# **Breathtaking Land Parcel**

Brook Frontage | Surveyed | 100± Acres











\*\* Not on property

# M3 L11 OFF ROUTE 212 | MERRILL, MAINE

Bidding Opens: 03/24/2023 8:00am Bidding Closes: 04/26/2023 2:00pm

Online Only Auction In-Person Viewing Available

See QR Code on pg 2 to Register 109.54± Acres

Auction Details -



Introducing a breathtaking land parcel located in Merrill, Maine, with an extensive list of features that make it a truly remarkable property. With 109+/- acres, this land has been surveyed and recorded at the county registry. The land is also off-grid, and there is a deeded and surveyed private right of way that guarantees access, privacy and seclusion.

Huntley Brook is one of the many tributaries to the Mattawamkeag River and forms the northern boundary of the property, stretching over 2,000 feet. The elevations range from 740-840 FASL, offering picturesque views of the surrounding landscape. NRCS websoil survey shows the majority of the soils are Plaisted, Howland, and Thorndike, gravelly and silty loams, and a property information package (PIP) that includes this map overlay is available upon request.



# Lifestyle Properties of Maine





SCAN TO REGISTER FOR THE AUCTION!





# **Local Government**

# **Police**

County Sheriff (207) 532-3471

# **Fire**

Merrill Fire Dept (207) 757-8666

# **Town Office**

3391 US Route 2, Smyrna Mills Monday-Friday 8am-4pm (207) 757-8286

### Tax Assessor

Brandon Saucier (207) 554-0654

# **Code Enforcement**

Clarissa Porter (207) 538-5467

Phil McPhail REALTOR® (207) 290-0372 phil2@lifestylepropertiesme.com

The property boasts recent pre-commercial thinning of the trees, which has opened trails and improved the spacing of the hardwoods stands. The access road ends near the middle high point of the property offering an ideal location for a home or cabin, and the quality of the soils and trees make it perfect for homesteading.

Internet and cell service are available, with Starlink providing reliable and high-speed internet connectivity. You can also stay connected through a good cellular network.

The property is in Merrill, Maine, with a population of 208 per the 2020 census. It is just 3.2 miles west of I-95 exit in Oakfield, Maine, providing easy access. It is located in Aroostook County, which is the largest county east of the Mississippi, covering 6,828 square miles and has a population of 68,000. The county is known for its farming and forest activities and boasts 2,000 miles of groomed snowmobile trails and 1,000 miles of maintained ATV trails. The Southern Aroostook Community School System, located less than 6 miles from the land, serves the community.

The property is only 18 miles away from Houlton, the Southern County Seat, which provides access to a hospital, large stores, restaurants, car dealerships, and other essential services. Bangor International Airport is 106 miles away, which is approximately 1 hour and 35 minutes, while Boston is 339 miles away, taking approximately 5 hours.

Nearby points of interest include the North entrance of Baxter State Park, which is 43 miles away and covers 209,000 acres including many miles of hiking trails, numerous wild trout ponds, and the state's highest peak; Mt Katahdin. The Oxbow Gate of the North Maine Woods is 34 miles away, this is a region of 3.5 million acres, mostly private lands open to the public for hunting, camping, fishing, and boating, including the Allagash Wilderness Waterway. Katahdin Woods & Waters, a US national monument with over 87,000 acres, is 24 miles away featuring miles of the East Branch Penobscot River, hiking, hunting, fishing, and canoeing.

To learn more about this exceptional land parcel request a PIP or visit our website to see the auction information and read the terms and conditions. You can register for the auction online, and if you need help in the registration process, please call 800-286-6164 ask for Morgan one of our Maine licensed auctioneers.









# M3 L11 OFF ROUTE 212 | MERRILL

# **Shopping**

Oakfield, 4.2± miles

City

Presque Isle, 57.6± miles

**Airport** 

Bangor International, 106± miles

# Interstate

Exit #286, 3.2± miles

Hospital

Houlton Regional, 18.5± miles

Boston, MA

339± miles (5± hours)

Acres 109.54± Taxes \$398.28



# **Forester**

N/A

**Most Recent Harvest** 

2022

**Timber Type** 

Mixed

**Nearest Mill** 

Patten

# Easement

Right of way for road maint.
agreement. Restricted to
camps, no permanent year
round homes

**Tree Growth Status** 

Yes

**Tree Growth Plan** 

No

# View

Scenic | Woods

**Zoning** 

Rural

**Road Frontage** 

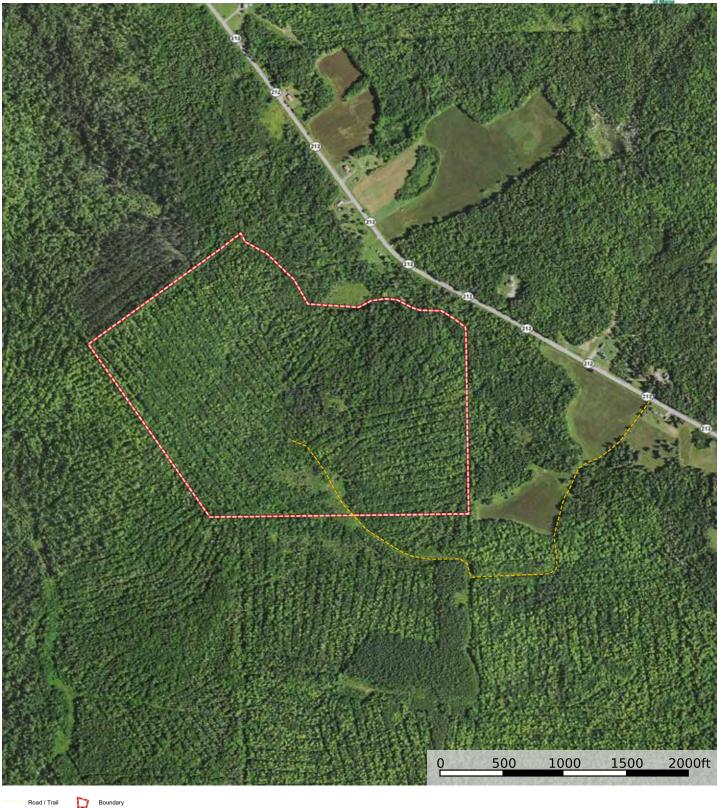
No

**Water Frontage** 

Huntley Brook | 2200'

# Aroostook County, Maine, 109.54 AC +/-





# Merrill Rte 212 109.54 +/- acres Aroostook County, Maine, 109.54 AC +/-3000 4000ft 1000 2000 Boundary Road / Trail

113 West Broadway



113 West Broadway

Boundary Boundary

Road / Trail

# | Boundary 111.01 ac

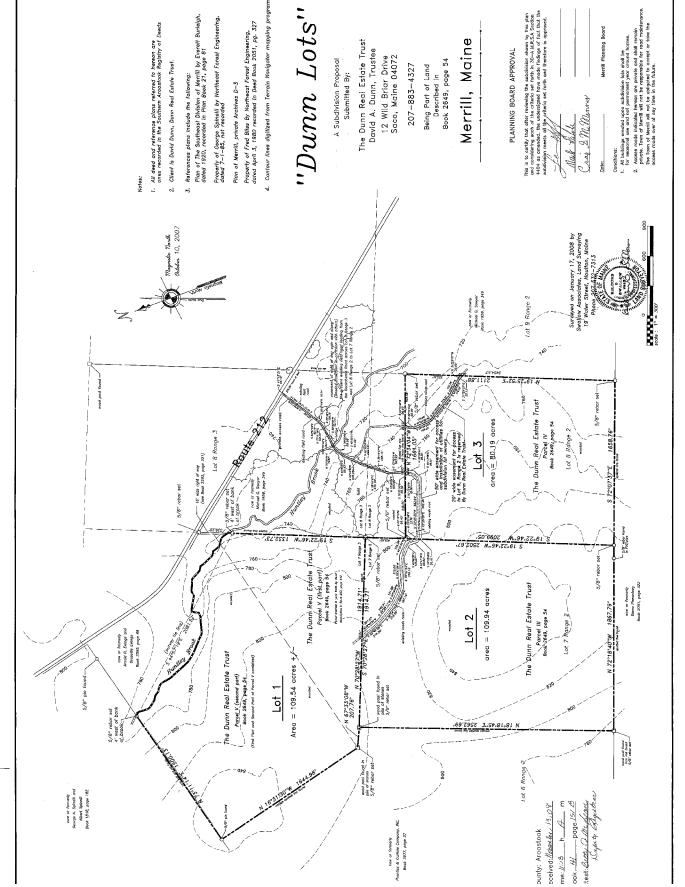
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
PgB	Plaisted gravelly loam, 3 to 8 percent slopes	58.4	52.6	0	37	2e
НоВ	Howland gravelly loam, 3 to 8 percent slopes	19.6	17.65	0	42	2w
MoB	Monarda-Burnham complex, 3 to 8 percent slopes	11.1	10.0	0	26	7s
ThD	Thorndike channery silt loam, 15 to 25 percent slopes, very rocky	7.97	7.18	0	15	6s
MoA	Monarda-Burnham complex, 0 to 3 percent slopes	7.97	7.18	0	26	7s
ThB	Thorndike channery silt loam, 0 to 8 percent slopes, rocky	5.71	5.14	0	26	2s
PgD	Plaisted gravelly loam, 15 to 30 percent slopes	0.26	0.23	0	35	4e
TOTALS		111.0 1(*)	100%	-	33.84	3.15

<sup>(\*)</sup> Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



# **Grazing Cultivation**

- (c) climatic limitations (e) susceptibility to erosion
- (s) soil limitations within the rooting zone (w) excess of water



FILE # 0863

# **DISCLAIMER**

# \*\*ATTENTION PROSPECTIVE BUYER\*\*

The information set forth in this property information package is believed to be correct and complete. However, United Country Lifestyle Properties of Maine and the seller of the property and its agents/representatives make no warranties as to the accuracy and completeness of this information.

Prior to the auction, prospective bidders should make such investigation, as they deem appropriate.

PROPERTY LOCATED AT: M3L11 Off Route 212, Merrill, ME 04457

### PROPERTY DISCLOSURE – LAND ONLY

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

# SECTION I — HAZARDOUS MATERIAL The licensee is disclosing that the Seller is making representations contained herein. A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground Yes X No storage tanks on your property? Unknown Yes X No Unknown If Yes: Are tanks in current use?.... If no longer in use, how long have they been out of service? N/A If tanks are no longer in use, have tanks been abandoned according to DEP?..... Yes X No Unknown Age of tank(s): N/A Size of tank(s): N/ALocation: N/A What materials are, or were, stored in the tank(s): N/A Comments: None Source of information: Previous Property Disclosure B. OTHER HAZARDOUS MATERIALS - Current or previously existing: TOXIC MATERIAL: Yes X No Unknown Yes X No Unknown LAND FILL: Yes X No Unknown RADIOACTIVE MATERIAL: METHAMPHETAMINE: Yes X No Unknown Comments: None Source of information: Previous Property Disclosure Buyers are encouraged to seek information from professionals regarding any specific issue or concern. Seller Initials 77 Page 1 of 3 **Buyer Initials**

Fax: 207.794.6666

# SECTION II — GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, ease	ments, rights-of-way, leases, rights of
first refusal, life estates, private ways, trails, homeowner associations (in	cluding condominiums and PUD's) or
restrictive covenants?	X Yes No Unknown
If Yes, explain: Right of way, road maint. agreement. Restricted to cam	ps, no permanent year round homes
Source of information: <b>Deed/Previous Property Disclosure</b>	
Is access by means of a way owned and maintained by the State, a county,	or a municipality over which the public
has a right to pass?	Yes <b>X</b> No Unknown
If No, who is responsible for maintenance? Road Maintenance Agree	ement
Road Association Name (if known):	
Are there any shoreland zoning, resource protection or other overlay zone	
requirements on the property?	
If Yes, explain:	
Source of information: Previous property disclosure	
Is the property the result of a division within the last 5 years (i.e. subdivisi	on)?
If Yes, explain:	
Source of information: <b>Deed/Previous property disclosure</b>	
Are there any tax exemptions or reductions for this property for any reason	n including but not limited to:
Tree Growth, Open Space and Farmland, Blind, Working Waterfront?	
If Yes, explain: property is in tree growth tax program.	
Is a Forest Management and Harvest Plan available?	
Has all or a portion of the property been surveyed?	
If Yes, is the survey available?	
Has the property ever been soil tested?	
If Yes, are the results available?	
Are mobile/manufactured homes allowed?	
Are modular homes allowed?	
Source of information: Previous property disclosure	
Additional Information: Lot currently under tree growth and lot has a	5-acre exception to build a camp.
Buyer Initials Page 2 of 3 Seller	Initials 76

PROPERTY LOCATED AT: M3	L11 Off Route 212, Merrill, ME	04457	
ATTACHMENTS CONTAI	NING ADDITIONAL INFO	ORMATION:	Yes <b>X</b> No
*	-	provide known information tion and represent that all info	
Thomas Gandnen	03/23/2023		
SELLER TST, LLC	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
I/We have read and received qualified professionals if I/w		and understand that I/we shos.	uld seek information from
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



BOOK 6376 PG 184 # 2022010532 09/29/2022 02:20:56 PM MELISSA L. RICHARDSON, REGISTER AROOSTOOK COUNTY, ME SOUTH E-RECORDED Maine Real Estate Transfer Tax Paid

### WARRANTY DEED

MICHAEL N. FARIAS, of 37 Dexter Street, Orange, Commonwealth of Massachusetts, 01364, for consideration paid,

grants to TST, LLC, a Maine limited liability company, with a mailing address of PO Box 189, Lincoln, ME 04457, with WARRANTY COVENANTS,

### PARCEL I:

A certain lot or parcel of land together with any improvements thereon situated on the southwesterly side of Route 212 in Merrill, Aroostook County, Maine and being LOT NO. 1 as the same is shown and depicted upon plan entitled "Dunn Lots" which is duly recorded in the Aroostook County Registry of Deeds in Plan Book 41, Page 151B to which plan reference should be made for a more particular description.

Being a portion of the property conveyed to the Dunn Real Estate Trust by deed recorded in the Aroostook County Registry of Deeds in Book 2649, Page 54.

The above referenced lot is conveyed together with the benefit of a 16 foot wide perpetual right of way and utility easement to be used in common with others for access to and egress from the above described lot as well as the introduction, maintenance, repair and replacement of all utility services, and being more particularly bounded and described as follows:

A certain perpetual right of way and utility easement to be used in common with others over the following described parcel of land:

Commencing at a point on the southwesterly right of way line of Route 212 near the east edge of an existing field road leading from Route 212 across the land conveyed to Michael G. Sawyer from George R. Sawyer and Jean G. Sawyer by deed dated January 30, 1987 and recorded in Book 1959, Page 349 of the Southern Aroostook Registry of Deeds, said point being 275.20 feet, more or less, northwesterly from the intersection of the east line of Lot 8, Range 3, with the southwesterly right of way line of Route 212;

Thence southwesterly on a course bearing S 55° 51' 13" W for a distance of 440.14 feet to a point;

Thence southwesterly on a course bearing S 63° 27' 04" W for a distance of 55.74 feet to a point;

Thence southwesterly on a course bearing S 77° 18' 14" W for a distance of 139.78 feet to a point;

Thence southwesterly on a course bearing S 82° 20' 45" W for a distance of 101.77 feet to a point;

Thence southwesterly on a course bearing S 70° 35′ 59" W for a distance of 69.96 feet to a point;

Thence southwesterly on a course bearing S 49° 36′ 01 " W for a distance of 91.44 feet to a point;

Thence southwesterly on a course bearing S 42° 15′ 53″ W for a distance of 203.05 feet to a point;

Thence southwesterly on a course bearing S 35° 19' 47" W for a distance of 266.15 feet to a point;

Thence southerly on a course bearing S 13° 40' 24" W for a distance of 163.95 feet, more or less, to the south line of the Sawyer property in Lot 8 Range 2;

Thence westerly along said south line on a course bearing N 72° 34' 04" W for a distance of 16.03 feet to a point;

Thence northerly on a course baring N 13° 40' 24" E for a distance of 165.96 feet to a point;

Thence northeasterly on a course bearing N 35° 19′ 47″ E for a distance of 270.18 feet to a point;

Thence northeasterly on a course bearing N 42° 15′ 33″ E for a distance of 205.05 feet to a point;

Thence northeasterly on a course bearing N 49° 36′ 01" E for a distance of 95.43 feet to a point;

Thence northeasterly on a course bearing N 70° 35' 59" E for a distance of 74.57 feet to a point;

Thence northeasterly on a course bearing N 82° 20′ 45″ E for a distance of 102.71 feet to a point;

Thence northeasterly on a course bearing N 77° 18' 14" E for a distance of 137.13 feet to a point;

Thence northeasterly on a course bearing N 63<sup>0</sup> 27' 04" E for a distance of 52.74 feet to a point;

Thence northeasterly on a course bearing N 55° 51' 13" E for a distance of 437.09 feet, more or less, to the southerly right of way line of Route 212;

Thence southeasterly along the right of way line of Route 212 on a course bearing S 41° 15′ 21 " E for a distance of 16.12 feet to the point of beginning.

This description prepared from a survey by Swallow Associates. Land Surveying, 19 Water Street, Houlton, Maine performed on January 17, 2008.

Said right of way and utility easement is to be used in common with others with the cost of maintaining or repairing to be shared equally by those using the same.

The above described premises are also conveyed together with the benefit of a 50 foot wide right of way and utility easement to be used in common by the owners of Lots 1, 2, and 3 as the same is shown on said plan and more particularly described as follows:

Commencing at a point on the north line of the parcel described as Parcel IV conveyed by Francis P. Dunn to Dunn Real Estate Trust in a deed dated January 10, 1994 and recorded in Book 2649, Page 54 of the Southern Aroostook Registry of Deeds, said point being 646.55 feet on a course bearing S 72° 34′ 04″ E from a rebar set at the northwest corner of said Parcel IV:

Thence southwesterly on a course bearing S 26° 33' 09" W for a distance of 65.19 feet to a point;

Thence southwesterly on a course bearing S 62° 13' 48" W for a distance of 62.58 feet to a point;

Thence westerly on a course bearing N 72° 25' 35" W for a distance of 563.94 feet to a point;

Thence northwesterly on a course bearing N 33° 32' 08" W for a distance of 27.78 feet to a point;

Thence northerly on a course bearing N 02° 17′ 10″ W for a distance of 96.43 feet to a point;

Thence northwesterly on a course bearing N 49° 00′ 30″ W for a distance of 156.24 feet to a point;

Thence westerly on a course bearing N 70° 41′ 54″ W for a distance of 315.90 feet to a point;

Thence northwesterly on a course bearing N 48° 26' 06" W for a distance of 151.68 feet to a point;

Thence northwesterly on a course bearing N 34° 54′ I 1 " W for a distance of 242.91 feet to a point;

Thence northwesterly on a course bearing N 22° 42′ 56″W for a distance of 201.97 feet, more or less, to a point on the northerly line of Parcel III;

Thence westerly along said north line on a course bearing N 70° 28' 27"W for a distance of 67.54 feet to a point;

Thence southeasterly on a course bearing S 22° 42′ 56″ E for a distance of 274.54 feet to a point;

Thence southeasterly on a course bearing S 34° 54′ 11″ E for a distance of 213.68 feet to a point;

Thence southeasterly on a course bearing S 48° 26' 06" E for a distance of 187.15 feet to a point;

Thence easterly on a course bearing S 70° 41 ' 54" E for a distance of 316.16 feet to a point;

Thence southeasterly on a course bearing S 49° 00' 30" E for a distance of 125.07 feet to a point;

Thence southeasterly on a course bearing S 02° 17′ 10″ E for a distance of 88.82 feet to a point;

Thence southeasterly on a course bearing S 33° 32' 08" E for a distance of 59.41 feet to a point;

Thence easterly on a course bearing S 72° 25′ 35″ E for a distance of 602.48 feet to a point;

Thence northeasterly on a course bearing N 62° 13' 48" E for a distance of 89.31 feet to a point;

Thence northerly on a course bearing N 26° 33′ 09" E for a distance of 99.56 feet to the north line of said Parcel IV;

Thence westerly along the north line of said Parcel IV on a course bearing N 72° 34' 04" W for a distance of 50.64 feet to the point of beginning.

Basis of bearings for this description is magnetic from compass observation of October 3, 2007.

This description prepared from a survey by Swallow Associates, Land surveying, 19 Water Street, Houlton, Maine performed on January 17, 2008.

The cost of maintaining and repairing said right of way shall be shared by the owners of said lots.

All of said easements and rights of way are shown on the recorded plan, "Dunn Lots" that is referenced above. All of the lots are conveyed subject to the notes and other matters set forth on said plan.

Said right of way and utility easement to be used in common with others for ingress to and egress from Lots 1, 2, and 3 as the same are shown and depicted upon plan entitled "Dunn Lots" which is duly recorded in the Aroostook County Registry of Deeds in Plan Book 41, Page 151B as well as other property of Michael G. Sawyer and for the installation, maintenance, repair and replacement of all utility services with the right to enter onto said right of way with men, material and equipment to accomplish the same. The cost of maintaining said right of way to be shared by those using the same.

Being the same premises conveyed by Warranty Deed dated February 1, 2022 from Gerald H. Lindell, Jr and Flor Elisa Lindell to Michael N. Farias and recorded in said Registry in Vol. 6286, Page 1.

Grantee acknowledges that the land conveyed herein is taxed under the provisions of the Tree Growth Tax Law pursuant to Title 36, M.R.S.A. § 571 et seq. Grantee, as part consideration for this conveyance, by acceptance of this deed, covenants and agrees to take all steps necessary to qualify the property for tree growth tax status or to pay any and all penalties imposed by the taxing authority upon withdrawal of any portion of the property from tree growth tax status, said payment to be made to the taxing authority before or at the time of withdrawal.

### **PARCEL II:**

An easement of right of way as depicted on Plan of "Dunn Lots" dated January 17, 2008 prepared by Swallow Associates, Land Surveying and recorded in the Southern District of the Aroostook Registry of Deeds in Book of Plans 41, Page 151B and being further described as follows:

Conveyed by Michael W. Bolstridge, et al to Joseph P. Agostinelli, Jr. in Quitclaim Deed recorded on July 23, 1990 in said Registry in Vol. 2292, Page 221, in which deed said right-of-way is described as follows:

"a right of way sixteen (16) feet wide for all modes of travel across the above reserved parcel from said Rockabema Road to the herein conveyed premises, the easterly line of which is the easterly line of the above reserved premises."

Being the same premises conveyed by Easement dated January 28, 2022 from David Dunn, Trustee of the Dunn Real Estate Trust to Michael N. Farias and recorded in said Registry in Vol. 6285, Page 341.

Any and all rights, easements, privileges and appurtenances belonging to the within granted estate are hereby conveyed.

The Grantor hereby certifies that this transfer is for adequate and full consideration in money or monies worth.

IN WITNESS WHEREOF, MICHAEL N. FARIAS has hereunto set his hand and seal this 23<sup>th</sup> day of September, 2022.

Signed, Sealed and Delivered in the presence of

WITNESS

MICHAEL N. EARIAS

STATE OF MASSACHUSETTS COUNTY OF WORLSTER September 28 , 2022

Personally appeared the above-named MICHAEL N. FARIAS and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Printed Name: Clusture Henr Commission expires: February

CURRIER, TRASK & JORDAN - ATTORNEYS AT LAW - HOULTON, MAINE 04730

### **Terms and Conditions for Timed Online Auctions**

The following Terms and Conditions for Timed Online Auctions ("Terms and Conditions") apply to all online auctions conducted by United Country Lifestyle Properties of Maine shall be referred to as "we" or "our" or "Auctioneer" in the following Terms and Conditions, and references to the Auctioneer include all the Auctioneer's employees, officers, directors, principals, employees, agents and other representatives.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as "you" or "your" or "Bidder(s)" in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the "Additional Terms and Conditions") for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to confirmation of the property at issue (the "Seller"). In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

**Agent for Seller:** The Auctioneer does not own or have any interest in the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

Due Diligence: It is your responsibility to obtain and read the Property Information Package ("PIP") relating to the property being sold at this auction, as well as any and all other information made available on the United Country Lifestyle Properties of Maine website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the PIP or otherwise obtained through the United Country Lifestyle Properties of Maine website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer's and the Seller's actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the PIP and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guarantees. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice of your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the PIP or other documents, through the Auctioneer's website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

No Conditions or Contingencies: Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any real estate agent participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the PIP, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.

Registration and Verification: In order to bid at this auction, you will be required to register at the United Country Lifestyle Properties of Maine website, <a href="www.lifestylepropertiesofmaine.com">www.lifestylepropertiesofmaine.com</a> (the "United Country Lifestyle Properties of Maine website"). All bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer's sole discretion based on the Auctioneer's past experience with the registering bidder or otherwise.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

**Bidding Time:** This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the United Country Lifestyle Properties of Maine website. All time references on the bidding site for United Country Lifestyle Properties of Maine online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the United Country Lifestyle Properties of Maine website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: The Auction is scheduled to begin on the "Starting Date and Time" and tentatively end on the "Scheduled Ending Date and Time" that are listed on the property page of United Country Lifestyle Properties of Maine's website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder (as defined below), until receiving a notification of the amount of the high bid as of the time of closing of the auction.

**Bidder Responsibility:** Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

**Bid Increments:** Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

Maximum Bid Amount: We also provide opportunities for a bidder to submit a maximum bid amount (a "Max Bid") and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a Max Bid with the same maximum bid amount as was previously authorized by another bidder's Max Bid or enter a specific bid in the same amount as was previously authorized by another bidder's Max Bid, the other bidder's Max Bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

**Technical Problems:** We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the United Country Lifestyle Properties of Maine website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

**Terms Specific to This Auction or Property:** As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, include without limitation, provisions relating to the following: extended bidding time; and bid increments.

**Bidding Authorization:** A bid deposit in an amount set forth on the United Country Lifestyle Properties of Maine website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Please see specific requirements associated with the property

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for which you are registering to bid, as set forth on the United Country Lifestyle Properties of Maine website or in the Additional Terms and Conditions.

**Earnest Money Deposit:** If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the United Country Lifestyle Properties of Maine website or in the Additional Terms and Conditions.

**Purchase Contract:** If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable, and the Purchase Contract must be signed in the name of the High Bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the High Bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the United Country Lifestyle Properties of Maine website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

**Buyer's Premium:** A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the United Country Lifestyle Properties of Maine website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract and must be paid by the successful bidder.

Closing: All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

High Bidder's Default: Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

General Terms and Conditions: You acknowledge and agree that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any real estate agent involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The Bidder hereby consents to personal jurisdiction in any state or federal court located within the State of Maine, which shall be the sole venue for any actions arising out of or relating hereto. This Agreement shall be construed in accordance with and governed by the internal laws of the State of Maine, without giving effect to the conflict of law principals hereof.

## Additional Online Terms and Conditions-Map 3 Lot 11 Off Route 212, Merrill

Buyer's Premium: Ten percent (10%) (whichever is greater) Buyer's Premium based on the successful Bidder's highest bid.

Closing: Sold in As-Is, Where-Is condition, no contingencies. Must close not later than 05/24/2023

**Deposit Amount:** Minimum deposit of Five Thousand (\$5,000.00) or ten percent (10%), whichever is greater, due within twenty-four (24) hours of auction.

**Buyer Broker Co-op:** Two percent (2%) of the high bid will be paid to a properly registered buyer broker at settlement.

**Agency Disclosure:** The authorized agent acting as auctioneer/agent is an agent for the seller only.

**Disclaimer:** Sellers, their representatives and Auctioneer/agent shall not be liable for inaccuracies, errors, or omissions in connection with the auction or the properties related thereto. All square footage and other dimensions are approximate. This offering is subject to prior sale and may be withdrawn, modified or cancelled at any time without notice.

- 1. **Property Information Package:** Prior to bidding, Bidders should download and review the Property Information Package ("PIP") available at mcphailrealty.com.
- 2. Subject to Sale Prior To Auction: Property may be sold prior to conclusion of online bidding.
- 3. Auction Type: This auction is with reserve.
- 4. **High Bidder's Default- Non-Performance Fee:** As noted in the Terms and Conditions for timed online auctions, failure of High Bidder to submit an executed Purchase Contract and any required earnest money deposit will result in the defaulted High Bidder being charged a fee equal to \$5,000.
- 5. **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retraced or rescinded in whole or in part.
- 6. **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 1 minute. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions
- 7. Buyer's Premium: A ten percent (10%) (whichever is greater) Buyer's Premium will be added to the high bid amount.
- 8. **Purchase & Sale Agreement Execution:** At the time of registering to bid for an online auction, Bidders must provide an email and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase Contract via a secure online document signing service The high bid offer will remain valid, irrevocable and available for the Seller's acceptance.
- 9. Earnest Money Deposit: Successful High Bidder will be required within twenty-four (24) hours following the notification of high bid acceptance to submit to the Escrow Company or Auctioneer, acting as an escrow agent, by wire transfer, bank check, cashier's check or certified check in \$USD and payable to the Escrow Company or Auctioneer, a non-refundable deposit equaling \$5000 or 10% of the Purchase Price (High Bid Amount + 10% Buyer's Premium Fee= Purchase Price)
- 10. Closing: Must be on or before the date indication on the Purchase and Sale Agreement
- 11. **Brokerage Participation Fee:** United Country Lifestyle Properties of Maine encourages cooperating brokerage participation with licensed real estate agents. A fee of two percent (2%) of the high bid will be paid at closing by United Country Lifestyle Properties of Maine to a cooperating brokerage who registers the successful buyer that closes on the property. (No commission will be paid if the buyer fails to close). Buyer Brokers must register their client by e-mail with United Country Lifestyle Properties of Maine by emailing <a href="mailto:morgan@lifestylepropertiesme.com">morgan@lifestylepropertiesme.com</a> prior to the client placing any bids in the online bidding event. Registration must be on the Broker/Client Registration form provided by United Country Lifestyle Properties of Maine. The form must be signed by both the buyer broker and the client. Brokers and/or agents acting as principals are not eligible for this commission. There will be no exceptions to this procedure.



# 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 relation-ship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic ser-

vices required of all licensees listed above:

- $\sqrt{\phantom{a}}$  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 p	presented on (date)	
То	Name of Buyer(s) or Seller(s)	
by	Licensee's Name	
on behalf of	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 <a href="www.maine.gov/professionallicensing.">www.maine.gov/professionallicensing.</a>
Inactive licensees may not practice real estate brokerage.