

PROPERTY INFORMATION PACKAGE

**Keenan
Auction
Company®**

Our 8,628th Auction

Real Estate Foreclosure Auction 24-38

West End Brick Mansion

Circa 1855 Italianate Style Home

308 Danforth Street, Portland, Maine

Friday, April 5, 2024 at 11AM on Premises

6,196+/-SF | 6-Bedrooms | 3.5-Baths | .43+/- Acres



Keenan Auction Company, Inc.
2063 Congress Street
Portland, Maine 04102
Tel: (207) 885-5100 / Fax (207) 885-5877
www.KeenanAuction.com
Email: info@keenanauktion.com
Maine Real Estate License #102175
Maine Auctioneer License #236

March 15, 2024

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **Real Estate Foreclosure Auction 24-38**: Real estate consists of a .43+/- acre parcel improved by a circa 1855 Italianate style brick home containing 6,196+/- . Located in Portland's historic West End, we invite you to take part in this exceptional auction offering. A complete description of the property can be viewed on page 3 of this package. The auction will be held on **Friday, April 5, 2024 at 11AM on Premises**. Please find our detailed Property Information Package enclosed for your review.



The above property is subject to a **\$10,000** deposit (non-refundable as to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to the Keenan Auction Company, Inc. (deposited with Auctioneer as a qualification to bid), **increased to 10% of the purchase price within five (5) business days of the public sale**, 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. Conveyance of the property will be by release deed. All other terms will be announced at the public sale.

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 seeing you on the day of the sale.

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."

**Real Estate Foreclosure Auction 24-38
West End Brick Mansion
Circa 1855 Italianate Style Home
308 Danforth Street, Portland, Maine**

**Prepared for:
Bar Harbor Bank & Trust**

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

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Available Online (click on link to download or view):

[City of Portland Zoning Ordinance](#)

[Portland Historic Preservation Land Use Code Information](#)

[L.D. 2003 Information](#)

[National Register of Historic Places Nomination Form](#)

[Portland House Stories](#)

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 Stefan Keenan
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.

Property Summary

Real Estate Foreclosure Auction 24-38

Circa 1855 Italianate Style Home

6,196+/- SF ~ 6-Bedrooms ~ 3.5-Baths ~ .43+/- Acres

WEST END BRICK MANSION

308 Danforth St., Portland, Maine

Auction: Friday, April 5, 2024 at 11AM

Preview: Thursday, March 21st & 28th, 2024 from 10-12PM

Overview: Known as the "Embassy" this circa 1855 Italianate style home has many period details and offers views of the Fore River waterfront. The property is located in Portland's desirable West End neighborhood close to the Western Promenade and a short walk to the trendy Old Port section of the city. The home was designed by architect Charles A. Alexander who designed notable buildings in Portland, Boston, New York and Chicago. The Embassy has been virtually untouched and is prime for restoration and updating. It is listed on the National Register of Historic Places.



Property Features

Lot Size: .43+/- Acres with 103+/- ft. street frontage

Architecture/Style: Italianate

Stories: 2.5

Size: 6,196+/-SF (Portland Tax Records)

Exterior: Brick with wood trim

Roof: Slate, one small flat section is tar and gravel

Interior Walls: Plaster

Ceilings: Plaster, 12' high 1st floor, 9' 2nd floor

Floors: Hard and soft woods

Fireplaces: (8) Including oven insert in kitchen

Decorative Interior Features: Crown mouldings, 9" baseboards, raised plaster boarders, archways, ornate ceiling medallions, period chandeliers

Room Count: (14)

Bedrooms: (6) on 2nd floor, (4) in front section of home each with fireplace and marble and porcelain bedroom sink, (2) in the rear section of home, one without a closet

Baths: 3.5 total, (1/2) 1st floor, (2 full) 2nd floor, (1 full) 3rd floor, porcelain and marble sinks, claw foot tubs

Kitchen: Circa 1800's Walker & Pratt, Boston built-in cast iron wood stove/oven, slate sink with large slate drain board, pantry and a larger butler's pantry just off kitchen with slate sink, dumbwaiter

Dining Room & Reception Room: Pocket doors separating the dining room and reception room, closet with built-in china cabinets, period chandelier, ceiling to floor windows, (2) fireplace with stone mantel and surround in both rooms

Double Parlor: Period chandelier, ceiling to floor windows, fireplace with pellet stove, bay window alcove with arched entry, side porch access

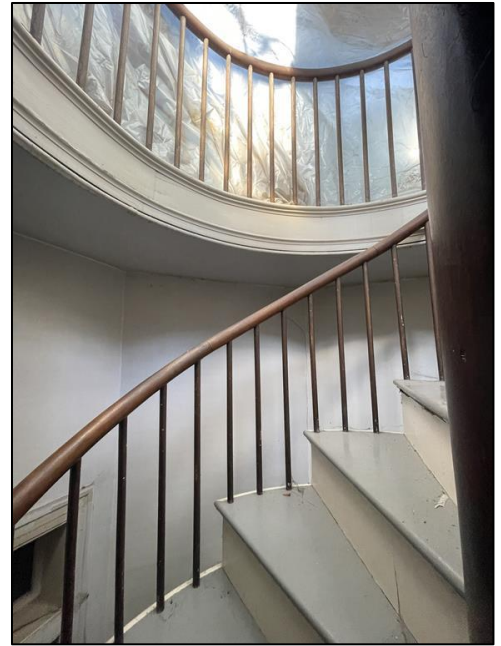


Antechamber: Small vestibule with arched niche side walls with raised plaster borders, double wood entry door, transom top windows

Full Length Foyer: 12' high ceilings, crown mouldings, wood floors, wide open staircase with wood balustrade that access the landing to the 2nd story rear section of the home (house staff quarters), then switches back and lands at the 2nd floor of main home

3rd Floor: Narrow staircase leads to circular center hall with a closed spiral staircase that takes you to the hexagonal cupola with panoramic views of the West End and the Fore River. There are (6) rooms, each with doors that surround the staircase. The rooms served as housing staff quarters and included a small dining/kitchenette room, full bathroom, living room, storage room, and (2) bedrooms.

Basement Level: Rear section under kitchen houses laundry area, former food storage prep area, the dumb waiter and larger pantry with slate sink. This section has walkout access to the outdoors. The section under the front of the main home houses the oil fired steam heating system (not operational), hot water tank, oil tank, electrical panel, work shop area, and storage areas.



Foundation: Granite and stone

Porches: (2) Covered porches

Assessor Reference: Portland Tax Map 61, Lot H007001

FY24 Real Estate Tax Assessment: \$1,607,300 (Land \$452,000 & Building \$1,155,300)

FY24 Annual Real Estate Tax Amount: \$23,161.19

Water & Sewer: Public

Parking: 2 spaces on site, street parking in front

Sidewalk: Brick sidewalk, tree lined

Terms: A **\$10,000** deposit (nonrefundable as to highest bidder) in CASH or CERTIFIED U.S. FUNDS, made payable to the Keenan Auction Co., Inc. (deposited with the Auctioneer as a qualification to bid) increased to 10% of the purchase price in 5 business days, 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.

Conveyance of the property will be by release deed. All other terms will be announced at the public sale. For a Property Information Package visit KeenanAuction.com or call (207) 885-5100 and request by auction #24-38. Richard J. Keenan #236. Our 52nd Year and 8,628th Auction.



Keenan Auction Company, Inc.
2063 Congress Street
Portland, ME 04102
207-885-5100
info@keenanauction.com

Legal Notice

**Real Estate Foreclosure Auction 24-38
Circa 1855 Italianate Style Home
6,196+/- SF ~ 6-Bedrooms ~ 3.5-Baths ~ .43+/- Acres
WEST END BRICK MANSION
308 Danforth St., Portland, Maine
Friday, April 5, 2024 at 11AM**



Notice is hereby given that in accordance with an Consented-To Judgment of Foreclosure and Sale, Stipulated Expiration of Redemption, and Waiver of Appeal dated February 21, 2023, which judgment was entered on February 21, 2023 by the Superior Court for Cumberland County, State of Maine, in the case of *Bar Harbor Bank & Trust v. Truong Vo and Christa Vo et al*, Docket No. PORDC-RE-2021-055 wherein the Court adjudged a foreclosure of a Mortgage Deed recorded in the Cumberland County Registry of Deeds in Book 34677, Page 325, the period of redemption from said judgment having expired, a public sale will be conducted on April 5, 2024, commencing at 11:00 a.m. at 308 Danforth

St., Portland, Maine. Reference should be had to said Mortgage Deed for a more complete legal description of the property to be conveyed. **For a detailed real estate auction listing visit KeenanAuction.com.** Reference City of Portland Map 61, Lot H007001.

Preview: Thursday, March 21, 2024 from 10-12PM¹

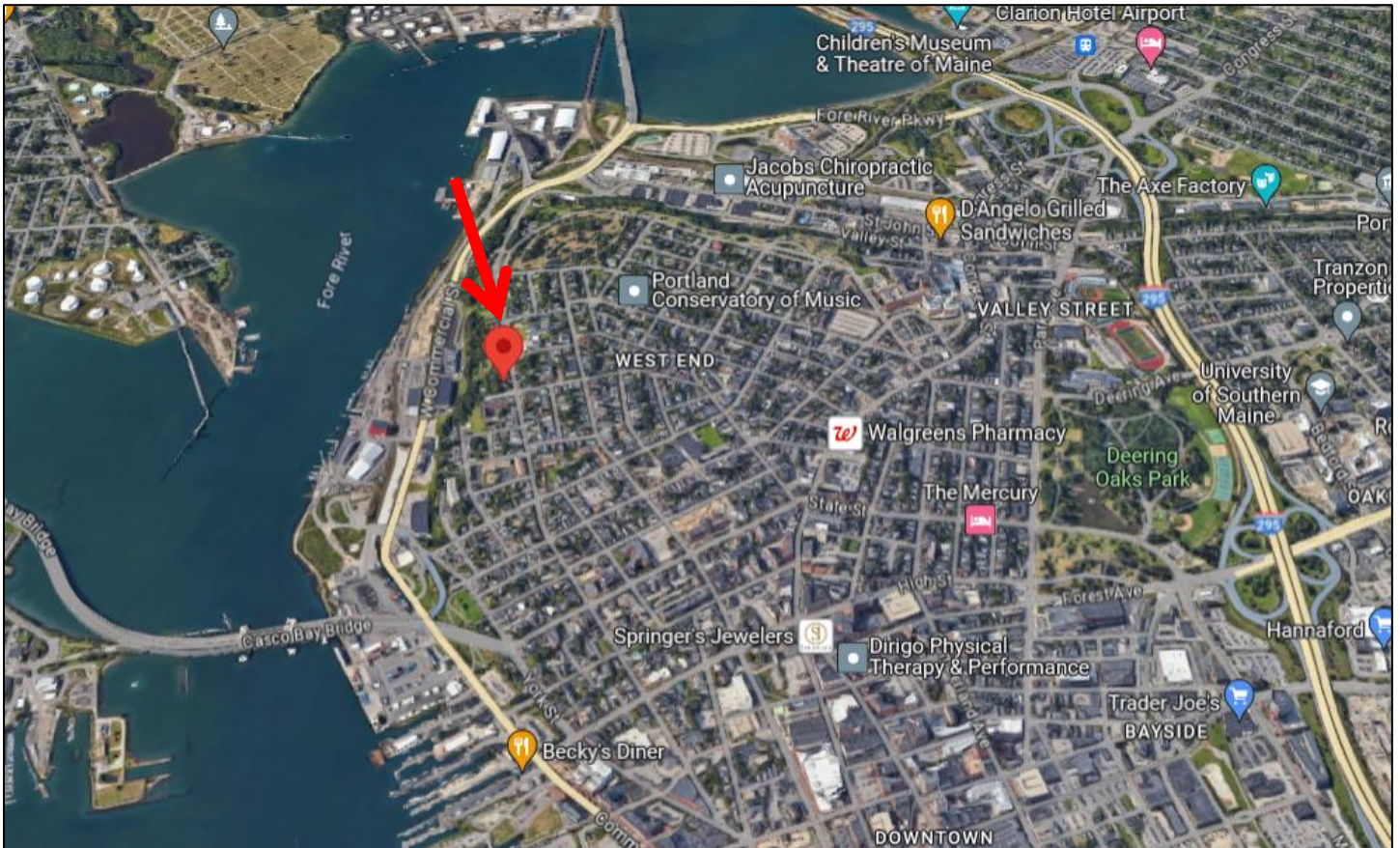
Terms: A **\$10,000** deposit (nonrefundable as to highest bidder) in CASH or CERTIFIED U.S. FUNDS, made payable to the Keenan Auction Co., Inc. (deposited with the Auctioneer as a qualification to bid) increased to 10% of the purchase price in 5 business days, with balance due and payable within **30 days** from date of auction. The property will be sold by public auction subject to all outstanding municipal assessments. Conveyance of the property will be by release deed. All other terms will be announced at the public sale. For a Property Information Package visit KeenanAuction.com or call (207) 885-5100 and request by auction #24-38. Richard J. Keenan #236. Our 52nd Year and 8,628th Auction.

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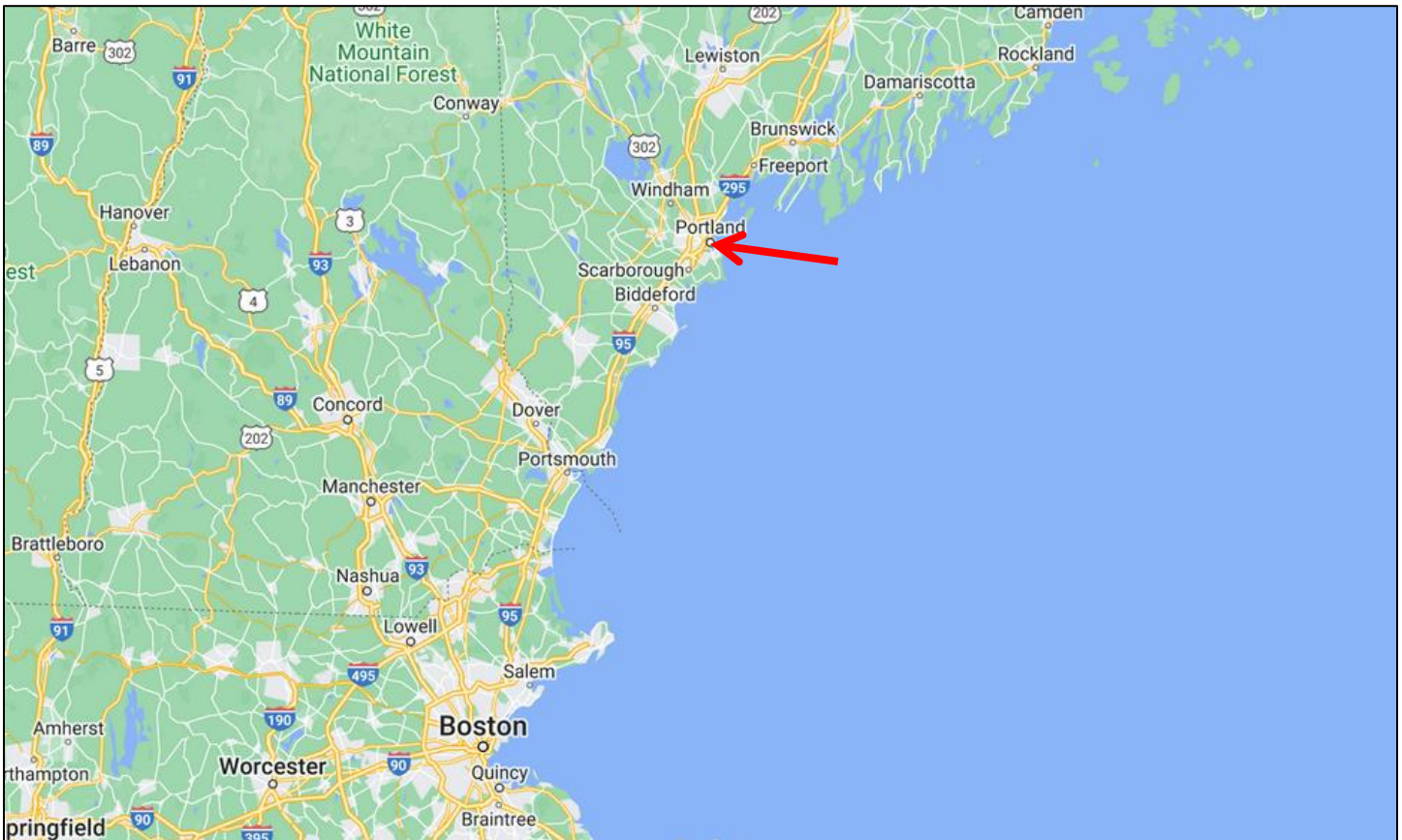
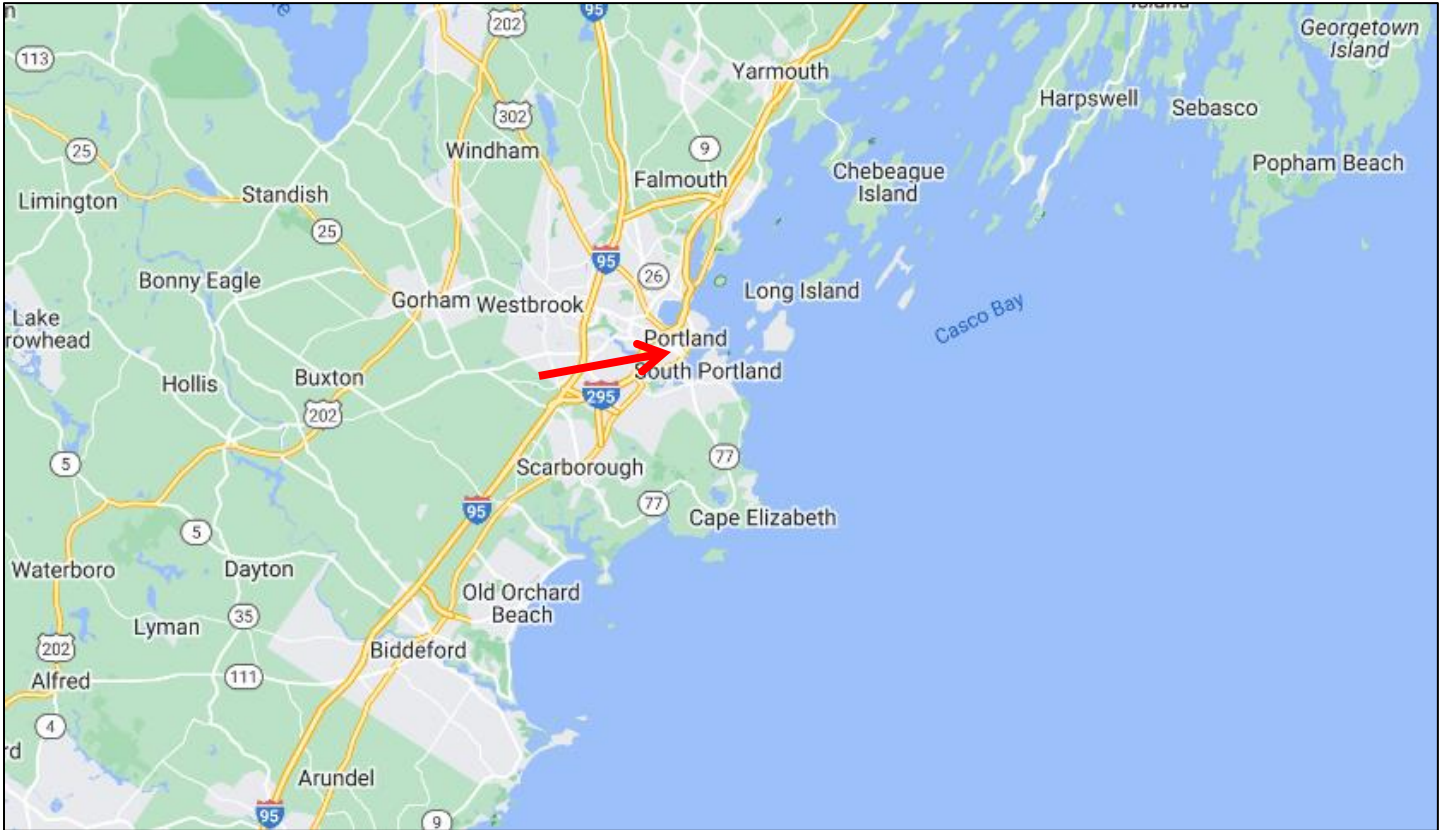
Keenan Auction Company, Inc.
2063 Congress Street
Portland, ME 04102
207-885-5100
info@keenanauction.com

¹ An additional preview on Thursday, March 28, 2024 from 10AM-12PM was added for this property as well.

Aerial Maps



Location Maps

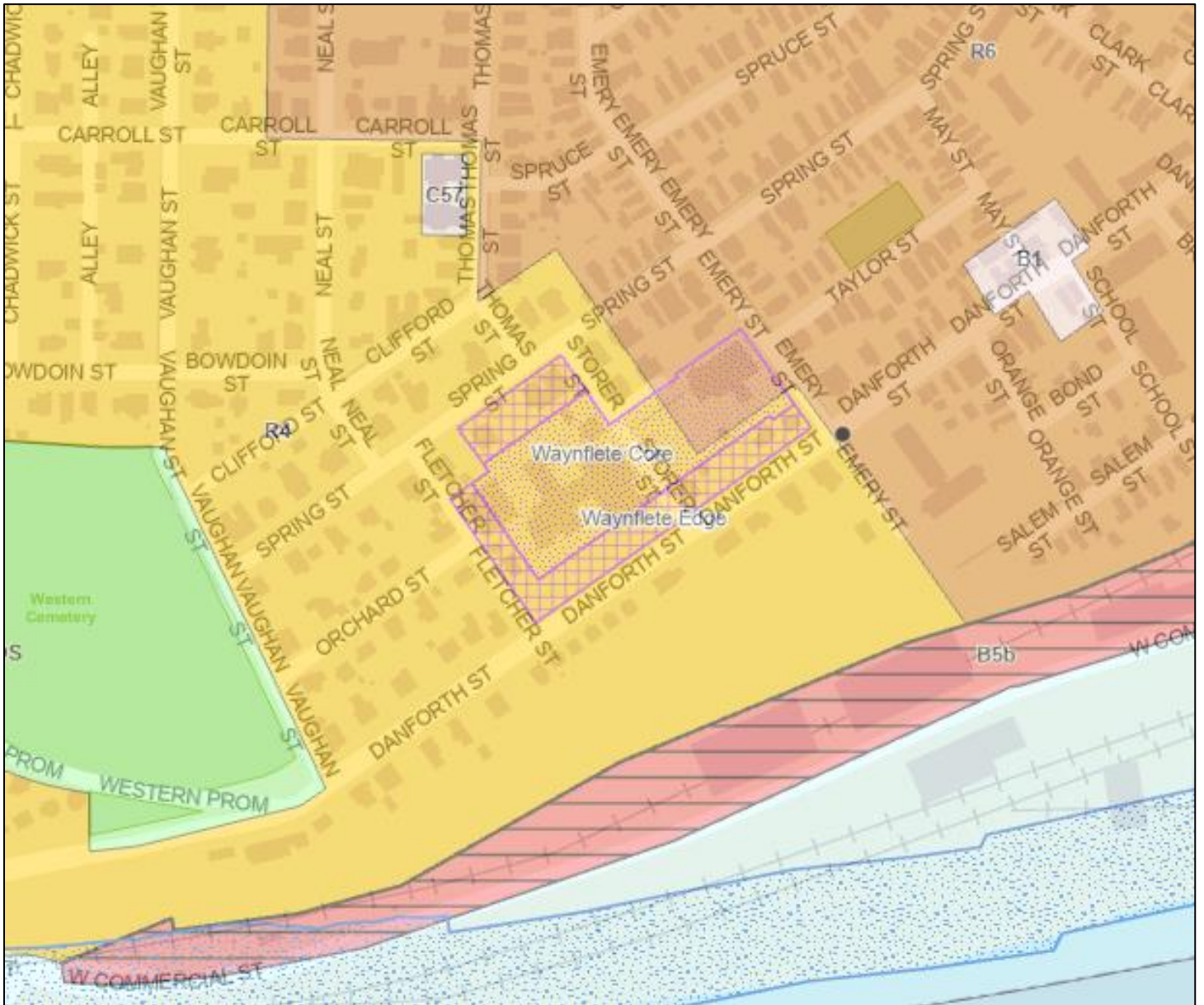


Tax Map

[Map 61, Lot H007001]



Zoning Map



R-4 To preserve the unique character of the Western Promenade area of the city by controlling residential conversions and by allowing the continued mix of single-family, two-family, and low-rise multi-family dwellings and other compatible development at medium densities.

Assessment Information

PARID: 061 H007001
 VO CHRISTA AND TROUNG VO

308 DANFORTH ST

Parcel

Parcel ID	061 H007001
Property Location	308 DANFORTH ST
Unit	
Living Unit	1
Land Use Code	11 - SINGLE FAMILY
	Verify legal use with the Zoning Office
Land Area (acreage)	.4284
Land Area (square footage)	18661
Notes	61-H-7 DANFORTH ST 308 18659 SF
Utilities	2 - PUBLIC WATER 3 - PUBLIC SEWER -

Owners

Owner	VO CHRISTA & TROUNG VO
Address	308 DANFORTH ST
City, State, Zip	PORTLAND ME 04102
Deed Date	02/27/2018
Book	34677
Page	323

Assessed Values

Land	\$452,000
Building	\$1,155,300
Total	\$1,607,300
Homestead / Veterans Exemption	\$0
Other Exemptions	\$0
Taxable Value	\$1,607,300

Sales History

Date	Price	Grantee	Grantor	Book	Page
02/27/2018	\$375,000	VO CHRISTA &	BEEBE HAROLD H JR WWII VET &	34677	323
05/20/1965	\$0	BEEBE HAROLD H JR WWII VET &		2896	384

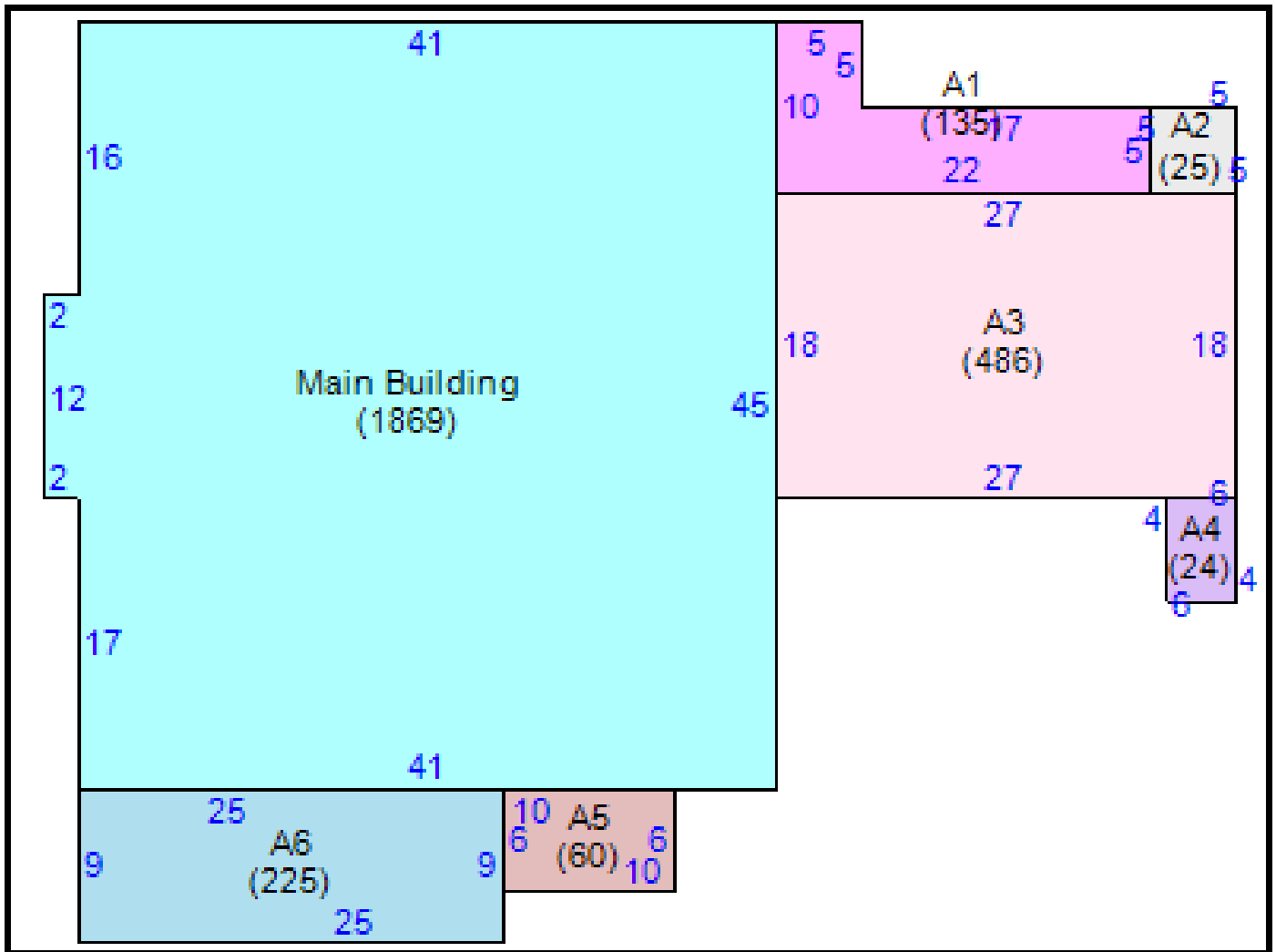
Residential

Card	1
Style	MANSION
Year Built	1855
Stories	2.5
Attic	1 - NONE
Fuel Type	4 - OIL
Heat System	5 - STEAM
Heat/AC Type	2 - BASIC
Fireplaces	8
Total Rooms	12
Bedrooms	6
Full Baths	3
Half Baths	2
Basement	4 - FULL
Basement Garage Spaces	
Finished Basement Area	0
Basement Rec Room Area	
Unfinished/Cathedral Area	
Living Area	6,196
Assessment History	

Year	Land	Building	Total	Standard Exemption	Other Exemption	Taxable Value
2023	\$452,000	\$1,155,300	\$1,607,300	\$0	\$0	\$1,607,300
2022	\$452,000	\$1,155,300	\$1,607,300	\$0	\$0	\$1,607,300
2021	\$452,000	\$1,155,300	\$1,607,300	\$0	\$0	\$1,607,300
2020	\$343,300	\$488,900	\$832,200	\$0	\$0	\$832,200
2019	\$343,300	\$488,900	\$832,200	\$0	\$0	\$832,200
2018	\$343,300	\$488,900	\$832,200	\$0	\$0	\$832,200
2017	\$343,300	\$488,900	\$832,200	\$24,440	\$0	\$807,760
2016	\$343,300	\$488,900	\$832,200	\$21,000	\$0	\$811,200
2015	\$343,300	\$488,900	\$832,200	\$16,000	\$0	\$816,200
2014	\$343,300	\$488,900	\$832,200	\$16,000	\$0	\$816,200

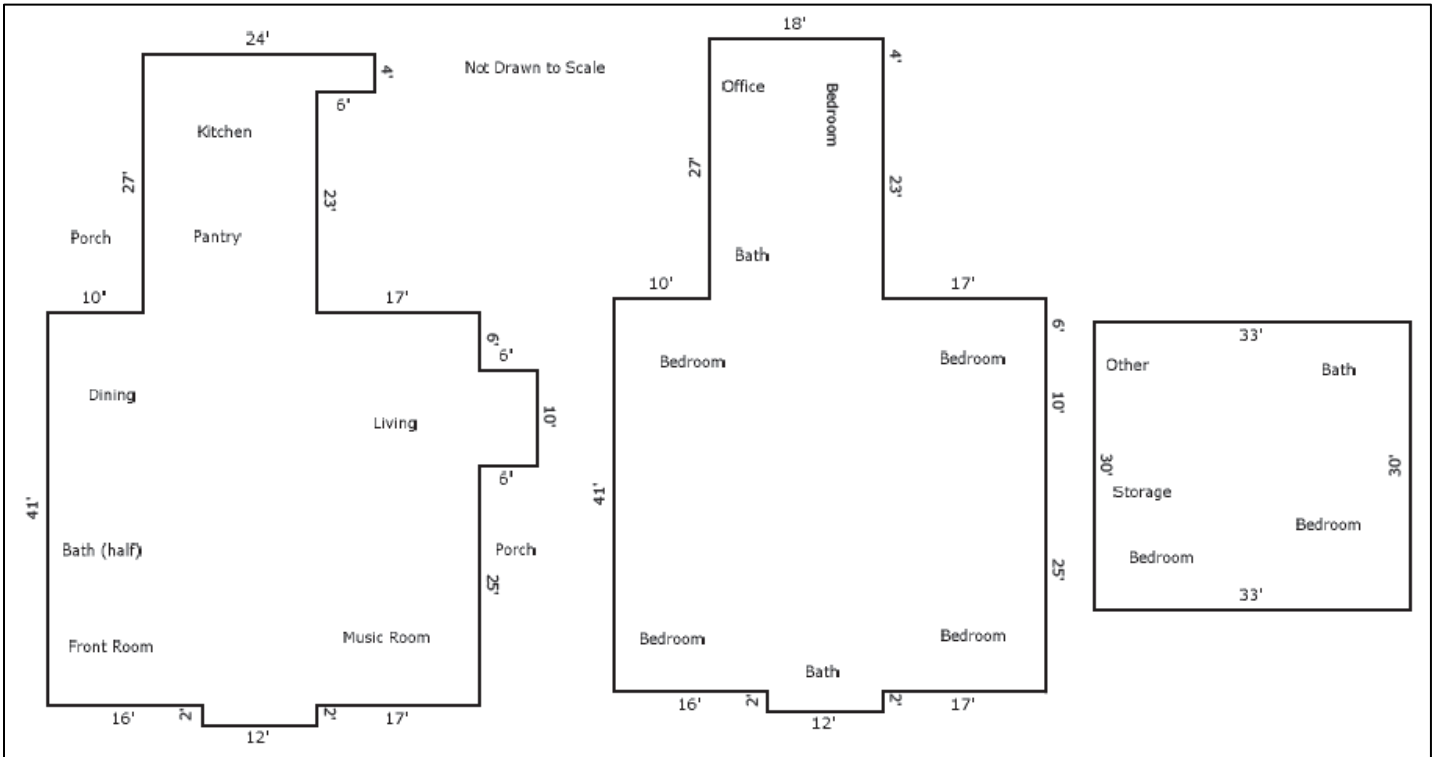
Building Sketches

[From City Assessors]



Type	Line #	Item	Area
Dwelling	0	Main Building	1,869
Dwelling	1	A1 - 11:OFP OPEN FRAME PORCH	135
Dwelling	2	A2 - 50/11:B BASEMENT/OFP OPEN FRAME PORCH	25
Dwelling	3	A3 - 50/20/20:B BASEMENT/1SMA MASONRY/1SMA MASONRY	486
Dwelling	4	A4 - 50/20:B BASEMENT/1SMA MASONRY	24
Dwelling	5	A5 - 50/15:B BASEMENT/FB FRAME BAY	60
Dwelling	6	A6 - 11:OFP OPEN FRAME PORCH	225

[Other Sketch]



Municipal Information

Real Estate Foreclosure Auction 24-38
308 Danforth Street, Portland, Maine

FY2024 Mill Rate \$ 14.41 Per \$1,000.00

Percent of Valuation at Market 100%

Tax Map 61, Lot H-007-001

FY2024 TAX VALUE:

Land	\$ 452,000.00
Building	<u>1,155,300.00</u>
Total Value	\$ 1,607,300.00

FY2024 ANNUAL REAL ESTATE TAXES: \$ 23,161.19

REAL ESTATE TAXES DUE: As of 4/5/2024
FY2024 - \$ 11,636.43

PUBLIC WATER/SEWER DUE: \$ 2,131.26²

STORMWATER BILL DUE: \$ 1,531.81 as of 3/1/2024

The above information was obtained from the Portland City Hall. For further details on municipal information please contact the City Hall at 207-874-8300.

² The water account is shut off and another bill will be going out before the auction. Auctioneer will update this information prior to the auction. The high bidder will want to contact the Portland Water District for a final payoff amount and complete details (207-761-8310).

National Register of Historic Places Information

Link to National Park Service Website: [Click Here](#)

The National Register of Historic Places is the official list of the Nation's historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service's National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America's historic and archeological resources.

What We Do

- Review nominations that Americans believe are worthy of preservation submitted by states, tribes, and other federal agencies and list eligible properties in the National Register
- Offer guidance on evaluating, documenting, and listing different types of historic places through the National Register Bulletin series and other publications
- Help qualified historic properties receive preservation benefits and incentives

Fast Facts

- The more than 98,000 properties listed (as of the end of 2023) in the National Register represent 1.8 million contributing resources - buildings, sites, districts, structures, and objects
- Almost every county in the United States has at least one place listed in the National Register
- Listing in the National Register is the first step towards eligibility for National Park Service-administered federal preservation tax credits that have leveraged more than \$45 billion in private investment and National Park Service grant programs like Save America's Treasures and Preserve America.

National Register Criteria for Listing

The quality of significance in American history, architecture, archaeology, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, material, workmanship, feeling, and association, and:

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that reflect in an outstanding manner the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded or may be likely to yield information important in prehistory or history.

Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the last 50 years shall not be considered for the National Register. Such properties will qualify if they are integral parts of districts that meet the criteria or if they fall within the following categories:

- A. a religious property deriving primary significance from architectural or artistic distinction or historical importance; or
- B. a building or structure removed from its original location but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event; or
- C. a birthplace or grave of a historical figure of outstanding importance if there is no other appropriate site or building directly associated with his productive life; or
- D. a cemetery that derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events; or
- E. a reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived; or
- F. a property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own historical significance; or
- G. a property achieving significance within the past 50 years if it is of exceptional importance.

Results of Listing

What are the effects when a property is listed in the National Register of Historic Places?

- A. Listing in the National Register gives official recognition to the historic and cultural importance of a property as part of the Nation's heritage which ought to be preserved.
- B. Properties listed in the National Register or deemed eligible for such listing are afforded protection from adverse impact by projects funded, licensed, or executed by the Federal Government, since Federal projects which affect such properties are subject to review by the State Historic Preservation Officer and, if necessary, the Advisory Council on Historic Preservation in Washington, D. C.
- C. Depreciable properties in the National Register can qualify for certified rehabilitation tax credit incentives under the historic preservation provisions of the Tax Reform Act of 1986.
- D. Control and authority over the use and disposition of a property listed in the National Register or deemed eligible for such listing remain solely with the owner unless he has applied for and received a matching grant or other Federal funding, or is participating in a rehabilitation tax credit project. Listing in the National Register does not mean that limitations will be placed on the property by the Federal government. Public visitation rights are not required by the owner.

Land Use Information



TABLE 6-A: PERMITTED AND CONDITIONAL USES IN RESIDENTIAL ZONES

	R-1	R-2	R-3	R-4	R-5/R-5a	R-6/R-6a	Use Standards	
Residential	Single-family dwellings	●	●	●	●	●		
	Two-family dwellings				●	●	6.4.2	
	Multi-family dwellings			○		○ ¹ /● ²	6.4.2, 6.5.6(G)	
	Congregate care facilities					● ²		
	Handicapped family units	●	●	●	●	●		
	Planned Residential Unit Developments			● ⁴		● ⁴		
	Special needs independent dwelling units				●	● ¹		
	Lodging houses					○ ^{1,3}	6.4.10	
	Sheltered care group homes	○	○	○	○	○	6.5.6(K)	
	Elementary, middle, and secondary schools	○	○	○	○	○ ¹	6.5.6(F)	
Institutional	Governmental uses	●	●	●	●	●		
	Hospitals			○	○ ¹	○		
	Intermediate care facilities	○	○	○		○ ¹ /● ²		
	Long-term and extended care facilities	○	○	○		○ ¹ /● ²	6.5.6(F)	
	Places of assembly (<10,000 SF)	○	○	○	○	○		
	Places of assembly (>10,000 SF)	○	○	○	○	○		
	Preschool facilities	○	○	○	○	○	6.5.6(I)	
	Post-secondary schools		○			○ ¹	6.5.6(F)	
	Comm.	Bed and breakfasts					●/○ ⁵	6.4.5
		General offices (<5,000 SF)					○	6.5.6(C)
Hostels						●/○ ⁶	6.4.9	
Other	Agriculture	●	●					
	Cemeteries	○	○		●	●		
	Off-street parking			○	○	○ ¹	6.5.6(H)	
	Parks and open spaces	●	●	●	●	●		
	Raising of domesticated animals	○					6.5.6(J)	
	Solar energy system (minor)	●	●	●	●	●	6.4.16	
	Utility substations	○	○	○	○	○	6.5.6(L)	

¹ In the R-5 zone only.

² In the R-5a zone only.

³ Conversions of existing two-family structures into lodging houses are permitted as a conditional use, provided that the lodging house shall not be located within 500 ft. of another as measured along street lines.

⁴ Must consist of horizontally or vertically attached dwelling units, or a series of such dwelling units, with all land owned and used in common. PRUDs shall be subject to review and approval by the Planning Board under Article 15.

⁵ Permitted if a conversion of a structure existing as of 3/3/97 to up to four guest rooms and conditional if a conversion of the same to five to nine rooms.

⁶ Permitted if for no more than 10 overnight transient guests and conditional if for between 11 and 20 overnight transient guests. An owner, manager, or operator shall be a permanent resident of the building.



TABLE 7-A: RESIDENTIAL ZONE DIMENSIONAL STANDARDS

		R-1	R-2	R-3 ²	R-4	R-5 ^{2,3}	R-5a ⁴	R-6 ^{6,7}	R-6a ¹³	
Lot area (min.)	Governmental	15,000 SF	10,000 SF	6,500 SF	6,000 SF	6,000 SF				
	Hospital			10 ac.		5 ac.		2 ac.		
	Intermediate or long-term, extended care facility	3 ac.	3 ac.	2 ac.		2 ac.	1.5 ac.	1 ac. ⁸		
	Lodging house					9,000 SF		2,000 SF		
	Place of assembly	<10,000 SF	1 ac.	1 ac.	1 ac.	15,000 SF	.5 ac.	.5 ac.	10,000 SF	
		>10,000 SF	2 ac.	2 ac.	2 ac.	30,000 SF	1 ac.	1 ac.	15,000 SF	
	Post-secondary school		2 ac.			2 ac.		2,000 SF		
	Elementary, middle, and secondary school	2 ac.	2 ac.	2 ac.	30,000 SF	30,000 SF		30,000 SF		
	Raising of animals	3 ac.								
	Residential	15,000 SF	10,000 SF	6,500 SF	6,000 SF	6,000 SF ³	6,000 SF / 2 ac. max ⁵	2,000 SF	4 ac.	
	All other uses	15,000 SF	10,000 SF	6,500 SF	6,000 SF	6,000 SF		2,000 SF		
	Lot area per dwelling unit (min.)	15,000 SF	10,000 SF	6,500 SF	3,000 SF	3,000 SF	1,600 SF	725 SF		
	Lot area per rooming unit (min.)					1,000 SF		250 SF ⁹		
Lot area per SNIDU ¹ (min.)				2,400 SF	3,600 SF					
Street frontage (min.)	75 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	20 ft.			
Lot width (min.)	100 ft.	80 ft.	65 ft.	60 ft.	60 ft.	60 ft.	20 ft.			
Front setback (min.)	25 ft.	25 ft.	25 ft.	25 ft.	20 ft.	25 ft.	5 ft.			
	Or average depth of adjacent front yards									
Rear setback (min.)	25 ft.	25 ft.	25 ft.	25 ft.	20 ft.	25 ft.	10 ft.			
	Detached accessory (< 250 SF footprint)	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.		
	<1.5 stories to 1.5 stories	12 ft.	12 ft.	8 ft.	10 ft.	8 ft.	10 ft.		<45 ft. in height: 10 ft.	
	2 stories	14 ft.	14 ft.	14 ft.	14 ft.	12 ft.	14 ft.			
	2.5 stories	16 ft.	16 ft.	16 ft.	16 ft.	14 ft.	16 ft.	5 ft. ¹⁰		
Side setback (min.)	Detached accessory (< 250 SF footprint)	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.		>45 ft. in height: 15 ft.	
	On side street (min.)	20 ft.	20 ft.	20 ft.	20 ft.	15 ft.	20 ft.	None		
	Or depth of front yard directly abutting the lot.									



TABLE 7-A (CONT.): RESIDENTIAL ZONE DIMENSIONAL STANDARDS

	R-1	R-2	R-3 ²	R-4	R-5 ^{2,3}	R-5a ⁴	R-6 ^{6,7}	R-6a ¹³
Stepbacks (above 35 ft. when property line abuts a residential zone)(min.)							10 ft. from side property line and 15 ft. from rear property line ¹¹	
Structure height (max.)	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	45 ft. ¹²	65 ft.
Detached accessory	18 ft.	18 ft.	18 ft.	18 ft.	18 ft.	18 ft.	18 ft.	
Lot coverage (max.)	20%	20%	35%	30%	40%	30%	60%	
Landscaped open space ratio (min.)							20%	
Width of garage opening on front façade (max.)							9 ft. or 40% of the front facade, whichever is greater, and in no case more than 20 ft.	

¹ Special needs independent dwelling unit.

² See Table 7-B for PRUD standards.

³ Single-family homes may be built on small lots in the R-5 under small residential lot dimensional requirements under certain conditions. See Table 7-C for R-5 Small Residential Lot dimensional requirements.

⁴ For R-5a, PRUD standards shall apply to PRUDs, multi-family development of 4 or more units, congregate care, and intermediate, extended, or long-term care facilities, unless noted otherwise in the table above. See Table 7-B for additional standards that apply to these uses.

⁵ Applies to 1-, 2-, and 3-family dwellings only.

⁶ Alterations to single-family, two-family, and multi-family dwellings in existence as of 6/15/15 shall not result in the creation of any additional dwelling unit of less than 600 square feet of floor area, exclusive of common hallways and storage in basement and attic; and shall not result in any existing dwelling unit being reduced in size to less than 1,000 square feet of floor area, exclusive of common areas and storage in basement and attic.

⁷ Subdivisions consisting of horizontally attached dwellings on individual lots are not required to have side yards between such dwellings where a party wall condition will exist. Horizontally attached dwellings located within a single lot shall be required to meet the applicable side setback requirements at the external lot boundaries of the subdivision and internal lot boundaries between such dwellings that are not attached to each other. No minimum lot size or width shall be required for individual lots underlying townhouse (horizontally attached) dwelling types. The applicable minimum lot area per dwelling shall apply to each lot.

⁸ Except for long-term and extended care facilities: 10,000 SF for the first 9 residents plus 750 SF for each additional resident, up to a total of 2 ac.

⁹ A minimum lot area per intermediate care resident of 250 SF also applies.

¹⁰ Except that a side setback in the R-6 zone may be reduced to zero, provided that the cumulative side yards are not less than 10 ft. A permanent maintenance easement a minimum of 5 ft. in width shall be provided on the parcel adjacent to the lot line with the reduced side setback.

¹¹ Does not apply on side streets.

¹² Except as provided under the Fort Sumner Park Height Overlay and the Bayside Height Overlay.

¹³ All R-6 dimensional standards apply in the R-6a unless otherwise indicated.

PROPERTY DISCLOSURE

AUCTION #: 24-38

PROPERTY : 308 Danforth Street, Portland, Maine

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

Section 1 - Private Water Supply System

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

Section 2 - Insulation _____ Not Known X

Section 2-A - Heating System or Heating Source

- A. Type(s); _____ Not Known X
- B. Age of system/source(s); _____ Not Known X
- C. Name of company who services system/source(s); _____ Not Known X
- D. Date of most recent service call; _____ Not Known X
- E. Annual consumption per system/source; _____ Not Known X
- F. Malfunctions per system/source within the past 2 years; _____ Not Known X
- G. The date of the most recent inspection of the chimneys and vents for the heating system or source; _____ Not Known X

Section 3 - Waste Disposal System

3-A. Private

- A. Type of system; _____ Not Known X
- B. Size and type of tank; _____ Not Known X
- C. Location of tank; _____ Not Known X
- D. Malfunctions of tank; _____ Not Known X
- E. Date of installation of tank; _____ Not Known X
- F. Location of leach field; _____ Not Known X
- G. Malfunctions of leach field; _____ Not Known X
- H. Date of installation of leach field; _____ Not Known X

Section 3 - Waste Disposal System Disclosure Continued

I. Date of most recent servicing of system; _____ Not Known X

J. Name of contractor who services the system; _____
_____ Not Known X

K. For systems within shoreland zones, disclosures on septic systems required by Title 30-A, section 4216; _____ Not Known X

3-B. Public

1. Have you experienced any system or line malfunction; _____ Not Known X

Section 4 - Known Hazardous Materials Disclosure

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

A. Asbestos; _____ Not Known X

B. Lead based paint; _____ Not Known X

C. Radon; _____ Not Known X

D. Arsenic; _____ Not Known X

E. Underground storage tanks; _____ Not Known X

Section 5 - Known Defects - Any known defects; _____ Not Known X

Section 6 - Access to the Property

A. A public way; _____ Not Known X

B. Roads on or abutting property; _____ Not Known X

C. Any means other than a public way; _____ Not Known X

C-1. Entity or person responsible for maintenance; _____ Not Known X

C-2. Road Association; _____ Not Known X

Section 7 - Use for Manufacture of Methamphetamine

Whether the property has been used for the manufacture of methamphetamine; _____ Not Known X

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.

Seller's signature Kathleen Spruce

Date: March 14, 2024

"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."

Purchase & Sale Agreement
Auction 24-38

This Agreement is entered into this 5th day of April, 2024, by and between Bar Harbor Bank & Trust, having a mailing address of P.O. Box 37, New London, New Hampshire 03257, hereinafter sometimes called (the “SELLER”), and the following hereinafter referred to as (the “BUYER”):

Name: _____

Address: _____

Telephone No.: _____

Email Address: _____

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 308 Danforth Street, in the City of Portland, County of Cumberland and State of Maine. The real estate is more particularly bounded and described in the mortgage recorded in the Cumberland County Registry of Deeds in Book 34677, Page 325, as well as in the property description attached as **Exhibit A** 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 **Ten Thousand Dollars (\$10,000.00)**, receipt of which is hereby acknowledged, plus an additional deposit of \$ _____, all of which is nonrefundable, 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 without Covenant to the Real Estate, which shall be conveyed by SELLER as foreclosing mortgagee pursuant to the Consented-To Judgment of Foreclosure and Sale, Stipulated Expiration of Redemption, and Waiver of Appeal in *Bar Harbor Bank & Trust v. Truong Vo and Christa Vo*, Docket No. PORDC-RE-2021-055 (Maine Superior Court, Cumberland County). The only condition to BUYER’S fulfillment of its obligations under this Agreement is that on the closing date SELLER shall deliver said Quitclaim Deed without Covenant. There shall be no contingencies or other circumstances that will relieve the BUYER of his obligations hereunder including, *inter alia*, its obligations to pay the full purchase price.

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, including without limitation, the warranties of habitability, merchantability, marketability and fitness for any purpose, all of which shall be and hereby are disclaimed. No representation or warranty is made as to title to the Property or the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any of the same pertaining to zoning, environmental law or hazardous waste. SELLER and its agents

Purchase & Sale Agreement

Auction 24-38

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and attorneys shall have no responsibility or liability for loss of use of the assets, loss of income, loss of time, inconvenience, commercial loss, and/or any incidental or consequential damage, loss or injury.

3. BUYER is encouraged to seek information from professionals regarding any specific issue or concern. Neither SELLER nor its agents or its representatives make any warranties or representations regarding the condition, permitted use, value of, or any other warranty or representation regarding the real or personal property. All investigations were done by BUYER prior to the signing of this Agreement and were done by persons chosen and paid for by BUYER in BUYER'S sole discretion. BUYER is relying completely upon BUYER'S own opinion as to the Property which is the subject of this Agreement.

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 (Rudman Winchell, 84 Harlow Street, Bangor, Maine 04402; 207-947-4501) 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 1 of this Agreement, or is unable to perform hereunder for any reason whatsoever, outside the 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. No representations or warranties of any kind are made with respect to any leasehold interest in the Property.

10. 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. If applicable, as determined by the Auctioneer, the BUYER will be responsible for a 5.5% State of Maine Sales Tax on the value of any personal property being sold with the Real Estate (\$_____). This amount will be due from the BUYER at closing and made payable to Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102.

11. Transfer Tax: 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.

Purchase & Sale Agreement

Auction 24-38

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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 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 and the incorporated Terms and Conditions of Sale represent 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. This Agreement is to be construed under the laws of the State of Maine. This Agreement may be canceled, modified, or amended only by a writing executed by the parties hereto or their legal representatives.

17. Assignment: BUYER may assign its rights under this Agreement to any third party by a writing approved by SELLER (which approval SELLER may withhold without cause), but such assignment may not mitigate or modify BUYER'S obligations and liability to SELLER pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to SELLER, must be executed and delivered by BUYER and the proposed assignee(s) to counsel for SELLER at least seven (7) calendar days prior to the date of closing.

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

SELLER:
BAR HARBOR BANK & TRUST

By: Jeanne Canty
Its: Assistant Vice President,
Consumer Collections Manager

BUYER

BUYER

WITNESS

WITNESS

Exhibit A – Legal Description

Doc#: 9111 Bk:34677 Pg: 340

EXHIBIT A

A certain lot or parcel of land, with the buildings thereon, situated at 308 Danforth Street in the City of Portland, County of Cumberland and State of Maine, and more particularly described as follows:

Beginning at a point in the southerly side line of Danforth Street at the center of the cement walk leading to the rear of the house on the granted premises, and eighty-three (83) feet, more or less, southwesterly from the corner of Emery Street; thence running southeasterly on the center line of said cement walk and the same course prolonged, parallel with Emery Street, One Hundred Eighty (180) feet to an iron pipe driven in the ground; thence running southwesterly parallel with said Danforth Street one hundred three (103) feet, eight (8) inches, more or less, to land formerly of Sidney St. F. Thaxter; thence running northwesterly by said Thaxter land one hundred eighty (180) feet, more or less, to the southerly side line of said Danforth Street; thence running northeasterly by the southerly line of said Danforth Street one hundred three (103) feet eight (8) inches, more or less, to the point of beginning.

Being the same premises as described in the deed from Harold H. Beebe, Jr. and Nancy A. Beebe to Christa Vo and Truong Vo, dated February 16, 2018, to be recorded herewith in the Cumberland County Registry of Deeds.

TV CV 2/16/18

Terms and Conditions of Sale
Real Estate Foreclosure Auction 24-38
West End Brick Mansion | 308 Danforth Street, Portland, Maine
Friday, April 5, 2024 at 11AM

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Friday, April 5, 2024 commencing at 11:00 a.m. at 308 Danforth Street, Portland, Maine.

2. Terms of Sale:
 - a. The sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below. Additional terms may be announced orally 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 (the "Property") will be sold "**AS IS, WHERE IS, AND WITH ALL FAULTS.**" Bar Harbor Bank & Trust (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. A deposit to bid of **\$10,000.00** must be left with the auctioneer prior to the sale. The deposit must be in the form of Certified U.S. Funds, increased to 10% of the purchase price within 5 business days from the public sale and made payable to the auctioneer. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned immediately after the auction.

 - e. **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. If applicable, as determined by the Auctioneer, the Buyer will be responsible for a 5.5% State of Maine Sales Tax that will be assessed on the value of any personal property that is being sold with the real estate. The 5.5% sales tax will be due from the Buyer at closing.

 - f. 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.

 - g. The deed to the Property will be by Quitclaim Deed without 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.

 - h. 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.

i. 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.

j. 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.

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

l. SELLER, and its assigns, reserves the right to bid without making the required deposit and, if SELLER, or its assigns, is the high bidder, to pay for the Property with a credit against the debt owed to it.

3. Auction Procedure: Open and verbal. 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 auctioneer will acknowledge the high bidder at the conclusion of the sale. 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. Risk of Loss: The risk of loss with respect to the Property shall be with the BUYER 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 II, 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 signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the Auctioneer immediately.

9. Absentee Bids: Absentee or Proxy Bids are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the Sale, and such representative must provide documentation satisfactory to Auctioneer and/or SELLER that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

10. 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.

11. 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.

12. Lead-based Paint and/or Lead-based Paint Hazards: BUYER hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."