and further relief as the court deems just and appropriate including costs and reasonable attorney's fees.

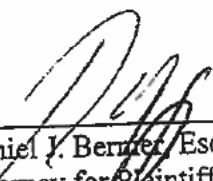
Count V

Contribution

21. Plaintiff repeats and reallege paragraphs 1 through 20 of this complaint as though fully set forth herein.
22. Plaintiff has been paying for maintaining the property without contribution from all defendants.
23. Plaintiff is entitled to contributions for the expenses of maintaining the property from the defendants.

Wherefore Plaintiff requests that this honorable Court grant judgment for the Plaintiff as is reasonable in the premises and such other and further relief as the court deems just and appropriate including costs and reasonable attorney's fees.

Dated this 24th day of September, 2021



Daniel J. Bernier, Esq. Bar No. 7747
Attorney for Plaintiff
179 Main Street, Suite 304
Waterville, Maine 04901
207.877.8969

SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT
327 Kennebec River Road
Embden, ME 04958



as of
02/25/2022

for
Attorney Paul Mills
163 Main Street
Farmington, ME
04938

by
Vutle Jones Appraisal, LLC
905 Waterville Road
Skowhegan, ME 04976

Vurle Jones Appraisal, LLC
905 Waterville Road
Skowhegan, ME 04976
207-474-4360

May 17, 2022

Attorney Paul Mills
163 Main Street
Farmington, ME
04938

Property - 327 Kennebec River Road
Emden, ME 04958
Client - Sue, Scott & Michael Leahy&Kathi Plant
File No. - Y211221
Case No. -

Dear Mr. Mills:

In accordance with your request, I have prepared an appraisal of the real property located at 327 Kennebec River Road , Emden, ME.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 02/25/2022 is :

\$420,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

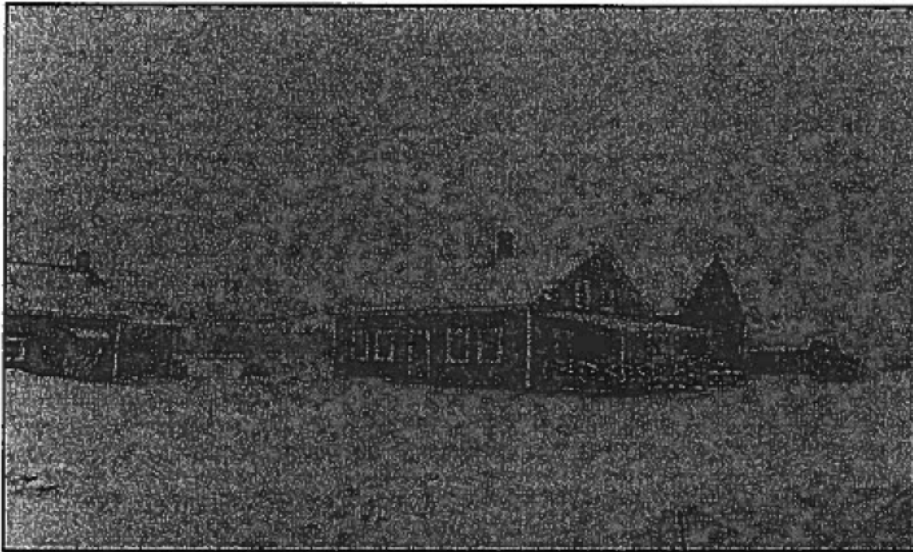
Vurle Jones Appraisal, LLC


Vurle C. Jones
ME Certification #CR00000000683

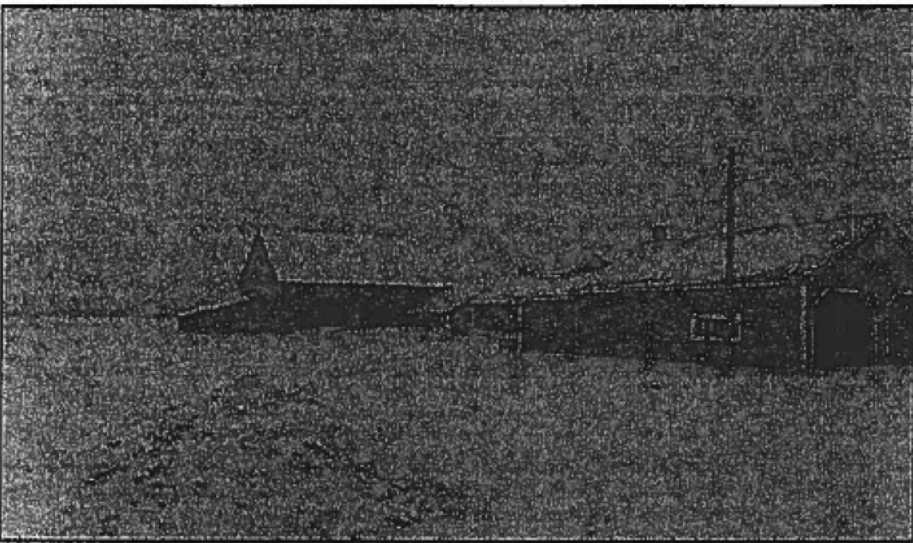
ME Certification #CR 683

PHOTOGRAPH ADDENDUM

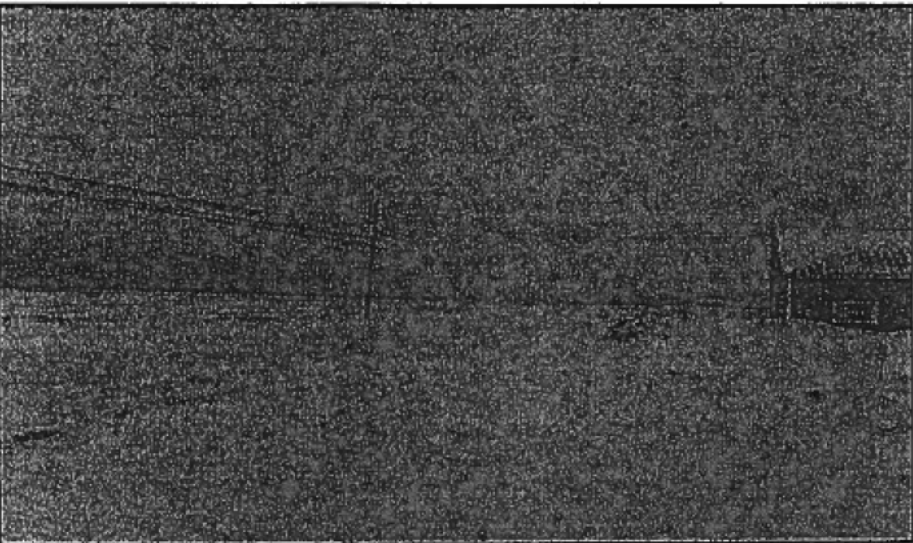
Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



FRONT VIEW OF SUBJECT PROPERTY



REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Intended User **Sue, Scott & Michael Leahy & Kathi Plant**

Property Address **327 Kennebec River Road**

City **Embsden**

County **Somerset**

State **ME**

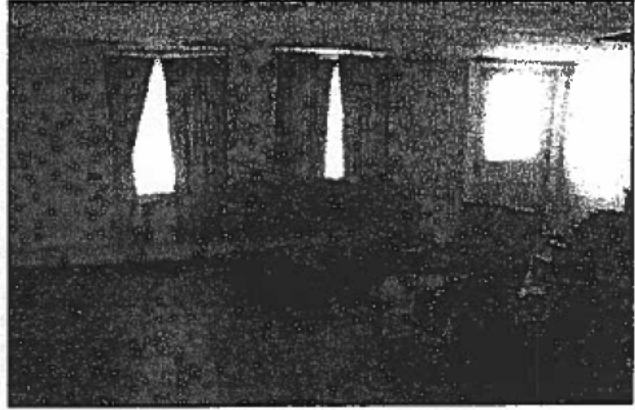
Zip Code **04958**

Client **Attorney Paul Mills**

Kitchen



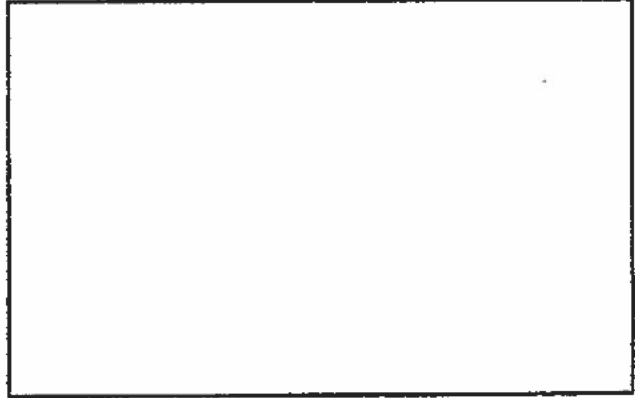
Main Living Area



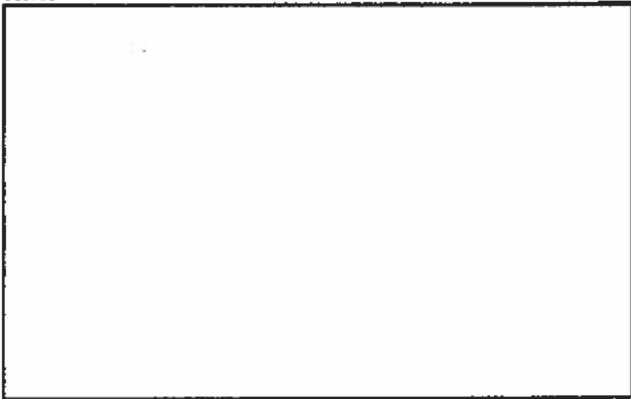
Master Bath



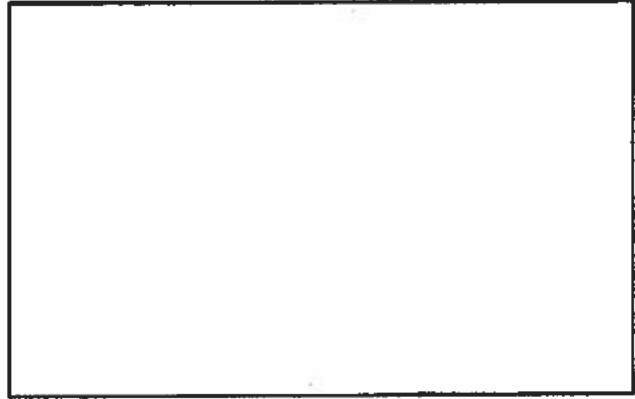
Bath #2



Bath #3

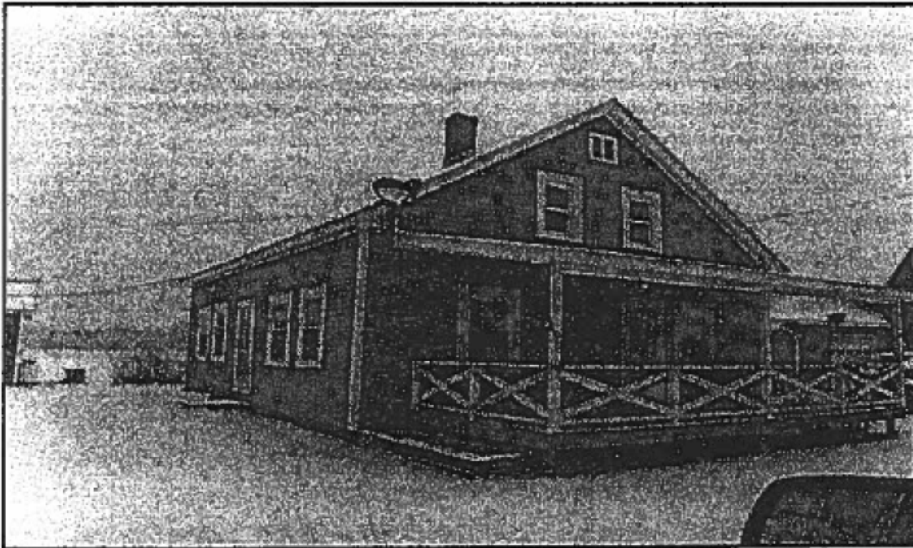


Bath #4

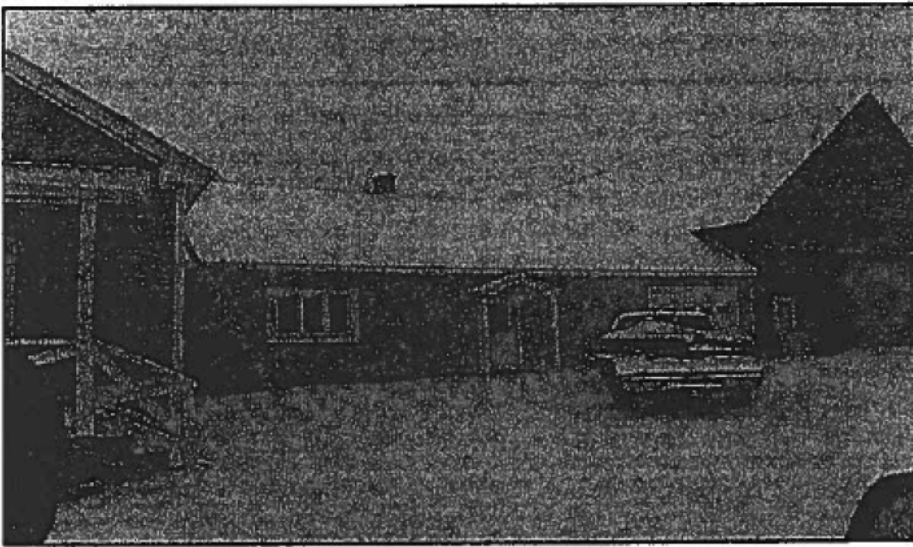


PHOTOGRAPH ADDENDUM

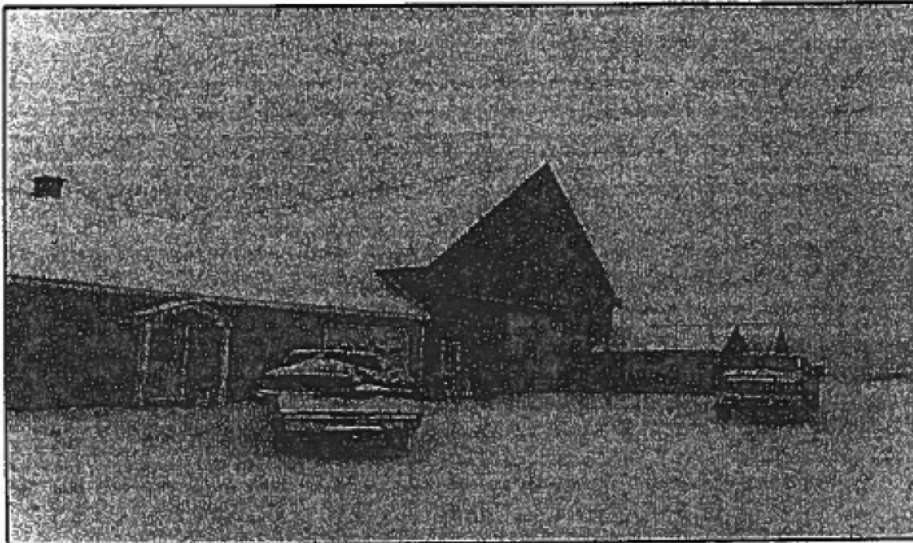
Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Right Of Subject



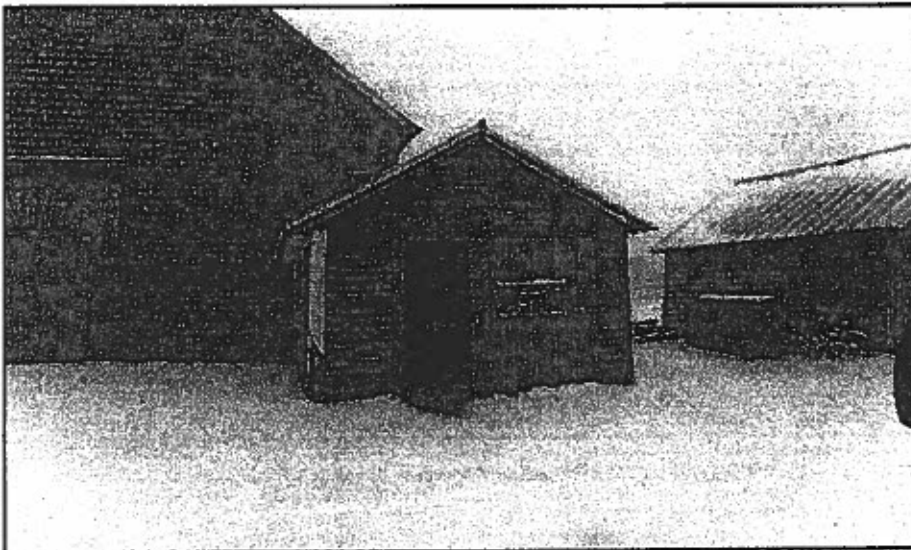
Right Of Subject



Right Of Subject

PHOTOGRAPH ADDENDUM

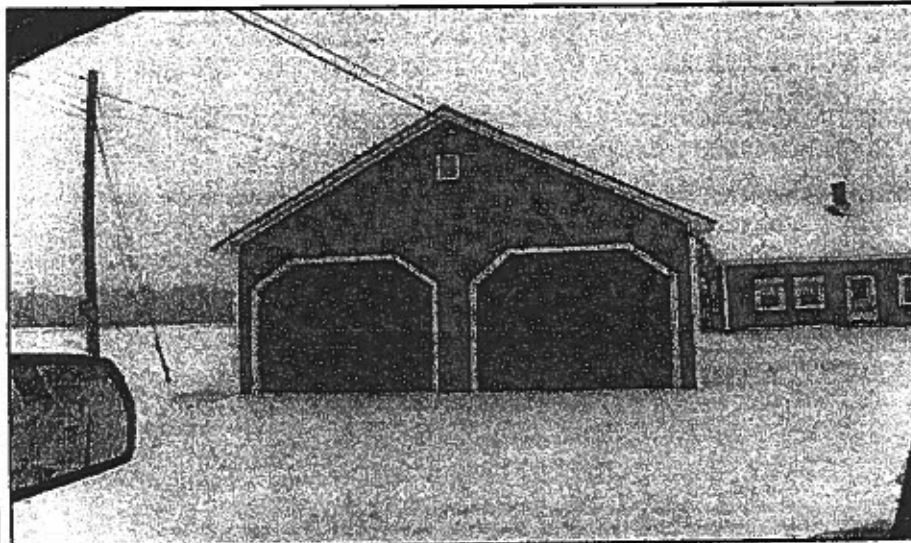
Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Right Of Subject



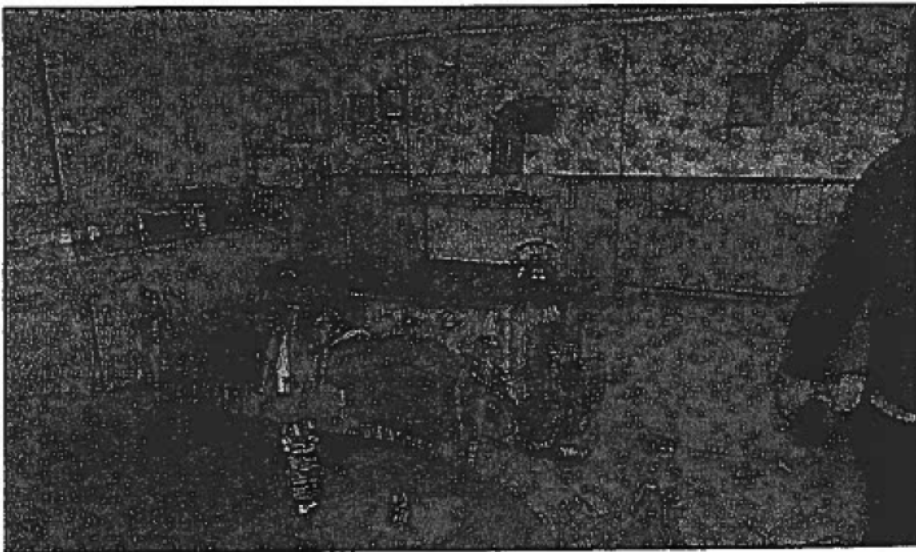
Shed



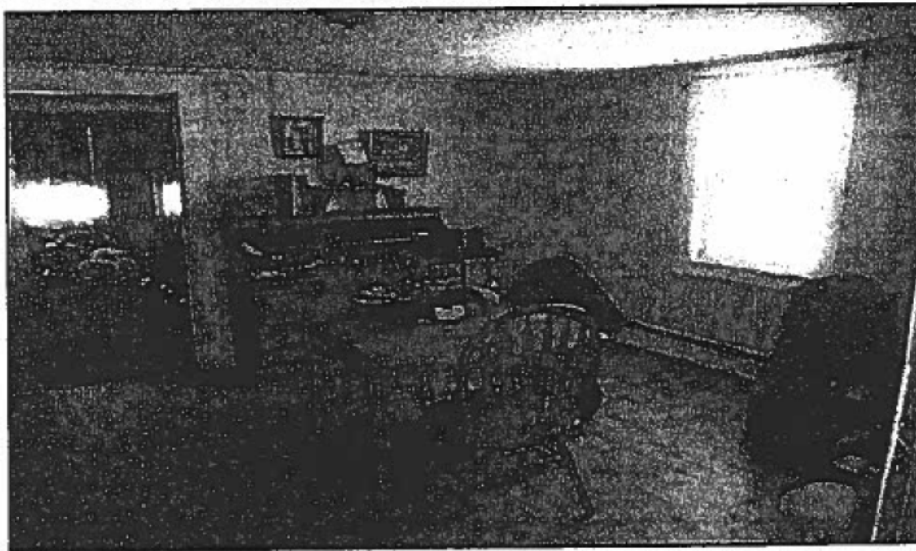
Detached Garage

PHOTOGRAPH ADDENDUM

Intended User Sue, Scott & Michael Lehay & Kathi Plant
Property Address 327 Kennebec River Road
City Emden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Kitchen View-2



Dining Room



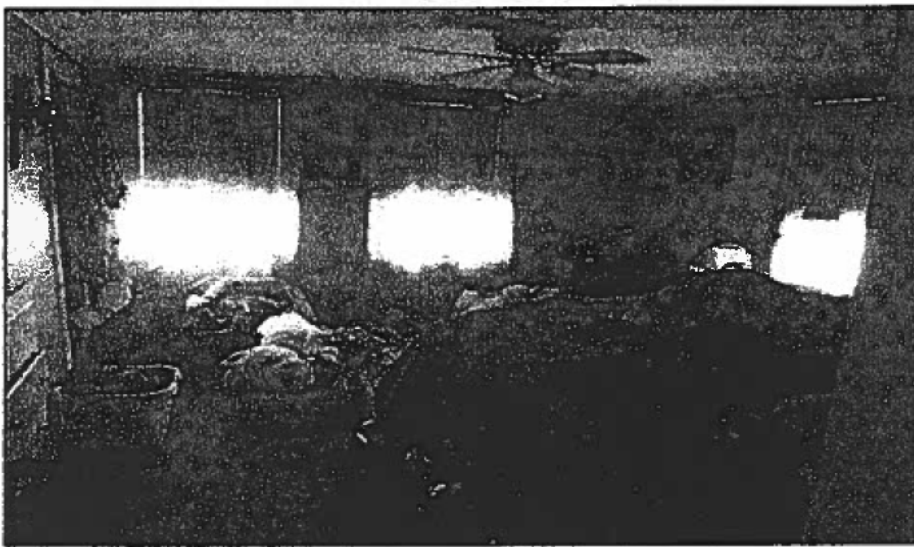
Laundry Area

PHOTOGRAPH ADDENDUM

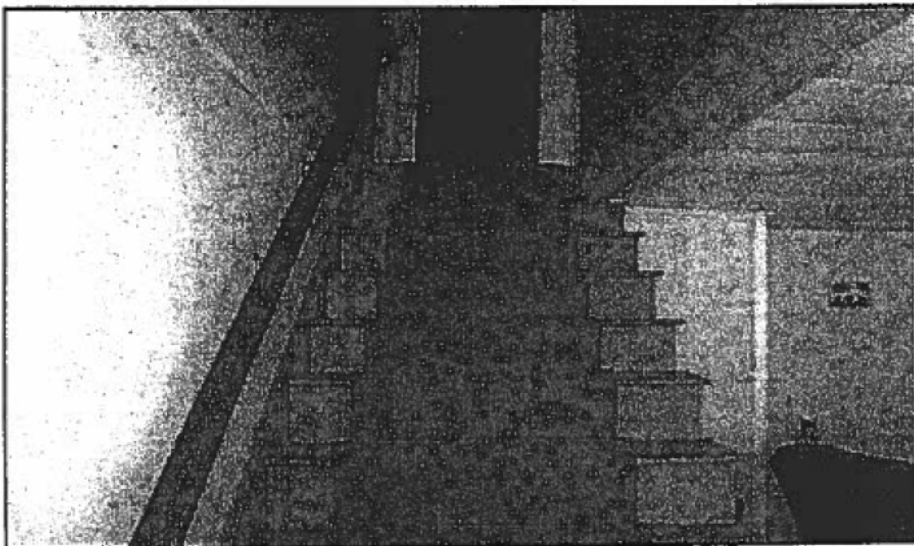
Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Hall Way



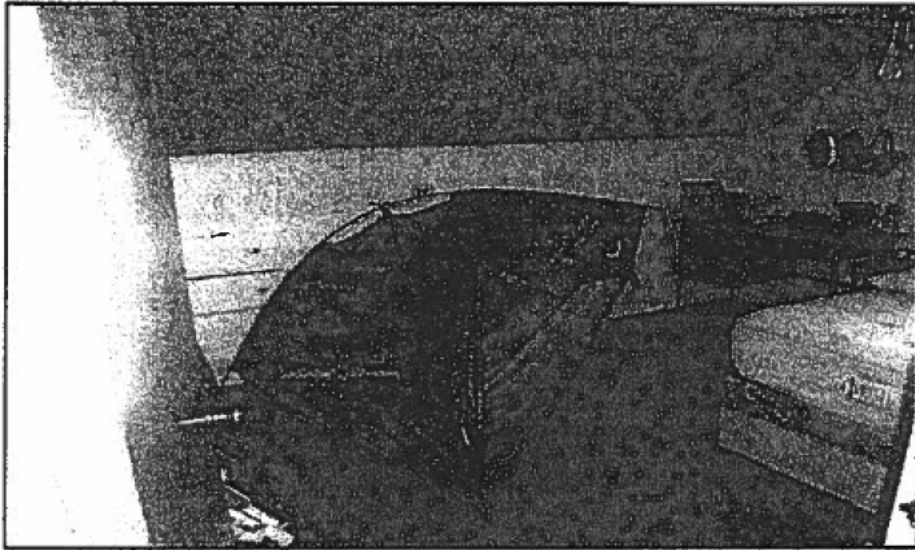
Bedroom-1



To 2nd Floor

PHOTOGRAPH ADDENDUM

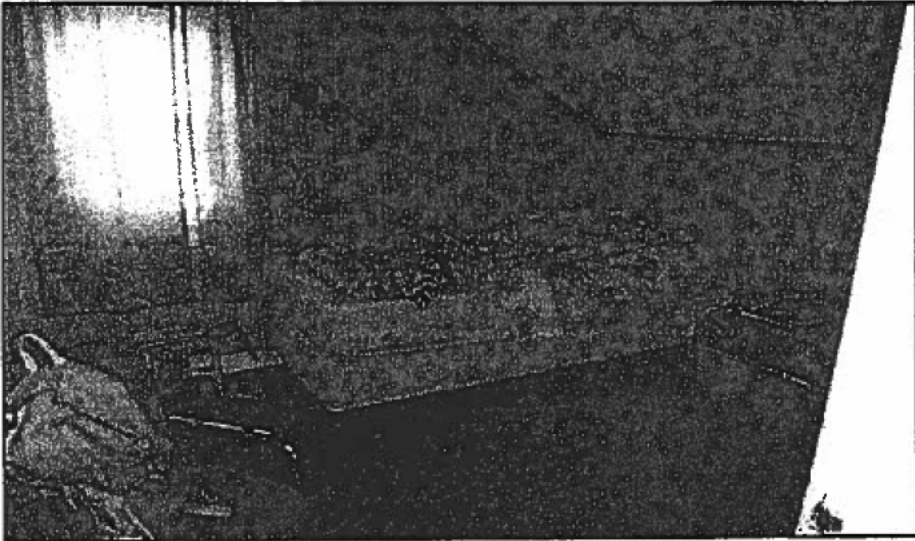
Intended User Sue, Scott & Michael Lehay & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Bedroom-2



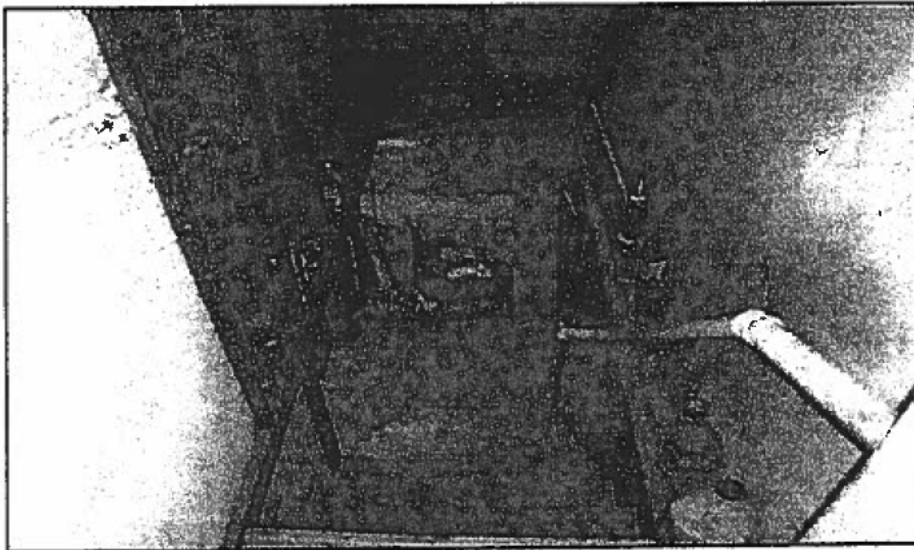
Bedroom-3



Bedroom-4

PHOTOGRAPH ADDENDUM

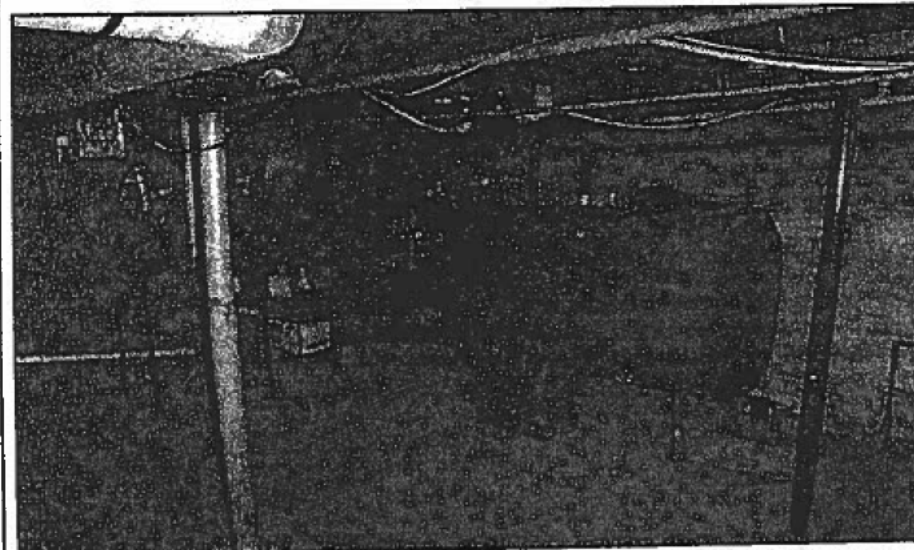
Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Emden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



To Basement



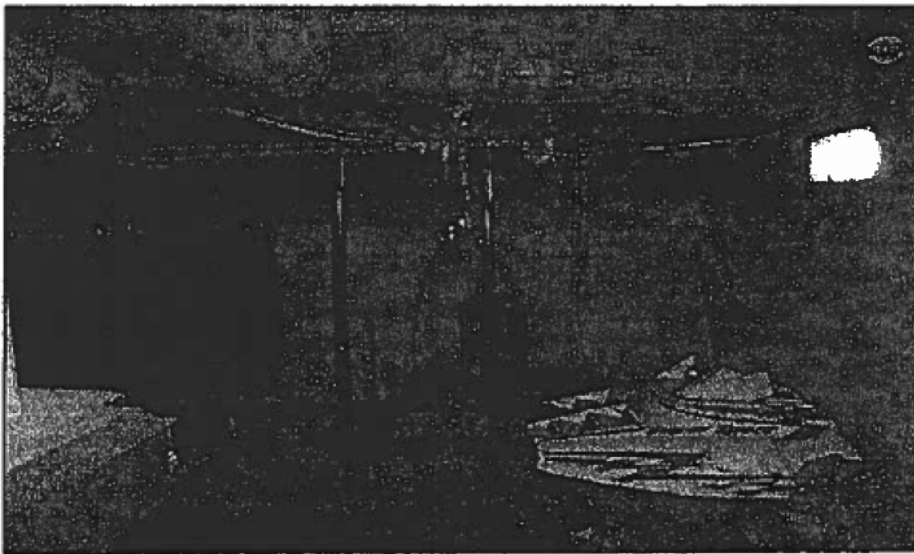
Basement Heating



Basement Oil Tank

PHOTOGRAPH ADDENDUM

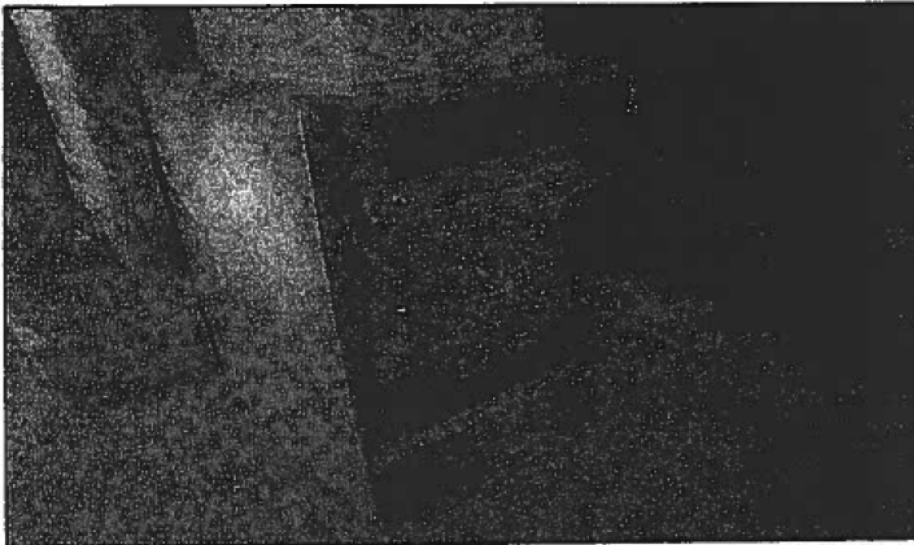
Intended User **Sue, Scott & Michael Leahy & Kathi Plant**
Property Address **327 Kennebec River Road**
City **Emden** County **Somerset** State **ME** Zip Code **04958**
Client **Attorney Paul Mills**



Basement Water Tank



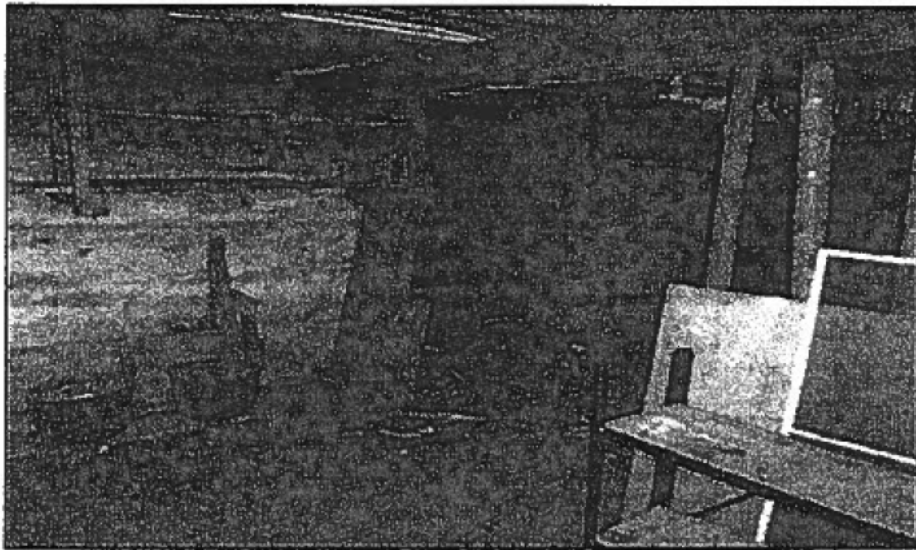
Basement Wood Stove



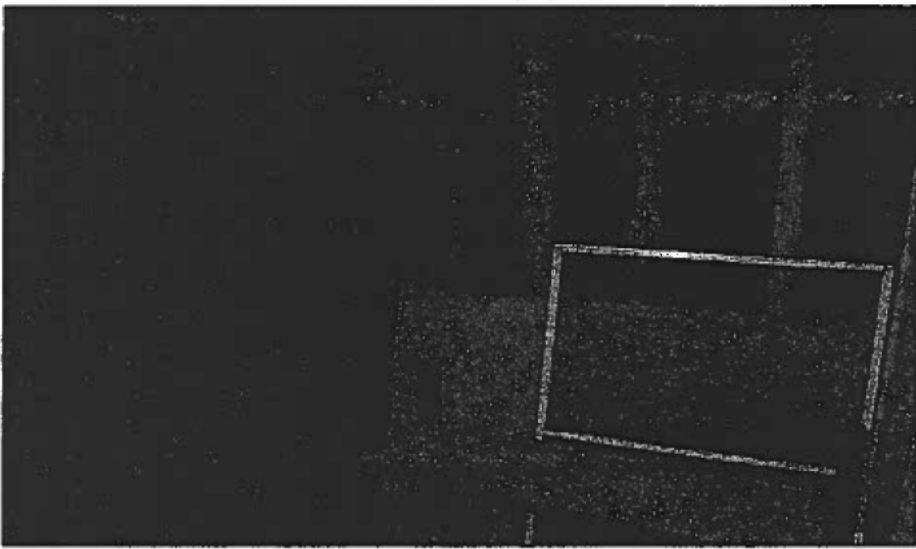
Basement Wood Stove

PHOTOGRAPH ADDENDUM

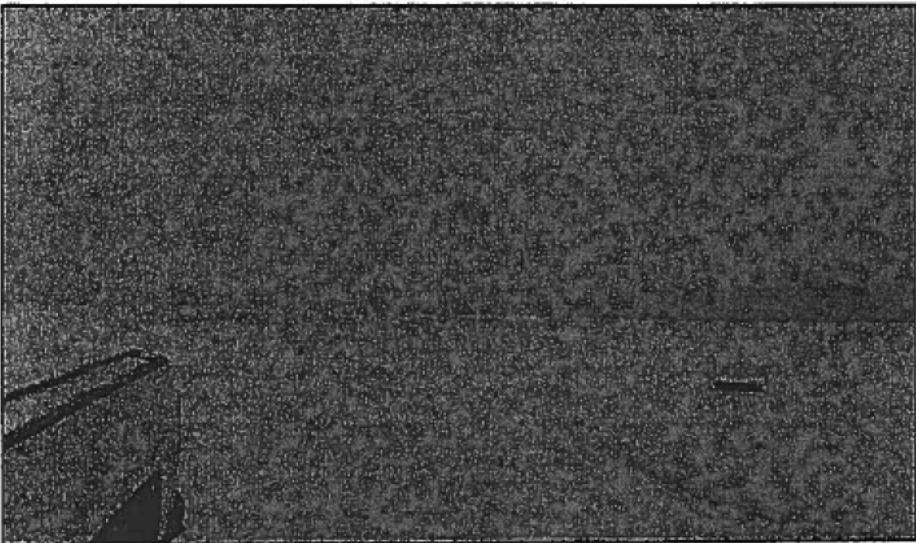
Intended User Sue, Scott & Michael Lehav&Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Basement



Basement



View From Property

Summary Appraisal Report

Uniform Residential Appraisal Report

File # Y211221

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT CONTRACT

Property Address **327 Kennebec River Road** City **Embsden** State **ME** Zip Code **04958**
 Owner **Sue Scott & Michael LeHay & Kathi Plant** Intended User **Atty Paul Mills & Michael LeHay** County **Somerset**
 Legal Description **Recorded in the Somerset County Registry Book: 3404 & 3420 Page: 0191 & 0069**
 Assessor's Parcel # **Embsden Tax Map: 006 Lot: 033 & 034** Tax Year **2021** R. E. Taxes **\$29,755.55**
 Neighborhood Name **Embsden** Map Reference **Del 20 A-4** Census Tract **23-025-9663**
 Occupant Owner Tenant Vacant Special Assessments **\$N/A** PUD HOA **\$N/A** per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Intended Use: **Determine fair market value for court proceedings.**
 Client **Attorney Paul Mills** Address **163 Main Street, Farmington, ME 04938**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? Yes No
 Report date source(s) used, offering price(s), and date(s). **The subject has not been listed for sale in the past year and has not sold in the past 3 years per deed and M.L.S. as of inspection date.**
 I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **This is being done for court proceedings and there was no sales contract.**
 Contract Price \$ **N/A** Date of Contract **N/A** Is the property seller the owner of public record? Yes No Data Source(s) **N/A**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? Yes No
 If Yes, report the total dollar amount and describe the items to be paid: **N/A**

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics			One-Unit Housing Trends			One-Unit Housing		Percent Land Use %				
Location	Urban <input type="checkbox"/>	Suburban <input checked="" type="checkbox"/>	Rural <input type="checkbox"/>	Property Values	Increasing <input checked="" type="checkbox"/>	Stable <input type="checkbox"/>	Declining <input type="checkbox"/>	PRICE	AGE	One-Unit	60.0 %	
Built-Up	Over 75% <input type="checkbox"/>	25-75% <input checked="" type="checkbox"/>	Under 25% <input type="checkbox"/>	Demand/Supply	Shortage <input checked="" type="checkbox"/>	In Balance <input type="checkbox"/>	Over Supply <input type="checkbox"/>	\$(000)	(yrs)	2-4 Unit	5.0 %	
Growth	Rapid <input type="checkbox"/>	Stable <input checked="" type="checkbox"/>	Slow <input type="checkbox"/>	Marketing Time	Under 3 mths <input checked="" type="checkbox"/>	3-6 mths <input type="checkbox"/>	Over 6 mths <input type="checkbox"/>	30+/-	Low	New	Multi-Family	5.0 %
Neighborhood Boundaries Kennebec River-east; Jackin Brook-west; Station Rd- north;								500+	High	250+	Commercial	5.0 %
Weeks Dr-south. See maps for more details.								175	Med.	60+/-	Other	25.0 %

Neighborhood Description **The neighborhood consists of a mixture of homes ranging both in style and price. Ranches, capes, mobile homes, colonials, and older New England style homes with garages and/or barns are common to this neighborhood.**
 *** See Additional Comments ***
 Market Conditions (including support for the above conclusions) **Demand and supply for the subject neighborhood is based on the balance between the number of homes sold in comparison to the number of homes available on the market. *** See Additional**
 Comments ***

SITE

Dimensions **See Deed & Plat Map** Area **132.43+- acres** Shape **irr shaped-Typ** View **Fields & Woods**
 Specific Zoning Classification **No Zoning** Zoning Description **N/A**
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe
***The appraiser notes the the highest and best use for the subject property is as a single family residential home.**
 Utilities **Public Other (describe)** **Public Other (describe)** Off-site Improvements-Type **Public Private**
 Electricity Water Drilled Well Street **Asphalt**
 Gas None Sanitary Sewer Septic Alley **None**
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **Zone X** FEMA Map No. **230359-0009 B** FEMA Map Date **09/04/1985**
 Are the utilities and off-site improvements typical for the market area? Yes No, if No, describe ***** See Additional Comments *****
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
None Noted

IMPROVEMENTS

General Description		Foundation		Exterior Description		materials/condition		Interior		materials/condition	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	Concrete Slab	<input checked="" type="checkbox"/> Crawl Space	Foundation Walls	Concrete/Avg	Floors	Cmt&Inld/Avg	Walls	Pstr&Dry/Avg		
# of Stories	1.50	Full Basement	<input checked="" type="checkbox"/> Partial Basement	Exterior Walls	Viny/Average	Trim/Finish	Wood/Avg	Bath Floor	Inlaid/Avg		
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area	952 sq. ft.	Roof Surface	Metal/Average	Bath Wainscot	Fbrgs/Avg	Car Storage	None		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.		Basement Finish	None %	Gutters & Downspouts	None	Bath Wainscot	Fbrgs/Avg	Car Storage	None		
Design (Style)	Cape	Outside Entry/Exit	<input checked="" type="checkbox"/> Sump Pump	Window Type	Dbt Hng-Rplc/Avg	Storm Sash/Insulated	Thrm-Rplc/Avg	Car Storage	None		
Year Built	1800+/-	Evidence of	Infestation	Storm Sash/Insulated	Thrm-Rplc/Avg	Screens	Yes/Avg	Driveway	# of Cars 6+		
Effective Age (Yrs)	15	<input checked="" type="checkbox"/> Dampness <input checked="" type="checkbox"/> Settlement		Wood Stove(s) #	<input checked="" type="checkbox"/>	Driveway Surface	Gravel-Avg	Garage	# of Cars 3		
Attic	<input type="checkbox"/> None	Heating	<input type="checkbox"/> FWA <input checked="" type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input checked="" type="checkbox"/>	Carport	# of Cars				
Drop Stair	<input type="checkbox"/> Stairs	Other	<input type="checkbox"/> Fuel Oil	Fireplace(s) #	<input type="checkbox"/>	Fence	<input checked="" type="checkbox"/>				
Floor	<input checked="" type="checkbox"/> Sctile	Cooling	Central Air Conditioning	Patio/Deck	<input checked="" type="checkbox"/>	Porch	Open				
Finished	<input type="checkbox"/> Heated	Individual	Other	Pool	<input checked="" type="checkbox"/>	Other	Shd/Btm				
Appliances	<input type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven	Dishwasher	Disposal	Microwave	<input type="checkbox"/>	Washer/Dryer	<input type="checkbox"/>				
Finished area above grade contains: 7 Rooms 4 Bedrooms 1.00 Bath(s) 1,752 Square Feet of Gross Living Area Above Grade											

Additional features (special energy efficient items, etc.) **The kitchen is noted to have ample cabinets made of average quality materials and finish. *** See Additional Comments *****
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) **Depreciation is estimated using the age-life method. Some curable depreciation/deferred maintenance was noted for the subject at the time of inspection. See additional comments...**
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No If Yes, describe
Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. * See Additional Comments *****
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe
The subject property is typical & conforms to other properties in the subject's neighborhood.

Summary Appraisal Report

Uniform Residential Appraisal Report

File # Y211221

There are <u>N/A</u> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <u>N/A</u> to \$ <u>N/A</u>				
There are <u>4</u> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <u>359,000.00</u> to \$ <u>425,000.00</u>				
FEATURE	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
327 Kennebec River Road	59 Stickney Hill Road	748 Middle Road	427 Mosher Hill Road	
Address Embden, ME 04958	Athens, ME 04912	New Portland, ME 04961	Farmington, ME 04938	
Proximity to Subject	11.06 miles E	11.18 miles W	17.41 miles SW	
Sale Price	\$ 389,000	\$ 380,000	\$ 425,000	
Sale Price/Gross Liv. Area	\$ 324.17 sq. ft.	\$ 237.50 sq. ft.	\$ 191.96 sq. ft.	
Data Source(s)	MLS#1497807;DOM 125	MLS#1497089;DOM 59	MLS#1486993;DOM 105	
Verification Source(s)	Town Tax Records	Town Tax Records	Town Tax Records	
VALUE ADJUSTMENTS	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing	Private Finance		Cash Sale	
Concessions	Fair Sale		Fair Sale	
Date of Sale/Time	01/26/2022		09/17/2021	
Location	AG/RiverFrt	+10,000	Average	+10,000
Leasehold/Fee Simple	Fee Simple		Fee Simple	
Site	132.43 Acres	-47,677	100.00 Acres	+49,822
View	Fields&Woods		Pstrl&Mntns	-2,500
Design (Style)	Cape		Cape	
Quality of Construction	Average		Average	
Actual Age	A 222 / E 15	+5,000	A 192 / E 15	-5,000
Condition	Average		Average	-5,000
Above Grade	Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	7 4 1.0		7 3 1.0	-1,000
Gross Living Area	1,752 sq. ft.	+8,280	1,600 sq. ft.	+2,280
Basement & Finished Rooms Below Grade	FullBasement Unfinished	+2,500	FullBasement Unfinished	
Functional Utility	Average		Average	
Heating/Cooling	FHW/None		FHW/None	
Energy Efficient Items	WdFurnace		None	
Garage/Carport	2Car Det&1CrAtt/Gar		3Car Det/Gar	+5,000
Porch/Patio/Deck	OpenPorch/WS	-9,000	OpenPorch	-1,000
Amenities	LgBarn/AttShed		2FP/Barn/Hrth	+7,500
Amenities	2Sheds-Fair		LgAttShed	
Extras	None		None	
Net Adjustment (Total)		\$ -30,897	\$ 38,103	\$ 46,892
Adjusted Sale Price of Comparables		\$ 358,103	\$ 418,103	\$ 471,892
<input checked="" type="checkbox"/> I did not research the sale or transfer history of the subject property and comparable sales. If not, explain: <u>The subject has not been listed for sale in the past year and has not sold in the past 3 years. The comparable sales have not sold 1 year prior to the date indicated in this appraisal.</u>				
<input type="checkbox"/> My research did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
<input checked="" type="checkbox"/> My research did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.				
<input checked="" type="checkbox"/> Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	None			
Price of Prior Sale/Transfer	None			
Data Source(s)	Deed, Town Borr, MLS	MLS &/or Town Rcds	MLS &/or Town Rcds	MLS &/or Town Rcds
Effective Date of Data Source(s)	05/17/2022	05/17/2022	05/17/2022	05/17/2022
Analysis of prior sale or transfer history of the subject property and comparable sales: <u>The subject has not been listed for sale in the past year and has not sold in the past 3 years. The comparable sales have not sold 1 year prior to the date indicated in this appraisal.</u>				
Summary of Sales Comparison Approach: COMPARABLES WEIGHTED WITHIN THE FINAL RECONCILIATION OF VALUE: Many comparable sales were examined for the preparation of the appraisal report. The 4 comparable sales offered are considered to be the most representative and to be the best indicators of value regarding the subject property. All comparables were considered within the Final Reconciliation of Value because they bracket location, design, age, site size, etc. See additional comments...				
Indicated Value by Sales Comparison Approach \$420,000				
Indicated Value by: Sales Comparison Approach \$420,000 Cost Approach (if developed) \$486,200 Income Approach (if developed) \$N/A				
Ample sales provide the strongest support for the sales comparison approach. The appraiser utilized and considered the the cost approach to provide additional checks and balances for a credible appraisal. *** See Additional Comments ***				
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: <u>The appraisal has been completed "as is" on the subjects condition at the time of inspection. *** See Additional Comments ***</u>				
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$420,000 as of 02/25/2022, which is the effective date of this appraisal.				

ADDITIONAL COMPARABLES

Intended User: Sue, Scott & Michael Leahy & Kathi Plant
 Property Address: 327 Kennebec River Road
 City: Embden County: Somerset State: ME Zip Code: 04958
 Client: Attorney Paul Mills

FEATURE	SUBJECT	COMPARABLE SALE NO. 4	COMPARABLE SALE NO. 5	COMPARABLE SALE NO. 6			
327 Kennebec River Road		451 North Avenue					
Address Embden, ME 04958		Skowhegan, ME 04976					
Proximity to Subject		10.91 miles SE					
Sale Price	\$	\$ 359,000	\$	\$			
Sale Price/Gross Liv. Area	\$ sq. ft.	\$ 176.85 sq. ft.	\$ sq. ft.	\$ sq. ft.			
Date Source(s)		MLS#1505465:DOM 0					
Verification Source(s)		Town Tax Records					
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment	DESCRIPTION	+(-)\$ Adjustment
Sale or Financing		Conv. Finance					
Concessions		Fair Sale					
Date of Sale/Time		11/05/2021					
Location	AG/RiverFmt	AG/StrmFmt	+7,500				
Leasehold/Fee Simple	Fee Simple	Fee Simple					
Site	132.43 Acres	52.00 Acres	+60,322				
View	Fields&Woods	Fields&Woods					
Design (Style)	Cape	NECape					
Quality of Construction	Average	Average					
Actual Age	A 222 / E 15	A 190 / E 15					
Condition	Average	Average					
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
Room Count	7 4 1.0	9 3 2.0	-2,000				
Gross Living Area	1,752 sq. ft.	2,030 sq. ft.	-4,170	sq. ft.		sq. ft.	
Basement & Finished Rooms Below Grade	FullBasement Unfinished	FullBasement Unfinished					
Functional Utility	Average	Average					
Heating/Cooling	FHW/None	FHA/None					
Energy Efficient Items	WdFurnace	None					
Garage/Carport	2CarDet/1CarGar	2Car Det/Gar	+5,000				
Porch/Patio/Deck	OppPorch/WS	Encsd&OpenPorch	-3,000				
Amenities	LgBarn/ArtShed	Patio/2Brths					
Amenities	2Sheds-Fair	2WStv/PltStv					
Extras	None	2Sheds/FP/Barn					
Net Adjustment (Total)		X + - \$ 63,652					
Adjusted Sale Price of Comparables		Net Adj. 17.73 % Gross Adj. 22.84 % \$ 422,652		Net Adj. % Gross Adj. % \$		Net Adj. % Gross Adj. % \$	

ITEM	SUBJECT	COMPARABLE SALE #4	COMPARABLE SALE #5	COMPARABLE SALE #6
Date of Prior Sale/Transfer	None	02/11/2022		
Price of Prior Sale/Transfer	None	255,000		
Date Source(s)	Deed, Town, Borr, MLS	MLS &/or Town Recs		
Effective Date of Date Source(s)	05/17/2022	05/17/2022		

Comment on Sales Comparison: Comparable sale 4 was added to give additional support to this appraisal report. Comparables sales over one mile away were used because they are the best available in this suburban type area. Expanding the search to a radius greater than one mile developed sales that are still within the same market. These sales are the best comparable sales to the subject property and are therefore used in this report.

AGE ADJUSTMENT: Condition of a structure can be separated into curable and incurable depreciation. To prohibit any confusion, all incurable depreciation will be considered under item noted as age, which will indicate the actual and effective age of the subject and comparable sales utilized. The condition adjustment is limited to items not considered in the indicated effective age for the subject or comparable sale. Although the effective has been determined for the subject, the appraiser was unable to inspect the interior of the comparable sales. The effective age noted for them is more of a reflection of their comparison to the subject based on information taken from the source and verification source of the comparable.

A thorough search for comparable sales was made in this market area. Comparable sales that sold within 6 months of the appraisal date were significantly different in location, size, physical characteristics, age, condition, etc. In the appraiser's judgement, the comparable sales selected are a better indication of the subject's value than more recent sales.

Uniform Residential Appraisal Report

File # Y211221

The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The site value is based on extractions from comparable sales used in this report, as well as abstractions done currently, and in the past. The appraiser also looks at current MLS comparable land sales in the subject properties market area.

COST APPROACH

ESTIMATED	REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE.....	=\$ 100,000
Source of cost data	Marshall & Swift Handbook		Dwelling	1,752 Sq. Ft. @ \$ 160.00=\$ 280,320
Quality rating from cost service	Avg	Effective date of cost data 06/2021	BSMT	952 Sq. Ft. @ \$ 20.50=\$ 19,516
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Amenities=\$ 125,000
The cost estimate information is based on the Marshall & Swift Residential Handbook and based on average construction. The site value is based on extractions on comparables utilized in this report and abstractions done currently and in the past. The appraiser also analyzes current & past land sales to develop site values			Garage/Carport	1,458 Sq. Ft. @ \$ 36.50=\$ 53,217
			Total Estimate of Cost-New=\$ 478,053
			Less Physical
			Depreciation	106,838=\$ (106,838)
			Depreciated Cost of Improvements=\$ 371,215
			'As-is' Value of Site Improvements=\$ 15,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years			Indicated Value By Cost Approach=\$ 486,215

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = 5 N/A Indicated Value by Income Approach

Summary of Income Approach (Including support for market rent and GRM) *** See Additional Comments ***

INCOME

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project N/A

Total number of phases Total number of units N/A Total number of units sold

Total number of units rented Total number of units for sale N/A Data Source(s)

Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion

Does the project contain any multi-dwelling units? Yes No Data Source(s)

Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities

PUD INFORMATION

Uniform Residential Appraisal Report

File # Y211221

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an Identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File # Y211221

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Uniform Residential Appraisal Report

File # Y211221

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature [Handwritten Signature]
Name Vurle C. Jones
Company Name Vurle Jones Appraisal, LLC
Company Address 905 Waterville Road
Skowhegan, ME 04976
Telephone Number 207-474-4360
Email Address vjones@vurlejonesappraisal.com
Date of Signature and Report 05/17/2022
Effective Date of Appraisal 02/25/2022
State Certification # CR000000000683
or State License #
or Other
State ME
Expiration Date of Certification or License 12/31/2022

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature
Name
Company Name
Company Address
Telephone Number
Email Address
Date of Signature
State Certification #
or State License #
State
Expiration Date of Certification or License

ADDRESS OF PROPERTY APPRAISED
327 Kennebec River Road
Emden, ME 04958
APPRAISED VALUE OF SUBJECT PROPERTY \$ 420,000
CLIENT
Name Mr. Paul Mills
Company Name Attorney Paul Mills
Company Address 163 Main Street
Farmington, ME 04938
Email Address

SUBJECT PROPERTY
[] Did not inspect subject property
[] Did inspect exterior of subject property from street
Date of Inspection
[] Did inspect interior and exterior of subject property
Date of Inspection
COMPARABLE SALES
[] Did not inspect exterior of comparable sales from street
[] Did inspect exterior of comparable sales from street
Date of Inspection

ADDITIONAL COMMENTS

Intended User	Sue, Scott & Michael LeHay & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
		State	ME
		Zip Code	04958
Client	Attorney Paul Mills		

SCOPE OF APPRAISAL

*The scope of this assignment is specific to the needs of the client/ intended user Attorney Paul Mills and his client Michael LeHay. The appraiser notes the intended use is to assist Attorney Paul Mills and his client Michael LeHay in determining fair market value for the subject property for court proceedings. No other intended user has been identified by the appraiser. No parties should rely upon this report as a home inspection or an insurance valuation. Other parties may choose to rely upon this report, but the appraiser is not responsible for it's use by parties other than the client/intended user(s).

*The scope of the analysis is the depth of the research that went into the identifying and the subject property. The scope of work includes an inspection of the subject site and all improvements to the site if applicable. This includes an inspection of the interior and exterior of all structures on the subject property. In addition to gathering information on the subject property the appraiser researches all sales and listings and selects the best comparable sales. The appraiser verifies and analyzes the comparable sales data, in developing the sales comparison approach to value. (The appraiser has not utilized the cost & income approaches to value, due to the limited nature of this report.) The scope of the work is partially based on the use of the report, the guidelines provide by the lender/client, and the guidelines of the secondary market (if applicable). The agreed upon fee has a direct correlation to the time and depth of the research that was agreed on by the client and appraiser. Its important to note that all though there are written guidelines, there is some confusion as to interpretation of these guidelines. It is the practice of this appraisal firm to refer to the FHA/HUD Manual 4000.1 and "Harrison's Illustrated Guide" for interpretation of these guidelines and contact the lender whenever there is a question regarding interpretation..

* The appraiser is not a professional building inspector and does not hold himself out to the public as such. The inspection includes readily observable items and observations. This report does not include activation or testing of mechanical systems or non readily observable items. The term "inspection" as used in the report, is not the same level of inspection that is required by a "professional home inspection". The appraiser is not qualified to fully inspect the electrical system, plumbing system, foundation system, floor structure, subflooring, or any other mechanical systems that are present. The appraiser is not an expert in construction materials and the only purpose of this appraisal is to make an economic evaluation of the subject property. If the client wants a more detailed inspection, the appraiser recommends having a home inspection done by a professional home inspector.

* The discovery of potentially adverse neighborhood influences such as but not limited to criminal activity, interim rehabilitation facilities, half way houses, registered sex offenders, is outside the scope of this assignment.

*The appraiser notes that he does not fully inspect attic & crawl spaces. Inspections of these area's are only completed when there is proper access.

*I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

LEGAL DESCRIPTION

The appraiser has given the appropriate census track number. It should be noted that the first set of digits "23" identify the state of Maine, the second digits "025" identify the county of Somerset, and the last digits "9663" identify the town of Embden where the subject is located.

The indicated taxes for the subject and 2nd lot have been combined and appear to be adequate and typical of homes with the same physical characteristics and in the same municipality.

ADDITIONAL COMMENTS
Page 2

Intended User	Sue, Scott & Michael Leahy & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Emden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

NEIGHBORHOOD BOUNDARIES

The boundaries of the subject neighborhood comprise of a large area. Some neighborhoods comprise of the whole towns. This is typical of a neighborhoods like that of the subject's that are suburban in nature. The subjects neighborhood is considered the town of Emden, and bordering towns which are: Concord; North, Anson; South, Solon; East, and New Portland; West.

The neighborhood consist of a mixture of homes ranging both in style and price range. Ranches, capes colonials, and older New England style homes with garages and or barns are common to this neighborhood.

NEIGHBORHOOD DESCRIPTION

Major employers for the area are SAPPI Paper Mill, Redington Fairview General Hospital, New Balance Shoe, Backyard Farms to name a few. The employment centers for the area are Madison, Skowhegan, Waterville, Farmington. Emden is also located within 30 miles from a major highway, Interstate 95, which gives it easy commuting to other major cities, and employment centers such as Bangor, and Augusta. The subject property is not located in an area where amenities, such as schools, shopping centers, fire, and police protection are readily available, but is located within 15 miles of major employment centers that do provide these amenities.

MARKET CONDITIONS

Marketing time is the period between the date a property is offered for sale to the date it actually sold. Multiple listing information reviewed typically gives the period of time from the date listed to the date under contract. The appraiser has considered this information and information derived from local realtors, when confirming the comparable sales used in this report. This appraiser feels based on conversations with realtors and review of local MLS that marketing time of 3 to 6+/- months best describes the current marketing time.

Homes in this and competing neighborhoods are typically being financed with the buyer borrowing 80 % to 90 % of the purchase price. Interest rates are typically noted as being between 3 % and 9 % with the seller or buyer paying 2 to 3 points for loan discounts or interest buy downs. Since these sales concessions are noted in virtually all property sales the appraiser does not consider these concessions to have a direct effect on the selling price of a property in the specific market noted for the subject property.

Based upon the analysis detailed in this report, the appraiser estimated a reasonable exposure time to be about 3 to 6+/- months for the subject property at the opinion of market value reported herein.

ZONING COMPLIANCE

* The town that the subject property is located in does not have a local zoning ordinance. The subject property therefore is not covered by a local zoning ordinance. This is typical of the neighborhood and does not have an adverse effect on marketability.

HIGHEST AND BEST USE

*The subject properties current use is as a seasonal single family residential home and it's highest and best use is as a seasonal single family residential home, because that is it's greatest conformity and will bring the highest return. The appraiser used the highest and best use tests described in USPAP in developing the subject's highest and best use.

ARE UTILITIES / OFF-SITE IMPROVEMENTS TYPICAL

The subject property does not have access to public water and sewer lines, so there is a private well and septic located on the subject property. On the day of inspection there were no visible signs of contamination or

ADDITIONAL COMMENTS

Page 3

Intended User	Sve. Scott & Michael Leahy & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Emden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

seepage. This is typical of the area and does not have adverse effect on marketability.

ADDITIONAL FEATURES

Under the subject's improvements, in the kitchen area, the appraiser has considered only those items which are fixtures. Items which are considered fixtures are noted with an X and those which are considered personal property are indicated with a P. Only those items with an X are considered in the valuation.

The subject has a full foundation under the main house and a crawl space under the addition. Therefore, the foundation of the subject property is not technically a full basement. However, the market would consider the foundation functionally a full basement.

* There is evidence of dampness in the basement. Its source could not be determined by the appraiser upon inspection. The dampness is minimal and should be noted that it is typical for homes such as the subject's to have some seasonal seepage into the basement. This type of dampness is typical of older homes and does not have an adverse effect on the subject's marketability.

* The appraiser notes that some settlement has occurred with the subject property. A deduction from value may be made for the evidence of settlement. This adjustment will be made by the appraiser considering this factor in the subject's effective age. Any adjustments involving the settlement will be made when adjusting the condition section of the market & cost approach. The appraiser does not believe it is necessary to have a qualified structural engineer inspect the subject home. This type of settlement is typical of older homes and does not have an adverse effect on the subject's marketability.

PROPERTY CONDITION

Economic life is the period over which improvements to real estate contribute to property value. Remaining economic life is the estimated period over which improvements continue to contribute to property value. Actual age is the number of years that have elapsed since an original structure was built. Effective age is the age indicated by the condition and utility of a structure.

The subject properties chronological age is 222+/- years old. The appraiser estimates the effective age based on the condition and maintenance of the subject property at the time of inspection. Deferred maintenance was noted in the form of some repairs such as some cosmetic and general repairs and updating where needed. These items have been considered and adjusted for within the determined effective age of the subject property. The remaining incurable physical depreciation is typical and normal for a home of the subject's age. The appraiser has considered the subject to be adequately maintained and in average repair. The appraiser estimates the effective age to be 15 years old after considering and adjusting for the deferred maintenance. No functional obsolescence was noted at the time of inspection and no external depreciation noted that would not be reflected in the determined typical economic life noted for the area.

PHYSICAL DEFICIENCIES AND / OR ADVERSE CONDITIONS

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect these substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, PCBS, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material in or on the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge to discover them.

ADDITIONAL COMMENTS
Page 4

Intended User	Sue, Scott & Michael Leahy & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Emden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

* The appraiser notes due to the age of the structure lead based paint may or may not be present. If lead paint is present, improvements completed on the subject property requires a lead smart renovator on any work that may disturb paint surfaces. If any of these area's are going to be disturbed, further evaluation by a licensed professional may be needed.

SALES COMPARISON APPROACH

Comparables sales over one mile away were used because they are the best available in this suburban type area. Expanding the search to a radius greater than one mile developed sales that are still within the same market. These sales are the best comparable sales to the subject property and are therefore used in this report.

AGE ADJUSTMENT: Condition of a structure can be separated into curable and incurable depreciation. To prohibit any confusion, all incurable depreciation will be considered under item noted as age, which will indicate the actual and effective age of the subject and comparable sales utilized. The condition adjustment is limited to items not considered in the indicated effective age for the subject or comparable sale. Although the effective has been determined for the subject, the appraiser was unable to inspect the interior of the comparable sales. The effective age noted for them is more of a reflection of their comparison to the subject based on information taken from the source and verification source of the comparable.

A thorough search for comparable sales was made in this market area. Comparable sales that sold within 6 months of the appraisal date were significantly different in location, size, physical characteristics, age, condition, etc. In the appraiser's judgement, the comparable sales selected are a better indication of the subject's value than more recent sales.

RECONCILIATION

The appraiser has utilized an adjustment of \$15.00 per square foot which is typical and well supported by the market.

Ample sales provides the strongest support for the sales comparison approach. The appraiser utilized and considered the cost approach to provide additional checks and balances for a credible appraisal. The appraiser considered the income approach, but could not find sufficient enough rental data on single family housing, in this market, to utilize the income approach.

The appraiser notes that licensed appraiser Todd D. Jones Sr. (AP000000002412) provided assistance in all aspects of the appraisal process utilized in this report under the supervision of certified appraiser Vurle Jones except for the inspection.

CONDITIONS OF APPRAISAL

The appraisal has been completed "as is" on the subjects condition at the time of inspection.

*Per request of the client the appraiser was asked to provide the timber value within the addendum of this report based on a foresters report provided by licensed forrester Scott L. Nelson LLC. The value of the Timber located on site is \$152,913 per this report.

*Per request of the client the appraiser was also asked to provide the borrow/gravel resource evaluation within the addendum of this report based on a engineering report provided by the Haley Ward engineering firm. Per this report the calculated sand borrow volume is 543,000 cubic yards. Per the town of Famington highway director Phillip Hutchins the going rate for unscreened sand is approximately \$4.50 per yard.

ADDITIONAL COMMENTS
Page 3

Intended User	Suc. Scott & Michael Lehay & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

*The appraiser has valued the property residentially within this report and has simply noted these commercial aspects of the subject property per request of the client/owner. Both the forresters report and engineering report is part of the appraiser case file and can be provided upon request.

SUPPORT FOR OPINION OF SITE VALUE

The site value is based on extractions from comparable sales used in this report, as well as abstractions done currently, and in the past. The appraiser also looks at current MLS comparable land sales in the subject properties market area.

COMMENTS ON COST APPROACH

The estimated cost is based on replacement cost not to be confused with reproduction cost. This approach is based on the principle of substitution of building a property of similar utility and considering the loss in value due to depreciation. Even though depreciation does consider some loss in value, this depreciation is determined by the effective age and may not reflect an accurate value in the cost approach to value. For this reason the appraiser has placed all weight on the market approach, and has only included the cost approach for additional checks and balances.

COMMENTS ON INCOME APPROACH

The income approach was not considered applicable because not enough sales of single family homes similar to the subject in the past year were available to provide data to derive a GRM (gross rent multiplier). There is also a lack of sources for rental data on rented single family homes within this area.

F.I.R.R.E.A. ADDENDUM

Intended User Sue, Scott & Michael Lehay & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills

Purpose of the Appraisal
The purpose of this appraisal is to identify and evaluate the subject within the restrictions and guidelines of the client.

Scope of Work
The appraiser has completed an interior and exterior inspection to properly identify the subject and note any obvious structural problems. The appraiser is not a building inspector and does not hold himself out to the public as such. The appraiser reviewed accessible information that was available at the time the appraisal was completed in order to collect enough information to support the indicated fair market value for the subject.

Report of the prior year sales history for the subject property
Is the subject property currently listed? Yes No X
Has the property sold during the prior year? Yes No X
List Price: \$ N/A
Per the deed provided by the lender, a conversation with the borrower who provided access to the property and a review of the local multiple listing, the subject has not been listed for sale in the past year. The subject has not sold in the past 3 years and the comparable sales have not sold 1 year prior to the date indicated in this appraisal unless indicated.

Marketing Time
What is your estimate of marketing time for the subject property? 3 to 6 months +/- months
Describe below the basis (rationale) for your estimate?
Marketing time is the accumulated period of time from the date the seller is willing to sell to the date the title is transferred from seller to buyer. The estimated marketing time for the subject property is from current listings, sales of competing properties and the disclosed period of time from which the properties were first introduced to the market, to the date of the closing.

Non-real property transfers
Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? Yes No X
If yes, provide description and valuation below.
No personal property has been included within the valuation of the subject property. The appraiser has valued real estate which does not include chattel.

Additional Comments
Regarding adjusting for points: There are several interpretations on how points paid by the seller should be addressed. Some lenders wish for the cash equivalent of points be deducted from the price. Others wish for the appraisal to reflect the market's reaction. Of these particular lenders, the following will apply: If the appraiser can support that there is a direct correlation between points paid and the selling price, a cash equivalent adjustment will be made. If the appraiser can substantiate an adjustment less than the cash equivalent, then that adjustment will be made. If no adjustment can be substantiated, then no specific adjustment will be made. However, the fact that points were paid by the seller will be considered in the final reconciliation of the approach.

Additional Certification
1. The acceptance of this appraisal assignment by the appraiser was not based on a requested minimum valuation, a specified valuation, or an approval of the loan.
2. The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
3. This appraisal has been prepared to conform with the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, except the Departure Provision, unless otherwise stated below.
4. The appraiser has disclosed within this appraisal report, or below, all steps taken that were necessary or appropriate to comply with the Competency provision of the USPAP.
U.S.P.A.P. Requirement: My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of my client, the amount of the value estimated, the attainment of a stipulated result, or the occurrence of a subsequent event. My analysis, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation (Standards Rule 2-3).

Date: 05/17/2022 Appraiser(s): Virle C. Jones
Date: Review Appraiser(s):

SQUARE FOOTAGE CALCULATION ADDENDUM

Intended User	Sue, Scott & Michael Leahy&Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

GROSS AREA (GLA/GBA)	1752	sf
Area(s)	Square Footage	
Basement	952	sf
Level 1	1276	sf
Level 2	476	sf
Level 3		sf
Car Stg	1458	sf
Other	2320	sf

Area Measurements				Area					
Measurements		Factor	Total	Basement	1	2	3	Car Stg	Other
28.00	x	34.00	x 1.00 = 952.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	x		=	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.00	x	34.00	x 1.00 = 952.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.00	x	18.00	x 1.00 = 324.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	x		=	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.00	x	34.00	x 0.50 = 476.00	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	x		=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.00	x	36.00	x 1.00 = 864.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22.00	x	27.00	x 1.00 = 594.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40.00	x	58.00	x 1.00 = 2320.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	x		=	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHOTOGRAPH ADDENDUM

Intended User Sue, Scott & Michael Lehay & Kathi Plant

Property Address 327 Kennebec River Road

City Embden

County Somerset

State ME

Zip Code 04958

Client Attorney Paul Mills

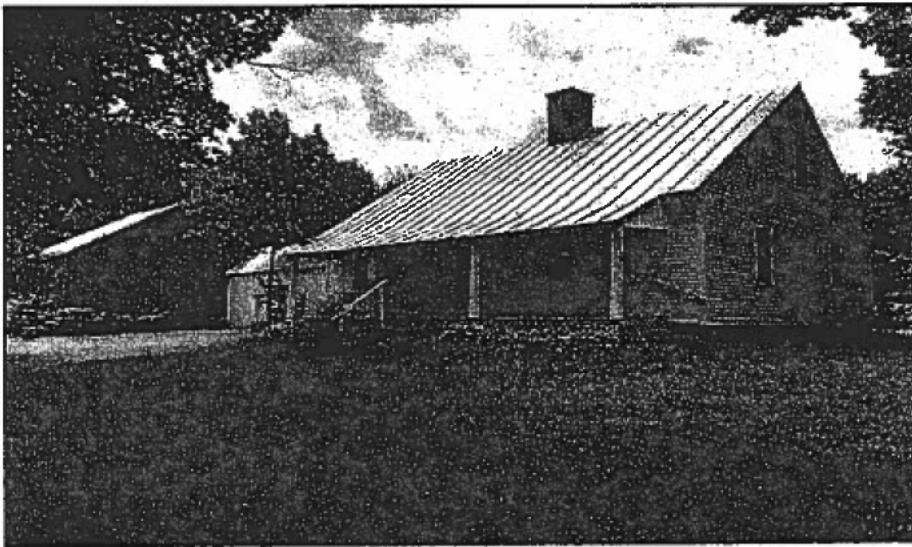


COMPARABLE #1

59 Stickney Hill Road
Athens, ME 04912

Price	\$389,000
Price/SF	324.17
Date	01/26/2022
Age	A 122 / E 20
Room Count	5-2-1.0
Living Area	1,200

Value Indication \$358,103



COMPARABLE #2

748 Middle Road
New Portland, ME 04961

Price	\$380,000
Price/SF	237.50
Date	09/17/2021
Age	A 192 / E 15
Room Count	7-3-1.0
Living Area	1,600

Value Indication \$418,103



COMPARABLE #3

427 Mosher Hill Road
Farmington, ME 04938

Price	\$425,000
Price/SF	191.96
Date	10/29/2021
Age	A 121 / E 10
Room Count	9-5-1.1
Living Area	2,214

Value Indication \$471,892

PHOTOGRAPH ADDENDUM

Intended User **Sue, Scott & Michael Leahy & Kathi Plant**
 Property Address **327 Kennebec River Road**
 City **Emden** County **Somerset** State **ME** Zip Code **04958**
 Client **Attorney Paul Mills**

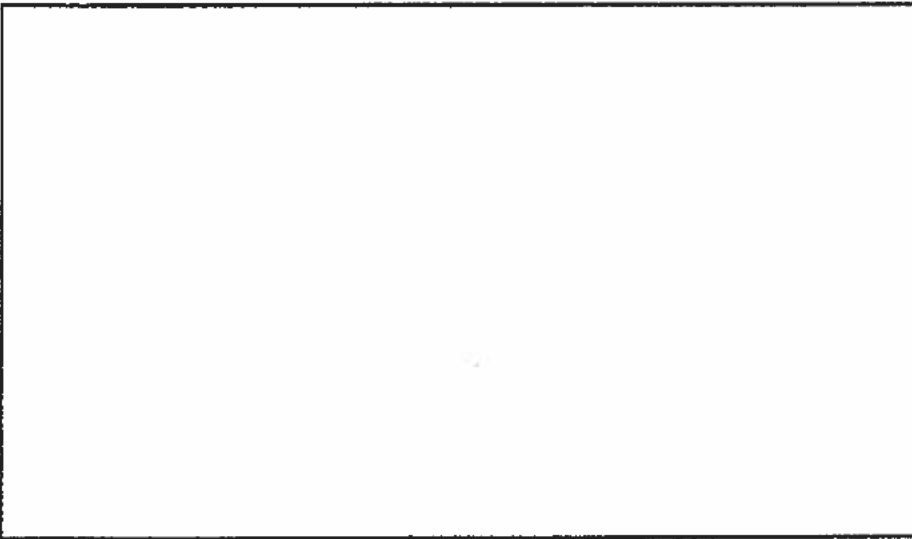


COMPARABLE #4

451 North Avenue
 Skowhegan, ME 04976

Price \$359,000
 Price/SF 176.85
 Date 11/05/2021
 Age A 190 / E 15
 Room Count 9-3-2.0
 Living Area 2,030

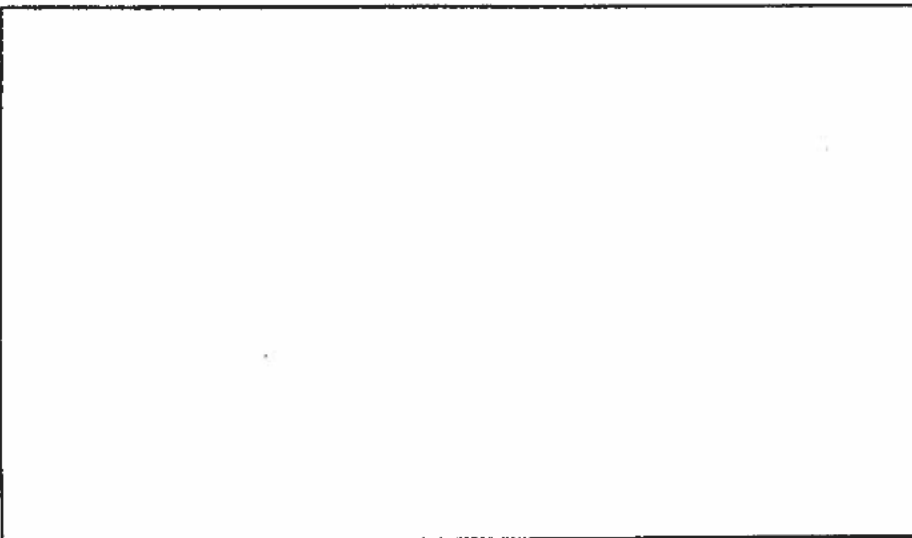
Value Indication \$422,652



COMPARABLE #5

Price \$
 Price/SF
 Date
 Age
 Room Count -
 Living Area

Value Indication \$



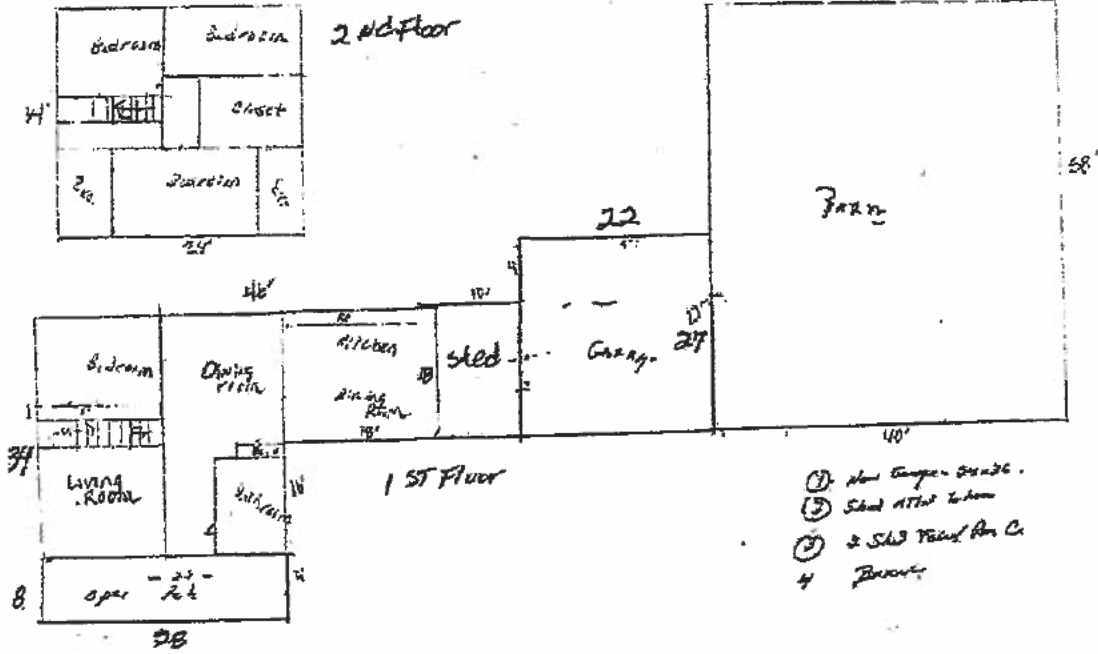
COMPARABLE #6

Price \$
 Price/SF
 Date
 Age
 Room Count -
 Living Area

Value Indication \$

SKETCH ADDENDUM

Intended User: **Sue, Scott & Michael Leahy & Kathi Plant**
 Property Address: **327 Kennebec River Road**
 City: **Emden** County: **Somerset** State: **ME** Zip Code: **04958**
 Client: **Attorney Paul Mills**



- ① New Garage 27x12
- ② Shed 12x12
- ③ 2nd Shed 12x12
- ④ Porch

Legal Description

Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills

NO TRANSFER TAX

Doc 31 12501
Bk: 3420 Pt: 67

WARRANTY DEED

Know all Persons by these Presents,

That we, Alex W. Leahy and F. Louise Leahy of Embden, County of Somerset, Maine, in consideration of valuable considerations, paid by Kathi Irvine, Sue Leahy, Scott Leahy, and Michael Leahy

whose mailing address is 327 Kennebec River Road Embden, Maine 04958

the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Kathi Irvine, Sue Leahy, Scott Leahy, and Michael Leahy the above and assigns forever,

A certain parcel of land and buildings thereon in Embden, Maine, and being situated on the westerly side of Highway route 201A and more particularly described in warrant deed from Doris Trasker by Donald Whittee, her power of attorney, to F. Louise Leahy and Alex W. Leahy, said deed is dated October 23, 2001, and recorded in Book 2868, Page 180 at the Somerset County Registry of Deeds. Reference is also made to a survey plan prepared by Scott Smith - surveyor, dated September 6, 2001, and entitled "Survey of land for Doris E. Trasker".

To have and to hold the above granted and bargained premises with all the privileges and appurtenances thereof to the said Kathi Irvine, Sue Leahy, Scott Leahy, and Michael Leahy and assigns to them and their heirs and assigns forever.

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

And we warrant that we have good right to sell and convey the same to the said Grantee to hold as aforesaid.

In Witness Whereof, we the said Alex W. Leahy and F. Louise Leahy have hereunto set our hand(s) and seal(s) this 5th day of December, 2004.

Signed, Sealed and Delivered in presence of
[Signatures]

Received Recorded Register of Deeds Dec 10 2004 09:18:45A Somerset County Bruce H Gordin
[Signature]

State of Maine, County of Somerset 5th December 6th 2004.

They personally appeared the above named Alex W. Leahy and F. Louise Leahy and acknowledged the foregoing instrument to be their free act and deed.

SEAL Before me, [Signature] Notary Public
Printed Name: Ronald C. Currier My Commission Expires October 3, 2011

Legal Description

Intended User Sue, Scott & Michael Leahy & Kathi Plant
 Property Address 327 Kennebec River Road
 City Emden County Somerset State ME Zip Code 04958
 Client Attorney Paul Mills

Doc # 16777
 Bk: 2604 Pt: 171

NO TRANSFER TAX

QUITCLAIM DEED WITHOUT COVENANT (RELEASE DEED)
 Maine Statutory Short Form

Know all Men by these Presents,

That We Alex W. Leahy and F. Louise Leahy

of Emden, County of Somerset, State of Maine,
 being unmarried, for consideration paid, release to Kathi Irvine, Sue Leahy, Scott Leahy and Michael Leahy

of Emden, County of Somerset, State of Maine,
 whose mailing address is
 327 Kennebec River Road
 Emden, Maine 04958

the land in Emden, County of Somerset,
 State of Maine, described as follows:

A certain lot of land with buildings thereon in Emden, Maine, as described in a Warranty Deed from Alex W. Leahy and F. Louise Leahy to Kathi Irvine, Sue Grant, Scott Leahy and Michael Leahy dated August 10, 1999 and recorded in the Somerset County Registry of Deeds in Book 2590, Page 079 and 080. Specifically, we release, void, and discharge the Life Estate as shown in said Warranty Deed dated 8/10/99, thence the said Life Estate shall no longer be valid nor effective.

Recorded
 Recorded Real Estate of Deeds
 Nov 08, 2004 02:00:15PM
 Somerset County
 Vienna S. Godin

~~Kathi~~

~~and her heirs, assigns, joint tenants, and assigns all rights to demand and all other rights.~~

Witness Their hand and seal this 2nd day of the month of
 November, 2004

Signed, Sealed and Delivered
 in presence of

Ronald G. Currier
Ronald G. Currier

Alex W. Leahy
 Alex Leahy
F. Louise Leahy
 F. Louise Leahy

State of Maine, County of Somerset

2nd, 15 2004

Then personally appeared the above named Alex Leahy and F. Louise Leahy

and acknowledged the foregoing instrument to be their free act and deed.

Before me,

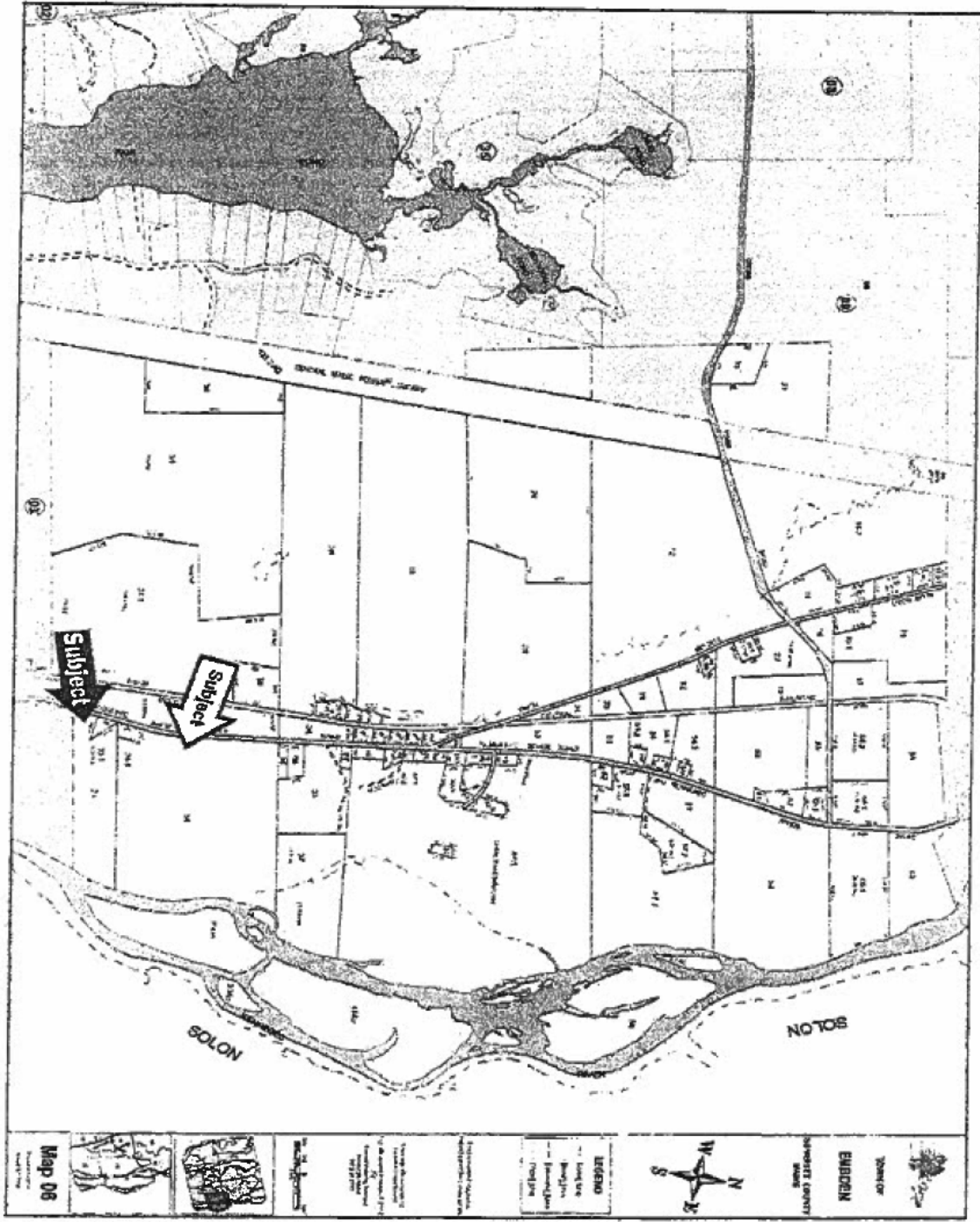
Ronald G. Currier
 Notary Public
 Ronald C. Currier

Printed Name: Ronald C. Currier
 Notary Public
 State of Maine
 My Commission Expires October 5, 2011

55AL

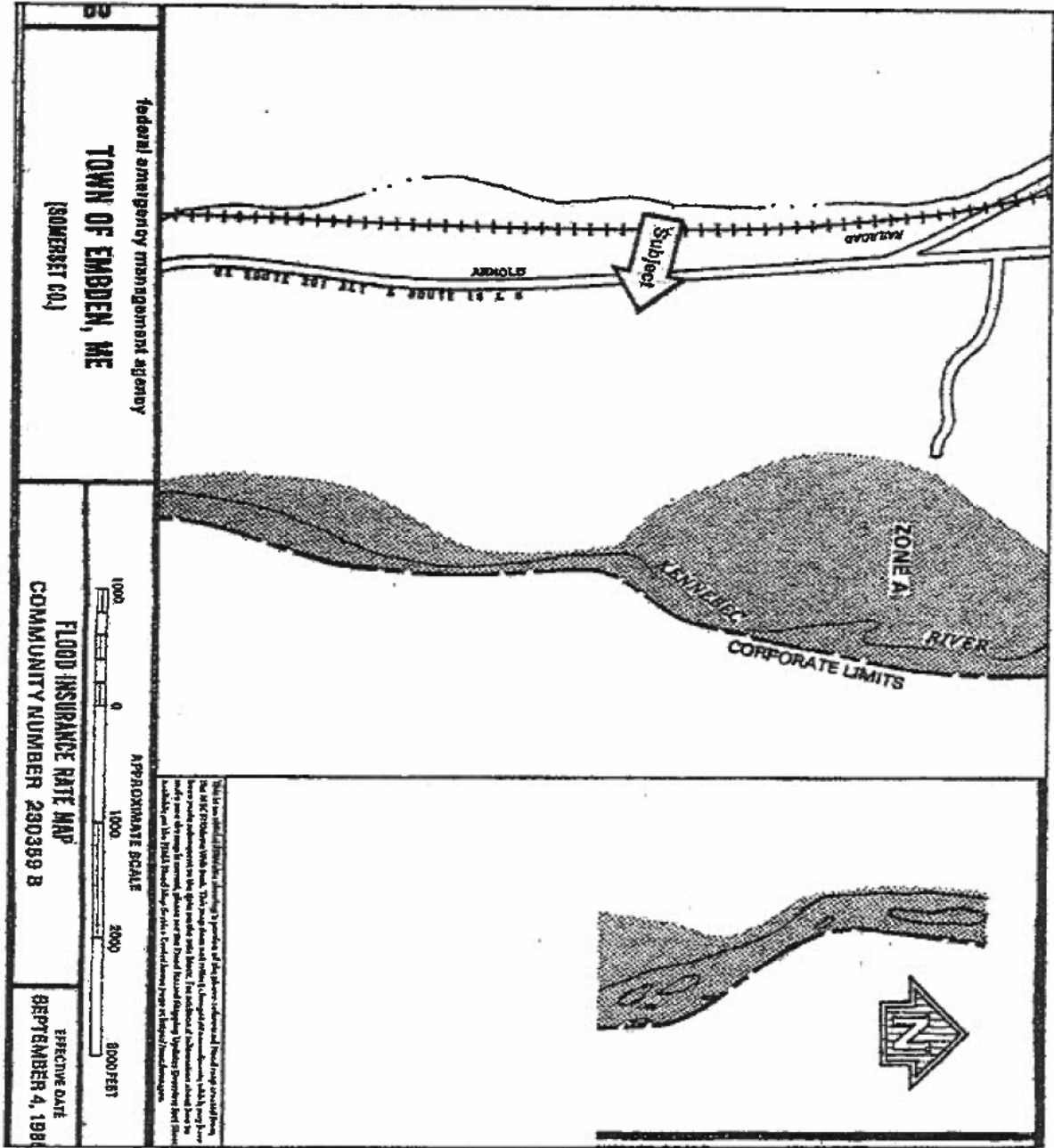
SITE PLAN

Intended User	Sue, Scott & Michael Leahy & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Emden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		



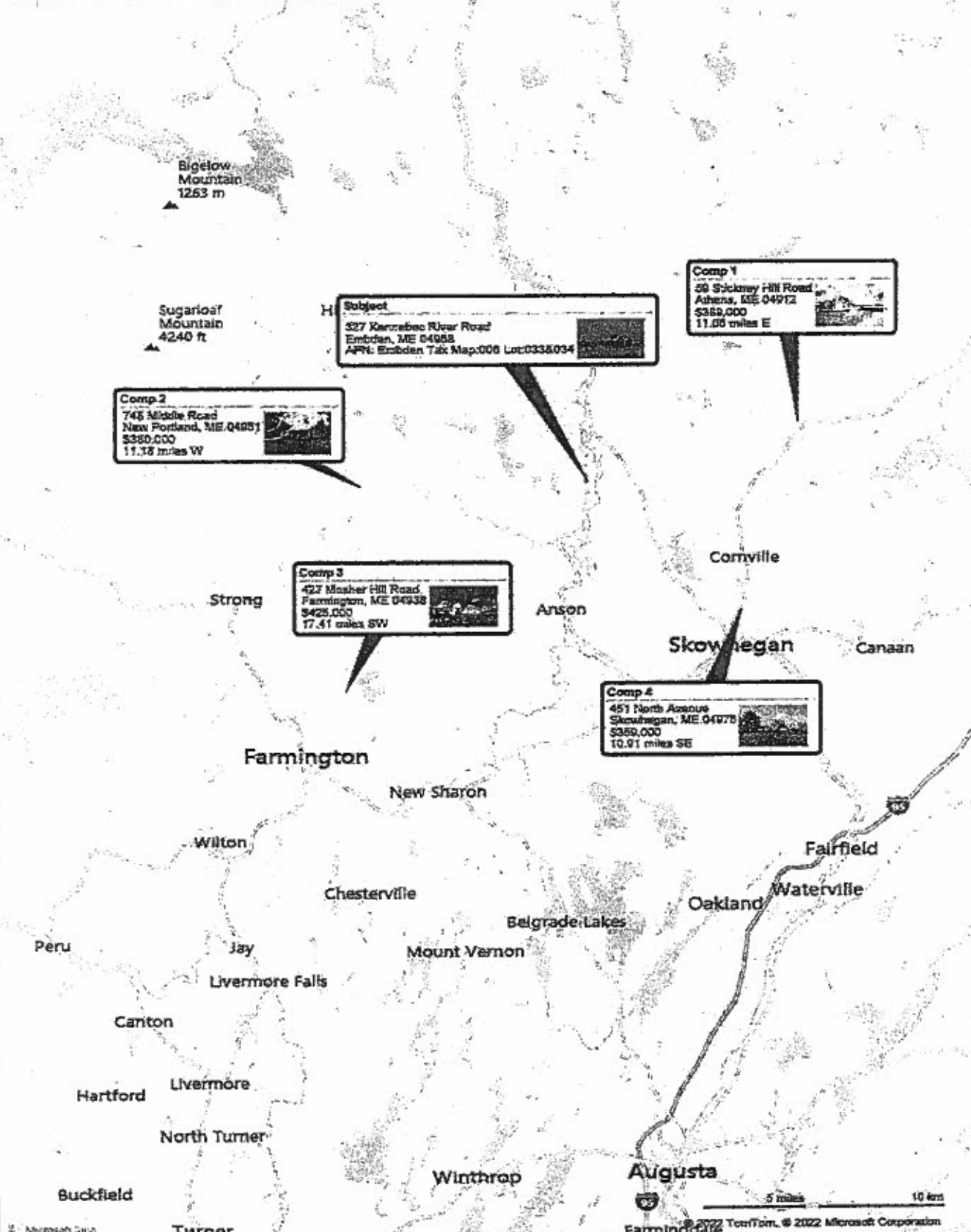
FLOOD MAP

Intended User: Sue, Scott & Michael Leahy & Kathi Plant
 Property Address: 327 Kennebec River Road
 City: Emden County: Somerset State: ME Zip Code: 04958
 Client: Attorney Paul Mills




Location Map

Intended User	Sue, Scott & Michael Leahy & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embsden	County	Somerset
		State	ME
		Zip Code	04958
Client	Attorney Paul Mills		



License

Intended User	Sue, Scott & Michael Lehay & Karbi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		



State of Maine
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD OF REAL ESTATE APPRAISERS


License Number CR683

Be it known that
VURLE C. JONES
has qualified as required by Title 32 MRS Chapter 123 and is licensed as:
CERTIFIED RESIDENTIAL APPRAISER

Anne L. Head
Commissioner

ISSUE DATE: December 10, 2021 EXPIRATION DATE: December 31, 2022

X Detach

 <p>STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION BOARD OF REAL ESTATE APPRAISERS</p> <p style="text-align: center;">License Number CR683 VURLE C. JONES CERTIFIED RESIDENTIAL APPRAISER</p> <p>ISSUED 12/10/2021 EXPIRES 12/31/2022</p>	<p style="text-align: center;">STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION 35 State House Station Augusta, Maine 04333-0035 (207) 624-5603</p> <p style="text-align: center;"><i>Anne L. Head</i> Commissioner</p>
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E&O Insurance

Intended User: Sue, Scott & Michael Leahy & Kathi Plant
 Property Address: 327 Kennebec River Road
 City: Embden County: Somerset State: ME Zip Code: 04958
 Client: Attorney Paul Mills

LIA Administrators & Insurance Services
APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY
DECLARATIONS



Aspen American Insurance Company

(Referred to below as the "Company")
 590 Madison Avenue, 7th Floor
 New York, NY 10022
 877-245-3510

Date Issued	Policy Number	Previous Policy Number
1/26/2022	AA1002297.07	AA1002297.06

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 130809 Name of Insured: JONES, VURLE APPRAISAL, LLC Vink C. Jones 911 Waterville Road Skowhegan, ME 04976	
2. Policy Period From: 02/06/2022 To: 02/06/2023 12:01 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1000 Each Claim	
4. Retroactive Date: 02/06/1998	
5. Inception Date: 02/06/2016	
6. Limits of Liability: A. \$500,000 Each Claim B. \$500,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceedings: \$7,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage	
7. Covered Professional Services (as defined in the Policy and/or by Endorsements)	
Real Estate Appraisal and Valuation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Residential Property:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Commercial Property:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bodily Injury and Property Damage Caused During Appraisal Inspection (\$100,000 Sub-Limit):	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement)



**SUMMARY APPRAISAL REPORT OF
THE PROPERTY LOCATED AT**

327 Kennebec River Road
Emden, ME 04958

as of
02/25/2022

for
Attorney Paul Mills
163 Main Street
Farmington, ME
04938

by
Vurle Jones Appraisal, LLC
905 Waterville Road
Skowhegan, ME 04976

Vurle Jones Appraisal, LLC
905 Waterville Road
Skowhegan, ME 04976
207-474-4360

June 1, 2022

Attorney Paul Mills
163 Main Street
Farmington, ME
04938

Property - 327 Kennebec River Road
Emden, ME 04958
Client - Sue, Scott & Michael Leahy&Kathi Plant
File No. - Y211221A
Case No. -

Dear Mr. Mills:

In accordance with your request, I have prepared an appraisal of the real property located at 327 Kennebec River Road , Emden, ME.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 02/25/2022 is :


\$200,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Vurle Jones Appraisal, LLC



Vurle C. Jones
ME Certification #CR00000000683

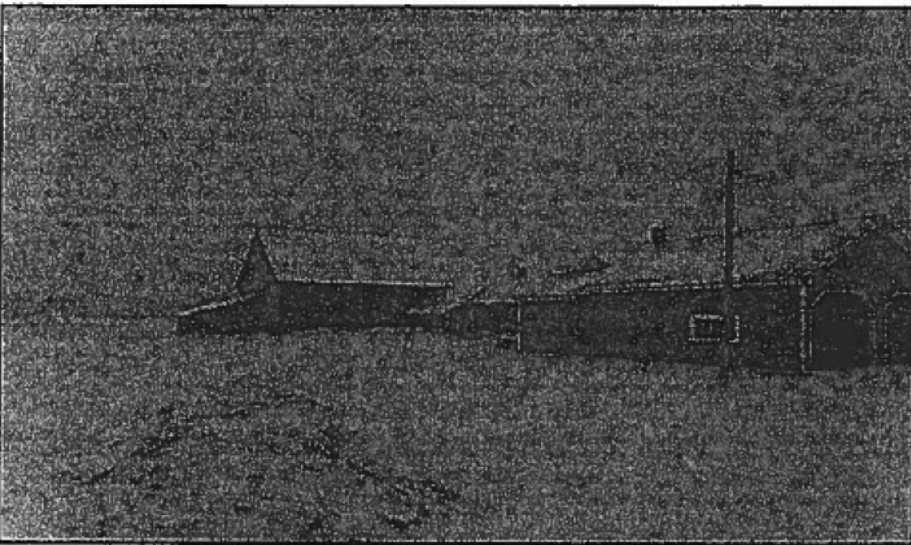
ME Certification #CR 683

PHOTOGRAPH ADDENDUM

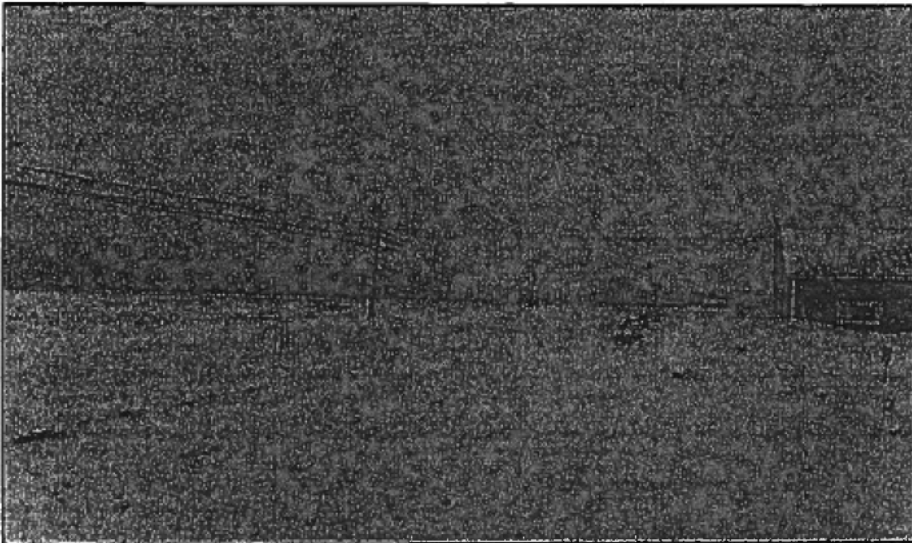
Intended User Sue, Scott & Michael Lehay & Kathi Plant
Property Address 327 Kennebec River Road
City Embsden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



FRONT VIEW OF
SUBJECT PROPERTY



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

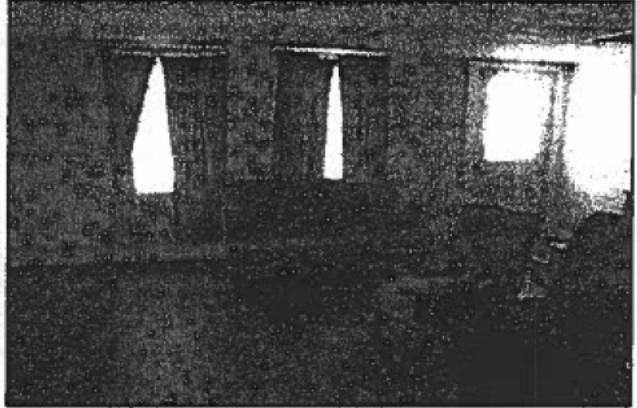
PHOTOGRAPH ADDENDUM

Intended User **Sue, Scott & Michael Leahy&Kathi Plant**
Property Address **327 Kennebec River Road**
City **Embden** County **Somerset** State **ME** Zip Code **04958**
Client **Attorney Paul Mills**

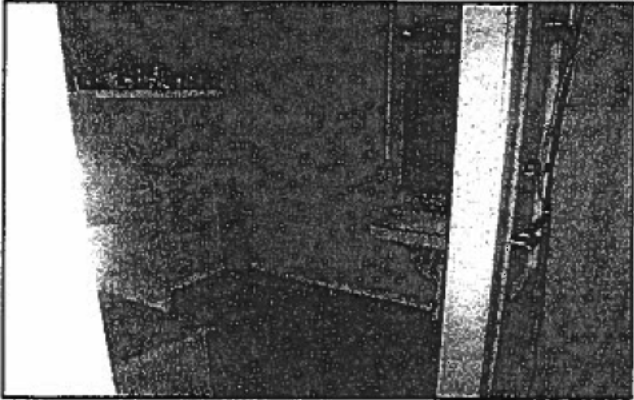
Kitchen



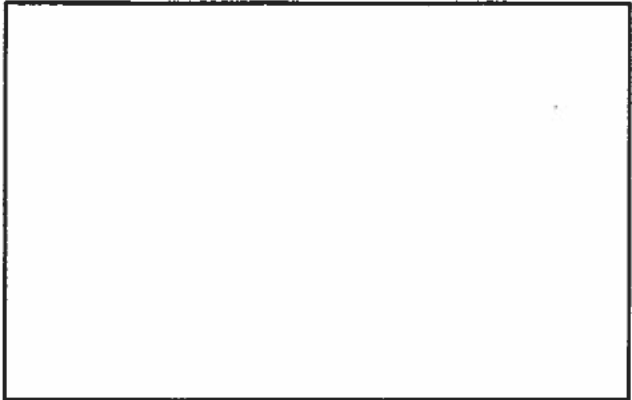
Main Living Area



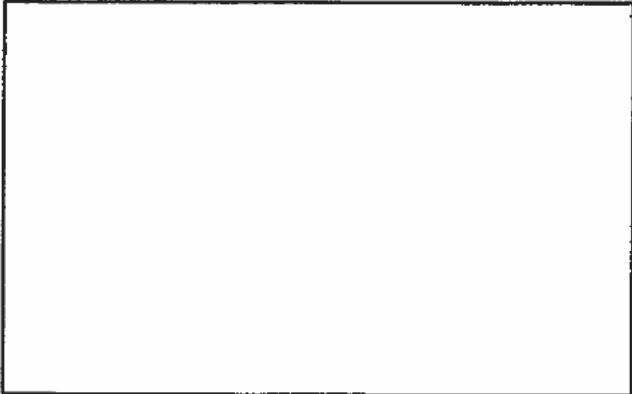
Master Bath



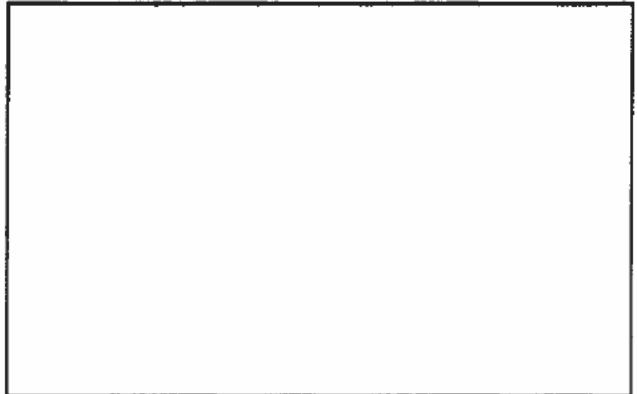
Bath #2



Bath #3



Bath #4



PHOTOGRAPH ADDENDUM

Intended User Sue, Scott & Michael Lehay & Kathi Plant

Property Address 327 Kennebec River Road

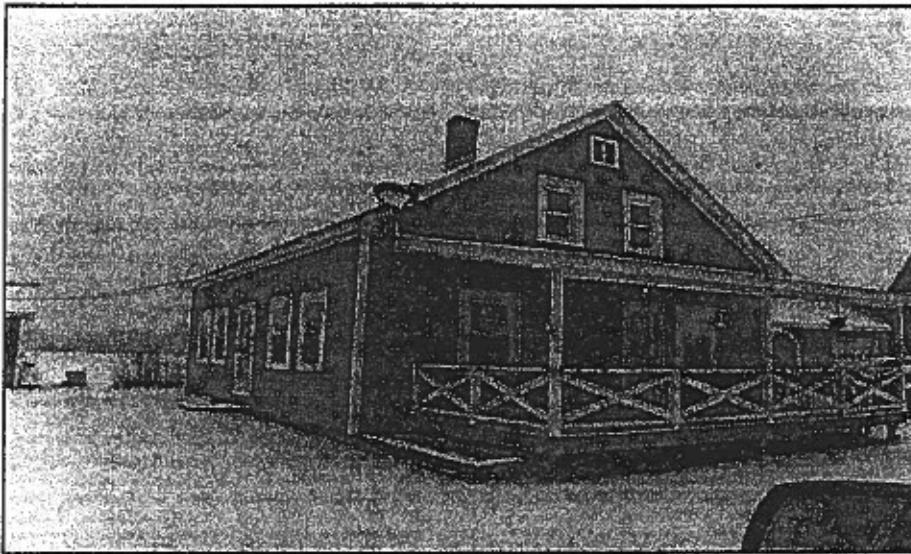
City Embden

County Somerset

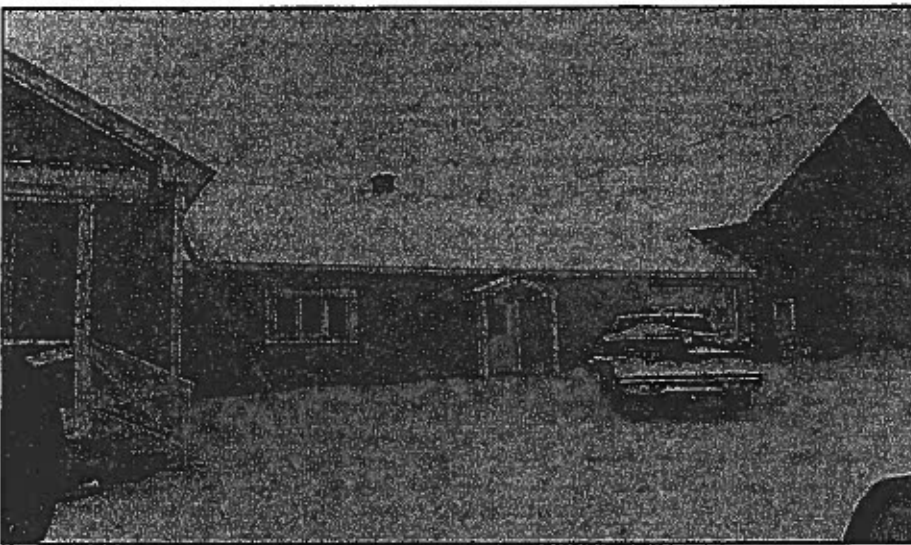
State ME

Zip Code 04958

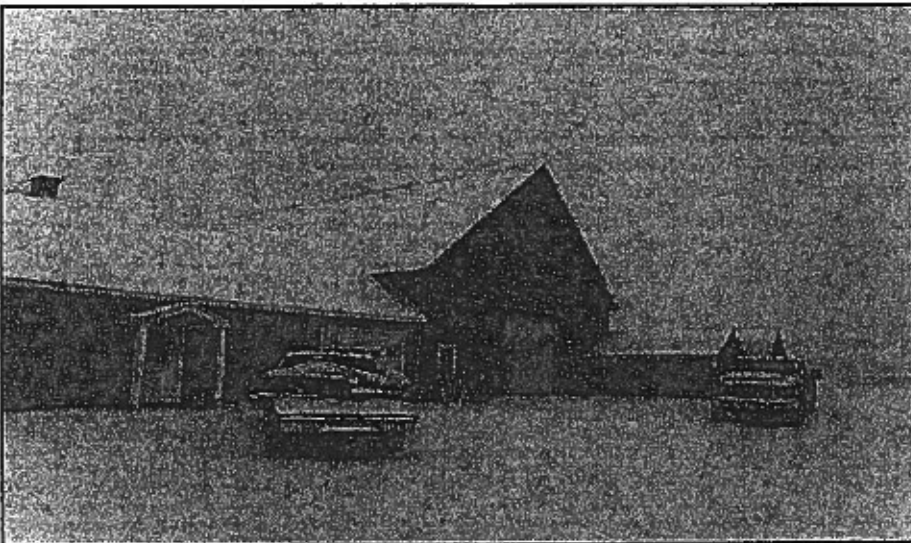
Client Attorney Paul Mills



Right Of Subject



Right Of Subject



Right Of Subject

PHOTOGRAPH ADDENDUM

Intended User Sue, Scott & Michael Lehay & Kathi Plant

Property Address 327 Kennebec River Road

City Embden

County Somerset

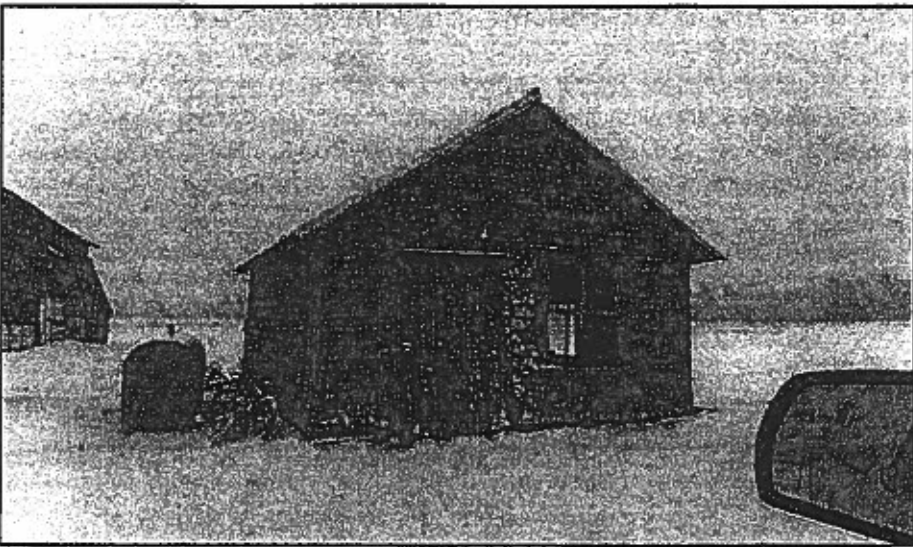
State ME

Zip Code 04958

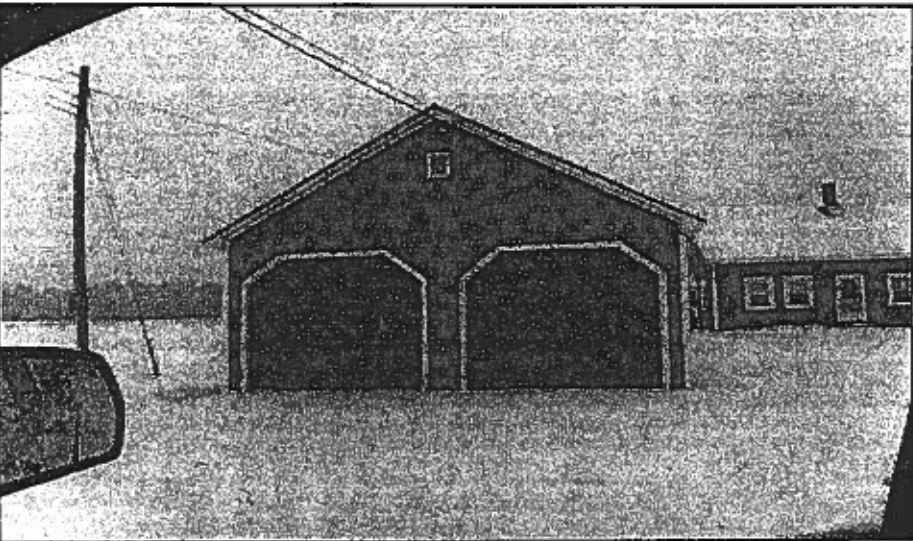
Client Attorney Paul Mills



Right Of Subject



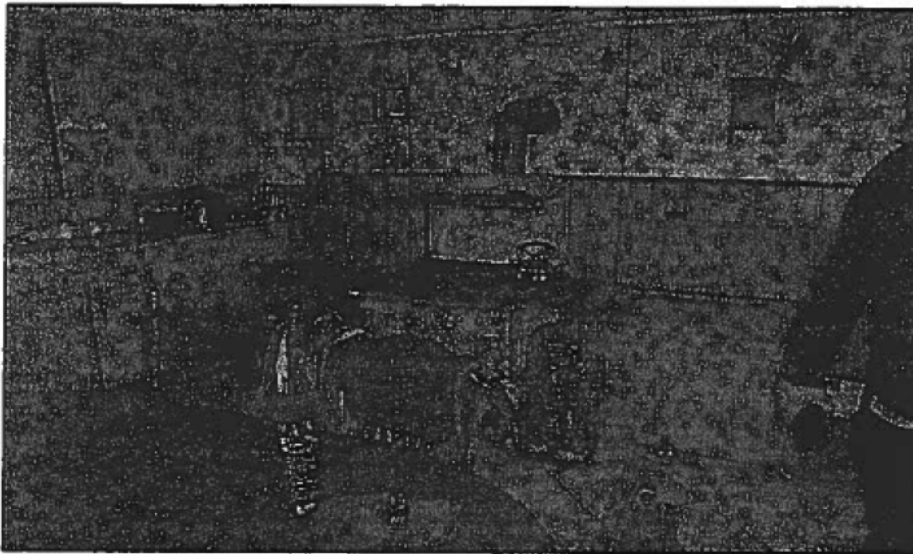
Shed



Detached Garage

PHOTOGRAPH ADDENDUM

Intended User **Sue, Scott & Michael Leahy & Kathi Plant**
Property Address **327 Kennebec River Road**
City **Emden** County **Somerset** State **ME** Zip Code **04958**
Client **Attorney Paul Mills**



Kitchen View-2



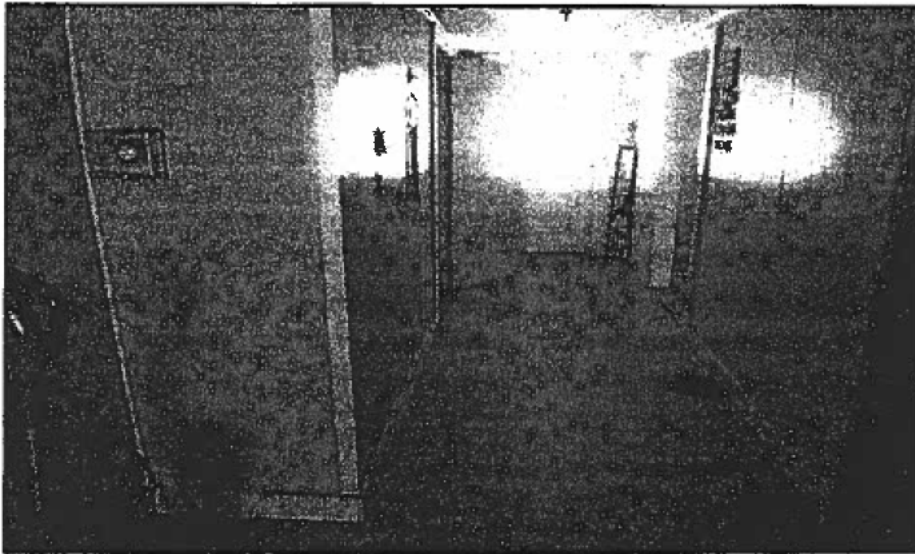
Dining Room



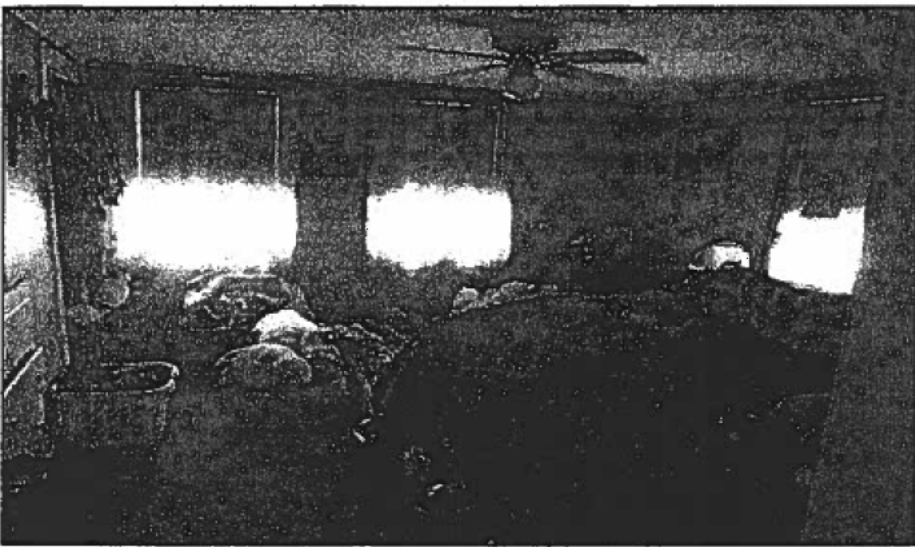
Laundry Area

PHOTOGRAPH ADDENDUM

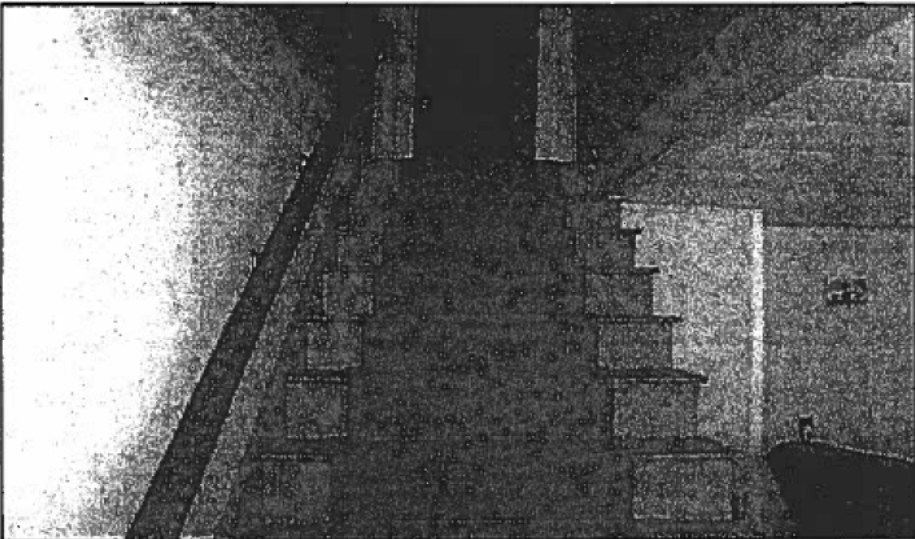
Intended User Srs. Scott & Michael Lehay&Kathi Plant
Property Address 327 Kennebec River Road
City Emden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Hall Way



Bedroom-1



To 2nd Floor

PHOTOGRAPH ADDENDUM

Intended User **Suc. Scott & Michael Leahy & Kahi Plant**

Property Address **327 Kennebec River Road**

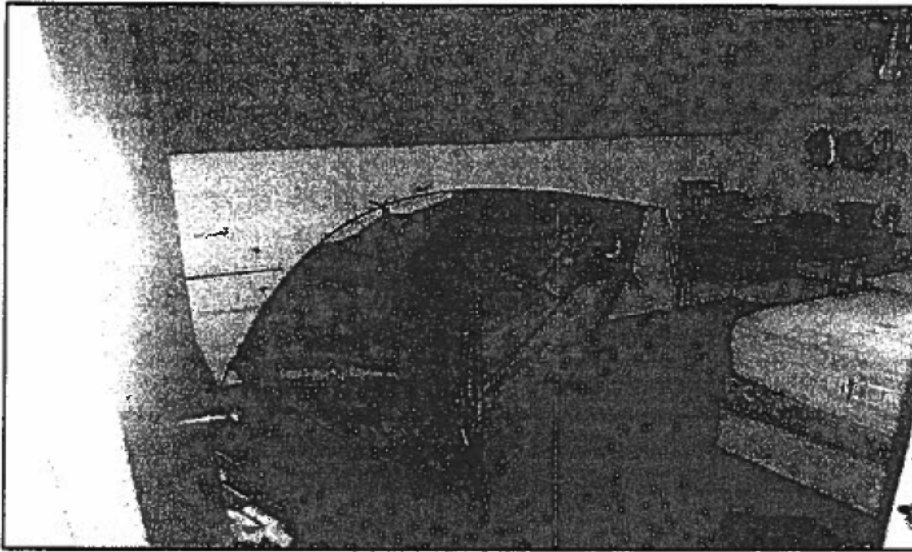
City **Emden**

County **Somerset**

State **ME**

Zip Code **04958**

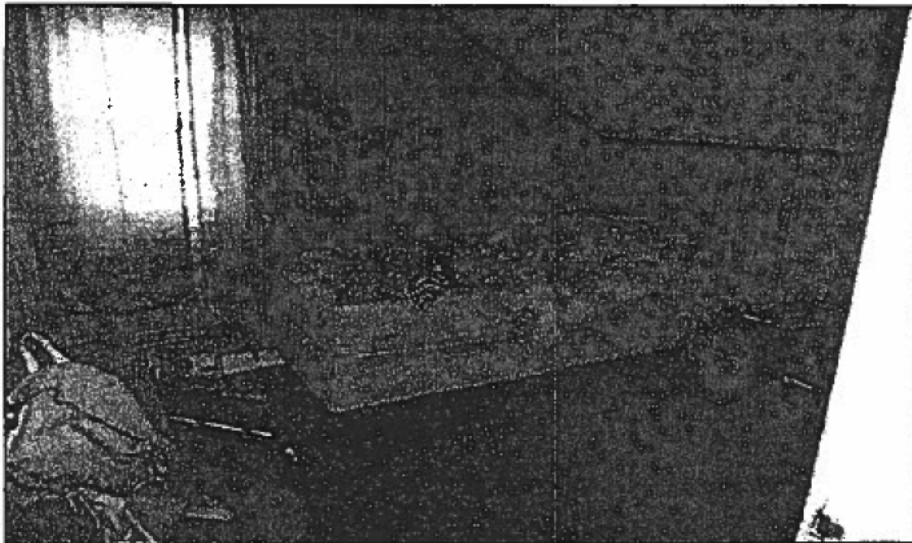
Client **Attorney Paul Mills**



Bedroom-2



Bedroom-3



Bedroom-4

PHOTOGRAPH ADDENDUM

Inbanded User Sue, Scott & Michael Lehay & Kathi Plant

Property Address 327 Kennebec River Road

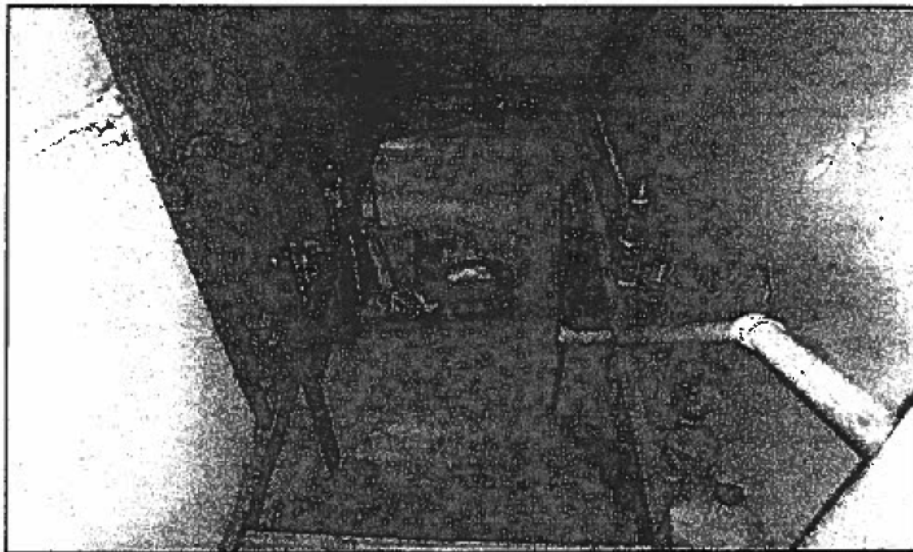
City Embden

County Somerset

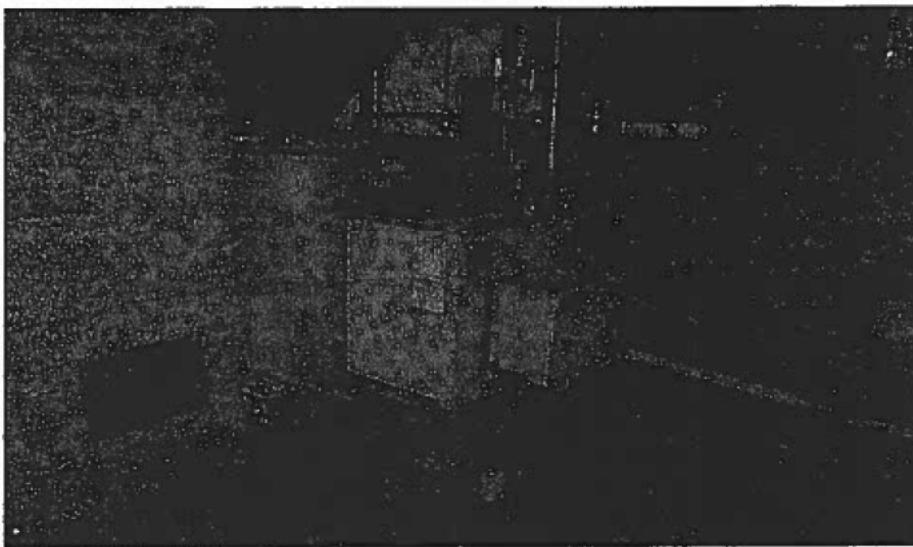
State ME

Zip Code 04958

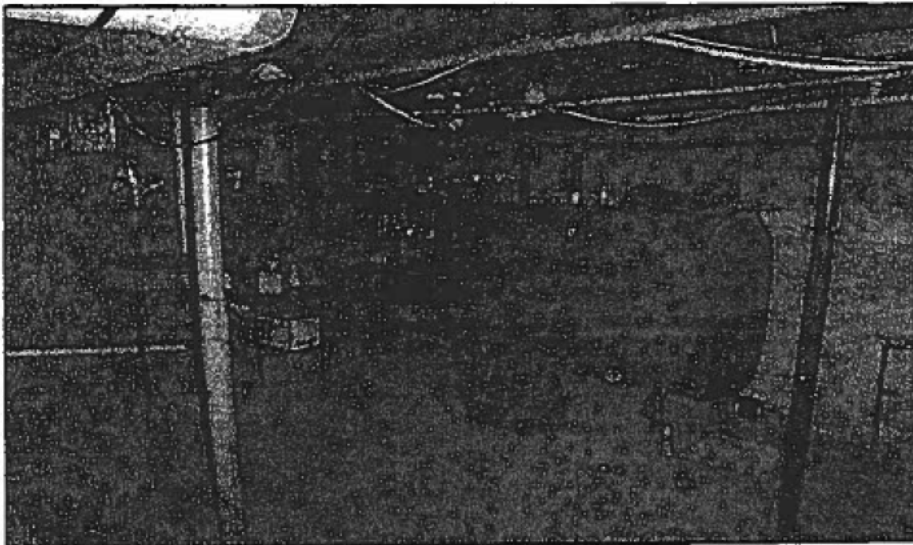
Client Attorney Paul Mills



To Basement



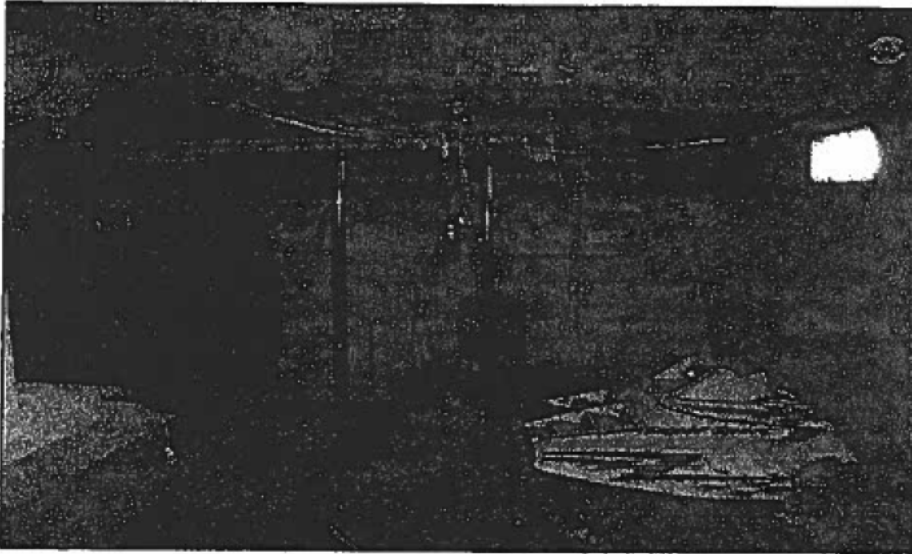
Basement Heating



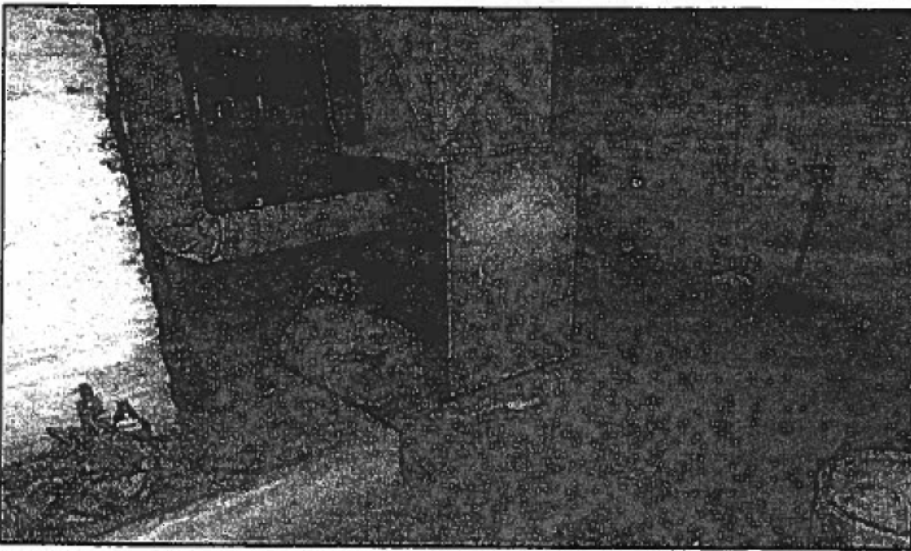
Basement Oil Tank

PHOTOGRAPH ADDENDUM

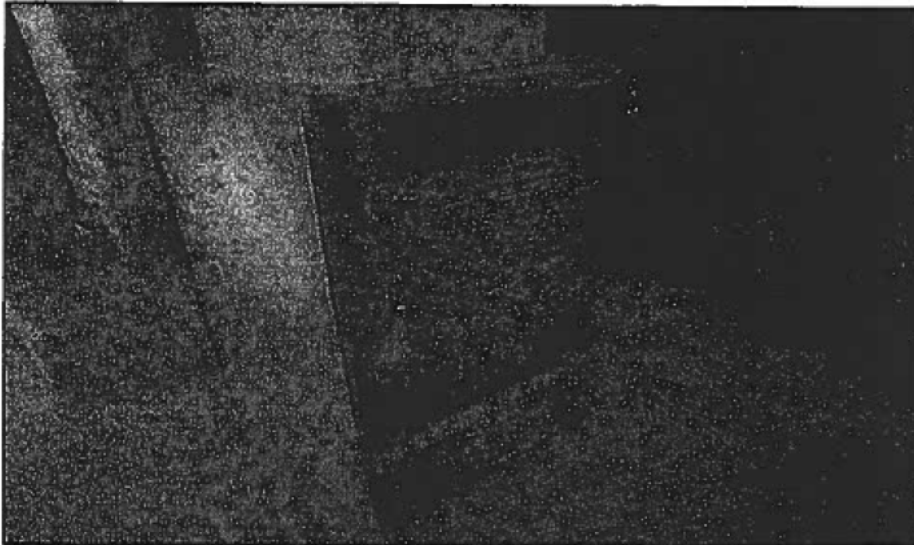
Intended User Sue, Scott & Michael Leahy & Kathi Plant
Property Address 327 Kennebec River Road
City Embden County Somerset State ME Zip Code 04958
Client Attorney Paul Mills



Basement Water Tank



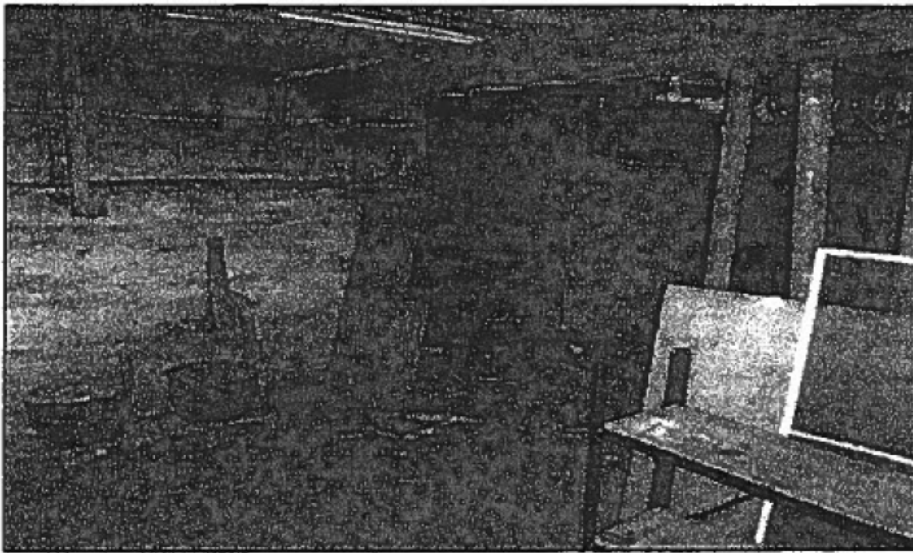
Basement Wood Stove



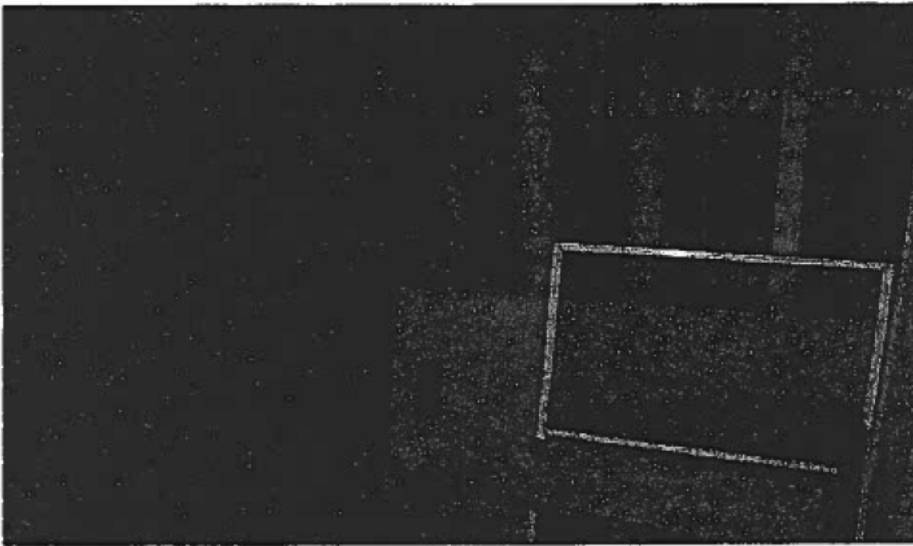
Basement Wood Stove

PHOTOGRAPH ADDENDUM

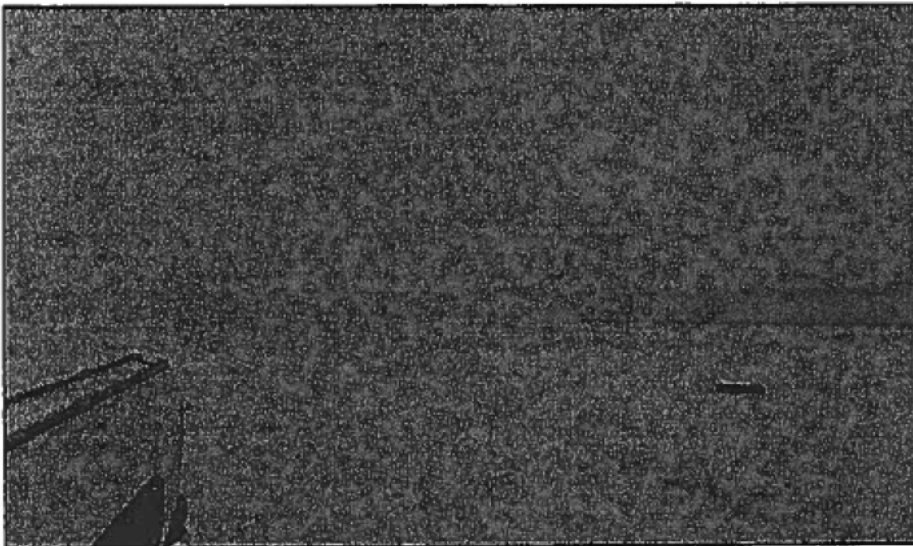
Intended User	Sue, Scott & Michael Leahy & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Emden	County	Somerset
		State	ME
		Zip Code	04958
Client	Attorney Paul Mills		



Basement



Basement



View From Property

Summary Appraisal Report

Uniform Residential Appraisal Report

File # Y211221A

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **327 Kennebec River Road** City **Embden** State **ME** Zip Code **04938**
 Owner **Sue, Scott & Michael LeHay&Kathi Plant** Intended User **Atty Paul Mills&Michael LeHay** County **Somerset**
 Legal Description **Recorded in the Somerset County Registry Book:3404&3420 Page:0191&0069**
 Assessor's Parcel # **Embden Tax Map:006 Lot:033&034** Tax Year **2021** R. E. Taxes **\$29,755.55**
 Neighborhood Name **Embden** Map Reference **Del 20 A-4** Census Tract **23-025-9663**
 Occupant Owner Tenant Vacant Special Assessments **\$N/A** PUD HOA **\$N/A** per year per month
 Property Rights Appraised Fee Simple Leasehold Other (describe)
 Intended Use: **Determine fair market value for court proceedings.**
 Client **Attorney Paul Mills** Address **163 Main Street, Farmington, ME 04938**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? Yes No
 Report data source(s) used, offering price(s), and date(s). **The subject has not been listed for sale in the past year and has not sold in the past 3 years per deed and MLS as of inspection date.**
 I did did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. **This is being done for court proceedings and there was no sales contract.**
 Contract Price **\$N/A** Date of Contract **N/A** Is the property seller the owner of public record? Yes No Data Source(s) **N/A**
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? Yes No
 If Yes, report the total dollar amount and describe the items to be paid: **N/A**

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends			One-Unit Housing		Percent Land Use %				
Location	Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Property Values	Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	PRICE	AGE	One-Unit	60.0 %		
Suilt-Up	Over 75%	<input checked="" type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	Demand/Supply	Shortage	<input checked="" type="checkbox"/> InBalance	<input type="checkbox"/> OverSupply	\$(000)	(yrs)	2-4 Unit	5.0 %		
Growth	Rapid	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Slow	Marketing Time	Under 3 mths	<input checked="" type="checkbox"/> 3-6 mths	<input type="checkbox"/> Over 6 mths	30+/-	Low	New	Multi-Family	5.0 %	
Neighborhood Boundaries Kennebec River-east; Jackin Brook-west; Station Rd- north;									500+	High	250+	Commercial	5.0 %
Weeks Dr-south. See maps for more details.									175	Pred.	60+/-	Other	25.0 %

Neighborhood Description **The neighborhood consists of a mixture of homes ranging both in style and price. Ranches, capes, mobile homes, colonials, and older New England style homes with garages and/or barns are common to this neighborhood.**
 *** See Additional Comments ***
 Market Conditions (including support for the above conclusions) **Demand and supply for the subject neighborhood is based on the balance between the number of homes sold in comparison to the number of homes available on the market. *** See Additional Comments *****

Dimensions **See Deed & Plat Map** Area **02.00 +/- acres** Shape **4 Sided - Typ** View **Fields&Woods**
 Specific Zoning Classification **No Zoning** Zoning Description **N/A**
 Zoning Compliance Legal Legal Nonconforming (Grandfathered Use) No Zoning Illegal (describe)
 Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? Yes No If No, describe
***The appraiser notes the the highest and best use for the subject property is as a single family residential home.**
 Utilities Public Other (describe) Public Other (describe) Off-site Improvements--Type Public Private
 Electricity Water Drilled Well Street Asphalt
 Gas None Sanitary Sewer Septic Alley None
 FEMA Special Flood Hazard Area Yes No FEMA Flood Zone **Zone X** FEMA Map No. **230359-0009 B** FEMA Map Date **09/04/1985**
 Are the utilities and off-site improvements typical for the market area? Yes No. If No, describe ***** See Additional Comments *****
 Are there any adverse site conditions or external factors (assessments, encroachments, environmental conditions, land uses, etc.)? Yes No If Yes, describe
None Noted

General Description		Foundation		Exterior Description		Materials/Condition		Interior		Materials/Condition	
Units	<input checked="" type="checkbox"/> One <input type="checkbox"/> One with Accessory Unit	Concrete Slab	<input checked="" type="checkbox"/> Craw Space	Foundation Walls	Concrete/Avg	Floors	Cprt&Inld/Avg				
# of Stories	1.50	Full Basement	<input checked="" type="checkbox"/> Partial Basement	Exterior Walls	Vinyl/Average	Walls	Plstr&Drywl/Avg				
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det/End Unit	Basement Area	952 sq. ft.	Roof Surface	Metal/Average	Trim/Finish	Wood/Avg				
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const		Basement Finish	None %	Gutters & Downspouts	None	Bath Floor	Inlaid/Avg				
Design (Style)	Cape	Outside Entry/Exit	<input checked="" type="checkbox"/> Sump Pump	Window Type	Dbl Hng-Reg/Avg	Bath Wainscot	Fbrgl/Avg				
Year Built	1800+/-	Evidence of Infestation		Storm Seal/Insulated	ThrmI-Rplc/Avg	Car Storage	None				
Effective Age (Yrs)	15	<input checked="" type="checkbox"/> Dampness <input checked="" type="checkbox"/> Settlement		Screens	Yes/Avg	Driveway # of Cars	6+				
Attic	<input type="checkbox"/> None	Heating	<input type="checkbox"/> FWA <input checked="" type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Amenities	<input checked="" type="checkbox"/> WoodStove(s)# 1	Driveway Surface	Gravel-Avg				
Drop Stair	<input type="checkbox"/> Stairs	Other	<input type="checkbox"/> Fuel Oil	Fireplace(s) #	<input type="checkbox"/> Fence	Garage # of Cars	3				
Floor	<input checked="" type="checkbox"/> Soutie	Cooling	Central Air Conditioning	Patio/Deck	<input checked="" type="checkbox"/> Porch Open	Carport # of Cars					
Finished	<input checked="" type="checkbox"/> Heated	Individual	Other	Pool	<input checked="" type="checkbox"/> Other Shd/Rm	Att. <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in					
Appliances	<input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range/Oven	Dishwasher	Disposal	Microwave	<input checked="" type="checkbox"/> Washer/Dryer	Other (describe)					

Finished area above grade contains: **7 Rooms 4 Bedrooms 1.00 Bath(s) 1,752 Square Feet of Gross Living Area Above Grade**
 Additional features (special energy efficient items, etc.) **The kitchen is noted to have ample cabinets made of average quality materials and finish. *** See Additional Comments *****
 Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). **Depreciation is estimated using the age-life method. Some curable depreciation/deferred maintenance was noted for the subject at the time of inspection. See additional comments...**
 Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes No
Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. * See Additional Comments *****
 Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes No If No, describe
The subject property is typical & conforms to other properties in the subject's neighborhood.

Summary Appraisal Report

Uniform Residential Appraisal Report

File # Y211221A

There are <u>N/A</u> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <u>N/A</u> to \$ <u>N/A</u>				
There are <u>6</u> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <u>177,000.00</u> to \$ <u>225,000.00</u>				
FEATURE	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
327 Kennebec River Road Address <u>Embden, ME 04958</u>	53 Fahi Pond Road North Anson, ME 04911	4 New Portland Road Anson, ME 04958	38 Drury Road Solon, ME 04979	
Proximity to Subject	<u>3.35 miles S</u>	<u>4.15 miles S</u>	<u>5.52 miles NE</u>	
Sale Price	\$ <u>177,000</u>	\$ <u>225,000</u>	\$ <u>199,000</u>	
Sale Price/Gross Liv. Area \$	<u>122.92</u> sq. ft.	<u>102.74</u> sq. ft.	<u>121.64</u> sq. ft.	
Data Source(s)	<u>MLS#1498404;DOM 0</u>	<u>MLS#1503707;DOM 14</u>	<u>MLS#1519147;DOM 51</u>	
Verification Source(s)	<u>Insp/Prev Appraisers Files</u>	<u>Town Tax Records</u>	<u>Town Tax Records</u>	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sale or Financing	<u>FHA Finance</u>	<u>Conv.Finance</u>	<u>Conv.Finance</u>	<u>Conv.Finance</u>
Concessions	<u>Fair Sale</u>	<u>Fair Sale</u>	<u>SellerPd\$10000</u>	
Date of Sale/Time	<u>06/25/2021</u>	<u>10/08/2021</u>	<u>05/18/2022</u>	
Location	<u>Average</u>	<u>N/A</u>	<u>-10,000</u>	<u>Average</u>
Leasehold/Fee Simple	<u>Fee Simple</u>	<u>Fee Simple</u>	<u>Fee Simple</u>	<u>Fee Simple</u>
Site	<u>02.00 Acres</u>	<u>00.94 Acres</u>	<u>+1,060</u>	<u>04.70 Acres</u>
View	<u>Fields&Woods</u>	<u>Woods&Pstrl</u>	<u>N/A</u>	<u>Woods</u>
Design (Style)	<u>Cape</u>	<u>Colonial</u>	<u>N/A</u>	<u>Cape</u>
Quality of Construction	<u>Average</u>	<u>Average</u>	<u>Average</u>	<u>Average</u>
Actual Age	<u>A 222 / E 15</u>	<u>A 97 / E 10</u>	<u>-5,000</u>	<u>A 221 / E 10</u>
Condition	<u>Average</u>	<u>Average</u>	<u>-5,000</u>	<u>Average</u>
Above Grade	<u>7</u> Total Bdrms. <u>4</u> Baths	<u>6</u> Total Bdrms. <u>3</u> Baths	<u>N/A</u>	<u>6</u> Total Bdrms. <u>3</u> Baths
Room Count	<u>7</u> <u>4</u> <u>1.00</u>	<u>6</u> <u>3</u> <u>1.00</u>	<u>N/A</u>	<u>10</u> <u>3</u> <u>1.2</u>
Gross Living Area	<u>1,752</u> sq. ft.	<u>1,440</u> sq. ft.	<u>+4,680</u>	<u>2,190</u> sq. ft.
Basement & Finished	<u>FullBasement</u>	<u>FullBasement</u>	<u>N/A</u>	<u>Part Basement</u>
Rooms Below Grade	<u>Unfinished</u>	<u>Unfinished</u>	<u>N/A</u>	<u>Unfinished</u>
Functional Utility	<u>Average</u>	<u>Average</u>	<u>Average</u>	<u>Average</u>
Heating/Cooling	<u>FHW/None</u>	<u>FHW/None</u>	<u>N/A</u>	<u>Monitor/None</u>
Energy Efficient Items	<u>WdFurnace</u>	<u>Monitor</u>	<u>+500</u>	<u>None</u>
Garage/Carport	<u>2CarDet&1CarAtt/Gar</u>	<u>2CarAtt/Gar</u>	<u>+5,000</u>	<u>1+CarAtt&2+CarDet/Gr</u>
Porch/Patio/Deck	<u>OpenPrch/WS</u>	<u>EnclsdPorch</u>	<u>+11,500</u>	<u>EnclsdPorch</u>
Amenities	<u>LgBarn/AttShed</u>	<u>LgDeck</u>	<u>+6,500</u>	<u>SmBarn/LgShed</u>
Amenities	<u>2Sheds-Fair</u>	<u>None</u>	<u>None</u>	<u>PoleShed/Deck</u>
Extras	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
Net Adjustment (Total)	<u>X</u> <u>-</u> <u>17,240</u>	<u>X</u> <u>-</u> <u>19,130</u>	<u>X</u> <u>-</u> <u>23,040</u>	
Adjusted Sale Price	<u>Net Adj. 9.74 %</u>	<u>Net Adj. 8.50 %</u>	<u>Net Adj. 11.58 %</u>	
of Comparables	<u>Gross Adj. 15.39 %</u>	<u>Gross Adj. 15.56 %</u>	<u>Gross Adj. 16.30 %</u>	
	<u>\$ 194,240</u>	<u>\$ 205,870</u>	<u>\$ 222,040</u>	
I <input checked="" type="checkbox"/> did not research the sale or transfer history of the subject property and comparable sales. If not, explain <u>The subject has not been listed for sale in the past year and has not sold in the past 3 years. The comparable sales have not sold 1 year prior to the date indicated in this appraisal.</u>				
My research <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
Data Source(s) <u>Borrower Deed,MLS and or town records</u>				
My research <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the comparable sales for the prior year to the date of sale of the comparable sale.				
Data Source(s) <u>MLS and/or town records.</u>				
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).				
ITEM	SUBJECT	COMPARABLE SALE #1	COMPARABLE SALE #2	COMPARABLE SALE #3
Date of Prior Sale/Transfer	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
Price of Prior Sale/Transfer	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
Data Source(s)	<u>Deed,Town,Borr,MLS</u>	<u>MLS &/or City Rds</u>	<u>MLS &/or Town Rds</u>	<u>MLS &/or Town Rds</u>
Effective Date of Data Source(s)	<u>05/30/2022</u>	<u>05/30/2022</u>	<u>05/30/2022</u>	<u>05/30/2022</u>
Analysis of prior sale or transfer history of the subject property and comparable sales <u>The subject has not been listed for sale in the past year and has not sold in the past 3 years. The comparable sales have not sold 1 year prior to the date indicated in this appraisal.</u>				
Summary of Sales Comparison Approach: COMPARABLES WEIGHTED WITHIN THE FINAL RECONCILIATION OF VALUE:				
<u>Many comparable sales were examined for the preparation of the appraisal report. The 6 comparable sales offered are considered to be the most representative and to be the best indicators of value regarding the subject property. All comparables were considered within the Final Reconciliation of Value because they bracket location, design, age, site size, etc. See additional comments...</u>				
Indicated Value by Sales Comparison Approach <u>\$200,000</u>				
Indicated Value by: Sales Comparison Approach <u>\$200,000</u> Cost Approach (if developed) <u>\$390,500</u> Income Approach (if developed) <u>\$N/A</u>				
<u>Ample sales provide the strongest support for the sales comparison approach. The appraiser utilized and considered the cost approach to provide additional checks and balances for a credible appraisal. *** See Additional Comments ***</u>				
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair. <u>The appraisal has been completed "as is" on the subjects condition at the time of inspection. *** See Additional Comments ***</u>				
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is <u>\$ 200,000</u> as of <u>02/25/2022</u> , which is the effective date of this appraisal.				

ADDITIONAL COMPARABLES

Intended User Sue Scott & Michael Lehav&Kathi Plant																	
Property Address 327 Kennebec River Road																	
City Embden			County Somerset			State ME			Zip Code 04958								
Client Attorney Paul Mills																	
FEATURE	SUBJECT		COMPARABLE SALE NO. 4			COMPARABLE SALE NO. 5			COMPARABLE SALE NO. 6								
327 Kennebec River Road	18 Union Street		101 North Main Street			685 Bingham Road											
Address	Embden, ME 04958		Anson, ME 04911			Solon, ME 04979			Bingham, ME 04920								
Proximity to Subject	4.14 miles S		3.29 miles N			8.07 miles N											
Sale Price	\$ 189,500		\$ 179,900			\$ 225,000											
Sale Price/Gross Liv. Area	\$ 86.14 sq. ft.		\$ 104.90 sq. ft.			\$ 144.23 sq. ft.											
Date Source(s)	MLS#1502550:DOM 6		MLS#1481404:DOM 24			MLS#1513123:DOM 66											
Verification Source(s)	Town Tax Records		Town Tax Records			Town Tax Records											
VALUE ADJUSTMENTS	DESCRIPTION		DESCRIPTION			DESCRIPTION			DESCRIPTION								
Sale or Financing	Conv.Finance		Estate Sale			Cash Sale											
Concessions	Fair Sale		Fair Sale			Fair Sale											
Date of Sale/Time	09/24/2021		05/14/2021			02/02/2022											
Location	Average		Average			Average											
Leasehold/Fee Simple	Fee Simple		Fee Simple			Fee Simple											
Site	02.00 Acres		01.67 Acres +330			02.00 Acres N/A											
View	Fields&Woods		Nghbrs&St			Woods											
Design (Style)	Cape		Cape			Cape											
Quality of Construction	Average		Average			Average											
Actual Age	A 222 / E 15		A 170 / E 10 -5,000			A 122 / E 10 -5,000											
Condition	Average		Average			Average											
Above Grade	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths	Total	Bdrms.	Baths					
Room Count	7	4	1.00	8	3	3.00	9	5	1.00	7	2	1.00					
Gross Living Area	1,752 sq. ft.		2,200 sq. ft. -6,720			1,715 sq. ft. +555			1,560 sq. ft. +2,880								
Basement & Finished	FullBasement		Part Basement +2,500			FullBasement N/A			FullBasement N/A								
Rooms Below Grade	Unfinished		Unfinished N/A			Part Finished -2,500			Unfinished N/A								
Functional Utility	Average		Average			Average											
Heating/Cooling	FHW/None		FHW/None			FHW/FCA -1,000			Monitor/None +1,000								
Energy Efficient Items	WdFurnace		None +500			None +500			None +500								
Garage/Carport	2CrDet&1CrAtt/Gr		2+CarAtt/Gr-Brn +3,000			1CrAtt&1+CrDr/Gr +4,000			2Cr&3CrDr/Gr -10,000								
Porch/Patio/Deck	OpenPorch/WS		OpenPorch/FP +7,500			EnclsdPorch +11,500			Encl&OppPorch +5,500								
Amenities	LgBarn/AttShed		GasStv/LgShed			Hrth/Frnc			LgDeck/Hrth								
Amenities	2Sheds-Fair		None			None			3LgSheds/WS								
Extras	None		None			None			OD-Gen								
Net Adjustment (Total)	-		+ [X] - \$ -1,890			+ [X] - \$ 13,055			- [X] - \$ -5,120								
Adjusted Sale Price of Comparables	Net Adj. 1.00 %		Gross Adj. 15.59 % \$ 187,610			Net Adj. 7.26 %			Gross Adj. 11.15 % \$ 192,955			Net Adj. 2.28 %			Gross Adj. 11.06 % \$ 219,880		
ITEM	SUBJECT		COMPARABLE SALE #4			COMPARABLE SALE #5			COMPARABLE SALE #6								
Date of Prior Sale/Transfer	None		None			None			None								
Price of Prior Sale/Transfer	None		None			None			None								
Date Source(s)	Deed, Town, Borr, MLS		MLS &/or Town Rcrds			MLS &/or Town Rcrds			MLS &/or Town Rcrds								
Effective Date of Data Source(s)	05/30/2022		05/30/2022			05/30/2022			05/30/2022								
Comment on Sales Comparison	Comparable sale 4, 5 & 6 were added to give additional support to this appraisal report.																
<p>Comparables sales over one mile away were used because they are the best available in this suburban type area. Expanding the search to a radius greater than one mile developed sales that are still within the same market. These sales are the best comparable sales to the subject property and are therefore used in this report.</p>																	
<p>AGE ADJUSTMENT: Condition of a structure can be separated into curable and incurable depreciation. To prohibit any confusion, all incurable depreciation will be considered under item noted as age, which will indicate the actual and effective age of the subject and comparable sales utilized. The condition adjustment is limited to items not considered in the indicated effective age for the subject or comparable sale. Although the effective has been determined for the subject, the appraiser was unable to inspect the interior of the comparable sales. The effective age noted for them is more of a reflection of their comparison to the subject based on information taken from the source and verification source of the comparable.</p>																	
<p>A thorough search for comparable sales was made in this market area. Comparable sales that sold within 6 months of the appraisal date were significantly different in location, size, physical characteristics, age, condition, etc. In the appraiser's judgement, the comparable sales selected are a better indication of the subject's value than more recent sales.</p>																	
<p>DESIGN AND APPEAL: The appraiser has utilized comparable sales which are different in structural design. However, the comparable sales are considered competing properties by evidence found within the market.</p>																	

Uniform Residential Appraisal Report

File # Y211221A

The appraiser certifies and agrees that this appraisal was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

ADDITIONAL COMMENTS

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

The site value is based on extractions from comparable sales used in this report, as well as abstractions done currently and in the past. The appraiser also looks at current MLS comparable land sales in the subject properties market area.

COST APPROACH

ESTIMATED	REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE.....	= \$ 28,000
Source of cost data	Marshall & Swift Handbook		Dwelling	1,752 Sq. Ft. @ \$ 160.00 = \$ 280,320
Quality rating from cost service	Avg	Effective date of cost data 06/2021	BSMT	952 Sq. Ft. @ \$ 20.50 = \$ 19,516
Comments on Cost Approach (gross living area calculations, depreciation, etc.)			Amenities	= \$ 125,000
The cost estimate information is based on the Marshall & Swift Residential Handbook and based on average construction. The site value is based on extractions on comparables utilized in this report and abstractions done currently and in the past. The appraiser also analyzes current & past land sales to develop site values			Garage/Carport	1,458 Sq. Ft. @ \$ 36.50 = \$ 53,217
			Total Estimate of Cost-New	= \$ 478,053
			Less	Physical Functional External
			Depreciation	130,508 = \$ (130,508)
			Depreciated Cost of Improvements	= \$ 347,545
			'As-Is' Value of Site Improvements	= \$ 15,000
Estimated Remaining Economic Life (HUD and VA only) 40 Years			Indicated Value By Cost Approach	= \$ 390,545

INCOME

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$ N/A X Gross Rent Multiplier N/A = \$ N/A Indicated Value by Income Approach
 Summary of Income Approach (including support for market rent and GRM) *** See Additional Comments ***

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? Yes No Unit type(s) Detached Attached
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.
 Legal name of project N/A
 Total number of phases Total number of units N/A Total number of units sold
 Total number of units rented Total number of units for sale N/A Data Source(s)
 Was the project created by the conversion of existing building(s) into a PUD? Yes No If Yes, date of conversion
 Does the project contain any multi-dwelling units? Yes No Data Source(s)
 Are the units, common elements, and recreation facilities complete? Yes No If No, describe the status of completion.
 Are the common elements leased to or by the Homeowners' Association? Yes No If Yes, describe the rental terms and options.
 Describe common elements and recreational facilities

Uniform Residential Appraisal Report

File# Y211221A

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

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APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event.
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Uniform Residential Appraisal Report

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- 20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
- 21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature *Vurle C. Jones*
 Name Vurle C. Jones
 Company Name Vurle Jones Appraisal, LLC
 Company Address 905 Waterville Road
Skowhegan, ME 04976
 Telephone Number 207-474-4360
 Email Address vjones@vurlejonesappraisal.com
 Date of Signature and Report 06/01/2022
 Effective Date of Appraisal 02/25/2022
 State Certification # CR000000000683
 or State License # _____
 or Other _____
 State ME
 Expiration Date of Certification or License 12/31/2022

ADDRESS OF PROPERTY APPRAISED
327 Kennebec River Road
Emden, ME 04958
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 200,000
 CLIENT
 Name Mr. Paul Mills
 Company Name Attorney Paul Mills
 Company Address 163 Main Street
Farmington, ME 04938
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- Did not inspect subject property
- Did inspect exterior of subject property from street
 Date of Inspection _____
- Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street
 Date of Inspection _____

ADDITIONAL COMMENTS

Intended User	Sue, Scott & Michael LeHay & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

SCOPE OF APPRAISAL

*The scope of this assignment is specific to the needs of the client/ intended user Attorney Paul Mills and his client Michael LeHay. The appraiser notes the intended use is to assist Attorney Paul Mills and his client Michael LeHay in determining fair market value for the subject property for court proceedings. No other intended user has been identified by the appraiser. No parties should rely upon this report as a home inspection or an insurance valuation. Other parties may choose to rely upon this report, but the appraiser is not responsible for it's use by parties other than the client/intended user(s).

*The scope of the analysis is the depth of the research that went into the identifying and the subject property. The scope of work includes an inspection of the subject site and all improvements to the site if applicable. This includes an inspection of the interior and exterior of all structures on the subject property. In addition to gathering information on the subject property the appraiser researches all sales and listings and selects the best comparable sales. The appraiser verifies and analyzes the comparable sales data, in developing the sales comparison approach to value. (The appraiser has not utilized the cost & income approaches to value, due to the limited nature of this report.) The scope of the work is partially based on the use of the report, the guidelines provide by the lender/client, and the guidelines of the secondary market (if applicable). The agreed upon fee has a direct correlation to the time and depth of the research that was agreed on by the client and appraiser. Its important to note that all though there are written guidelines, there is some confusion as to interpretation of these guidelines. It is the practice of this appraisal firm to refer to the FHA/HUD Manual 4000.1 and "Harrison's Illustrated Guide" for interpretation of these guidelines and contact the lender whenever there is a question regarding interpretation..

* The appraiser is not a professional building inspector and does not hold himself out to the public as such. The inspection includes readily observable items and observations. This report does not include activation or testing of mechanical systems or non readily observable items. The term "inspection" as used in the report, is not the same level of inspection that is required by a "professional home inspection". The appraiser is not qualified to fully inspect the electrical system, plumbing system, foundation system, floor structure, subflooring, or any other mechanical systems that are present. The appraiser is not an expert in construction materials and the only purpose of this appraisal is to make an economic evaluation of the subject property. If the client wants a more detailed inspection, the appraiser recommends having a home inspection done by a professional home inspector.

* The discovery of potentially adverse neighborhood influences such as but not limited to criminal activity, interim rehabilitation facilities, half way houses, registered sex offenders, is outside the scope of this assignment.

*The appraiser notes that he does not fully inspect attic & crawl spaces. Inspections of these area's are only completed when there is proper access.

*I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

LEGAL DESCRIPTION

The appraiser has given the appropriate census track number. It should be noted that the first set of digits "23" identify the state of Maine, the second digits "025" identify the county of Somerset, and the last digits "9663" identify the town of Embden where the subject is located.

The indicated taxes for the subject appear to be adequate and typical of homes with the same physical characteristics and in the same municipality.

ADDITIONAL COMMENTS

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Intended User Sue, Scott & Michael Lebay & Kathi Plant

Property Address 327 Kennebec River Road

City Embden

County Somerset

State ME

Zip Code 04958

Client

Attorney Paul Mills

NEIGHBORHOOD BOUNDARIES

The boundaries of the subject neighborhood comprise of a large area. Some neighborhoods comprise of the whole towns. This is typical of a neighborhoods like that of the subject's that are suburban in nature. The subjects neighborhood is considered the town of Embden, and bordering towns which are: Concord; North, Anson; South, Solon; East, and New Portland; West.

The neighborhood consist of a mixture of homes ranging both in style and price range. Ranches, capes colonials, and older New England style homes with garages and or barns are common to this neighborhood.

NEIGHBORHOOD DESCRIPTION

Major employers for the area are SAPPI Paper Mill, Redington Fairview General Hospital, New Balance Shoe, Backyard Farms to name a few. The employment centers for the area are Madison, Skowhegan, Waterville, Farmington. Embden is also located within 30 miles from a major highway, Interstate 95, which gives it easy commuting to other major cities, and employment centers such as Bangor, and Augusta. The subject property is not located in an area where amenities, such as schools, shopping centers, fire, and police protection are readily available, but is located within 15 miles of major employment centers that do provide these amenities.

MARKET CONDITIONS

Marketing time is the period between the date a property is offered for sale to the date it actually sold. Multiple listing information reviewed typically gives the period of time from the date listed to the date under contract. The appraiser has considered this information and information derived from local realtors, when confirming the comparable sales used in this report. This appraiser feels based on conversations with realtors and review of local MLS that marketing time of 3 to 6+/- months best describes the current marketing time.

Homes in this and competing neighborhoods are typically being financed with the buyer borrowing 80 % to 90 % of the purchase price. Interest rates are typically noted as being between 3 % and 9 % with the seller or buyer paying 2 to 3 points for loan discounts or interest buy downs. Since these sales concessions are noted in virtually all property sales the appraiser does not consider these concessions to have a direct effect on the selling price of a property in the specific market noted for the subject property.

Based upon the analysis detailed in this report, the appraiser estimated a reasonable exposure time to be about 3 to 6+/- months for the subject property at the opinion of market value reported herein.

ZONING COMPLIANCE

* The town that the subject property is located in does not have a local zoning ordinance. The subject property therefore is not covered by a local zoning ordinance. This is typical of the neighborhood and does not have an adverse effect on marketability.

HIGHEST AND BEST USE

*The subject properties current use is as a seasonal single family residential home and it's highest and best use is as a seasonal single family residential home, because that is it's greatest conformity and will bring the highest return. The appraiser used the highest and best use tests described in USPAP in developing the subject's highest and best use.

ARE UTILITIES / OFF-SITE IMPROVEMENTS TYPICAL

The subject property does not have access to public water and sewer lines, so there is a private well and septic located on the subject property. On the day of inspection there were no visible signs of contamination or

ADDITIONAL COMMENTS
Page 3

Intended User	Sun. Scott & Michael Lehay & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
		State	ME
Client	Attorney Paul Mills		Zip Code 04958

seepage. This is typical of the area and does not have adverse effect on marketability.

ADDITIONAL FEATURES

Under the subject's improvements, in the kitchen area, the appraiser has considered only those items which are fixtures. Items which are considered fixtures are noted with an X and those which are considered personal property are indicated with a P. Only those items with an X are considered in the valuation.

The subject has a full foundation under the main house and a crawl space under the addition. Therefore, the foundation of the subject property is not technically a full basement. However, the market would consider the foundation functionally a full basement.

* There is evidence of dampness in the basement. Its source could not be determined by the appraiser upon inspection. The dampness is minimal and should be noted that it is typical for homes such as the subject's to have some seasonal seepage into the basement. This type of dampness is typical of older homes and does not have an adverse effect on the subject's marketability.

* The appraiser notes that some settlement has occurred with the subject property. A deduction from value may be made for the evidence of settlement. This adjustment will be made by the appraiser considering this factor in the subjects effective age. Any adjustments involving the settlement will be made when adjusting the condition section of the market & cost approach. The appraiser does not believe it is necessary to have a qualified structural engineer inspect the subject home. This type of settlement is typical of older homes and does not have an adverse effect on the subject's marketability

PROPERTY CONDITION

Economic life is the period over which improvements to real estate contribute to property value. Remaining economic life is the estimated period over which improvements continue to contribute to property value. Actual age is the number of years that have elapsed since an original structure was built. Effective age is the age indicated by the condition and utility of a structure.

The subject properties chronological age is 222+/- years old. The appraiser estimates the effective age based on the condition and maintenance of the subject property at the time of inspection. Deferred maintenance was noted in the form of some repairs such as some cosmetic and general repairs and updating where needed. These items have been considered and adjusted for within the determined effective age of the subject property. The remaining incurable physical depreciation is typical and normal for a home of the subject's age. The appraiser has considered the subject to be adequately maintained and in average repair. The appraiser estimates the effective age to be 15 years old after considering and adjusting for the deferred maintenance. No functional obsolescence was noted at the time of inspection and no external depreciation noted that would not be reflected in the determined typical economic life noted for the area.

PHYSICAL DEFICIENCIES AND / OR ADVERSE CONDITIONS

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect these substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, PCBS, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material in or on the property that would cause a loss of value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge to discover them.

ADDITIONAL COMMENTS
Page 4

Intended User	Sue, Scott & Michael Leahy & Kathi Plant					
Property Address	327 Kennebec River Road					
City	Embden	County	Somerset	State	ME	
Client	Attorney Paul Mills				Zip Code	04958

* The appraiser notes due to the age of the structure lead based paint may or may not be present. If lead paint is present, improvements completed on the subject property requires a lead smart renovator on any work that may disturb paint surfaces. If any of these area's are going to be disturbed, further evaluation by a licensed professional may be needed.

SALES COMPARISON APPROACH

Comparables sales over one mile away were used because they are the best available in this suburban type area. Expanding the search to a radius greater than one mile developed sales that are still within the same market. These sales are the best comparable sales to the subject property and are therefore used in this report.

AGE ADJUSTMENT: Condition of a structure can be separated into curable and incurable depreciation. To prohibit any confusion, all incurable depreciation will be considered under item noted as age, which will indicate the actual and effective age of the subject and comparable sales utilized. The condition adjustment is limited to items not considered in the indicated effective age for the subject or comparable sale. Although the effective has been determined for the subject, the appraiser was unable to inspect the interior of the comparable sales. The effective age noted for them is more of a reflection of their comparison to the subject based on information taken from the source and verification source of the comparable.

DESIGN AND APPEAL: The appraiser has utilized comparable sales which are different in structural design. However, the comparable sales are considered competing properties by evidence found within the market.

A thorough search for comparable sales was made in this market area. Comparable sales that sold within 6 months of the appraisal date were significantly different in location, size, physical characteristics, age, condition, etc. In the appraiser's judgement, the comparable sales selected are a better indication of the subject's value than more recent sales.

After a thorough search in the subjects neighborhood, the appraiser was unable to find any comparable sales in the town of Embden. The comparable sales utilized in this report were considered to be the most similar to subject.

* The appraiser has combined all the amenities for the subject and sales and adjusted for them in one line in the comparable sales section of this report.

*The appraiser notes the site adjustments for the comparable sales are \$1000.00 an acre. The bathroom adjustments for the comparable sales are \$2000.00 for a full bathroom and \$1000.00 for a half bathroom. The age adjustments for the comparable sales are \$1000.00 per year for effective age.

*This appraiser does not make an adjustment for seller concessions because of the following reasons: First, the concessions the seller pays are sometimes added to or negotiated into the final sales price prior to the signing of the final sales contract. Most of the time the seller knows the type of financing the buyer is getting and knows what they are going to have to pay in sellers concessions before the final contract price is negotiated. Sometimes, the seller negotiates all, part, or none of the concessions into the final contract price. There is no way of finding this out and the brokers usually will not disclose the negotiations to the appraiser, because they are not supposed to add the concessions into the contract price through programs like FHA, RD, and MSHA. Second, The appraiser finds it all most impossible to find out if the concessions were added, due to defects in the home and/or improvements, updating of improvements/appliances, personal property they may be getting, and many other factors that might off set the sellers concessions within the final contract price. The appraiser is finding more and more that the concessions are being added/negotiated into the final contract price especially on MSHA, FHA, and RD loans.

ADDITIONAL COMMENTS

Page 5

Intended User	Sus. Scott & Michael Lehay & Kathi Plant				
Property Address	327 Kennebec River Road				
City	Embden	County	Somerset	State	ME
Zip Code	04958				
Client	Attorney Paul Mills				

RECONCILIATION

The appraiser has utilized an adjustment of \$15.00 per square foot which is typical and well supported by the market.

Ample sales provides the strongest support for the sales comparison approach. The appraiser utilized and considered the cost approach to provide additional checks and balances for a credible appraisal. The appraiser considered the income approach, but could not find sufficient enough rental data on single family housing, in this market, to utilize the income approach.

The appraiser notes that licensed appraiser Todd D. Jones Sr. (AP00000002412) provided assistance in all aspects of the appraisal process utilized in this report under the supervision of certified appraiser Vurle Jones except for the inspection.

CONDITIONS OF APPRAISAL

The appraisal has been completed "as is" on the subjects condition at the time of inspection.

*Per request of the client the appraiser was asked to provide the timber value within the addendum of this report based on a foresters report provided by licensed forrester Scott L. Nelson LLC. The value of the Timber located on site is \$152,913 per this report.

*Per request of the client the appraiser was also asked to provide the borrow/gravel resource evaluation within the addendum of this report based on a engineering report provided by the Haley Ward engineering firm. Per this report the calculated sand borrow volume is 543,000 cubic yards. Per the town of Farmington highway director Phillip Hutchins the going rate for unscreeneed sand is approximately \$4.50 per yard.

*The appraiser has valued the property residentially within this report and has simply noted these commercial aspects of the subject property per request of the client/owner. Both the foresters report and engineering report is part of the appraiser case file and can be provided upon request.

SUPPORT FOR OPINION OF SITE VALUE

The site value is based on extractions from comparable sales used in this report, as well as abstractions done currently, and in the past. The appraiser also looks at current MLS comparable land sales in the subject properties market area.

COMMENTS ON COST APPROACH

The estimated cost is based on replacement cost not to be confused with reproduction cost. This approach is based on the principle of substitution of building a property of similar utility and considering the loss in value due to depreciation. Even though depreciation does consider some loss in value, this depreciation is determined by the effective age and may not reflect an accurate value in the cost approach to value. For this reason the appraiser has placed all weight on the market approach, and has only included the cost approach for additional checks and balances.

COMMENTS ON INCOME APPROACH

The income approach was not considered applicable because not enough sales of single family homes similar to the subject in the past year were available to provide data to derive a GRM (gross rent multiplier). There is also a lack of sources for rental data on rented single family homes within this area.

F.I.R.R.E.A. ADDENDUM

Intended User Sue, Scott & Michael Lebay & Kathi PlantProperty Address 327 Kennebec River RoadCity EmdenCounty SomersetState MEZip Code 04958Client Attorney Paul Mills

Purpose of the Appraisal

The purpose of this appraisal is to identify and evaluate the subject within the restrictions and guidelines of the client.

Scope of Work

The appraiser has completed an interior and exterior inspection to properly identify the subject and note any obvious structural problems. The appraiser is not a building inspector and does not hold himself out to the public as such. The appraiser reviewed accessible information that was available at the time the appraisal was completed in order to collect enough information to support the indicated fair market value for the subject.

Report of the prior year sales history for the subject property

Is the subject property currently listed? Yes NoList Price: \$ N/AHas the property sold during the prior year? Yes No

If yes, describe below

Per the deed provided by the lender, a conversation with the borrower who provided access to the property and a review of the local multiple listing, the subject has not been listed for sale in the past year. The subject has not sold in the past 3 years and the comparable sales have not sold 1 year prior to the date indicated in this appraisal unless indicated.

Marketing Time

What is your estimate of marketing time for the subject property? 3 to 6 months +/- months

Describe below the basis (rationale) for your estimate?

Marketing time is the accumulated period of time from the date the seller is willing to sell to the date the title is transferred from seller to buyer. The estimated marketing time for the subject property is from current listings, sales of competing properties and the disclosed period of time from which the properties were first introduced to the market, to the date of the closing.

Non-real property transfers

Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? Yes No

If yes, provide description and valuation below.

No personal property has been included within the valuation of the subject property. The appraiser has valued real estate which does not include chattel.

Additional Comments

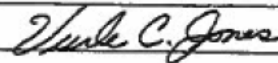
Regarding adjusting for points: There are several interpretations on how points paid by the seller should be addressed. Some lenders wish for the cash equivalent of points be deducted from the price. Others wish for the appraisal to reflect the market's reaction. Of these particular lenders, the following will apply: If the appraiser can support that there is a direct correlation between points paid and the selling price, a cash equivalent adjustment will be made. If the appraiser can substantiate an adjustment less than the cash equivalent, then that adjustment will be made. If no adjustment can be substantiated, then no specific adjustment will be made. However, the fact that points were paid by the seller will be considered in the final reconciliation of the approach.

Additional Certification

1. The acceptance of this appraisal assignment by the appraiser was not based on a requested minimum valuation, a specified valuation, or an approval of the loan.
 2. The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result of the occurrence of a subsequent event.
 3. This appraisal has been prepared to conform with the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, except the Departure Provision, unless otherwise stated below.
 4. The appraiser has disclosed within this appraisal report, or below, all steps taken that were necessary or appropriate to comply with the Competency provision of the USPAP.
- U.S.P.A.P. Requirement: My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of my client, the amount of the value estimated, the attainment of a stipulated result, or the occurrence of a subsequent event. My analysis, opinions and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation (Standards Rule 2-3).

Date: 06/01/2022

Appraiser(s):

Vurl C. Jones

Date:

Review Appraiser(s):

SQUARE FOOTAGE CALCULATION ADDENDUM

Intended User	Sue, Scott & Michael Lehay & Kathi Plant		
Property Address	327 Kennebec River Road		
City	Embden	County	Somerset
State	ME	Zip Code	04958
Client	Attorney Paul Mills		

GROSS AREA (GLA/GBA)		1752	sf
Area(s)	Square Footage		
Basement	952	sf	
Level 1	1276	sf	
Level 2	476	sf	
Level 3		sf	
Car Stg	1458	sf	
Other	2320	sf	

Area Measurements				Area					
Measurements	Factor	Total		Basement	1	2	3	Car Stg	Other
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28.00 x 34.00	x 1.00	= 952.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.00 x 18.00	x 1.00	= 324.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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28.00 x 34.00	x 0.50	= 476.00		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
x	x	=		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.00 x 36.00	x 1.00	= 864.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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40.00 x 58.00	x 1.00	= 2320.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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PHOTOGRAPH ADDENDUM

Intended User Sue, Scott & Michael Lehay & Kashi Plant

Property Address 327 Kennebec River Road

City Embden

County Somerset

State ME

Zip Code 04958

Client Attorney Paul Mills



COMPARABLE #1

53 Fahi Pond Road
North Anson, ME 04911

Price	\$177,000
Price/SF	122.92
Date	06/25/2021
Age	A 97 / E 10
Room Count	6-3-1.00
Living Area	1,440

Value Indication \$194,240

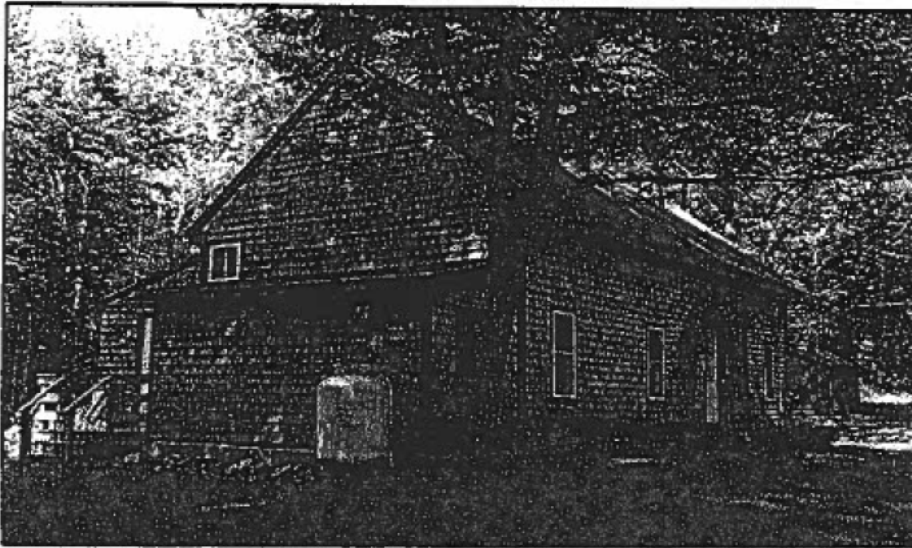


COMPARABLE #2

4 New Portland Road
Anson, ME 04958

Price	\$225,000
Price/SF	102.74
Date	10/08/2021
Age	A 221 / E 10
Room Count	10-3-1.2
Living Area	2,190

Value Indication \$205,870



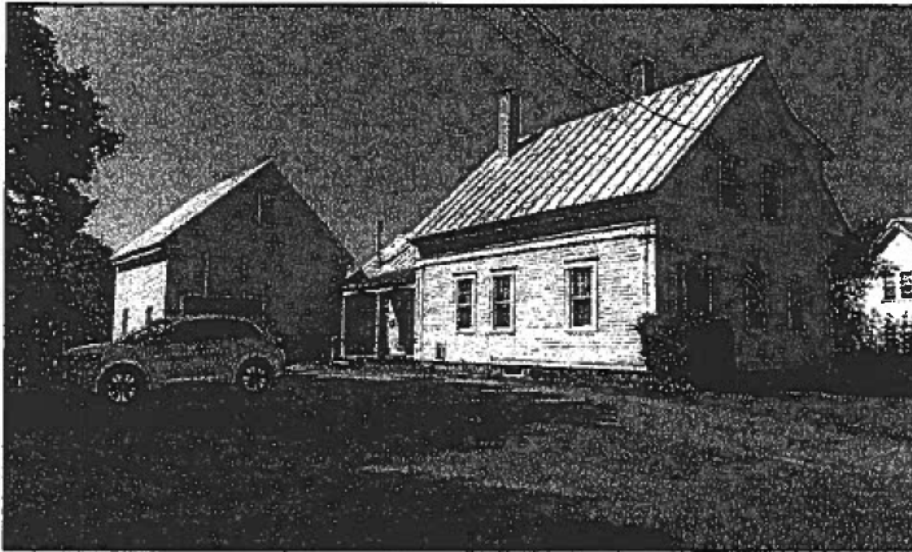
COMPARABLE #3

38 Drury Road
Solon, ME 04979

Price	\$199,000
Price/SF	121.64
Date	05/18/2022
Age	A 122 / E 15
Room Count	6-3-2.00
Living Area	1,636

Value Indication \$222,040

PHOTOGRAPH ADDENDUM

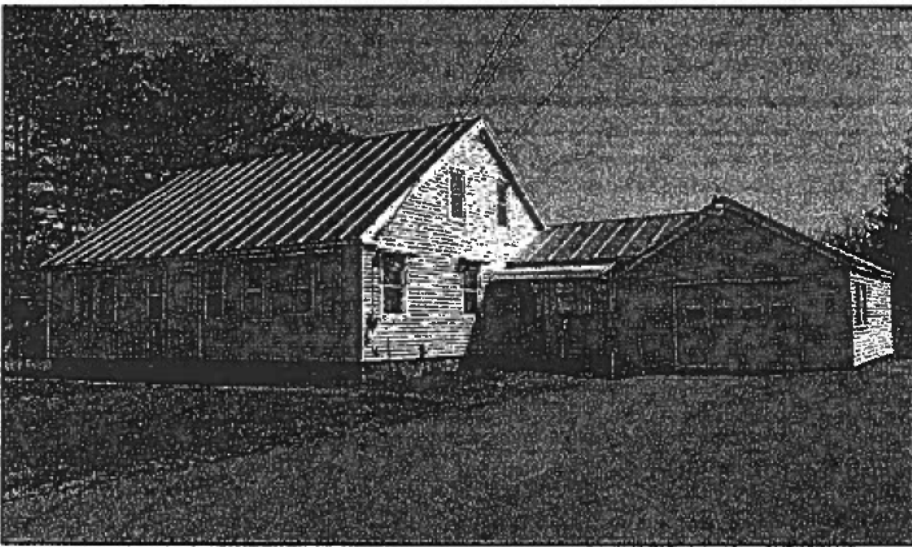
Intended User **Sue, Scott & Michael Leahy & Kathi Plant**Property Address **327 Kennebec River Road**City **Emden**County **Somerset**State **ME**Zip Code **04958**Client **Attorney Paul Mills**

COMPARABLE #4

18 Union Street
Anson, ME 04911

Price	\$189,500
Price/SF	86.14
Date	09/24/2021
Age	A 170 / E 10
Room Count	8-3-3.00
Living Area	2,200

Value Indication \$187,610

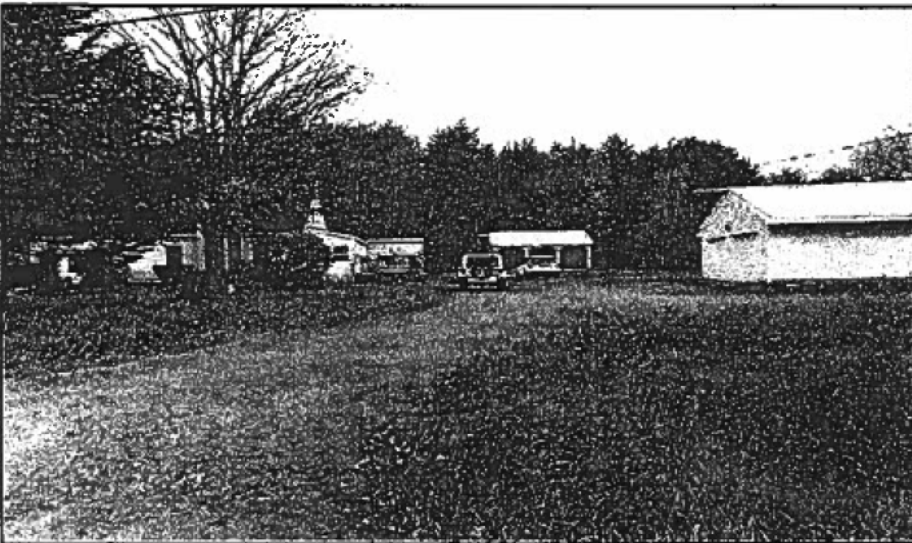


COMPARABLE #5

101 North Main Street
Solon, ME 04979

Price	\$179,900
Price/SF	104.90
Date	05/14/2021
Age	A 71 / E 15
Room Count	9-5-1.00
Living Area	1,715

Value Indication \$192,955



COMPARABLE #6

685 Bingham Road
Bingham, ME 04920

Price	\$225,000
Price/SF	144.23
Date	02/02/2022
Age	A 122 / E 10
Room Count	7-2-1.00
Living Area	1,560

Value Indication \$219,880

SKETCH ADDENDUM

Intended User: Sue, Scott & Michael Lehav & Kathi Plant

Property Address: 327 Kennebec River Road

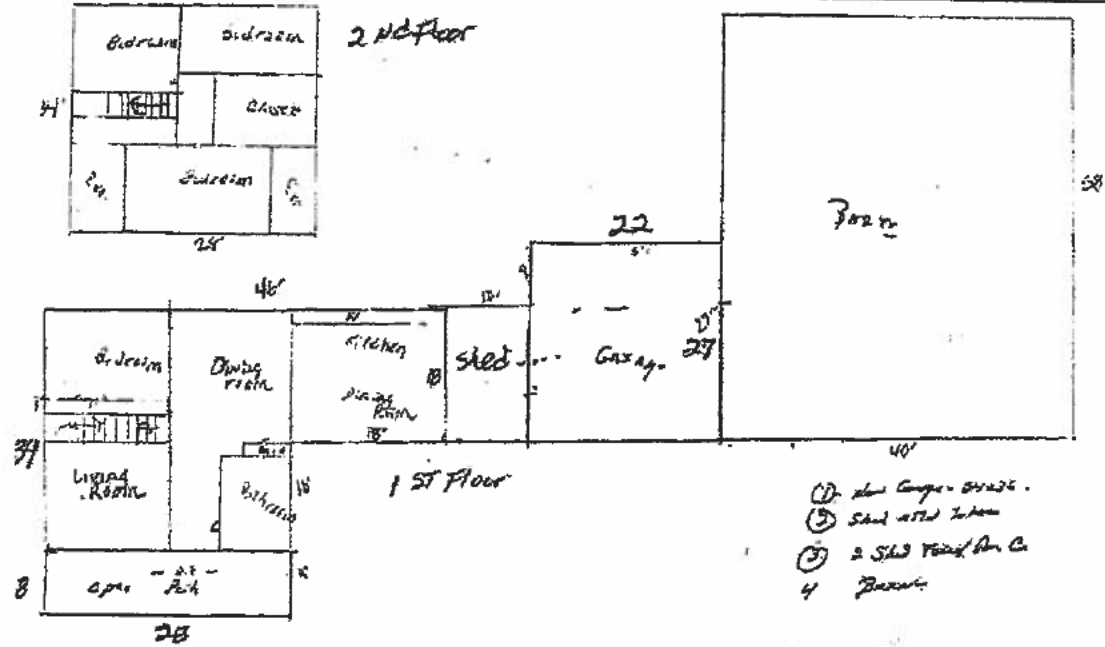
City: Embden

County: Somerset

State: ME

Zip Code: 04958

Client: Attorney Paul Mills



Legal Description

Intended User Sue, Scott & Michael Leahy & Kathi Plant
 Property Address 327 Kennebec River Road
 City Embsden County Somerset State ME Zip Code 04958
 Client Attorney Paul Mills

NO TRANSFER TAX

Doc 82 18301
Bk: 3420 Pg: 69

WARRANTY DEED

Know all Persons by these Presents,

That we, Alex W. Leahy and F. Louise Leahy
 of Embsden, County of Somerset, Maine,
 in consideration of valuable considerations
 paid by Kathi Irvine, Sue Leahy, Scott Leahy, and Michael Leahy
 whose mailing address is 327 Kennebec River Road
 Embsden, Maine 04958

do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said
 Kathi Irvine, Sue Leahy, Scott Leahy, and Michael Leahy
 their heirs and assigns forever,

A certain parcel of land and buildings thereon in Embsden, Maine,
 and being situated on the easterly side of highway route 201A
 and more particularly described in warranties deed from Doris
 Trasker by Donald Whithee, her power of attorney, to F. Louise
 Leahy and Alex W. Leahy. Said deed is dated October 23, 2001,
 and recorded in Book 2866, Page 180 at the Somerset County
 Registry of Deeds. Reference is also made to a survey plan
 prepared by Scott Smith- surveyor, dated September 5, 2001, and
 entitled "Survey of land for Doris E. Trasker".

To have and to hold the aforementioned and bargained premises with all the privileges and
 appurtenances thereof to the said Kathi Irvine, Sue Leahy, Scott Leahy, and Michael
 their heirs and assigns, to them and their use and behoof forever.

And we do warrant with the said Grantee, their heirs and assigns, that
 we lawfully seized in fee of the premises, that they are free of all encumbrances
 that we have good right to sell and convey
 will warrant and defend the same to the said Grantee, their heirs and assigns forever, against
 the lawful claims and demands of all persons.

Witness our hands and seals this 18th day of December 2004.

In Witness Whereof, we the said Alex W. Leahy and F. Louise
 have hereunto set our hand(s) and seal(s) this 18th day of
 December, 2004.

Signed, Sealed and Delivered
 in presence of
Paul C. Currier
Paul C. Currier

Recorded
 Registered of Deeds
 Dec 18 2004 09115145A
 Somerset County
 State of Maine

Alex W. Leahy
 Alex W. Leahy
F. Louise Leahy
 F. Louise Leahy

State of Maine, County of Somerset 18. December 18th 2004.

Then personally appeared the above named Alex W. Leahy and F. Louise Leahy
 and acknowledged the foregoing instrument to be their free act and deed.

SEAL

Before me,

Paul C. Currier
 Notary Public
 My Commission Expires
 October 3, 2007

Legal Description

Intended User Sue, Scott & Michael Leahy & Kathi Plant
 Property Address 327 Kennebec River Road
 City Emden County Somerset State ME Zip Code 04958
 Client Attorney Paul Mills

Doc # 16777
 Bk 3604 Pl 371

NO TRANSFER TAX

QUITCLAIM DEED WITHOUT COVENANT (OR RELEASE DEED)
 Maine Statutory Short Form

Know all Men by these Presents,

That We Alex W. Leahy and F. Louise Leahy

of Emden, County of Somerset, State of Maine

being unmarried, for consideration paid, release, to Kathi Irvine, Sue Leahy, Scott Leahy and Michael Leahy

of Emden, County of Somerset, State of Maine

whose mailing address is
 327 Kennebec River Road
 Emden, Maine 04958

the land in Emden, County of Somerset

State of Maine, described as follows:

A certain lot of land with buildings thereon in Emden, Maine, as described in a Warranty Deed from Alex W. Leahy and F. Louise Leahy to Kathi Irvine, Sue Leahy, Scott Leahy and Michael Leahy dated August 10, 1999 and recorded in the Somerset County Registry of Deeds in Book 2590, Page 079 and 080. Specifically, we release, void, and discharge the Life Estate as shown in said Warranty Deed dated 8/10/99, thence the said Life Estate shall no longer be valid nor effective.

Recorded
 Recorder's Registry of Deeds
 Nov 08 2004 02:19:52PM
 Somerset County
 Diana H Godin

~~Witness~~

~~Emden, Maine, of said county, of the State of Maine, and release of same by deed and all other ways.~~

Witness Their hand and seal this 2nd day of the month of November, 19 2004

Signed, Sealed and Delivered
 in presence of

Ronald C. Currier

Ronald C. Currier

State of Maine, County of Somerset

Then personally appeared the above named

Alex Leahy and F. Louise Leahy

and acknowledged the foregoing instrument to be

their free act and deed.
 Before me,

Ronald C. Currier

Ronald C. Currier Notary Public

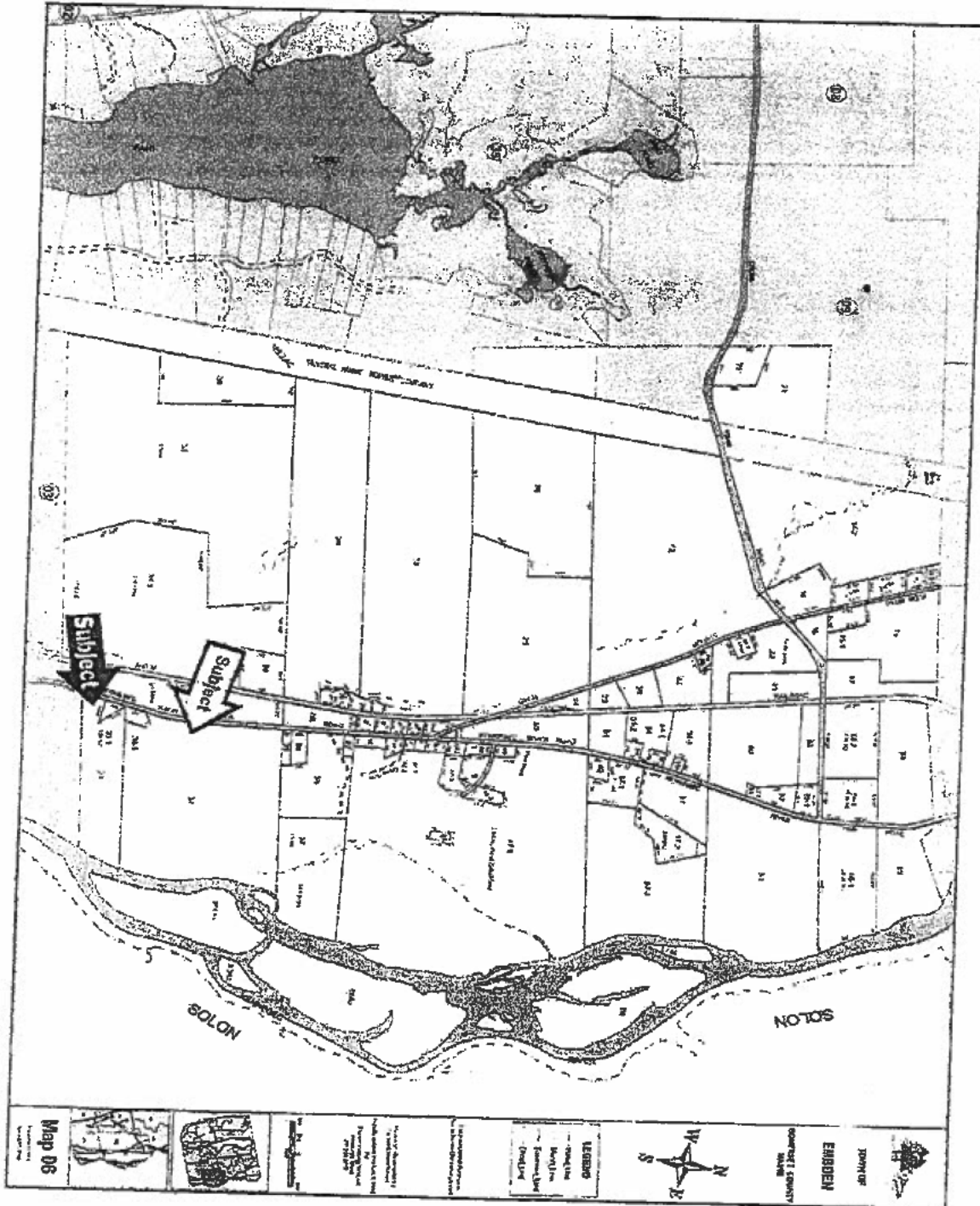
Printed Name

Ronald C. Currier
 Notary Public
 State of Maine
 My Commission Expires
 October 5, 2011

SEAL

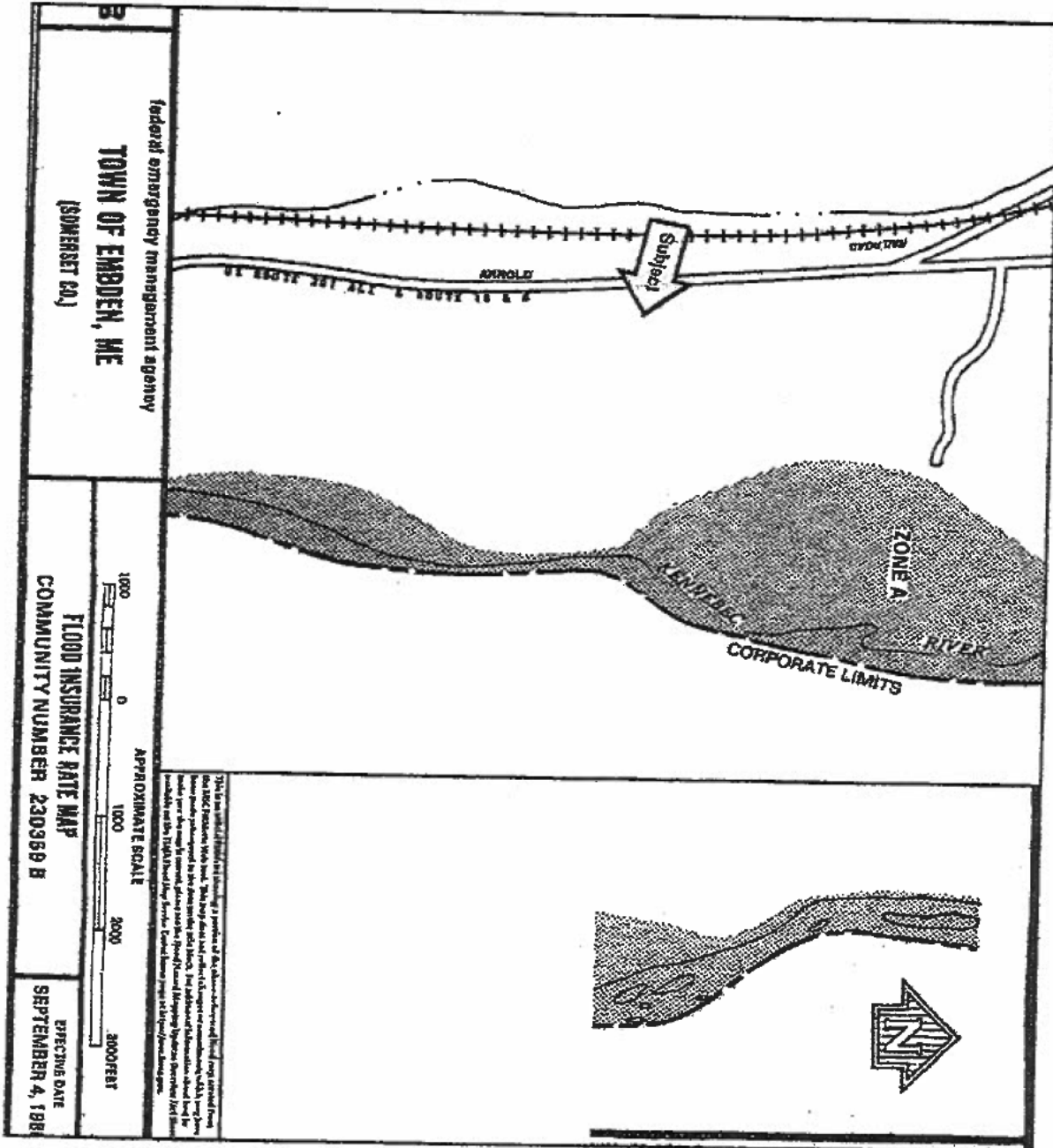
SITE PLAN

Intended User: Sue, Scott & Michael Leahy & Kathi Plant
Property Address: 327 Kennebec River Road
City: Embden County: Somerset State: ME Zip Code: 04958
Client: Attorney Paul Mills



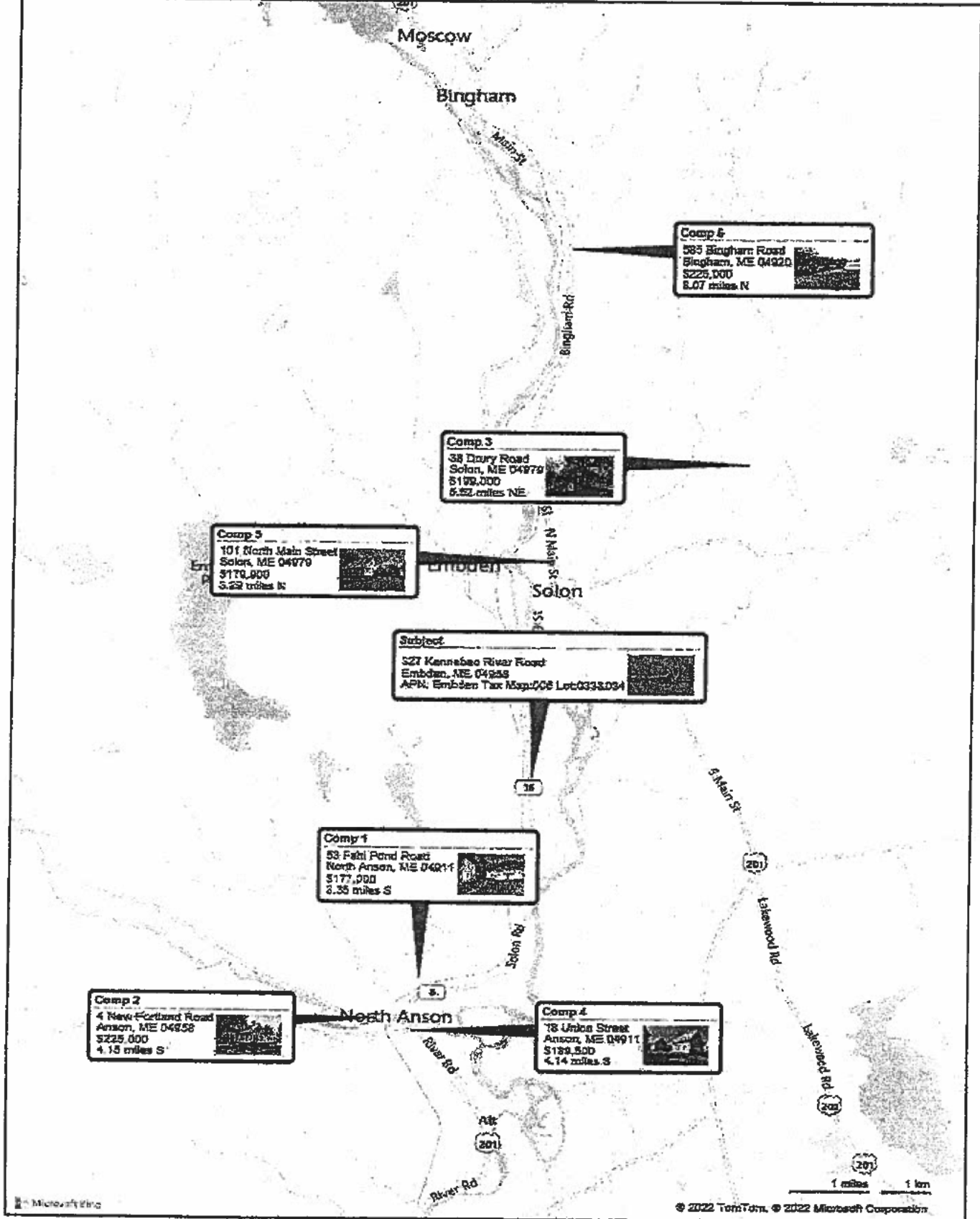
FLOOD MAP

Intended User: **Sue, Scott & Michael Lehav&Kathi Plant**
 Property Address: **327 Kennebec River Road**
 City: **Embsden** County: **Somerset** State: **ME** Zip Code: **04958**
 Client: **Attorney Paul Mills**



Location Map

Intended User **Sue, Scott & Michael Leahy & Karbi Plant**
 Property Address **327 Kennebec River Road**
 City **Emden** County **Somerset** State **ME** Zip Code **04958**
 Client **Attorney Paul Mills**



License

Intended User Sue, Scott & Michael Leahy & Kathi Plant
 Property Address 327 Kennebec River Road
 City Emden County Somerset State ME Zip Code 04958
 Client Attorney Paul Mills



State of Maine
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
 OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION
 BOARD OF REAL ESTATE APPRAISERS

License Number CR683

Be it known that

VURLE C. JONES


has qualified as required by Title 32 MRS Chapter 123 and is licensed as:
CERTIFIED RESIDENTIAL APPRAISER

ISSUE DATE
December 10, 2021

Anne L. Head
Commissioner

EXPIRATION DATE
December 31, 2022

✂ Detach

 <p>STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION BOARD OF REAL ESTATE APPRAISERS</p> <p>License Number CR683 VURLE C. JONES CERTIFIED RESIDENTIAL APPRAISER</p> <p>ISSUED 12/10/2021 EXPIRES 12/31/2022</p>	<p>STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION 33 State House Station Augusta, Maine 04333-0035 (202) 624-3903</p> <p><i>Anne L. Head</i> Commissioner</p>
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E&O Insurance

Intended User: Sue, Scott & Michael Leahy & Kathi Plant
 Property Address: 327 Kennebec River Road
 City: Embden County: Somerset State: ME Zip Code: 04958
 Client: Attorney Paul Mills



LIA Administrators & Insurance Services
APPRAISAL, VALUATION AND PROPERTY SERVICES
PROFESSIONAL LIABILITY INSURANCE POLICY
DECLARATIONS



Aspen American Insurance Company

(Referred to below as the "Company")
 590 Madison Avenue, 7th Floor
 New York, NY 10022
 877-245-3510

Date Issued: 1/26/2022 Policy Number: AA1005297-07 Previous Policy Number: AA1005297-06

THIS IS A CLAIMS MADE AND REPORTED POLICY. COVERAGE IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND THEN REPORTED TO THE COMPANY IN WRITING NO LATER THAN SIXTY (60) DAYS AFTER EXPIRATION OR TERMINATION OF THIS POLICY, OR DURING THE EXTENDED REPORTING PERIOD, IF APPLICABLE, FOR A WRONGFUL ACT COMMITTED ON OR AFTER THE RETROACTIVE DATE AND BEFORE THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY.

1. Customer ID: 130809 Named Insured: JONES, VURLE APPRAISAL, LLC Vurd C. Jones 911 Waterville Road Skowhegan, ME 04976	
2. Policy Period: From: 02/06/2022 To: 02/06/2023 1201 A.M. Standard Time at the address stated in 1 above.	
3. Deductible: \$1000 Each Claim	
4. Retroactive Date: 02/06/1998	
5. Inception Date: 02/06/2016	
6. Limits of Liability: A. \$500,000 Each Claim B. \$500,000 Aggregate Subpoena Response: \$5,000 Supplemental Payment Coverage Pre-Claim Assistance: \$5,000 Supplemental Payment Coverage Disciplinary Proceedings: \$7,500 Supplemental Payment Coverage Loss of Earnings: \$500 per day Supplemental Payment Coverage	
7. Covered Professional Services (as defined in the Policy and/or by Endorsement):	
Real Estate Appraisal and Valuation:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Residential Property:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Commercial Property:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bodily Injury and Property Damage Caused	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Dwelling Appraisal Inspection (\$100,000 Sub-Limit):	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If "yes", added by endorsement)
Right of Way Agent and Relocation	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Machinery and Equipment Valuation:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Personal Property Appraisal:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If "yes", added by endorsement)
Real Estate Sales/Brokerage	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (If "yes", added by endorsement)

Vurle Jones Appraisal, LLC
 905 Waterville Road
 Skowhegan, ME 04976
 207-474-4360
 47-2135541

INVOICE	06/01/2022 DATE	Y211221A FILE NUMBER	CASE NUMBER
----------------	--------------------	-------------------------	-------------

Client: Attorney Paul Mills
 163 Main Street
 Farmington, ME
 04938
 Attention: Mr. Paul Mills

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED	\$ 650.00

Intended User: Atty Paul Mills&Michael LeHay
 327 Kennebec River Road
 Embden, ME 04958
 Recorded in the Somerset County Registry Book:3404&3420 Page:0191&0069

Total: \$ 650.00

Please detach and include the bottom portion with your payment... Thank You!

Inv Date	Insp Date	Appraiser	Client Case #	File #	Client Phone #
06/01/2022	02/25/2022	Vurle C. Jones		Y211221A	
FROM:		PROPERTY:			Amount Due
Attorney Paul Mills 163 Main Street Farmington, ME 04938		Intended User: Atty Paul Mills&Michael LeHay 327 Kennebec River Road Embden, ME 04958 Paid check# 3412			\$ 0.00
TO:					Amount Enclosed
Attention: Vurle Jones Appraisal, LLC 905 Waterville Road Skowhegan, ME 04976					\$
Balance Due upon receipt of invoice Please return this portion with your payment. Thank You!					

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1	I N D E X						
2	WITNESS	DIRECT	CROSS	REDIRECT	RE CROSS		
3	FOR THE PLAINTIFF:						
4	Vurle Jones	20	25,29,63	38,66	38,69		
5	Kathi Plante	43			210,46		
6	Scott Leahy	70	83,84	88,90	89		
7	Kathi Plante (Rebuttal)		206				
8							
9	FOR THE DEFENDANT M.L.:						
10	Michael Leahy	92	135,137	151	152		
11	Scott Leahy (Rebuttal)		153				
12	Michael Leahy (Rebuttal)		163				
13	Sue Leahy	170	186,188,189				
14	Sue Leahy (Rebuttal)		204,209,210				
15							
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17	Plaintiff's Opening Statement				11		
18	Defendant M.L.'s Opening Statement				13		
19	Defendant S.L.'s Opening Statement				16		
20	Plaintiff Rests				91		
21	Defendant M.L. Rests				169		
22	Defendant S.L. Rests				205		
23	Plaintiff's Closing Statement				213		
24							
25	EXHIBIT	MARKED	OFFERED		ADMITTED		
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2	(Deed)						
3	Plaintiff's 2					9	9
4	(Deed)						
5	Plaintiff's 3					9	9
6	(Deed)						
7	Plaintiff's 4					9	9
8	(Deed)						
9	Plaintiff's 30					9	9
10	(Deed)						
11	Plaintiff's 31					9	9
12	(Deed)						
13	Plaintiff's 5					9	10
14	(Tax map for subject property)						
15	Plaintiff's 28					22	23
16	(Appraisal from Vurle Jones of entirety						
17	of property at 327 Kennebec River Road)						
18	Plaintiff's 29					24	24
19	(Appraisal from Vurle Jones of two acres						
20	and buildings at 327 Kennebec River Road)						
21	Plaintiff's 12					59	60
22	(Piper Farm lease agreement)						
23	Defendant M.L.'s 10					28	37
24	(Haley Ward report)						
25	Defendant M.L.'s 12					28	37
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1	(Timber cruise report)						
2	Defendant M.L.'s 7	119		119			
3	(Rental information)						
4	Defendant M.L.'s 11	122		122	127		
5	(Timber cruise bill)						
6	Defendant M.L.'s 13	127		127	128		
7	(Forester bill)						
8	Defendant M.L.'s 5	129		130	130		
9	(Photograph)						
10	Defendant M.L.'s 6	130		131	132		
11	(Photographs)						
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13	(Homeowner's insurance)						
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15	(Superior Court Record of Brandon Grant)						
16							
17							
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21							
22							
23							
24							
25							
1	(This matter came for hearing before The Honorable William						
2	Stokes of the Somerset County Superior Court, Skowhegan,						
3	Maine, on November 27, 2023 at 9:00 a.m.)						
4	THE COURT: On the record in open court in the matter of						
5	Kathi Plante v. Sue Leahy and others. This is Somerset docket						
6	number RE-21-15.						
7	And my understanding -- I've had a chance to look at the						
8	file. My understanding, this is an action for equitable						
9	partition.						
10	MR. BERNIER: Yes.						
11	THE COURT: And my understanding is, also, it's expected						
12	to take a day. Are we still on target for a day?						
13	MR. MCKEE: Or less than that, Your Honor.						
14	THE COURT: Okay.						
15	MR. BERNIER: Yeah.						
16	THE COURT: Can the parties identify themselves for the						
17	record, please? I'm Justice Stokes.						
18	MR. MCKEE: Hi. Walt McKee. I'm here with Sue Leahy.						
19	THE COURT: All right. Thank you, Walt.						
20	MR. MILLS: Paul Mills here with Michael Leahy.						
21	THE COURT: Thank you, Paul.						
22	MR. BERNIER: Dan Bernier here with my client, Kathi						
23	Plante. And beside her is her brother, Scott Leahy, who is						
24	not represented by counsel but is largely going to be in						
25	agreement with Kathi through this, so I think we'll be able to						

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1 work through his lack of counsel.
2 THE COURT: Great. Nice to see you, Dan. Please be
3 seated.
4 MR. MCKEE: So we have one person here --
5 THE COURT: Anything we need to address before we -- oh,
6 go ahead.
7 MR. MCKEE: We have one person here who's not a party. I
8 don't know why they're here.
9 THE COURT: Well, why don't you explain.
10 (Simultaneous conversation)
11 MR. BERNIER: Oh, it's not (indiscernible) --
12 MR. MILLS: She's paralegal assistance to me. She's also
13 domestic partner of Mr. Leahy.
14 THE COURT: All right. So she's your paralegal
15 assistant?
16 MR. MILLS: Right.
17 THE COURT: Well, in that circumstance, I --
18 MR. MCKEE: Understood. It sounds like a --
19 THE COURT: Legitimate reason?
20 MR. MCKEE: -- a unique situation --
21 THE COURT: Yeah.
22 MR. MCKEE: -- or whatever it may be. I know -- I know
23 Mr. Jones is a witness. That's fine. I don't know this
24 person. I gather that person is not a witness in the case?
25 THE COURT: I have no idea who they are, obviously.

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1 happen through discovery.
2 THE COURT: Sure. Sure. Okay.
3 MR. BERNIER: But no, this is really an equitable
4 partition case.
5 THE COURT: All right.
6 MR. BERNIER: The -- I do have a set of the original
7 exhibits --
8 THE COURT: Great.
9 MR. BERNIER: -- I'm going to give to the clerk. And
10 there's several that are self-authenticating we'll be
11 introducing.
12 THE COURT: All right.
13 MR. BERNIER: You want me to approach the clerk, or --
14 THE COURT: Please. And -- and just so the parties know,
15 I don't expect to rule from the bench, obviously. I'm going
16 to take the matter under advisement. I'll probably try to get
17 a decision -- I'm thinking ahead as to what my schedule will
18 be -- but probably mid-December.
19 MR. MCKEE: Yeah. I anticipate the parties will submit
20 proposed judgments for your review.
21 THE COURT: Perfect. That's even more helpful, so.
22 MR. BERNIER: And Your Honor, if I may, Exhibits 1 to 4
23 and 30 and 31 are attested copies of the deeds for the
24 property that are self-authenticating. So I would move
25 Exhibits 1 to 4 and Exhibit 30 and 31 into evidence at this

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1 MS. LEHAY: That's my daughter. She's just --
2 THE COURT: Oh, just observing.
3 MS. LEHAY: -- wanted to be --
4 THE COURT: Just observing.
5 MR. MCKEE: Oh, no, of course.
6 MS. LEHAY: She's observing.
7 MR. MCKEE: Absolutely.
8 MS. LEHAY: Yeah.
9 MR. MCKEE: I just didn't know who testifies.
10 THE COURT: All right. Anything we need to address
11 before we begin the proceedings today -- the trial?
12 All right. And I think you are the moving party. You're
13 the plaintiff.
14 MR. BERNIER: Plaintiff.
15 THE COURT: By the way, I had a -- I did look at the
16 complaint. I know there's an equitable partition action.
17 There's also a count for a statutory partition, I believe,
18 with the commission of system, which is a unique system unto
19 itself. Is it -- so I expect we're going to use that process?
20 MR. BERNIER: No, not at all.
21 THE COURT: I was going to say --
22 MR. BERNIER: Most of the time in a partition case, I
23 always plead both --
24 THE COURT: Yeah.
25 MR. BERNIER: -- because you never know what's going to

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1 time.
2 (Plaintiff's Exhibits 1, 2, 3, 4, 30, and 31 Offered)
3 THE COURT: Any objection, Mr. Mills?
4 MR. MILLS: No.
5 THE COURT: Any objection, Walt?
6 MR. MCKEE: No, we discussed this before. That's fine.
7 THE COURT: Okay. Great. So Plaintiff's Exhibits 1
8 through 4 and 30 to 31 are admitted without objection.
9 (Plaintiff's Exhibits 1, 2, 3, 4, 30, and 31 Admitted)
10 MR. BERNIER: And then the other exhibit, which is a
11 stipulated admissal [sic], is Exhibit 5, is the tax map for
12 the property, which the parties stipulate to, to give the
13 Court a diagram of the property. I believe we -- we all
14 agreed I could admit that without subpoenaing the tenant.
15 (Plaintiff's Exhibit 5 Offered)
16 MR. MCKEE: Yes, Your Honor.
17 THE COURT: Okay. So -- and by the way, I may sometimes
18 drift into first names since we don't have a jury here. I
19 know these attorneys. I've known them for many, many years.
20 Some, I hate to admit how many decades I've known them, so
21 it's possible that I will call the attorneys by their first
22 name. I'm not trying to show favoritism. I -- I -- I do that
23 routinely when I'm handling a case with just the attorneys.
24 So if I drift into that, please don't read anything into it.
25 Walt, is there any objection to Plaintiff's 5?

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1 A Scott -- whoever would listen probably at that point.
2 I don't know.
3 Q You didn't -- you didn't tell that to Sue?
4 A Probably not.
5 Q Thank you.
6 A There's -- there's issues between us. And I will be
7 the first to admit it.
8 THE COURT: No, I get that. I think we all recognize
9 that.
10 MR. MCKEE: Judicial notice of that, thank you.
11 THE COURT: Any further questions?
12 FURTHER RE-CROSS EXAMINATION BY MR. MILLS:
13 Q As you -- as your mother's health care power of
14 attorney, do you agree with bringing her home to the
15 property?
16 A No.
17 MR. MILLS: Nothing further.
18 THE WITNESS: And if you asked her if she wanted to come,
19 she would tell you.
20 MR. MCKEE: I object. That's speculation.
21 THE COURT: Yeah, well, I'll -- I'll strike that
22 question.
23 THE WITNESS: Okay. Thank you.
24 THE COURT: Anyone else have any follow up to --
25 MR. MILLS: No, Your Honor.

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1 of you have your own desires. And no matter what I do,
2 someone's going to be probably unhappy. So -- so get used to
3 that. And that's just a story of our lives. We have an
4 adversarial system.
5 But how do you want to -- I'm trying. And what I'm
6 trying to do here is obviously make it equitable
7 apportionment or an equitable partition. And equitable does
8 not necessarily mean equal. It means fair. What's equitable
9 under the circumstances. And I guess I'd like the guidance of
10 the -- of the parties, you know, what is it you're asking me
11 to do, and how am I supposed to get there? I mean, I can do
12 it on my own. And you'll --
13 UNIDENTIFIED SPEAKER: Are there proposed orders like the
14 usual Court?
15 MR. BERNIER: I mean, I do want to give a brief closing,
16 but I think just kind of briefly -- a brief -- I mean, very
17 brief, but the -- I mean, then we can also submit proposed
18 orders afterwards.
19 THE COURT: Sure.
20 MR. BERNIER: I mean, I think one -- to me, there's some
21 easier questions here then, you know, quite frankly, the
22 bigger -- you know, I think there's the more complicated
23 issues are the rent and whether Brandon gets evicted.
24 THE COURT: Sure, right.
25 MR. BERNIER: But I mean, I guess I'd like to do a very

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1 THE COURT: -- Kathi's testimony? I'm trying to keep the
2 Plante and the Leahy --
3 THE WITNESS: I'm the only Plante.
4 THE COURT: -- and who the who the plaintiff is and who
5 the defendant is straight.
6 THE WITNESS: It's Plante versus Leahy.
7 THE COURT: Right.
8 THE WITNESS: Am I good?
9 THE COURT: Yeah, you are. I just want to finish my
10 notes.
11 THE WITNESS: Okay.
12 MR. BERNIER: And I'm done with my rebuttal at this
13 point, Your Honor. I just think there's no point to call
14 Scott as well.
15 THE COURT: All right. So does plaintiff rest finally?
16 MR. BERNIER: Yes. Yep.
17 THE COURT: All right. So how do we want to proceed? Do
18 you want argument? Do you want to submit proposed --
19 UNIDENTIFIED SPEAKER: Yes.
20 THE COURT: I mean, the question has got to be, what do I
21 do now? I've heard the evidence. I understand there's four
22 of you. I understand -- I will tell you I feel very sorry for
23 all of you, the siblings. There are issues between the
24 siblings. It's not uncommon. Unfortunately, it happens.
25 And -- but it's sad to see because I know that, you know, each

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1 brief closing now while it's all fresh in everybody's head.
2 THE COURT: Sure. And I have some questions for you. I
3 mean, you brought up the subject of eviction. Well, you know,
4 that may be a question I have. How am I supposed to do that?
5 Do I do that in the context of this case?
6 MR. BERNIER: I want to do the brief closing because I'd
7 like to kind of address that. And I think there is a degree,
8 you know, which we got sidetracked where the plaintiff -- does
9 the Court want me to begin?
10 THE COURT: Yes, I do. I'm sorry.
11 PLAINTIFF'S CLOSING STATEMENT
12 MR. BERNIER: Okay. Yeah. I think the big thing here --
13 this is not a criminal trial of Brandon. This is merely we're
14 putting in evidence that this is not working out. And I think
15 it's pretty clear from the evidence. We only need to show
16 from -- you know, it's pretty clear from the evidence that
17 things are not working out, and this property needs to be
18 partitioned.
19 The Vurle Jones -- and well, he was the first witness. I
20 think we want to get back to what he said. He did an
21 appraisal of 420,000 on the whole property, and he did an
22 appraisal of \$200,000 on the buildings plus two acres. It
23 doesn't -- you don't need an appraiser's degree to figure out
24 that after you take the 200,000 out of 420, maybe that value
25 just slightly, but there's not enough left to divide the

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1 remainder three ways. Vurle Jones is the only expert who
2 testified in this case. I would note -- and I would thank my
3 fellow counsel -- that his testimony was not terribly
4 controversial. There wasn't a long cross-examination or
5 anything.

6 So based on Vurle Jones' testimony, I would argue that
7 the only option for this Court is to order the property sold
8 and then the money to be split. Now, there -- I intend to
9 submit a bill of costs to the extent the Court awards a bill
10 of costs -- I know Attorney Mills does -- then that would come
11 off the top, and then the Court will have to make a decision
12 on this rental division.

13 THE COURT: Uh-huh.

14 MR. BERNIER: Our position is -- is just if -- if Scott
15 has an adjustment for rent then -- for Shannon, then Sue has
16 to have a rent adjustment for rent for Brandon. To be very
17 frank, my client wants this done sooner rather than later. So
18 if the Court is going to take more time to analyze the rent
19 question, we'd rather have a faster decision.

20 THE COURT: You'd rather have a faster decision?

21 MR. BERNIER: Yeah. That's -- I mean, either way, it's
22 going to yield more money for my client, but she's -- being
23 done with this is her higher priority. What I see is the big
24 issue here is three. Now, three of the four owners testified
25 that they are afraid to go to the property or they're nervous

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1 THE COURT: I see. Okay.

2 MR. BERNIER: And -- and any buyer is going to want the
3 property vacant. So they need to be removed. Now,
4 technically -- and I think this is a place where I may
5 disagree with some of this. I think Brandon has to get the
6 30-day notice and go through the eviction process. Attorney
7 Mills might disagree with me a little bit on that. No, where
8 I disagree -- I think a disagreement between myself and
9 Attorney McKee is -- and I do a lot of evictions in my
10 practice.

11 THE COURT: Right.

12 MR. BERNIER: All -- all property owners have to go along
13 with an eviction. If one objects, you lose your case in an
14 FED in district court. So we cannot evict without all four.
15 And I think the issue would be is, if all four don't go along
16 with going through the normal eviction process, we should be
17 able to come back for contempt of this Court. It's going to
18 have -- Brandon is not a party to this proceeding.

19 THE COURT: Right.

20 MR. BERNIER: But that all four under the Court's
21 equitable power need to do what it's going to take to sell
22 this, which includes evicting Brandon.

23 THE COURT: So I take it from what you're proposing,
24 then, is that an order would be structured. And again,
25 don't -- don't read into anything I say. I'm thinking out

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1 about going to the property with Brandon there. Three of the
2 four testified that you won't be able to sell this property
3 with Brandon in it.

4 The beauty of the equitable statutes is they give the
5 Court a great deal of discretion in adjusting this. It's a
6 very old, equitable statute that actually this arises under.

7 And so I think the Court needs to fashion an order that says
8 all parties -- I mean, you could specifically name they need
9 to go along with evicting Brandon and proceed with a sale. Or
10 you could simply say all parties need to go along with what
11 needs to be done to sell the property, including having any
12 tenants vacate the premises if the Court doesn't want
13 specifically named Brandon. But if any party --

14 THE COURT: In terms of the sale of the property, let's
15 assume Mother Theresa is in there --

16 MR. BERNIER: Uh-huh.

17 THE COURT: -- and as opposed to Brandon, is the
18 difficulty him, or is it simply that you have a tenant
19 there --

20 MR. BERNIER: Well, it just --

21 THE COURT: -- that has to be removed at some point
22 before the sale of the property?

23 MR. BERNIER: You have a tenant there who's going to have
24 to be removed. And you know, the reality is, well, there's a
25 buyer who would buy this property fairly quickly.

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1 loud. If -- if I were to craft an order, which basically said
2 the property is to be sold and that all siblings are to
3 cooperate in that sale, including any eviction action that may
4 need to be taken, is that the type of order?

5 MR. BERNIER: That's the type of order. I mean, because
6 this is -- and I'm not -- it's Sue's son. So I'm not trying
7 to be cavalier, but I get she's going to be reluctant to evict
8 her own son. But we -- this is the problem that we envision
9 addressing is he's going to have to be evicted from the
10 premises. Maybe he'll leave after a 30-day notice, and it
11 doesn't have to go to court. But he's going to be evicted to
12 sell it. Three of the four testified to that. I believe they
13 testified to it credibly. And the -- so -- and basically, if
14 she does not cooperate, we're coming back here on a motion for
15 contempt. And the Court has those broad, equitable powers.

16 And basically, all of them have to cooperate with selling it.

17 The other thing that I'd be asking is that the Court say
18 that we have to accept all prices -- all offers of 420,000 or
19 more. In a proposed order, I'm probably going to put
20 something in that that price would adjust down if it's not
21 sold within 90 days; like, after 90 days, it goes to 400 or
22 something. We believe it will sell very quickly for the 420,
23 and we believe we're not actually going to even have to hire a
24 real estate agent. I tend to think also we should -- if -- if
25 it's not sold within 30 days, it should be listed with a real

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1 estate agent would be something I put in the order, but we
2 think we can get it under purchase and sale within 30 days or
3 so without a real estate agent.
4 THE COURT: Okay.
5 MR. BERNIER: From there -- yeah, well, that's -- yeah.
6 One thing I'd say with the purchase and sale is we get it
7 under purchase sale very quickly if Brandon were not there.
8 THE COURT: Now, I heard Kathi and Scott say -- well,
9 particularly Kathi -- she's not interested in rent. She's not
10 interested in getting rent from Brandon or rent -- rent
11 from -- from Sue. I thought Scott was pretty much along the
12 same lines. It was not -- it was not their priority. Yeah.
13 They just want to move the property along and go on with their
14 lives.
15 MR. BERNIER: The one position that I clarified that.
16 THE COURT: But I think Paul's client, Michael, may --
17 may feel differently about that.
18 MR. BERNIER: And if you award the rent then -- because
19 he was talking about, well, just giving Michael his rent.
20 I -- I mean, if -- if -- his one quarter.
21 THE COURT: Right.
22 MR. BERNIER: I think the Court's either got to do rent
23 in full for Shannon and Brandon --
24 THE COURT: Or not.
25 MR. BERNIER: -- or none at all. I don't think you can

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1 THE COURT: No.
2 MR. MILLS: I have an order. What I'm also ready to
3 submit, I tend to disagree slightly with Mr. Bernier on a
4 point. I think -- I was always told that the strong arm of
5 the law is equity. We've heard that as a familiar lyric --
6 THE COURT: That's what I've heard
7 MR. MILLS: -- all of our professional lives. I think
8 this Court would be remiss if it did not make a direct order
9 of removal, yes, upon due notice to the adult occupants of the
10 property at this time and after some due course of time, 30
11 days. I have prepared a memorandum, which I've circulated to
12 the other parties, on that point of the authority of the Court
13 to act directly.
14 THE COURT: Have you got this, Dan?
15 MR. MILLS: He did.
16 MR. BERNIER: Yes. Yes, I did. Yep.
17 MR. MILLS: Yes.
18 And that --
19 THE COURT: Would that order, Paul, be directed at
20 Brandon?
21 MR. MILLS: It definitely would.
22 THE COURT: Okay.
23 MR. MILLS: Yes. And those -- and -- and I'm prepared
24 to -- I anticipate the Court's questioning about that, and
25 I've tried to respond to that in this memorandum. And it

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1 say, well, Michael gets his one quarter and ignore the others.
2 MR. BERNIER: Right. So -- and that's, you know -- and I
3 think Scott's not my client, but he's willing to pay rent for
4 Shannon as long as he gets his share of rent for Brandon.
5 THE COURT: Uh-huh, right.
6 MR. BERNIER: But it's not a priority for him either.
7 THE COURT: Okay. I didn't mean to cut you off.
8 MR. BERNIER: I -- really -- I think I covered everything
9 I wanted to cover, Your Honor.
10 THE COURT: All right.
11 Paul?
12 MR. MILLS: Your Honor --
13 THE COURT: Are you going to submit --
14 I beg your pardon, Paul. Sorry to do that to you.
15 Were you going to submit a proposed --
16 MR. BERNIER: I'm going to submit a proposed order.
17 THE COURT: -- order? Okay.
18 Paul?
19 MR. MILLS: Your Honor, I have a proposed order, which I
20 prepared prematurely, perhaps presumptuously, yesterday. And
21 I've given it to the other parties. I -- I -- it is -- if you
22 wonder what has transpired, there are some minor changes in
23 it. But I'm ready to submit it probably within 20 minutes
24 after I leave this courtroom, but I am not ready to submit it
25 at the moment.

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1 would be set forth in a proposed judgment, which I have nearly
2 completed. And suffice it to say, our position is the same
3 with the other two of the other parties in that we don't feel,
4 even though from -- we admire, perhaps, the humanitarian
5 gesture, and we do feel that Sue's spirit is probably very
6 much willing to have the mother come back into the house and
7 make this home. I question whether the body is able. I
8 question the reality of being able to have, given the
9 intensive care that the mother would have, to come back in.
10 It's -- it's a worthy, noble aspiration. Don't think it's
11 doing a reality check that that's just likely to happen.
12 Also, unfortunately, even though it might -- her spirit
13 and heart goes out to her in some ways about wanting, as all
14 of them, not just herself, but I think all the parties here,
15 if they'd had their druthers, would be more in harmony if they
16 could be and would want to keep the family farm somehow. But
17 the capacity does not appear to be there. I also think it's
18 unrealistic, given the fact that this is the first time we've
19 heard about it, that going without a down payment, reaching --
20 I think it's highly speculative that either plan A or plan B
21 of Sue is going to be appropriate and that there's a realistic
22 kind of objective of being able to accomplish what she would
23 dream to be able to do. But I think it's just that I think
24 it's a dream. I don't really think it's reality. And on that
25 point, I think the three of us do agree.

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1 THE COURT: Thank you, Paul.
2 Walt?
3 MR. MCKEE: So I appreciate Paul's comments about the
4 dream. And I think that's -- you know, we're talking about a
5 house and money and rent and so on. But I don't think there's
6 anybody who had a parent who's had to be away somewhere else
7 in a nursing home or other facility that doesn't feel like
8 they want to bring them back one last time to that house. She
9 was removed from the house. She's in a good place it sounds
10 like. She's being taken care of. But I know I would, I
11 think. I hesitate to say the mother probably would love to
12 come back for one last time to be at the old place. She's in
13 Farmington at a -- at a place where she's being looked after,
14 but been around those places too often myself these days, and
15 they're not places to, unfortunately, die in.
16 And I think that Sue's is more than a dream. I think
17 it's something that she should have the opportunity to be
18 given the reality as difficult as that may be. I talked about
19 the plan A and the plan B, and certainly, Sue wants to be able
20 to do that as she indicated. It's the first time she talked
21 about it because it's the first time it's ever been relevant,
22 which was she had to get her granddaughter through high
23 school. She's going to get her. She made that commitment,
24 going to get her through high school, and then she's going to
25 be able to focus on buying this farm herself.

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1 But bringing Brandon in as some sort of third-party not
2 actually pled in the case, a person that would be materially
3 affected by your order, I believe, would be a mistake. The
4 process is you make your decision and partition, figure out
5 what to do with the property. Once that's done, it's sold,
6 whatever it may be. He's going to get evicted, just like
7 everybody else in the free world, just like every other tenant
8 in a property owned by somebody else. It gets sold, and they
9 get evicted. And as part of that process once it's sold --
10 THE COURT: So -- so let me ask you this. Well, so --
11 MR. MCKEE: Yeah.
12 THE COURT: -- let me just make sure I understand --
13 MR. MCKEE: Yeah.
14 THE COURT: -- your position. Paul has suggested that --
15 that I could issue an order, apparently directed at Brandon,
16 to vacate the premises. Now, there was another suggestion
17 that my order would direct the four siblings -- I guess I came
18 up with this --
19 MR. MCKEE: Um-hum.
20 THE COURT: -- or Dan, you were headed that way, and I
21 was just trying to sort of summarize -- that I would issue an
22 order directed at the four siblings to cooperate, not only in
23 the sale but also in the removal of the tenant.
24 MR. MCKEE: Right.
25 THE COURT: And is it that portion that you would even

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1 It is farm service, and that -- that operation works in a
2 different way. But I have to have this Court's order to say
3 something has to happen before she can put that into motion.
4 I'm going to propose that in the order she be allowed that
5 opportunity to pursue that process if she can do it within a
6 certain period of time, that she should be allowed to do it
7 and to make that purchase, and then these folks can get their
8 money and walk away, and then she'll be able to have the farm
9 and use it. And that's the plan A, and that's the preferred
10 plan for sure.
11 The plan B is just an option. So at least the house will
12 be there with some property. I understand there's a
13 disagreement about the value of the remaining 112 acres that
14 suggests that that value of that acreage is significant and
15 more than Mr. Jones has assessed, but he didn't actually
16 assess that one way or the other.
17 Do I recognize the arguments otherwise? With respect to
18 the rent, I think that we spent a tremendous amount of time
19 talking about Brandon and rent and so on, that her having him
20 in the house there for that period of time when nobody else
21 wanted to go in there during that period of time, nobody else
22 has to rent it to anybody else. Nobody has to move anybody
23 else in there. Nobody else said, we want to move in there,
24 was perfectly fair and reasonable. This Court is going to
25 make a decision about that, and so be it.

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1 object to?
2 MR. MCKEE: Yeah. I -- I believe --
3 THE COURT: Okay.
4 MR. MCKEE: -- I believe it can be sold with the tenant
5 in there. They may not like him one way or the other, but as
6 Sue indicated, he'll cooperate if somebody says, fine, come in
7 and show the property. They may not get along with him,
8 pretty sure about that. If they come over there with the
9 agent, sure, probably not going to go really great. But if an
10 agent comes in and shows the property, as Sue indicated,
11 that's fine. It's just that he's got an issue with these
12 folks here for reasons that are the --
13 THE COURT: Well --
14 MR. MCKEE: -- reasons they've stated. So I -- so I do
15 object to that part of it --
16 THE COURT: Okay.
17 MR. MCKEE: -- the cooperation. But separately,
18 Brandon --
19 THE COURT: Yeah, it probably would be if -- if -- if I
20 was to -- if I owned an apartment building in Augusta. and I
21 wanted to sell it --
22 MR. MCKEE: Um-hum.
23 THE COURT: -- I don't have to evict all the tenants
24 before I actually sell it. I sell the building and the --
25 MR. MCKEE: Yeah.

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1 THE COURT: -- the new landlord comes in and gives the --
2 MR. MCKEE: Kicks them out.
3 THE COURT: -- tenant a 30-day -- now assuming --
4 MR. MCKEE: Yeah.
5 THE COURT: -- there's no lease.
6 MR. MCKEE: No, there's no lease. Out they go.
7 THE COURT: Out they go.
8 MR. MCKEE: Yeah. That's what it is. And -- but just
9 even the concept of an order with Brandon, I mean, I can't
10 think of 1,000 different ways that you could -- any which way
11 you could have an order here against Brandon is what I think.
12 THE COURT: Um-hum.
13 MR. MCKEE: I just don't think that --
14 THE COURT: I don't think I have jurisdiction over it.
15 MR. MCKEE: No, I -- I -- that -- so that's just a
16 problem to start with. The other part, I understand, is more
17 nuanced, but Sue believes it can happen, sell the property,
18 Brandon gets evicted. And he may well leave at the point
19 anyway because, you know, the writing is on the wall. So --
20 THE COURT: Okay.
21 MR. MCKEE: -- so that's my piece there in terms of --
22 and the rent is just -- and I think most everybody agrees
23 except for one party that should just be a wash under the
24 circumstances. It's a lot of head space. A lot of discussion
25 here about what -- what should happen there. At the end of

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1 THE COURT: So I need to -- I guess I need to know what
2 exhibits are in and what are out. I know what I've kept out.
3 MR. BERNIER: Yeah. I can give you --
4 THE COURT: That, I know.
5 MR. BERNIER: -- what I checked off that we admitted of
6 mine. I -- want me to give you the numbers, and we'll make
7 sure you have those separate?
8 THE COURT: Yes.
9 MR. BERNIER: 1, 2, 3, 4, and 5.
10 THE COURT: Yeah.
11 MR. BERNIER: 12, 20 --
12 MR. MILLS: Without -- 12 without the notes.
13 MR. BERNIER: 12 without the notes. You -- yes.
14 THE COURT: Without notes. No notes. Yeah.
15 MR. BERNIER: 28, 29, 30, and 31.
16 MR. MILLS: Yep. I agree.
17 THE COURT: Did you say 30?
18 MR. BERNIER: Yeah. 30 and 31. Actually, 28 through 31
19 and I through 5 plus 12. So it's my last exhibits and my
20 first exhibits. So --
21 THE COURT: All right. Why don't you check this folder?
22 MR. BERNIER: All right.
23 THE COURT: Make sure I pulled out the exhibits for the
24 Plaintiff. And then I believe -- Walt, I don't believe you
25 had any exhibits.

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1 the day, if you decide the option of sell the property, divide
2 it up, that's what should happen. And we're going to skip the
3 rent for everybody.
4 And on the other point, in terms of whether it's Brandon
5 there or somebody else or somebody else individually
6 occupying, you -- you could make an order under these
7 equitable powers and say, well, there are other people. I'll
8 use Kathi -- I'm not trying to pick on her -- was living there
9 for a period of time and didn't pay anything exclusively,
10 right? That -- that -- that's what you do if somebody is just
11 living there, hey, well, you've got to pay us for the value.
12 We're not going in that direction --
13 THE COURT: Um-hum.
14 MR. MILLS: -- nor should we have to in the
15 circumstances. People allow people to be in there. Nobody
16 ever really liked it one way or the other, but nobody should
17 be getting charged for that. And ultimately, if you're going
18 to order the sale, sell the property, divide up the proceeds,
19 and we'll be done with this. Okay.
20 THE COURT: Let me make sure I have the exhibits
21 correctly here.
22 Dan, you gave me a folder.
23 MR. BERNIER: Yeah, I should probably --
24 THE COURT: And --
25 MR. BERNIER: -- take back some, but --

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1 MR. MCKEE: No, I didn't.
2 THE COURT: And Paul, I think you had --
3 MR. MILLS: Yeah.
4 THE COURT: -- correct me if I'm wrong, 5, 6, these are
5 admitted?
6 MR. MILLS: Yes.
7 THE COURT: They may have been over objection. 5, 6, 9,
8 11, and 13 I've admitted.
9 MR. MILLS: And also 10 and -- 10 and 12 came in actually
10 first.
11 THE COURT: Yeah. They may have. Let me just --
12 MR. MILLS: Both of them were over objection. But I've
13 got a list --
14 THE COURT: Yeah. Let me just make sure I put them in.
15 And 10 --
16 MR. MILLS: 10 and 12 were the first ones I put in, which
17 was the Haley Ward report, the actual reports were 10 and 12.
18 And then the bills came in, I thought, later, which I think --
19 THE COURT: Right.
20 MR. MILLS: -- is 11 and 13.
21 THE COURT: I -- and I let those in for a limited
22 purpose.
23 MR. MILLS: Right. I haven't checked. This is a list of
24 exhibits --
25 THE COURT: Yeah. What I do --

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1 MR. MILLS: -- I was thinking of doing. And two of them
2 were already introduced by Dan's client. So even though
3 they're listed here, they weren't proposed to be admitted
4 because they came in through --
5 THE COURT: Right.
6 MR. MILLS: -- his --
7 THE COURT: I have 10; I have 12.
8 MR. MILLS: In numerical order, what I had were 5, that
9 were admitted: 5, 6, 9, 10, 11, 12, 13.
10 THE COURT: Did you get 5, 6? Go ahead.
11 MR. MILLS: 5, 6, and then we skipped over to 9, 10, 11,
12 12, 13.
13 THE COURT: 9, 10, 11, I have -- 12. And where's 13?
14 MR. MILLS: 13 is payment for Scott Nelson's -- it's a
15 very thin file. I've got an extra copy if the Court's lost
16 it --
17 MR. BERNIER: That's Scott Nelson's bill?
18 MR. MILLS: Yes.
19 THE COURT: Well, sometimes, what can happen is when
20 you're moving around with exhibits in the courtroom, they end
21 up back on your desk. I had one case where the witness took
22 the photographs, put them in her folder, and headed off back
23 to her office, which wouldn't have been a problem except that
24 was in Holton at the time. So -- so we had to retrieve the
25 documents.

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1 So when I come back, I'll have two matters pending that I
2 have to make a decision on. This will be one of them. Now,
3 depending on how your -- your proposed orders are, I may be
4 able to, obviously, you know, either adopt them in whole or in
5 part or in pieces or what have you. So it may take me less
6 time since the principles of law really aren't -- you don't
7 really disagree with that.
8 MR. BERNIER: Right.
9 THE COURT: It's really, you know, how you apportion and
10 how you -- who your contribution is for if you give any -- the
11 rental whole issue.
12 So I know Kathi wants a quick decision, but I'm not going
13 to get it this week, Kathi. You're not going to get a
14 decision today or --
15 THE PLAINTIFF: I fly out --
16 THE COURT: -- or next week. All right.
17 THE PLAINTIFF: I fly out the third. Can it be before
18 that?
19 THE COURT: I'm thinking that what it will take me is
20 probably middle of December. I -- I'm coming back -- I come
21 back to the country on the 10th.
22 MR. MCKEE: Can you give us 14 days to resubmit?
23 THE COURT: Yeah.
24 MR. MCKEE: I mean, I'm just trying to pick I'm just
25 trying to pick a schedule --

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1 MR. MILLS: This is what 13 looked like.
2 THE COURT: I don't remember seeing it, Paul, but all
3 right, there it is. So --
4 MR. MILLS: That got admitted.
5 THE COURT: All right. And the ones that I did not
6 admit, I believe, are 7 and 1 and 2.
7 MR. MILLS: That is --
8 THE COURT: They're part of the record, but they're not
9 admitted.
10 MR. MILLS: I understand. That's correct. That's what I
11 have too.
12 THE COURT: Okay. So I think I have all the exhibits.
13 All right.
14 What do you want to do? Let me tell you, my schedule
15 is -- over the last several weeks, I've had six bench trials.
16 Now, a good part of that is that people get their day in
17 court.
18 MR. BERNIER: Um-hum.
19 THE COURT: The bad part is I've got to make decisions.
20 And unlike a jury, I just can't come out and say guilty, not
21 guilty, you know, verdict for the Plaintiff, verdict for the
22 Defendant. I have to write something. And so it is -- it
23 takes some time. I've completed four of the six decision.
24 I'm going to take a week off next week. Saturday, I'm flying
25 out -- out of the country, so I'll be gone for a week.

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1 THE COURT: And so that would take me, you know, if you
2 give me -- if -- if I give you 14 days, is that enough for
3 you?
4 MR. MILLS: Yes.
5 MR. BERNIER: That's fine, Your Honor.
6 THE COURT: So 14 days from today, I'll get -- those will
7 be available for me when I get back.
8 MR. MCKEE: And can we send those to you in Word as well
9 by email, as much as I don't like all the emailing --
10 THE COURT: Yes.
11 MR. MCKEE: -- here?
12 THE COURT: Absolutely.
13 MR. MCKEE: But my proposed order is helpful.
14 THE COURT: Well, and -- and I -- and I actually prefer
15 that --
16 MR. MCKEE: Yeah.
17 THE COURT: Not -- not chitchat between the two of you.
18 I understand that. But I -- I use email only because I'm not
19 physically -- I'm not physically here. I'm in the Augusta
20 area. So I -- I -- I -- come up here; I'm sitting up here.
21 But I don't generally have access to -- sometimes, I don't
22 have access to the files.
23 MR. BERNIER: Um-hum.
24 THE COURT: And --
25 MR. MCKEE: We could submit --

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1 THE COURT: -- or I may not have -- or I'll take -- if
2 you submit it to the Court, it's going to take a day, you
3 know, for that to get scanned, and then so it -- it -- it
4 delays a little bit of time.
5 MR. MCKEE: So my thought was I --
6 THE COURT: You send it to my email; I can print it off
7 at my house.
8 MR. MCKEE: -- and then we could separately --
9 THE COURT: Because, by the way, I am retired. I'm
10 active retired. That's why I'm --
11 MR. MCKEE: We can file them with the proposed order for
12 the Court so that they have a court record --
13 THE COURT: They have a court record.
14 MR. MCKEE: -- but email you the Word copy, so you --
15 THE COURT: Right.
16 MR. MCKEE: -- cut and paste as you see fit.
17 THE COURT: Right. I'll have the file with me. I'll
18 take the file with me. But if you -- it's necessary that they
19 docketed by the Court.
20 MR. MCKEE: Yes.
21 THE COURT: And then what I do is, when I get my copy, I
22 two-hole punch it and put in the file so that we know, and I
23 make a notation as to when I got it so -- but that would save
24 some time. I can -- I can print it right off at my home
25 computer and then -- and get started on it.

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1 think was going to be raised in trial was bill of costs. And
2 usually, you don't submit those until you have a judgment.
3 THE COURT: Right.
4 MR. BERNIER: I'm happy to submit mine if Walt wants more
5 time to object to the bill of costs; that's fine.
6 MR. MCKEE: Well yeah --
7 MR. BERNIER: I'd just as soon get mine in so that we get
8 the whole ball rolling.
9 MR. MCKEE: It's also winners or losers. And it's hard
10 in a partition case to figure out who the winner or loser is
11 in the bill of costs, so --
12 THE COURT: It is.
13 MR. MCKEE: So we kind of need to know what --
14 THE COURT: Particularly when you're dealing with --
15 MR. MCKEE: -- value agreement --
16 THE COURT: -- you know, four people --
17 MR. MCKEE: Four people.
18 THE COURT: -- you know.
19 MR. MCKEE: Everybody wins a little and --
20 MR. BERNIER: But --
21 MR. MCKEE: -- everybody loses a little so --
22 MR. BERNIER: I can submit it after the Court signs a
23 decision --
24 MR. MCKEE: Okay.
25 MR. MCKEE: -- which is the norm -- which is how the

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1 So 14 days, that would take us to -- today's the 27th?
2 Again, is the 11th okay? I mean, is that too soon? Do you
3 want more time?
4 MR. BERNIER: That's fine, Your Honor. I --
5 THE COURT: All right. And I'll be just back. I think I
6 have some -- I think I have a --
7 MR. MCKEE: Are you doing civil in Kennebec?
8 THE COURT: I'm doing some settlement conferences that
9 week, I think. But whatever it is, that -- that two week,
10 I'll be back.
11 MR. BERNIER: The one thing is, Your Honor, because, you
12 know, we had a lot of discussion and, quite frankly, a lot of
13 this was over bill of costs.
14 THE COURT: Right.
15 MR. BERNIER: Would it be okay if we just submitted our
16 bill of costs with a proposed order?
17 THE COURT: Oh, sure.
18 MR. BERNIER: Technically, you don't submit them until --
19 but I just -- it'll just speed things along that --
20 MR. MCKEE: Yeah. But -- but -- so you'll have a
21 judgment. And I'll basically tick ahead 10 days, so I have
22 time to -- I'm not going to object to your bill of costs then
23 in this -- by the 13th -- by the 11th.
24 MR. BERNIER: I mean, I was -- I was just thinking I'd
25 get it in. Be nice if -- because one of the issues that I

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1 statute is worded.
2 THE COURT: Yeah.
3 All right. Anything else we need to address?
4 MR. BERNIER: No, thank you.
5 MR. MILLS: Your Honor --
6 THE COURT: Go ahead.
7 MR. MILLS: I would contemplate that what we're
8 submitting are simultaneous proposed orders. Within those
9 orders, necessarily, there will be some findings of fact
10 conclusions of law --
11 THE COURT: Right.
12 MR. MILLS: -- which substitute for and would take the
13 place for some kind of a brief or lyric --
14 THE COURT: Right.
15 MR. MILLS: -- kind of presentation.
16 THE COURT: Right.
17 MR. MILLS: Which we've already made anyway.
18 THE COURT: Right.
19 MR. MILLS: That's -- that's all. I'm just wondering --
20 THE COURT: As I said, the legal principle is not
21 complicated to me. And I do write out my decisions. I just
22 find that that's the way I process information. That's how I
23 get to my decision. So even the stuff that you submit to me,
24 I -- I -- I -- it's unlikely I'm just going to crib it in --
25 in -- you know, entirely. I'll take pieces of it, and I'll

1 come up with my own decision. I think I'm looking at
2 probably, if we -- if you are submitting stuff on the 11th,
3 and you got the holidays, I don't want to promise you
4 something I can't deliver because I'll have that other matter
5 that I got to deal with to be decided. So it's probably going
6 to be after the first of the year before you get a decision
7 from me on this matter.

8 I mean, just as I think through and what -- what my
9 schedule is and the time it's going to take for me to sort of
10 think through the issues, I think you're probably looking at
11 some time shortly after the first of the year. I do have to
12 go to Holton on the 2nd of January for a bench trial up
13 there -- for a two-day trial. So I'm trying to plot out what
14 my timing will be, so I'll have time to deal with this.

15 Anything we need to address other than -- that we haven't
16 talked about?

17 MR. MCKEE: No, Your Honor. Thank you. (Indiscernible).

18 THE COURT: All right.

19 MR. BERNIER: Thank you, Your Honor.

20 THE COURT: I do want to make a comment, you know. This
21 is not unfamiliar to me. I married into a farm family of
22 potato farmers up north, and they had thousands of acres -- a
23 couple of thousand acres. And it was a difficult process for
24 them to sell the farm. They just went through it just this
25 past year. And four people, three brothers and a daughter. I

1 married the daughter, obviously. And so I know it's difficult
2 to do that. And I understand, you know, not just the
3 sentimental value but, you know, giving up the homestead and
4 giving up the farmland and -- and so forth. And they didn't
5 all agree, and they didn't necessarily all agree.

6 So I understand the emotion that goes with this. My only
7 prayer for all of you is that, at some point, you can
8 reconcile so that you can speak to each other. You know, land
9 is land, property and money and everything else, and I
10 appreciate that. And that's my role. But at some point, I
11 hope that maybe you can all see the light and be able to
12 communicate with each other. You are siblings. You are
13 brothers and sisters --

14 THE PLAINTIFF: Thank you, Your Honor.

15 UNIDENTIFIED SPEAKER: Thank you.

16 THE COURT: So that's -- that's my thought for all of
17 you.

18 UNIDENTIFIED SPEAKER: Thank you.

19 THE COURT: Good luck to you all.

20 THE PLAINTIFF: Thank you.

21 (Proceedings concluded at 1:42 p.m.)
22
23
24
25

CERTIFICATION

1 We HEREBY CERTIFY, that the foregoing, pages 1 through
2 239, is a true transcript of a CD recorded on Monday, November
3 27, 2023, at the Somerset County Superior Court located at
4 Skowhegan, Maine, of the case entitled, KATHI PLANTE VS. SUE
5 LEHAY, ET ALS., to the best of our professional skills and
6 abilities.
7
8

9 February 22, 2024
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12 Tabitha L. Jones
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