

PROPERTY INFORMATION PACKAGE

**Keenan
Auction
Company®**

Our 8,391st Auction

ABSOLUTE

Online Real Estate Auction 21-109

Oceanfront Land Parcel

6.32+/- Acres – 205'+/- Feet of Frontage

Little Kennebec Bay

Duck Cove Road, Roque Bluffs, Maine

Online Bidding Ends Tue., Nov. 9, 2021 at 1PM



RE: Marilyn S. Murphree Estate



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

October 22, 2021

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **Online Real Estate Auction 21-109**: Real estate consists of a 6.32+/- acre oceanfront parcel on Duck Cove Road. Bidding for this auction will be only online via Proxibid. **Online Bidding Ends Tue., Nov. 9, 2021 at 1PM**. Please find our detailed Property Information Package enclosed for your review.

The above property is subject to a **\$5,000** hold on a valid Visa or MasterCard card in order to be approved to bid for this sale. The highest bidder must submit a deposit which equates to 10% of the final purchase price within 24 hours following the close of the auction. Upon receipt of the 10% deposit, Auctioneer will reverse the hold on the buyer's credit card. The balance of the purchase will be due and payable within **30 days** from date of auction. Holds for the unsuccessful bidders will be released after the conclusion of the bidding. There will be a **12% buyer's premium** added to the high bid price to equate the final purchase price. The property will be sold by public auction subject to all outstanding municipal assessments. Conveyance of the property will be by Deed of Sale by Personal Representative. All other terms will be announced at the public sale and/or posted to the online bidding site.

Online Bidding Powered By: **proxibid**

To view the this property on the online bidding website, please [click here](#) or visit Auctioneer's website.

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.

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."

Online Real Estate Auction 21-109
Oceanfront Land Parcel
6.32+/- Acres – 205'+/- Feet of Frontage
Little Kennebec Bay
Duck Cove Road, Roque Bluffs, Maine

Prepared for:
Estate of Marilyn S. Murphree

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. Inactive licensees may not practice real estate brokerage.

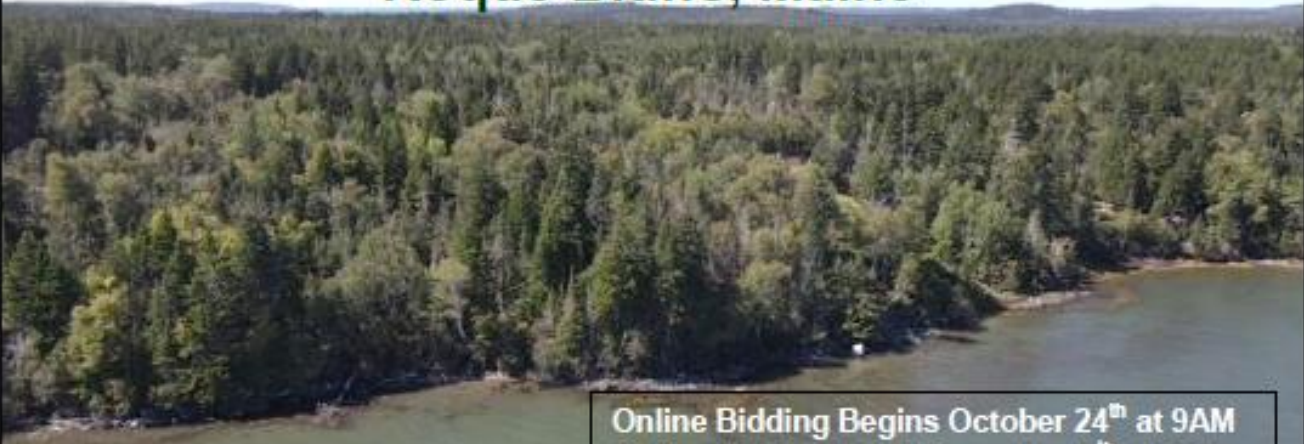
DISCLAIMER

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



ABSOLUTE
Online Real Estate Auction 21-109
RE: Marilyn S. Murphree Estate
Oceanfront Land Parcel
6.32+/- Acres - Little Kennebec Bay
Duck Cove Road
Roque Bluffs, Maine

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

Online Bidding Begins October 24th at 9AM
Online Bidding Ends November 9th at 1PM

For terms of sale and a property information package, visit KeenanAuction.com or call (207) 885-5100 and request by auction #21-109. Richard J. Keenan #236. Our 49th Year and 8.391st Auction. Reference Tax Map 10. Lots 11, 156 & 158.

Aerial Map

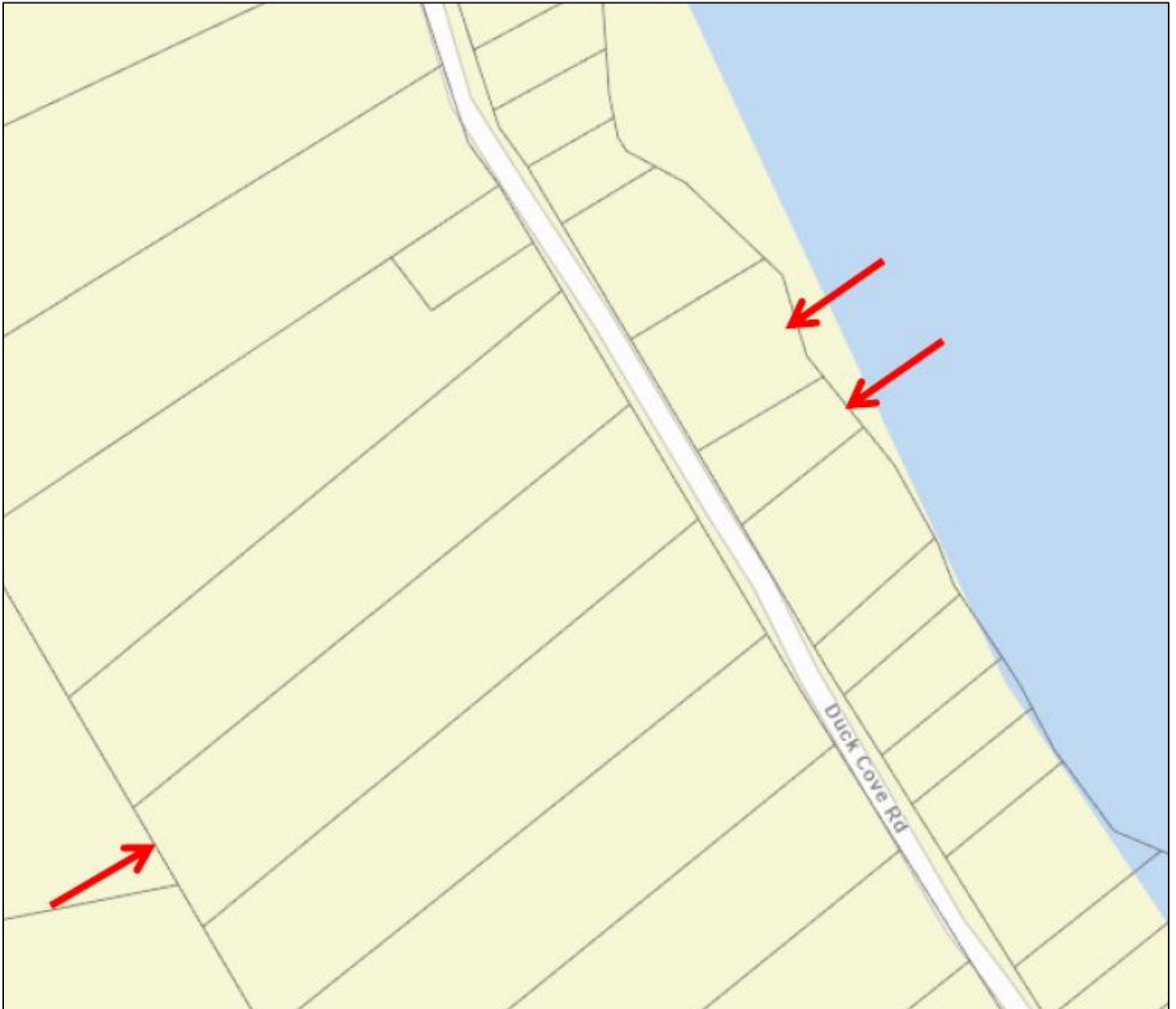


Location Map



Tax Map

[Map 10, Lots 11, 156 & 158]



Assessment Information

Map Lot 10-11 Account 367 Location DUCK COVE ROAD Card 1 Of 1 10/18/2021

Property Data		Assessment Record				
		Year	Land	Buildings	Exempt	Total
Neighborhood 16 Duck Cove Road		2008	17,766	0	0	17,766
Tree Growth Year 0		2009	17,766	0	0	17,766
X Coordinate 0		2010	17,766	0	0	17,766
Y Coordinate 0		2011	17,766	0	0	17,766
Zone/Land Use 11 Residential		2012	17,766	0	0	17,766
Secondary Zone 11 & Residential		2013	17,766	0	0	17,766
Topography 3 Above Street 1 Level		2014	17,766	0	0	17,766
1.Level 4.Below St 7.		2015	17,766	0	0	17,766
2.Rolling 5.Low 8.		2016	17,766	0	0	17,766
3.Above St 6.Swampy 9.		2017	17,766	0	0	17,766
Utilities		2018	21,700	0	0	21,700
1.Public 4.Dr Well 7.Cesspool		2019	21,700	0	0	21,700
2.Water 5.Dug Well 8.		2020	21,700	0	0	21,700
3.Sewer 6.Septic 9.None		Calc.	21,700	0	0	21,700
Land Data						
Front Foot		Type	Effective	Influence	Influence Codes	
11.Water (1-149)			Frontage	Depth	Factor	Code
12.Water (150-299)						1.Unimproved
13.Water (300-599)						2.Excess Ftg
14.Water (600-120)						3.Topography
15.Water (1200-23)						4.Size/Shape
						5.Access
						6.Restriction
						7.Cornr Infl
						8.View/Environ
						9.Fract Share
						Acres
						30.Blueberry (1-20
						31.Blueberry (21-4
						32.Blueberry (41+
						33.Pasture
						34.SHOREFRONT LOT
						35.WATER AMENITY
						36.Miscellaneous
						37.Softwood TG
						38.Mixed Wood TG
						39.Hardwood TG
						40.Wasteland
						41.Woodland
						42.Mobile Home Si
						43.Camp Site
						44.Lot Improvement
						45.BA Water Amen
						46.BB RF / Int

Roque Bluffs

Card 1 Of 1 10/18/2021

Account 367

Map Lot 10-11

Location DUCK COVE ROAD

SF Bmt Living										Layout									
Fin Bsmt Grade										1.Typical 4. 7.									
OPEN-5-CUSTOMIZE										2.Inadeq 5. 8.									
										3. 6. 9.									
Heat Type										Attic									
1.HWBB 5.FWA 9.None										1.1/4 Fin 4.Full Fin 7.									
2.HWCI 6.GravWA 10.UNH2F										2.1/2 Fin 5.F/Stair 8.									
3.HWRF 7.Electrc 11.WDPS										3.3/4 Fin 6. 9.None									
4.Steam 8.FI/Wall 12.										Insulation									
										1.Full 4.Minimal 7.									
										2.Heavy 5. 8.									
										3.Capped 6. 9.None									
										Unfinished %									
Kitchen Style										Grade & Factor									
1.Modern 4.Obsolete 7.										1.E Grade 4.B Grade 7.AAA Grad									
2.Typical 5. 8.										2.D Grade 5.A Grade 8.									
3.Old Type 6. 9.None										3.C Grade 6.AA Grade 9.Same									
Bath(s) Style										SQFT (Footprint)									
1.Modern 4.Obsolete 7.										Condition									
2.Typical 5. 8.										1.Poor 4.Avg 7.V G									
3.Old Type 6. 9.None										2.Fair 5.Avg+ 8.Exc									
# Rooms										3.Avg- 6.Good 9.Same									
# Bedrooms										Phys. % Good									
# Full Baths										Funct. % Good									
# Half Baths										Functional Code									
# Addn Fixtures										1.Incomp 4.Delap 7.No Power									
										2.O-Built 5.Bsmt 8.LongTerm									
										3.Damage 6.Common 9.None									
										Econ. % Good									
										Economic Code									
										1.Location 4.Generate 7.									
										2.Encroach 5.Delap 8.									
										3.No Power 9.None 9.									
										Entrance Code 6 Revaluation									
										1.Interior 4.Vacant 7.									
										2.Refusal 5.Estimate 8.									
										3.Informed 6. 9.									
										Information Code 7 Revaluation									
										1.Owner 4.Agent 7.									
										2.Relative 5.Estimate 8.									
										3.Tenant 6.Other 9.									

Property Data			Assessment Record					
Neighborhood	16 Duck Cove Road		Year	Land	Buildings	Exempt	Total	
Tree Growth Year	0		2008	70,875	0	0	70,875	
X Coordinate	0		2009	70,875	0	0	70,875	
Y Coordinate	0		2010	70,875	0	0	70,875	
Zone/Land Use	48 Shoreland		2011	70,875	0	0	70,875	
Secondary Zone	48 & Shoreland		2012	70,875	0	0	70,875	
			2013	70,875	0	0	70,875	
Topography	4 Below Street		2014	70,875	0	0	70,875	
1.Level	4.Below St	7.	2015	70,875	0	0	70,875	
2.Rolling	5.Low	8.	2016	70,875	0	0	70,875	
3.Above St	6.Swampy	9.	2017	70,875	0	0	70,875	
Utilities			2018	28,800	0	0	28,800	
1.Public	4.Dr Well	7.Cesspool	2019	28,800	0	0	28,800	
2.Water	5.Dug Well	8.	2020	28,800	0	0	28,800	
3.Sewer	6.Septic	9.None	Calc.	28,800	0	0	28,800	
Street	3 Gravel		Land Data					
1.Paved	4.Proposed	7.	Front Foot	Type	Effective	Influence	Influence Codes	
2.Semi Imp	5.R/O/W	8.						
3.Gravel	6.	9.None			Frontage	Depth	Factor	Code
			11.Water (1-149)					%
			12.Water (150-299)					%
			13.Water (300-599)					%
			14.Water (600-120)					%
			15.Water (1200-23)					%
			16.Water (2400-4)					%
			17.Water (4800-+)					%
			18.Water View					%
			19.Water Influent					%
			20.ShoreFront					%
			21.Undeveloped 1st					%
			22.Developed 1st					%
			23.Fractional Acr					%
			24.Acre 2-20					%
			25.Acre 21-40					%
			26.Acre 41+					%
			27.Woods (1-20)					%
			28.Woods (21-40)					%
			29.Woods (41+)					%
			30.Blueberry (1-20)					%
			31.Blueberry (21-4)					%
			32.Blueberry (41+)					%
			33.Pasture					%
			34.SHOREFRONT LOT					%
			35.WATER AMENITY					%
			36.Miscellaneous					%
			37.Softwood TG					%
			38.Mixed Wood TG					%
			39.Hardwood TG					%
			40.Wasteland					%
			41.Woodland					%
			42.Mobile Home Si					%
			43.Camp Site					%
			44.Lot Improvement					%
			45.BA Water Amen					%
			46.BB RF / Int					%

Inspection Witnessed By:

X

No./Date

Description

Date Insp.

Notes:

10-158 OLD LOT 45

10-11 OLD LOT 8B

10-156 WAS COMBINED WITH 10-157 OLD LOT 47 AND 49

Roque Bluffs

Roque Bluffs

Card 1 Of 1 10/18/2021

Location DUCK COVE ROAD

Account 370

Map Lot 10-158

Building Style 0	SF Bsmt Living 0	Fin Bsmt Grade 0 0	Layout 0	1. Typical 4. 7.
1.Conv. 5.Garrison 9.NE farm				2.Inadeq 5. 8.
2.Ranch 6.Split 10.Colonia				3. 6. 9.
3.R Ranch 7.Contemp 11.ConGar				
4.Cape 8.Log 12.				
Dwelling Units 0	Heat Type 100% 0	5.FWA 9.None	Attic 0	
Other Units 0	1.HWBB 5.FWA 9.None	10.UNH2F	1.1/4 Fin 4.Full Fin 7.	
	2.HWCI 6.GravWA	11.WDPS	2.1/2 Fin 5.F/Stair 8.	
	3.HWRF 7.Electric		3.3/4 Fin 6. 9.None	
	4.Steam 8.F/Wall 12.			
Stories 0	Cool Type 0% 9 None		Insulation 0	
1.1 4.1.5 7.	1.Refrig 4.V8C Air 7.		1.Full 4.Minimal 7.	
2.2 5.1.75 8.	2.Evapor 5. 8.		2.Heavy 5. 8.	
3.3 6.2.5 9.	3.H Pump 6. 9.None		3.Capped 6. 9.None	
Exterior Walls 0	Kitchen Style 0		Unfinished % 0%	
1.Wood 5.Stucco 9.WoodShin	1.Modern 4.Obsolete 7.		Grade & Factor 0 0%	
2.Vin/Al 6.Brick 10.Other	2.Typical 5. 8.		1.E Grade 4.B Grade 7.AAA Grad	
3.Compos. 7.Stone 12.MohoO	3.Old Type 6. 9.None		2.D Grade 5.A Grade 8.	
4.Asbestos 8.Concrete 13.MohoN	Bath(s) Style 0		3.C Grade 6.AA Grade 9.Same	
Roof Surface 0	1.Modern 4.Obsolete 7.		SQFT (Footprint) 0	
1.Asphalt 7.	2.Typical 5. 8.		Condition 0	
2.Slate 8.	3.Old Type 6. 9.None		1.Poor 4.Avg 7.V G	
3.Metal 6.Other 9.	# Rooms 0		2.Fair 5.Avg+ 8.Exc	
SF Masonry Tnn 0	# Bedrooms 0		3.Avg- 6.Good 9.Same	
OPEN-3-CUSTOM 0	# Full Baths 0		Phys. % Good 0%	
OPEN-4-CUSTOM 0	# Half Baths 0		Funct. % Good 100%	
Year Built 0	# Addn Fixtures 0		Functional Code 9 None	
Year Remodeled 0	# Fireplaces 0		1.Incomp 4.Delap 7.No Power	
Foundation 0			2.O-Built 5.Bsmt 8.LongTerm	
1.Concrete 4.Wood 7.			3.Damage 6.Common 9.None	
2.C Block 5.Slab 8.			Econ. % Good 100%	
3.Br/Stone 6.Piers 9.			Economic Code None	
Basement 0			1.Location 4.Generate 7.	
1.1/4 Bmt 4.Full Bmt 7.			2.Encroach 5.Delap 8.	
2.1/2 Bmt 5.None 8.			3.No Power 9.None 9.	
3.3/4 Bmt 6. 9.None			Entrance Code 6 Revaluation	
Bsmt Gar # Cars 0			1.Interior 4.Vacant 7.	
Wet Basement 0			2.Refusal 5.Estimate 8.	
1.Dry 4. 7.			3.Informed 6. 9.	
2.Damp 5. 8.			Information Code 7 Revaluation	
3.Wet 6. 9.			1.Owner 4.Agent 7.	
			2.Relative 5.Estimate 8.	
			3.Tenant 6.Other 9.	



Date Inspected 6/24/2018

Additions, Outbuildings & Improvements				
Type	Year	Units	Grade	Sound Value
				1.One Story Fram
				2.Two Story Fram
				3.Three Story Fr
				4.1 & 1/2 Story
				5.1 & 3/4 Story
				6.2 & 1/2 Story
				21.Open Frame Por
				22.Endl Frame Por
				23.Frame Garage
				24.Frame Shed
				25.Frame Bay Wind
				26.1SFr Overhang
				27.Unfin Basement
				28.Unfinished Att
				29.Finished Attic

Property Information

MUNICIPAL INFORMATION:

Online Real Estate Auction 21-109
Duck Cove Road, Roque Bluffs, Maine

FY2021/22 Mill Rate \$ 10.00 Per \$1,000.00

Percent of Valuation at Market 100%

Zoning: Shoreland

Map 10, Lot #	<u>11</u>	<u>156</u>	<u>158</u>	<u>Total</u>
Acres	4.7	1.1	0.52	6.32
<u>FY2021/22 Assessment:</u>				
Land	\$ 21,700.00	\$ 41,000.00	\$ 28,800.00	\$ 91,500.00
Building	-	-	-	-
Total	<u>\$ 21,700.00</u>	<u>\$ 41,000.00</u>	<u>\$ 28,800.00</u>	<u>\$ 91,500.00</u>
 FY2021/22 Annual RE Tax*:	 \$ 217.00	 \$ 410.00	 \$ 288.00	 \$ 915.00

*This payment will become due in March of 2022 and will be the buyers responsibility. The Seller has paid the FY2020/21 taxes which will be prorated by the Buyer and Seller as of the Date of Closing.

PUBLIC WATER: NA

PUBLIC SEWER: NA

The above information was obtained from the Roque Bluffs Town Hall. For further details on municipal information please contact the Town Hall at 207-255-3330.

ASSOCIATION INFORMATION:

Name: The Duck Cove Association of Roque Bluffs, Inc.

Annual Dues: \$100/year

Past Due Fees: None – next payment due July 1, 2022

Website: <https://duckcove.wordpress.com/>

Additional Information: See information on following pages and on their website

Association Constitution & By-Laws

CONSTITUTION & BY-LAWS

THE DUCK COVE ASSOCIATION OF ROQUE BLUFFS, INC.

Article 1: Name

A. The organization shall be known as the The Duck Cove Association of Roque Bluffs, Inc. and shall be incorporated as a non-profit corporation under the rules and regulations of the State of Maine.

Article 2: Purpose and Membership

The purpose of this Association is the year-round maintenance, including snowplowing and sanding, of Duck Cove Road, North Duck Cove Road, School Lane and Mallard Lane and to make needed improvements as identified by the Road Committee and the Board of Directors.

B. Each property owner will participate in the Association through membership and attendance at the Annual Meeting, whenever possible.

1. C. Active members shall be defined as fully paid-up owners or co-owners at the time of the Annual Meeting. A road fee paid per household equals one vote in the Duck Cove Association. Multiple owners have one vote per household.

D. The fiscal year of the corporation shall be from July 1st through June 30th. Road

Association fees are due within 30 days, August 1st, but no later than August 31st.

Article 3: Organization & Officers

A. Whenever practically possible, the Annual Meeting will be held on the third Saturday of June. Notice of starting time and location of meeting will be forwarded to all property owners prior to such meeting. Any items to be included in the agenda and received by the Secretary prior to sending the notice, shall be included.

B. Voting members of the Association shall elect the five individual officers of the Board of Directors at the Annual Meeting. Elected Board members must be voting members of the Association. The Board of Directors shall consist of: Chairman of the Board, Co-Chairman of the Board, Secretary, Treasurer, Road Committee Chairman and **Commissioner** (see Article 4, Section G). Any vacancy arising may be filled on an interim basis by the Board to carry out the respective duties of the office vacated and shall hold such office until the next Annual Meeting. Board of Directors terms will consist of two years, staggered terms, beginning 6/99 to 6/2000.

1. C. Annual Dues

1. Owners with vacant lots only, will pay \$100.00. Owners with seasonal houses will pay \$450.00 per year. Owners who are year round, legal, voting residents of Maine and receive the Maine State Homesteading credit, will pay \$600.00 per year. (one fee per owner) Lot owners who can verify that their lot is no longer a build-able lot will pay no fee.

a. Beginning in fiscal year 2012-2013, in the event of default by any lot owner in paying the full amount to the Association of the annual road fee by the due date established by the Board, the lot owner shall be obligated to pay interest at the highest legal rate allowed by Maine law and all expenses incurred of reasonable attorney's fees by the Association. A late charge of fifteen percent (15%) of the payment due shall be added to all payments in arrears more than 60 days. The Association has the option of using Small Claims court and filing Notice of Non-payment of Road Fees within the Registry of Deeds.

2. The above fee schedule may be increased or decreased, depending upon the Association's needs, at the Annual Meeting. Absentee ballots will be sent to all members in good standing before the fee is set.

3. A percentage of the total fees must be set aside for Association expenses: ie., postage, stationery, state fees, etc.

4. Owners who own more than one structure, which is inhabited by renters or guests, who claim the property as their primary residence, will be required to pay an additional road use fee. Because the structure's owner will not be entitled to a second Maine State Homesteading credit, these owners will be charged an additional Four Hundred and Fifty dollars (\$450.00) road use fee per inhabited structure, per year. The owner (not the renters or guests who reside in the additional structure) shall be entitled to one additional vote per fee paying/occupied structure, except that in order to avoid undue influence by any one owner, no owner shall be entitled to greater than three (3) votes at Association affairs, regardless of the number of fee paying/occupied structures owned.

D. Voting

Only active members in good standing, those who have paid their full amount in road fees, shall be entitled to vote. Majority voting shall rule.

Article 4: Duties and Responsibilities of the Board of Directors

A. Meetings of the Board shall be held upon a vote of at least two-thirds of the Board. Notice of such meeting shall be forwarded to all Board members by the Secretary upon receipt of such request. Members may be polled in lieu of the actual meeting; such poll shall become a permanent record of the corporation. Notice of Board of Directors meetings will be posted on the bulletin board, located within the Duck Cove Community.

B. The Board shall appoint 3 members of the Association, two who are year round residents, to act as Road Maintenance Officers, who may be members of the Board, though not required. The Road Chairman will act as spokesperson for the Road Committee and will be a voting member of Board of Directors. The Road Maintenance Officers will periodically inspect and authorize any projects to keep the road in a satisfactory and passable condition.

C. Road Maintenance Officers may authorize expenditures for emergency repairs to the road. Expenditures may not exceed that amount set by the Board of Directors and recorded in the minutes of the first meeting following the Annual Meeting. Any other emergency expenditures require approval of the Board of Directors.

D. The Secretary shall be responsible for the recording of minutes of all Annual Meetings and meetings of the Board of Directors. The Secretary will be responsible for the distribution of the Annual Meeting notice to all property owners, and the minutes of the last Annual Meeting. In accordance with State guidelines and the wishes of the Association electorate, Association records shall be maintained in the usual course of business. Those records, routinely kept in the usual course of business, shall be made available for inspection to any Association member in good standing within a reasonable time (considerate of the schedules of all concerned) upon request, EXCEPT, however for member contact information, which the majority of the Association stipulate not be published without their express permission. These records are otherwise available through local governmental sources. Copies of the discoverable Association records, kept in the usual course of

business, shall be provided upon request by any Association member in good standing within said reasonable time, provided copy costs are furnished by the member at the current rate charged by the nearest commercial copy service. The Secretary shall be the Agent of Record and the Corporation, so far as the Secretary of the State of Maine is concerned. The Secretary shall cause to be delivered, a copy of these by-laws and additions, amendments or changes to such by-laws.

E. The Treasurer shall receive all monies and maintain a bank account for such funds. The Treasurer will be responsible for any disbursements so authorized at the Annual Meeting and/or any action taken by the Board of Directors in accordance with Article 4: Section C. The Treasurer shall be responsible for the payment of any fees to the Secretary of the State of Maine upon receipt, and such disbursements shall be filed with the Secretary and become a part of the permanent record of the Corporation. The Treasurer shall present a report at the Annual Meeting as to the receipts, disbursements and any other transactions pertinent to the financial condition of the Association. The Treasurer shall provide interim reports to the Board of Directors upon request of the Board. The Treasurer shall inform new property owners of the appropriate yearly fee for maintenance and improvements of the roads. The Chairman of the Board will be authorized to perform the duties of the Treasurer in their absence.

F. The Board of Directors will serve as Budget Committee and shall (1) submit a budget for the coming fiscal year at the Annual Meeting; (2) recommend the amount of assessment to cover said budget. The budget should reflect annual road maintenance costs, future construction needs and other expenses as needed or authorized. The Board of Directors will periodically seek bids, when deemed necessary, in the best interest of the Association.

G. A Commissioner to be appointed by the Board as an ex-officio Board member to work with the Board in determining methods of collecting default road fees. This would be a new Board of Directors position with voting privileges in legal proceeding only.

Article 5: By-Laws

A. Any additions, deletions and/or amendments to these existing by-laws shall be approved at the Annual Meeting and shall have been received by the Secretary prior to such meeting and included in the agenda for that meeting. The Board of Directors will accept absentee ballots from members in good standing when issues involve changes to the existing constitution and/or by-laws, including any change in the yearly fee.

B. Amendments to the By-laws may be proposed by any member of the Association and a majority vote will signify approval. The Secretary will distribute approved changes in the By-laws to all members of the Association.

Revised March 15, 2021

Voted on and approved by membership

Gary Jacobson, Chairman

Association Year End Financial Report as of June 19, 2021

BEGINNING BALANCE \$1,490.40

CURRENT FEES PAID \$33,687.00

TRANSFERRED FROM EMERGENCY FUND \$510.00

PRIOR YEAR FEES COLLECTED \$1,668.75

INTEREST AND LIEN FEES COLLECTED \$1,048.75

VOLUNTARY CONTRIBUTIONS \$500.00

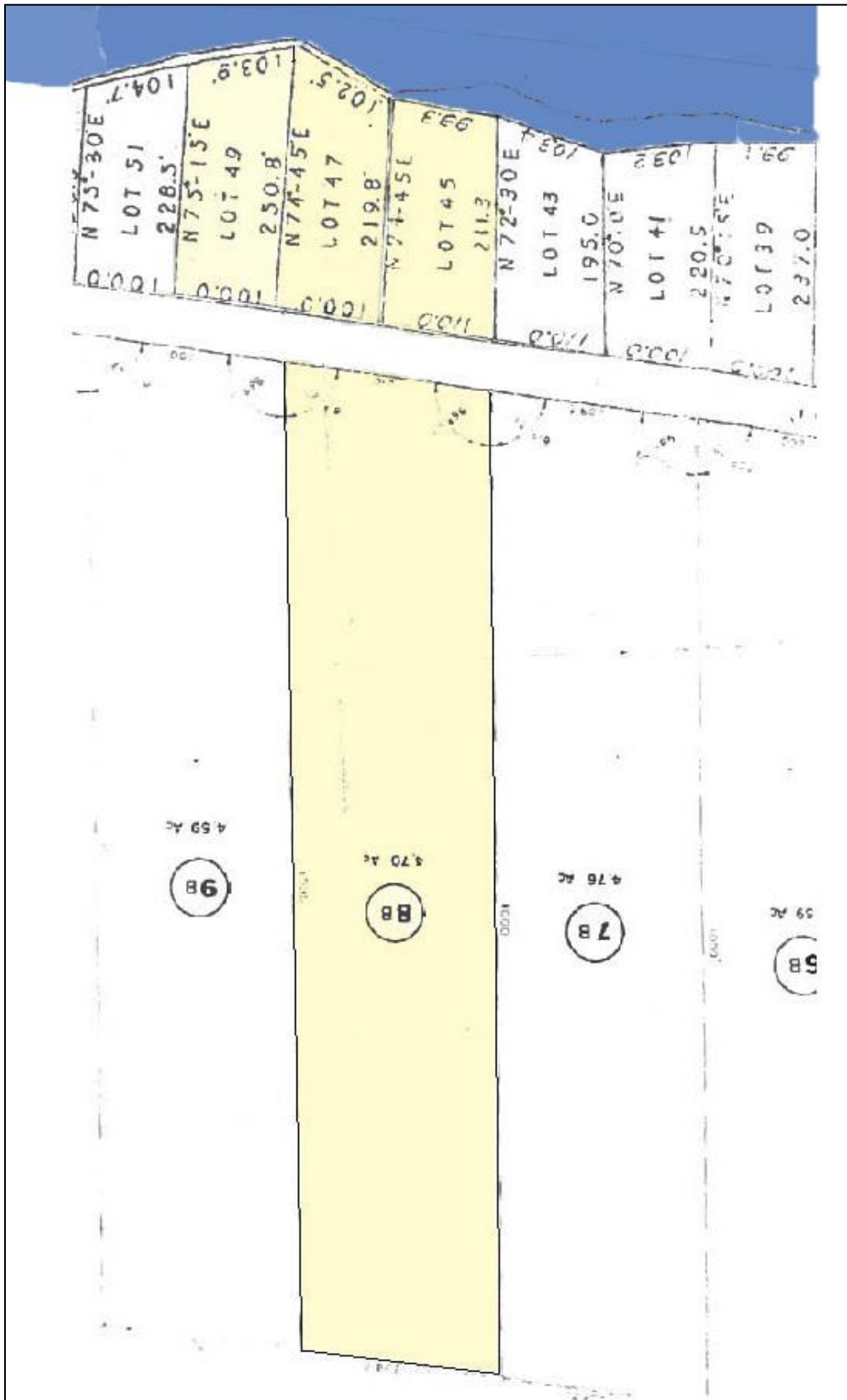
TOTAL INCOME \$38,904.90

TOTAL EXPENDITURES \$37,542.65

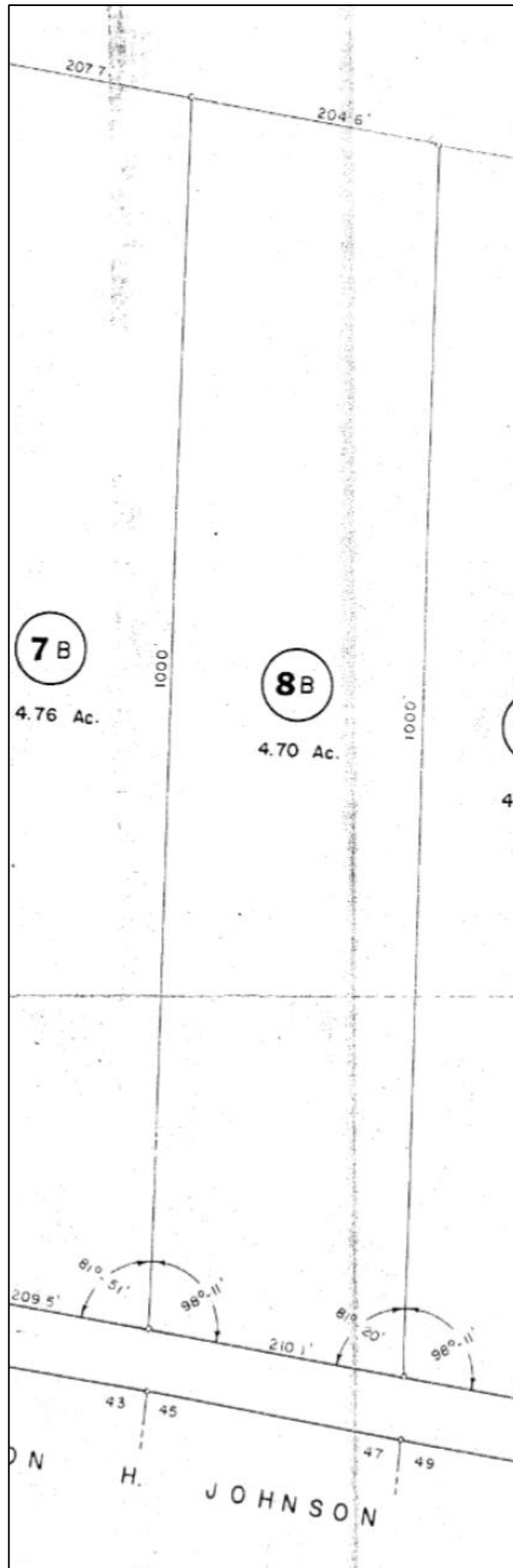
SURPLUS BALANCE FORWARD \$1,362.25

Plans

[Overview]



[Ref. Lot 8B]



HERE FOR PLAN 2

219.8.

N 74° 45' E

LOT 45

211.3

N 72° 30' E

LOT 43

195.0

N 70° 0' E

LOT 41

6

110.0

110.0

110.0

99.3

103.4

3.2

SU

[illegible]

Purchase & Sale Agreement

Auction 21-109

This Agreement is entered into this 9th day of November, 2021, by and between the ESTATE OF MARILYN S. MURPHREE, having a mailing address of c/o Avery T. Day, Esq., Stevens & Day, LLP, 82 Winthrop Street, Augusta, Maine 04330, 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 located at Duck Cove Road, in the Town of Roque Bluffs, County of Washington and State of Maine. The real estate is referenced by the Town of Roque Bluffs Assessing Office as Tax Map 10, Lot 11, 156 & 158 and is more particularly bounded and described as 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 **Five Thousand Dollars (\$5,000.00)**, in the form of a hold on BUYER’S Visa or MasterCard, 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 BUYER must submit a deposit in the form of U.S. Certified Funds (cash, wire or bank check) to Keenan Auction Company, Inc. that equates to ten percent (10%) of the final purchase price within twenty-four (24) hours from the conclusion of the auction. The deposit amount will be \$ _____ and made payable and delivered to Keenan Auction Company, Inc., 1 Runway Road, South Portland, Maine 04106. The \$5,000 hold on the BUYER’S card will be reversed upon receipt of the 10% deposit.
2. 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 Deed of Sale by Personal Representative.
3. 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.
4. BUYER agrees, at closing, to pay SELLER the balance of the purchase price in cash or certified U.S. funds.

5. 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.

6. Closing shall be held at the offices of the SELLER'S counsel (Stevens & Day, LLP, 82 Winthrop Street, Augusta, Maine 04330; 207-430-3288) 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.

7. 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.

8. Failure of SELLER to Perform: If the SELLER is unable to convey title as provided in Section 2 of this Agreement, or is unable to perform hereunder for any reason whatsoever beyond SELLER'S control, 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.

9. 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.

10. Taxes and Other Assessments: Except as provided elsewhere herein, all real 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 prorated between BUYER and SELLER as of the date of closing.

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

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

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

14. 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.

15. 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

Purchase & Sale Agreement

Auction 21-109

Page 3

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.

16. 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:

ESTATE OF MARILYN S. MURPHREE

By:
Its:

BUYER

BUYER

WITNESS

WITNESS

Exhibit A – Legal Description

BOOK 1218 PAGE 202

02186

JOSEPH CIAPPETTA & ILENE T. CIAPPETTA, husband and wife, both of Liberty, Maine 04949, for consideration paid, grant to WALTER H. MURPHREE & MARILYN S. MURPHREE husband and wife, both of 3649 Kay Drive, Zanesville, Ohio 43701, as JOINT TENANTS, and not as tenants in common, with WARRANTY COVENANTS, two certain lots or parcels of land situated in Roque Bluffs, Washington County, Maine, bounded and described as follows:

FIRST PARCEL: Lot #45 as shown on the Plan of Land entitled "Duck Cove Subdivision" and recorded in the Washington County Registry of Deeds in Plan Book 3, Page 29.

TOGETHER WITH the shores and flats lying between the sidelines of said lot extended to the low water mark, in accordance with the laws of the State of Maine.

TOGETHER WITH all rights, easements, privileges and appurtenances belonging to said granted estate, including the use of a right of way with others entitled thereto.

For Grantors' source of title, reference is given to the deed from Alfred G. Mosca and Land Investment, Inc., dated June 10, 1975, and recorded in the Washington County Registry of Deeds in Book 885, Page 178. Reference is also given to a corrective deed to be recorded herewith.

SECOND PARCEL: Lot #8B as shown on the Plan of Land entitled "Duck Cove Subdivision" and recorded in the Washington County Registry of Deeds in Plan Book 5, Page 17.

TOGETHER WITH all rights, easements, privileges and appurtenances belonging to the granted estate, including the right of way with others entitled thereto.

For Grantors' source of title, reference is given to the deed from Alfred G. Mosca and Land Investment, Inc., dated June 27, 1975, and recorded in the Washington County Registry of Deeds in Book 889, Page 164.

06546

WARRANTY DEED

BOOK 1342 PAGE 225

JOHN K. GUERRIN and BARBARA S. GUERRIN, husband and wife, whose mailing address is 495 Oak Beach, Babylon, New York 11702

for consideration paid

grant to MARILYN S. MURPHREE of 3642 Kay Drive, Zanesville, Ohio 43701

with warranty covenants

the land situated in Roque Bluffs, Washington County, Maine, described as follows:

Lots numbered 47 and 49 as shown on Plan of land entitled "Duck Cove Subdivision" and recorded in Washington County Registry of Deeds in Plan Book 5, Page 33.

Together with the shore and flats lying between the sidelines of said lots extending to low water mark in accordance with the laws of the State of Maine.

It is the expressed intention of the Grantors herein to convey to the Grantee aforesaid all rights, easements, privileges, and appurtenances belonging to the granted estate.

IN WITNESS WHEREOF, We the said JOHN K. GUERRIN and BARBARA S. GUERRIN, husband and wife, each joining in this deed as Grantor and each releasing all right by descent and all other rights have hereunto set our hands and seals this 12th day of August, 1985.

TRANSFER
TAX
PAID

John K. Guerrin
John K. Guerrin

Barbara S. Guerrin
Barbara S. Guerrin

STATE OF NEW YORK
Suffolk, ss.

8/13, 1985

Then personally appeared the above named JOHN K. GUERRIN and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Charles Kalinowski
Notary Public

CHARLES KALINOWSKI
Typed or printed name of person
taking acknowledgment

CHARLES KALINOWSKI
Notary Public State of New York
No. 52-2019790
Qualified in Suffolk County
Commission Expires March 30, 1987

Online Terms and Conditions of Sale
ABSOLUTE Real Estate Auction 21-109
Oceanfront Land Parcel | Duck Cove Road, Roque Bluffs, Maine
Online Bidding Ends: Tuesday, November 9, 2021 at 1PM

1. Date/Place of Sale: The above referenced Properties (collectively, the "Property" or the "Real Estate") shall be sold, subject to these terms and conditions, on Tuesday, November 9, 2021 at 1:00 p.m. online at Proxibid.com.

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. Additional terms may be announced at the time of the sale.

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 will be sold "AS IS, WHERE IS, AND WITH ALL FAULTS." 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" unrepaid 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. **Buyer's Premium:** There will be a **twelve percent (12%) buyer's premium** added to the high bid price to equate the final purchase price.

e. A deposit (a/k/a a hold on a valid Visa or MasterCard) to bid of \$5,000.00 in US Funds must be submitted prior to the sale. The successful high bidder will be required to execute a purchase and sale agreement immediately upon conclusion of the bidding and then submit a deposit in the amount of 10% of the final purchase price to Auctioneer within 24 hours of the conclusion of the auction. Auctioneer will release the credit card hold for the successful bidder upon receipt of their 10% deposit. Holds for the unsuccessful bidders will be released after the conclusion of the bidding. The deposit to bid is nonrefundable as to the high bidder. The time to reverse a hold on a bidder's deposit varies by processor; on average bidders will see the hold removed in 1 or 2 days.

f. **Purchase and Sale Agreement:** Upon confirmation of the winning online high bidder, Auctioneer will email the winning bidder a purchase and sale agreement. Upon receipt of the agreement by the winning bidder, they shall immediately sign the agreement and email info@keenanauction.com or fax to 207-885-5877 a copy of such said executed agreement to the auctioneer.

g. **Taxes and Other Assessments:** Except as provided elsewhere herein, all tax provisions are set forth in the Purchase and Sale Agreement.

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.

i. The deed to the Property will be by Deed of Sale by Personal Representative. 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.

3. **Auction Procedure:** Timed Online Auction. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The high bidder will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the 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. **Possession:** Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

6. **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.

7. **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.

8. **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.

9. **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.