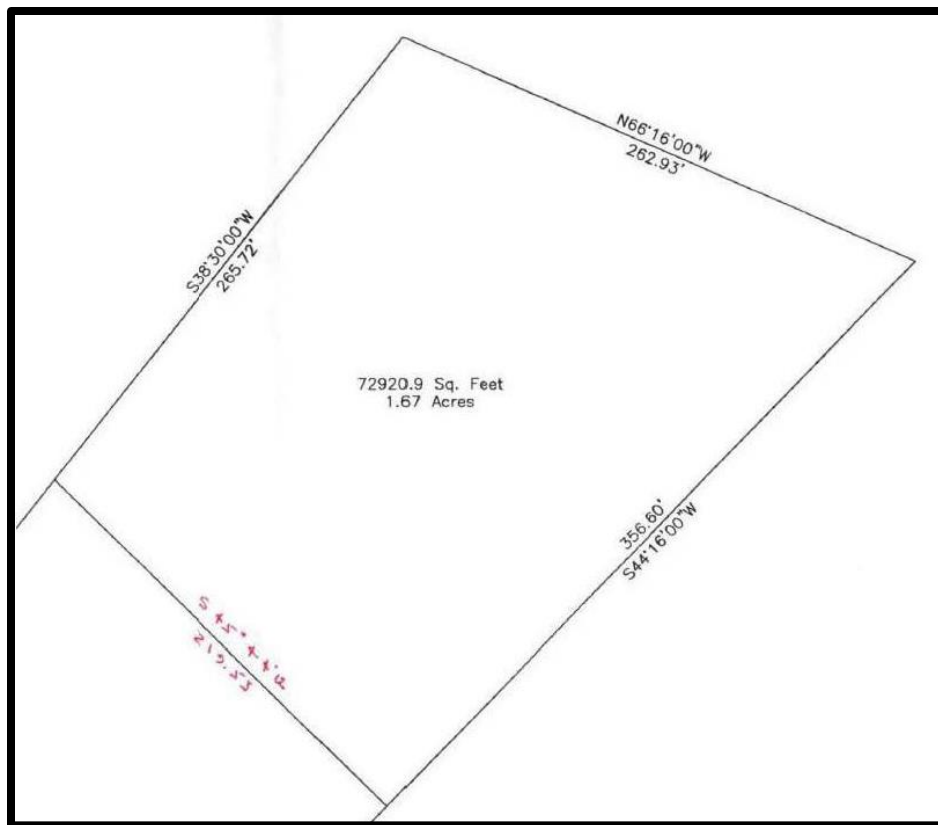




## PROPERTY INFORMATION PACKAGE



Our 8,298<sup>th</sup> Auction

**Timed Online Real Estate Auction 20-192**

**1.67+/- Acre Surveyed Land Parcel**

**1757A Bucksport Road, Ellsworth, Maine**

**Online Bidding Ends: Thur, Nov. 19, 2020 at 11AM**



Keenan Auction Company, Inc.  
1 Runway Road  
So. Portland, Maine 04106  
(207) 885-5100  
www.KeenanAuction.com  
info@keenanauktion.com  
Richard Keenan  
ME R.E. LIC.#2175  
ME AUCTION LIC.#236

November 3, 2020

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **Timed Online Real Estate Auction 20-192:** Real estate consists of a 1.67+/- acre surveyed land parcel with deeded access to US Route 1. The Online Bidding begins: on Sun, Nov. 1, 2020 at 9AM and **Online Bidding Ends: Thur, Nov. 19, 2020 at 11AM** and will be conducted through [Proxibid.com](https://proxibid.com). Please find our detailed Property Information Package enclosed for your review.

Online Bidding Powered By: **proxibid**

The above property is subject to a **\$2,500** deposit (non-refundable as to the highest bidder) in CERTIFIED U.S. FUNDS via Visa/MasterCard payable to the Keenan Auction Company, Inc. (charged by Auctioneer to the high bidder's credit card at the conclusion of the auction), with balance due and payable within **30 days** from date of auction. The property will be sold by public auction subject to all outstanding municipal assessments. There will be a **12% buyer's premium** added to the high bid price to equate the final purchase price. Conveyance of the property will be by Quitclaim Deed with Covenant. All other terms can be found as an enclosure to this information package and as listed online at Proxibid.com.

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

Sincerely,

**KEENAN AUCTION COMPANY, INC.**

Enc.

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

**Timed Online Real Estate Auction 20-192  
1.67+/- Acre Surveyed Land Parcel  
1757A Bucksport Road, Ellsworth, Maine**

**Prepared for:  
Linnehan Acceptance**

**Prepared by:  
Keenan Auction Company, Inc.**

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



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



## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### *Right Now You Are A Customer*

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

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

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

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

### *You May Become A Client*

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

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

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

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

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

### WHAT IS A DISCLOSED DUAL AGENT?

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

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

### *Remember!*

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

### THIS IS NOT A CONTRACT

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

To Be Completed By Licensee

This form was presented on (date) \_\_\_\_\_

To \_\_\_\_\_  
Name of Buyer(s) or Seller(s)

by David Reed \_\_\_\_\_  
Licensee's Name

on behalf of Keenan Auction Company, Inc. \_\_\_\_\_  
Company/Agency

MREC Form#3 Revised 07/2006  
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maine.gov/professionallicensing](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.

**DISCLAIMER**

**ATTENTION PROSPECTIVE BIDDER**

THE INFORMATION SET FORTH IN THIS PROPERTY INFORMATION PACKAGE IS BELIEVED TO BE CORRECT AND COMPLETE. HOWEVER, THE KEENAN AUCTION COMPANY, INC. AND THE SELLER OF THIS PROPERTY AND ITS AGENTS/REPRESENTATIVES MAKE NO WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF THIS INFORMATION.

PRIOR TO THE AUCTION, PROSPECTIVE BIDDERS SHOULD MAKE SUCH INVESTIGATION, AS THEY DEEM APPROPRIATE.

# Advertisement

Timed Online Real Estate Auction 20-192

1.67+/- Acre Land Parcel

1757A Bucksport Rd., Ellsworth, Maine

**ONLINE BIDDING BEGINS: Sunday, November 1, 2020 at 9AM**

**ONLINE BIDDING ENDS: Thursday, November 19, 2020 at 11AM**

**Real Estate:** Consists of a 1.67+/- acre surveyed parcel with access to US Rt. 1. The property is 8.5+/- miles to Ellsworth and 26+/- miles to Acadia National Park. Reference Tax Map 53, Lot 15A.

**Terms:** A **\$2,500** deposit (nonrefundable as to highest bidder) in Visa/ Mastercard, payable to the Keenan Auction Co., Inc., with balance due and payable within **30 days** from date of auction. **12% Buyer's Premium.** The property will be sold by public auction subject to all outstanding municipal assessments. Conveyance of the property will be by release deed. For a Property Information Package/Terms of Sale visit KeenanAuction.com or call (207) 885-5100 and request by auction #20-192. Richard J. Keenan #236. Our 48<sup>th</sup> Year and 8,298<sup>th</sup> Auction.

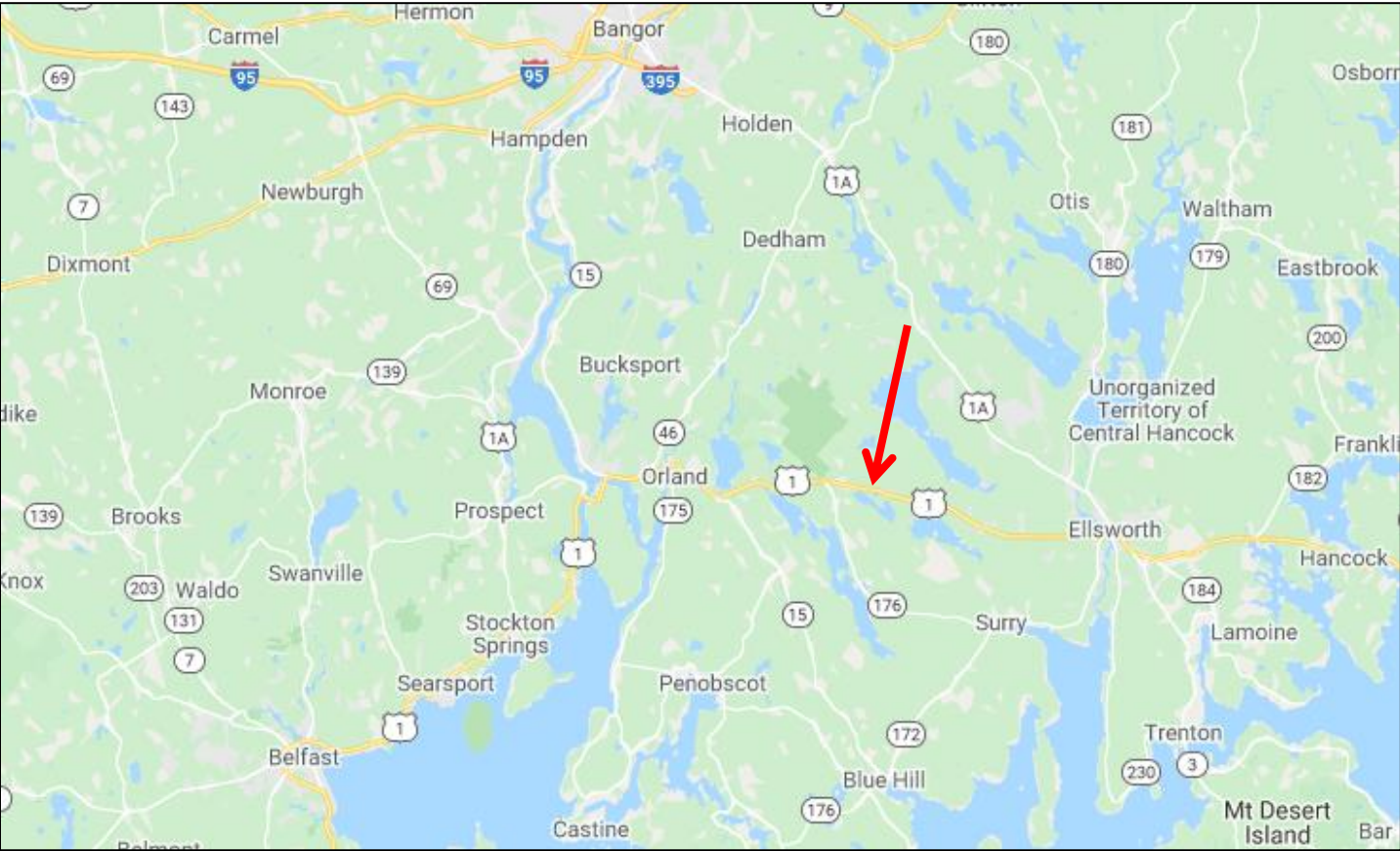
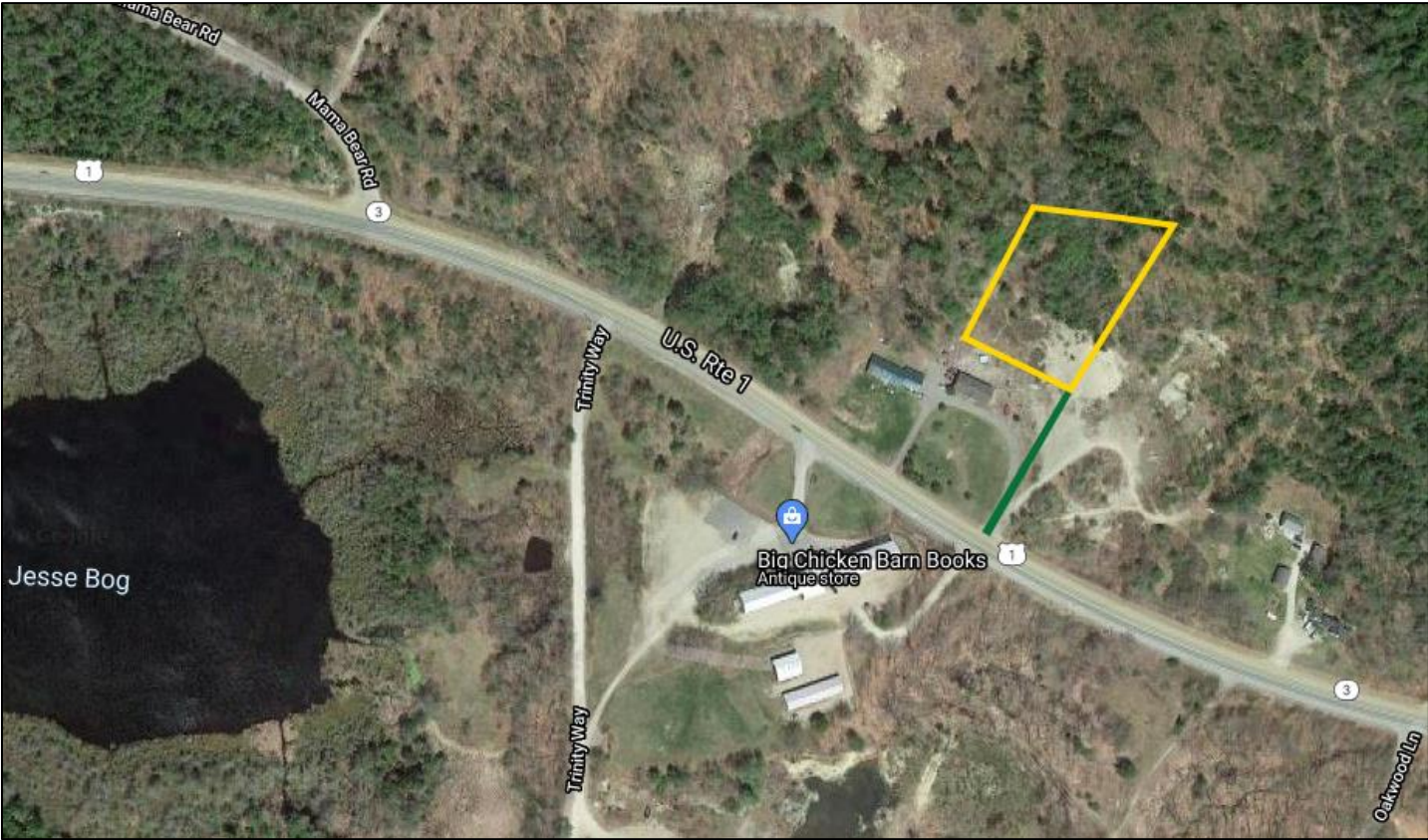


**Keenan  
Auction  
Company®**

Keenan Auction Company, Inc.  
1 Runway Road  
So. Portland, ME 04106  
207-885-5100  
info@keenanauction.com



Location Map



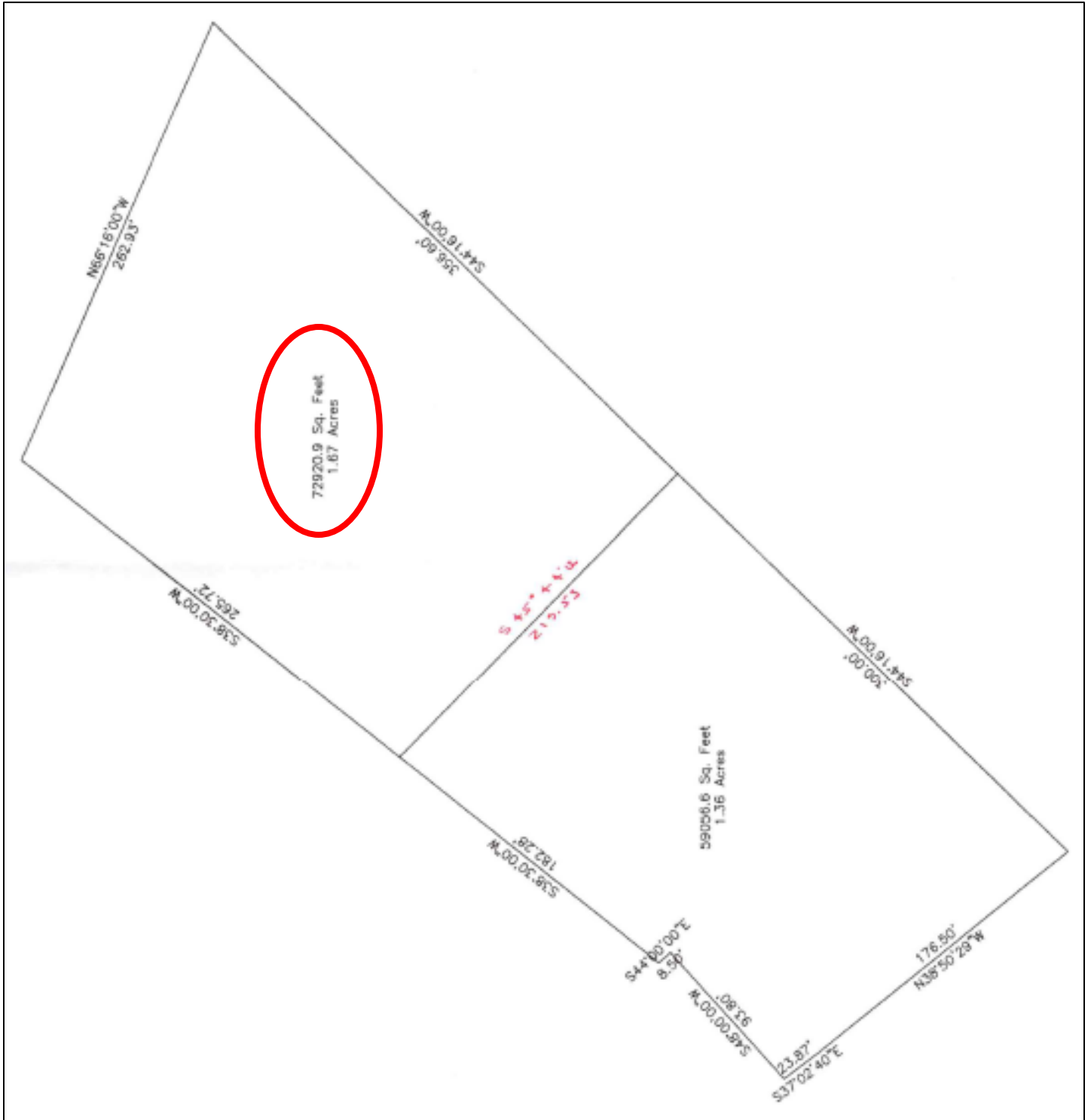


# Tax Map

[Map 53, Lot 15-1]



# Plot Plan



Property Location: BUCKSPORT ROAD  
 Map ID: 053/015/001/000/  
 Account #: LINC0B  
 Vision ID: 107259  
 Bldg #: 1  
 Sec #: 1 of 1  
 Card #: 1 of 1  
 State Use: 1300  
 Print Date: 8/13/2020 9:24:33 AM

CURRENT OWNER										TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT				City of Ellsworth													
LINNEHAN ACCEPTANCE  PO BOX 678  ELLSWORTH ME 04677																		Description		Code		Appraised		Assessed		Property Card									
																		RES LAND		1300		20,900		20,900											
SUPPLEMENTAL DATA																																			
Alt Pric ID 053015001000																																			
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HISTORIC																																			
survey																																			
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Total																																			
RECORD OF OWNERSHIP																		BK-VOL/PAGE		SALE DATE		Q/U		VII		SALE PRICE		VC		PREVIOUS ASSESSMENTS (HISTORY)					
LINNEHAN ACCEPTANCE																		6945 239		04-11-2019		U		V				0 1		Year Code Assessed Year Code Assessed Year Code Assessed					
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CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style: Model Grade: Stories: Occupancy Exterior Wall 1 Exterior Wall 2 Roof Structure: Roof Cover Interior Wall 1 Interior Wall 2 Interior Fir 1 Interior Fir 2 Heat Fuel Heat Type: AC Type: Total Bedrooms Total Bthrms: Total Half Baths Total Xtra Fixtrs Total Rooms: Bath Style: Kitchen Style: 3/4 baths	00	Vacant			
			MIXED USE		
			Code	Description	Percentage
			1300	Res Land Rear	100 0 0
			COST / MARKET VALUATION		
			RCN	0	
			Year Built		
			Effective Year Built		
			Depreciation Code		
			Remodel Rating		
			Year Remodeled		
			Depreciation %		
			Functional Obsol		
			External Obsol		
			Trend Factor	1	
			Condition		
			Condition %		
			Percent Good		
			RCNLD	0	
			Dep % Ovr		
			Dep Ovr Comment		
			Misc Imp Ovr		
			Misc Imp Ovr Comment		
			Cost to Cure Ovr		
			Cost to Cure Ovr Comment		
			OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)		
Code	Description	L/B	Units	Unit Price	Yr Blt
				Cond.	Cd
				% Good	Grade
				Grade Adj	Appr. Value
			BUILDING SUB-AREA SUMMARY SECTION		
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost
					Undeprec Value
			Ttl Gross Liv / Lease Area	0	0

No Sketch

## **Municipal Information**

**Timed Online Real Estate Auction 20-192  
1757A Bucksport Road, Ellsworth, Maine**

**FY2020/21 Mill Rate \$ 18.77 Per \$1,000.00**

**Percent of Valuation at Market 100%**

**Tax Map 53, Lot 15-1 (a/k/a 15A)**

**Zoning: Rural ("R") District**

**FY2020/21 TAX VALUE:**

Land	\$ 20,900.00
Building	<u>0.00</u>
Total Value	\$ 20,900.00

**FY2020/21 ANNUAL REAL ESTATE TAXES: \$ 392.29**

**REAL ESTATE TAXES DUE: Current - The 2<sup>nd</sup> half of the FY20/21 tax bill will become due on 3/11/2021 and will be the responsibility of the Buyer (\$196.14).**

**PUBLIC WATER: NA**

**PUBLIC SEWER: NA**

**The above information was obtained from the Ellsworth City Hall. For further details on municipal information please contact the City Hall at 207-667-2563.**



## PROPERTY DISCLOSURE - LAND ONLY

**PROPERTY : 1757A Bucksport Road, Ellsworth, Maine**

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

### Section 16 - Private Water Supply Disclosure

A. Type of System; _____	Not Known	<u>X</u>
B. Location; _____	Not Known	<u>X</u>
C. Malfunctions; _____	Not Known	<u>X</u>
D. Date of installation; _____	Not Known	<u>X</u>
E. Date of most recent test; _____	Not Known	<u>X</u>
F. Have you experienced a problem such as an unsatisfactory water test or a water test with notations; _____	Not Known	<u>X</u>

### Section 18 - Waste Disposal System Disclosure

#### **A. Private**

1. Type of system; _____	Not Known	<u>X</u>
2. Size of tank; _____	Not Known	<u>X</u>
3. Type of tank; _____	Not Known	<u>X</u>
4. Location of tank; _____	Not Known	<u>X</u>
5. Malfunctions of tank; _____	Not Known	<u>X</u>
6. Date of installation of tank; _____	Not Known	<u>X</u>
7. Location of leach field; _____	Not Known	<u>X</u>
8. Malfunctions of leach field; _____	Not Known	<u>X</u>
9. Date of installation of leach field; _____	Not Known	<u>X</u>
10. Date of most recent servicing of system; _____	Not Known	<u>X</u>
11. Name of contractor who services the system; _____	Not Known	<u>X</u>

#### **B. Public**

1. Have you experienced any system or line malfunction; _____	Not Known	<u>X</u>
---	-----------	----------

### Section 19 - Known Hazardous Materials Disclosure

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

A. Radon; _____	Not Known	<u>X</u>
B. Underground storage tanks; _____	Not Known	<u>X</u>

*This disclosure will be included in our buyer's prospectus to be delivered to potential purchasers.*

*Please do not leave any questions unanswered, indicate N/A or mark (X) Not Known.*

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

John J. Lumb  
Seller's Signature

10-30-2020  
Date

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

## Zoning Map



H. **Rural (R).** The zone offers a low-density rural area that is primarily for single family-homes, traditional rural occupations, agricultural activities, and forestry. Significant incentives are provided for the creation of cluster developments.

# Land Use Table

307. Table of Use Regulations.	GROWTH AREAS								RURAL AREAS	
	DT Downtown	U Urban	N Neighborhood	C Commercial	CP Commerce Park	I Industrial	BP Business Park	R Rural	DW Drinking Water	
<b>RESIDENTIAL/LODGING</b>										
Accessory Dwelling	Y	Y	Y	Y	N	N	Y	Y	Y	
Boarding House/Congregate Housing/Assisted Living Facility	Y	Y	Y	N	N	N	N	Y	N	
Campground	N	Y	N	N	N	N	N	Y	N	
Campsite	N	Y	Y	Y	N	N	N	Y	Y	
Dwelling	Y	Y	Y	N	N	N	N	Y	Y	
Single Family Detached/Attached	Y	Y	Y	Y	N	N	N	Y	Y	
Multi-Family - 3 to 6 units	Y	Y	Y	Y	N	N	N	Y	Y	
Multi-Family - 7 or more units	Y	Y	Y	Y	N	N	N	N	N	
Homeless Shelter	Y	Y	Y	N	N	N	N	Y	N	
Mobile Home	N	Y	Y	Y	N	N	N	Y	Y	
Mobile Home Park	N	Y	N	N	N	N	N	Y	N	
Lodging	Y	Y	Y	Y	N	N	N	Y	Y	
Bed and breakfast	Y	Y	Y	Y	N	N	N	Y	Y	
Hotel/motel	Y	Y	N	Y	N	N	N	Y	Y	
<b>INSTITUTIONAL, SOCIAL &amp; PUBLIC SERVICES/FACILITIES</b>										
Business and Trade School	Y	Y	Y	N	Y	Y	Y	Y	Y	
Cemetery, private	N	Y	Y	N	N	N	N	Y	Y	
Day Care	Y	Y	Y	Y	N	Y	N	Y	Y	
Educational Institution	Y	Y	Y	N	N	Y	N	Y	Y	
Religious Institution	Y	Y	Y	N	N	N	N	Y	Y	
Special Uses	Y	Y	Y	Y	Y	Y	Y	Y	Y	
Telecommunication Tower	N	Y	Y	Y	N	Y	Y	Y	Y	

307. Table of Use Regulations - continued	GROWTH AREAS							RURAL AREAS		Shoreland Zones 408.8	
	DT Downtown	U Urban	N Neighborhood	C Commercial	CP Commerce Park	I Industrial	BP Business Park	R Rural	DW Drinking Water	RP OR SP	ALL OTHER SZ
RURAL/RECREATION											
Agricultural Activity	N	Y	Y	N	N	N	N	Y	Y		
Boat Launch, Private and/or Commercial	N	N	N	N	N	N	N	N	N		
Boat Launch, Public	Y	N	Y	N	N	N	N	Y	Y		
Feedlot, Agricultural	N	N	Y	N	N	N	N	Y	N		
Golf Course	N	N	Y	N	N	N	N	Y	N		
Junkyard	N	N	N	N	N	Y	N	Y	N		
Landing Area	N	N	N	N	N	N	N	Y	Y		
Marina	Y	N	Y	N	N	N	N	Y	N		
Mineral Extraction	N	N	N	N	N	Y	N	Y	N		
Sawmill	N	N	N	N	N	Y	Y	Y	N		
Stable	N	N	Y	N	N	N	N	Y	Y		
Timber Harvesting	N	Y	Y	Y	Y	Y	Y	Y	Y		
COMMERCIAL/INDUSTRIAL USES											
Agriculture and Processing, Commercial	Y	N	N	N	Y	Y	Y	Y	Y		
Animal Hospital	N	Y	N	Y	N	Y	N	Y	N		
Automobile Sales, Repair, and Leasing - Major	N	Y	N	Y	N	Y	Y	N	N		
Automobile Sales, Repair, and Leasing - Minor	Y	Y	N	Y	N	Y	Y	Y	Y		
Bulk Storage	N	N	N	N	N	Y	Y	Y	Y		
Bulk Tank Facility	N	N	N	Y	N	Y	Y	N	N		
Commercial Use	Y	Y	N	Y	N	Y	Y	Y	Y	NO	CEO/NO
Convenience Store	Y	Y	Y	Y	N	N	N	Y	Y		
Custom Manufacturing	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Equipment Sales and Rental	N	Y	N	Y	N	Y	Y	Y	Y		
Gas Station	Y	Y	N	Y	N	Y	N	Y	N		
Energy storage Systems, Stand-alone*	N	N	N	N	N	Y	Y	N	N		
Essential Services	Y	Y	Y	Y	Y	Y	Y	Y	Y	CEO	YES
	Y	Y	Y	Y	Y	Y	Y	Y	Y	PB	PB
	Y	Y	Y	Y	Y	Y	Y	Y	Y	PB	PB/NO

307. Table of Use Regulations - continued	GROWTH AREAS							RURAL AREAS		Shoreland Zones 408.8	
	DT Downtown	U rban	N eighborhood	C ommercial	CP Commerce Park	I ndustrial	BP Business Park	R ural	DW Drinking Water	RP OR SP	ALL OTHER SZ
Industrial Service	Y	Y	N	Y	N	Y	Y	Y	Y	NO	CEO/NO
Industry, Heavy	N	N	N	N	N	Y	Y	N	N	NO	CEO/NO
Industry, Light	N	Y	N	Y	Y	Y	Y	Y	Y	NO	CEO/NO
Laboratory, Research, and Development Facility	Y	Y	N	Y	Y	Y	Y	Y	N		
Personal Service Establishment	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Medical Marijuana Primary Caregiver Operation (cultivation, production, dispensing, and all related activities) Outside the Primary Residence and collectives	N	N	N	N	N	N	N	N	N		
Processing, Fish Wholesale	Y	N	N	N		Y	Y	Y	Y		
Professional Establishment	Y	Y	Y	Y	Y	Y	Y	Y	Y		
Restaurant/Bar and/or Cocktail Lounge	Y	Y	N	Y	N	N	N	Y	Y		
Shopping Center	N	Y	N	Y	N	N	N	Y	N		
Solar Energy System, Stand-alone*	Community	N	Y	Y	N	N	N	N	N		
	Big Box	N	N	N	Y	N	N	N	N		
	Small-Scale	Y	Y	Y	Y	N	Y	Y	Y		
	Medium-Scale	N	Y	N	Y	N	Y	Y	Y		
Warehouse	Large-Scale	N	Y	N	Y	N	Y	Y	Y		
		N	Y	N	Y	N	Y	Y	Y		

\* Accessory Uses are considered as part of the principal use for zoning purposes including allowable locations.



**308. DIMENSIONAL REQUIREMENTS.** The following table shall govern dimensional requirements in the various zoning districts:

Zoning Districts	Minimum Lot Size (square feet)	Minimum Road Frontage (feet)	Minimum Lot Width (feet)	Table of Dimensional Requirements			Maximum Height (feet)	Units per Acre	Other Requirements
				Minimum Building Setback	Side (feet)	Back (feet)			
Downtown (DT)	NA	NA	NA	*No front setback requirements except buildings fronting on Main Street between the Union River and High Street shall have a minimum building height of 25 ft with 0 ft front setback (built at the property line) and a maximum building height of 60 ft. Building with a height greater than 25 ft shall benefit from an enclosure ratio of 1:1.5	0	0	*Maximum height of 48 ft except for buildings between the Union River and High Street shall have a minimum building height of 25 ft with 0 ft front setback (built at the property line) and a maximum building height of 60 ft. Building with a height greater than 25 ft shall benefit from an enclosure ratio of 1:1.5.	NA	1. Lot Landscaping 2. Focus on parking lot location Ch. 56 section 1102.5 and on Cross Access Ch. 56 Section 910.4. 3. Drive-in facilities shall be located behind the building and pedestrian circulation shall be protected from auto traffic.
Urban (U)	10,000	18	100	NA	5	5	60	NA	
Neighborhood (N)	20,000	50	100	20	10	20	NA	10	
Industrial (I)	0	0	100	0	0	0	65	NA	
Business Park (BP)	0	0	100	0	0	0	65	NA	
Rural (R)	40,000	50	100	20	15	15	35	6	
Drinking Water (DW)	80,000	50	100	50	15	20	48 feet except that there is a side and rear setback enclosure ratio of 10:1 for every foot of height over 35 feet.	0.5	
Commerce Park (CP)	40,000	100	100	40	20	20	65	NA	
Commercial (C)	20,000	100	100	0	10	10	65	NA	75 % maximum impervious surface

\*Exempts single family attached and detached

Projects shall meet State law for minimum lot size or requirements for smaller lots, and for subsurface wastewater disposal

Setbacks apply to structures, accessways excluding driveways, parking lots and stormwater retention facilities.

The minimum frontage for a lot serviced by a subsurface wastewater disposal system is 100 feet.

An access serving two houses or less is referred to as a residential driveway and minimum road frontage does not apply.

Special Uses have to meet setbacks but do not have to meet the lot size

Enclosure Ratio is the ratio of building height to the distance between building and the center of the right-of-way, for every foot of height you get 1.5 foot of setback.

**Purchase & Sale Agreement**  
**Auction 20-192**

This Agreement is entered into this 19<sup>th</sup> day of November, 2020, by and between Linnehan Acceptance, having a mailing address of Attn: John D. Linnehan, President, PO Box 678, Ellsworth, Maine 04605-0678, hereinafter sometimes called (the “**SELLER**”), and the following hereinafter referred to as (the “**BUYER**”):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

**Witnesseth**

WHEREAS, SELLER is desirous of selling, by public auction, all its right, title and interest in and to the Property, being land and buildings located at 1757A Bucksport Road (a/k/a 0 Bucksport Road), in the City of Ellsworth, County of Hancock and State of Maine. The real estate is referenced by the City of Ellsworth’s Assessing Office as Tax Map 53, Lot 15-1 and is more particularly bounded and described in **Exhibit A**, a copy of which is attached hereto and incorporated herein (the “Real Estate” or the “Property”).

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

(\$ \_\_\_\_\_)

\_\_\_\_\_ Dollars.

NOW THEREFORE, the SELLER, in consideration of the deposit of **Two Thousand Five Hundred Dollars (\$2,500.00)**, receipt of which is hereby acknowledged, does hereby agree to sell and convey the Property to BUYER for the aggregate sum of \$ \_\_\_\_\_ and BUYER agrees to purchase the same for the said price upon the following terms & conditions:

1. The SELLER agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the BUYER a Quitclaim Deed with Covenant to the Real Estate.
2. BUYER acknowledges that BUYER has had an opportunity to inspect the Property and that the Property is being conveyed hereby, its entirety, "AS IS, WHERE IS, AND WITH ALL FAULTS", unrepaired and without any express or implied warranties of any kind or nature.
3. BUYER agrees, at closing, to pay SELLER the balance of the purchase price in cash or certified U.S. funds.

4. Financial Capacity: The BUYER represents to the SELLER that it has the financial capacity and financial resources to effect closing within the time specified by and on the terms and conditions provided by this Agreement. The BUYER'S obligation to purchase the property is **not** conditioned, in whole or in part, upon the BUYER'S ability to obtain financing for the purchase effected hereby.

5. Closing shall be held at the offices of the SELLER'S counsel (T & B Title of Ellsworth, LLC, 209 High Street, Ellsworth, Maine 04605; 207-667-0670) or at such other location as the BUYER and SELLER may agree upon in writing. Closing shall take place on a date, mutually convenient to the parties, but not in any case later than **thirty (30) days** from the date of this Agreement. It is mutually agreed that time is of the essence to this Agreement and said closing.

6. Remedies of SELLER: If BUYER fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, SELLER and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the SELLER, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. If the BUYER defaults under this Agreement, in addition to other remedies, the SELLER shall have the right to assign the BUYER'S rights under this Agreement to a third party.

7. Failure of SELLER to Perform: If the SELLER is unable to convey title as provided in Section 1 of this Agreement, or is unable to perform hereunder for any reason whatsoever, the sole obligation of the SELLER shall be to refund the BUYER'S earnest money deposit without interest; and upon making such refund, this Agreement shall terminate and the BUYER shall have no further claims against the SELLER.

8. Possession: BUYER shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

9. Taxes and Other Assessments: Except as provided elsewhere herein, all real and personal property taxes, including taxes for the current year, any unpaid taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations, will be the responsibility of the BUYER.

10. Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.

11. The attached Terms and Conditions of Sale are incorporated herein by reference.

12. Risk of Loss: The risk of loss with respect to the property shall be with the SELLER until Closing occurs.

13. Public Auction Bid Price Disclosure: The SELLER and BUYER authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

14. Release: In consideration of the benefits granted to the BUYER pursuant to this Agreement, the BUYER, on the one hand, hereby releases the SELLER, the Auctioneer, and their respective officers, directors, principals, attorneys, successors, and assigns, on the other hand, from any and all claims, actions, causes of actions, omissions, damages, and suits at law or in equity, however arising, whether known or unknown, and whether now existing or hereafter arising, relating to this Agreement or the subject hereof, including the marketing and conduct of the auction.

15. Entire Agreement: This Agreement represents the entire understanding and agreement of the parties hereto, and the SELLER and the BUYER acknowledge that neither is relying upon any statement or representation, written or oral, of any party of person which has not been embodied in this Agreement.

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

SELLER:

**LINNEHAN ACCEPTANCE**

\_\_\_\_\_  
By: John D. Linnehan  
Its: President

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

## Exhibit A – Legal Description

“A certain lot or parcel of land, with any improvements located thereon, situated northeasterly of the northeasterly side of the Bucksport Road in the City of Ellsworth, Hancock County, Maine bounded and described as follows, to wit:

Beginning at an unmarked point on the northwesterly line of land conveyed to Jane M. and Kevin D. Hopkins from Dale H. Hopkins in a deed dated August 19, 1993 and recorded in the Hancock County Registry of Deeds in Book 2168 Page 301, said unmarked point being  $N44^{\circ}16'E$  three hundred and zero tenths (300.0) feet from an iron bolt found set flush in pavement at the westerly corner of said land of Hopkins, said bolt being on the northeasterly line of US Route 1 as shown on plan at State of Maine Department of Transportation Right of Way Map, State Highway 42, Federal Aid Project #F-RF-042-1(24) dated December 1978 and is recorded in said Registry in Plan File 17 No. 54;

Thence  $N44^{\circ}16'E$  by and along said northwesterly line of land Hopkins, marked in part by the remains of a wire and rail fence three hundred fifty-six and sixty hundredths (356.60) feet to an iron bolt found set in the ground at an angle point in the southeasterly line of a lot of land conveyed to Doug Gott & Sons, Inc. from Adelbert W. Gaspar and Judith Ann Gaspar in a deed dated July 9, 1991 and recorded in said Registry Book 1872 Page 273;

Thence  $N66^{\circ}16'W$  by and along said southeasterly line of land of Doug Gott & Sons, Inc. two hundred sixty-two and ninety-three hundredths (262.93) feet to an iron bolt found set in the ground at the easterly corner of a lot of land conveyed to Fred C. and Lisa A. Lewis from Peter

W. DeGiosafatto, Jr. in a deed dated October 16, 2001 and recorded in said Registry Book 3170 Page 296;

Thence  $S38^{\circ}30'W$  by and along the southeasterly line of said land of Lewis two hundred sixty-five and seventy-two hundredths (265.72) feet to an unmarked point;

Thence  $S45^{\circ}44'E$  by and along the northeasterly line of remaining land of Linnehan Acceptance two hundred nineteen and fifty-three hundredths (219.53) feet to the point of beginning and containing 1.67 acres.

The above described being a portion of those premises conveyed to Linnehan Acceptance by John D. Linnehan in a deed dated May 25, 2014 and recorded in the Hancock County Registry of Deeds Book 6226 Page 341.

Bearings in the above described are oriented to said plan of State Highway 42, Magnetic North 1964.

Together with a right of way for all purposes of a way, including utilities, twenty (20) feet in width, running in a northeasterly direction from the northeasterly sideline of US Route 1 along the southeasterly line of the other lands of Linnehan Acceptance to the southwesterly line of the above described.”

Meaning and intending to convey a portion of the same premises as conveyed from John D.

Linnehan to Linnehan Acceptance by deed dated May 25, 2014 and recorded in the Hancock County Registry of Deeds in Book 6226, Page 341.



**Terms and Conditions of Sale**  
**Timed Online Real Estate Auction 20-192**  
**1.67+/- Acre Surveyed Land Parcel | 1757A Bucksport Road, Ellsworth, Maine**  
**Bidding Ends: Thursday, November 19, 2020 at 11AM**

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Thursday, November 19, 2020 in a timed online auction via the online bidding platform, Proxibid. The auction is scheduled to end at 11AM EST.
2. Terms of Sale:
  - a. The sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below.
  - b. The Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer.
  - c. The Real Estate (the "Property") will be sold **"AS IS, WHERE IS, AND WITH ALL FAULTS."** Linnehan Acceptance (the "Seller") assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale **"AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Property.
  - d. Deposit Amount: \$2,500 in US Funds: VISA/MC ONLY. Auctioneer will charge the winning online bidder's credit card a \$2,500 non-refundable deposit at the conclusion of the auction. Said Deposit will be applied against the final purchase price with the balance of the final purchase price to be due and payable to the Seller, or the Seller's closing agent, within 30 days of the public sale.
  - e. Buyer's Premium: There will be a 12% buyer's premium added to the high bid price to equate the final purchase price.
  - f. Purchase and Sale Agreement: Upon confirmation of the winning online high bidder, Auctioneer will email the Buyer a Purchase and Sale Agreement. Upon receipt of the Agreement by the Buyer, they shall immediately sign the Agreement and email a copy of the executed Agreement to the auctioneer.
  - g. Taxes and Other Assessments: Except as provided elsewhere herein, all real and personal property taxes, including taxes for the current year, any unpaid taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations, will be the responsibility of the Buyer.
  - h. The balance of the purchase price will be due at the Closing of the sale of the Property, which shall occur on or before **thirty (30) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the purchase price, in certified U.S. funds (Cash, Bank Check or Wire Transfer).
  - i. The deed to the Property will be by Quitclaim Deed With Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller.
  - j. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.

k. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

l. The Seller and the auctioneer reserve the right, and subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

m. A record of bidding will be maintained by the Seller and/or the auctioneer for their own use.

n. The auction is with reserve and is subject to confirmation of the Seller.

3. Auction Procedure: Timed online auction. Bidders must register via Proxibid.com in order to participate in this auction.

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

5. Risk of Loss: The risk of loss with respect to the Property shall be with the Seller until the Closing shall occur.

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

7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title 11, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.

8. Bidder's Card: By electronically signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please do not bid.

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

10. Public Auction Bid Price Disclosure: The Seller and Buyer authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.