

# Prime Oceanfront Real Estate Auction

COASTAL | FISHING | RECREATION



\*\* Not on property

## CUTLER ROAD | CUTLER, MAINE

Bidding Opens: 8/7/2023 @ 5pm EST

Bidding Closes: 9/6/2023 @ 2pm EST

Online Only Auction

In-Person Viewing Available

10% Buyer Premium

3 Oceanfront Lots

Auction Details



Premier Hiking along the mighty coast is within close proximity to these distinctive parcels boasting 1484' of bold coast itself on Little Machias Bay. Located only a mile from the quintessential fishing village of Cutler where you can purchase lobster fresh off the boat during the lobster fishing season, this land has it all.

Originally envisioned as the "Little Machias Bay Subdivision" we have 3 waterfront lots totaling 5.8 acres that abut the shoreline with elevated views of the bay gently sloping to the shore. When the tide is out, the shore scape turns into an accessible sandy beach where you can meander or dig clams. As you watch the tide come and go to meet the Gulf of Maine, you develop an appreciation for this "intertidal zone."



**SCAN TO  
REGISTER  
FOR THE  
AUCTION!**



**Lifestyle Properties  
of Maine**

## Local Government

### Police

911

### Fire

911

### Town Office

2655 Cutler Road  
(207) 259-3693  
[townclerk@cutlermaine.net](mailto:townclerk@cutlermaine.net)

### Tax Assessor

Town Office  
(207) 259-3693

### Code Enforcement

Town Office  
(207) 259-3693





# Cutler Harbor, Maine



In the summertime, Lupines of all colors share space with low bush blueberries that you can scoop up by the hand full. Across the road (Rt. 191) are 6 additional lots totaling 14.46 acres, consisting of rolling fields, and a mix of mature trees and alders, allowing plenty of space for children and animals to roam and gardens to grow.

The NE border of the property runs 700' along the Eastern Marsh Brook which flows out into the bay. History buffs will appreciate the view of the "Cutler towers" or the "antenna array," located to the SW of the bay. Nature lovers will cherish the 15-minute drive to the popular Cutler Reserved Public Lands ecological reserve comprising 12,334 acres overlooking the Bay of Fundy with 10 miles of hiking trails traversing peatlands, woodlands, and blueberry barrens. Not far is Bog Brook Cove, with its own stunning views of the dramatic, steep, jagged cliffs of the bold coast.



**Suzanne Barrett**  
REALTOR®  
(207) 271-8777  
[suzanne@lifestylepropertiesme.com](mailto:suzanne@lifestylepropertiesme.com)





# CUTLER ROAD | CUTLER

## Shopping

Machias, 30± miles

## City

Bangor, 130± miles

## Airport

Bangor International, 130± miles

## Interstate

Bangor, 130± miles

## Hospital

Machias, 30± miles

## Boston, MA

344± miles (5.5± hours)

**Acres 20.23± Taxes \$6,258.07**



## View

Water | Fields | Woods

## Zoning

Oceanfront | Stream | Wetland

## Road Frontage

Yes | 11,509±

## Water Frontage

1484 | Little Machias Bay



## Lot 8

2± Acres

518± ft Road Front

700± ft on Bay

## Lot 9

1.9± Acres

388± ft Road Front

394± ft on Bay

## Lot 9

1.9± Acres

388± ft Road Front

390± ft on Bay

**Cutler- Lot 36-2 Cutler Road, Ocean Lots**  
Washington, New Hampshire, 6 AC +/-



--- Road / Trail    --- Driveway    --- Right of Way    Boundary

**United Country Lifestyle Properties of Maine**

P: 800-286-6164

<https://www.lifestylepropertiesofmaine.com/>

113 West Broadway

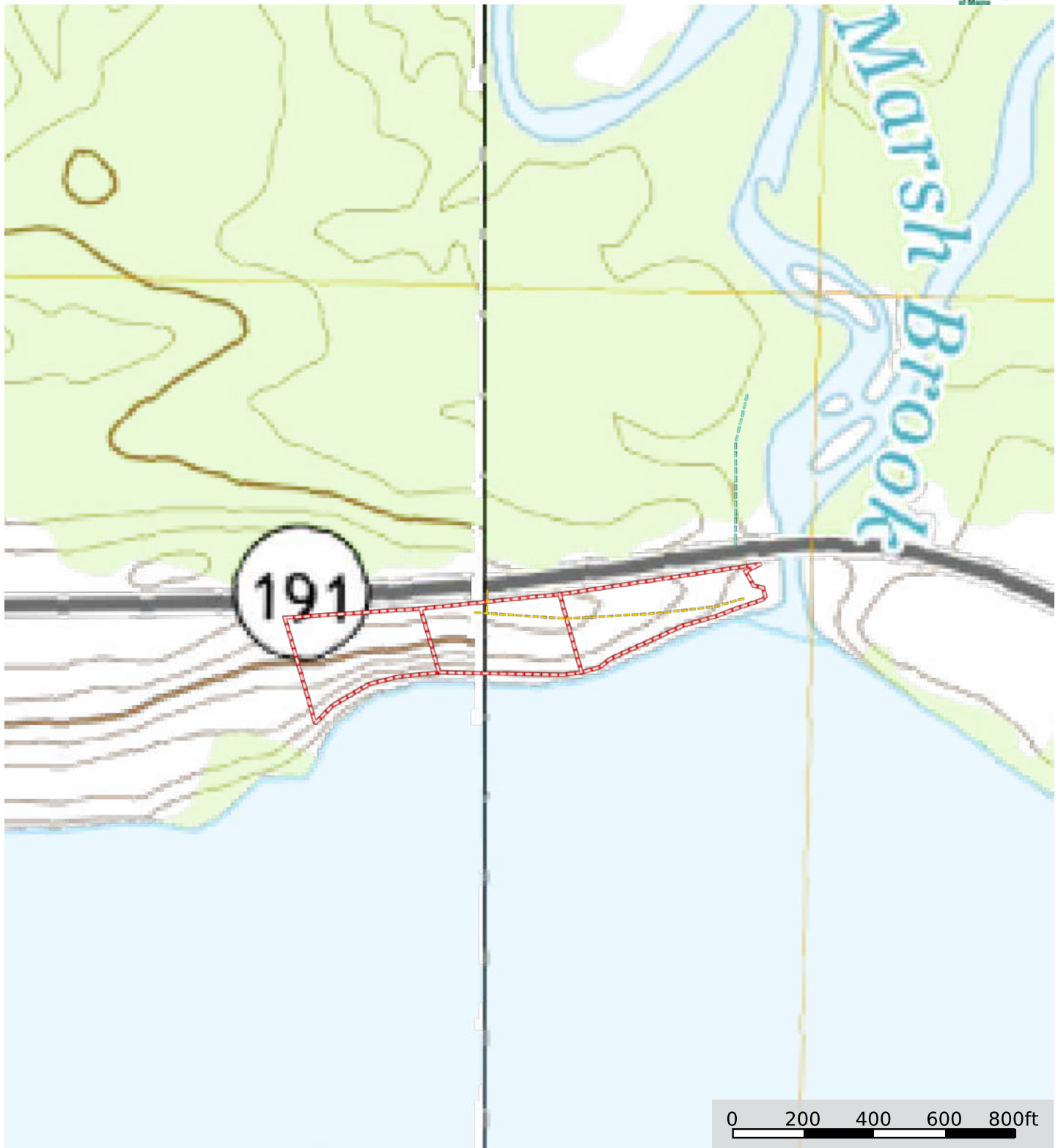


The information contained herein was obtained from sources deemed to be reliable.  
Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.



## Cutler- Lot 36-2 Cutler Road, Ocean Lots

washington, New Hampshire, 6 AC +/-



--- Road / Trail    --- Driveway    --- Right of Way    □ Boundary

United Country Lifestyle Properties of Maine

P: 800-286-6164

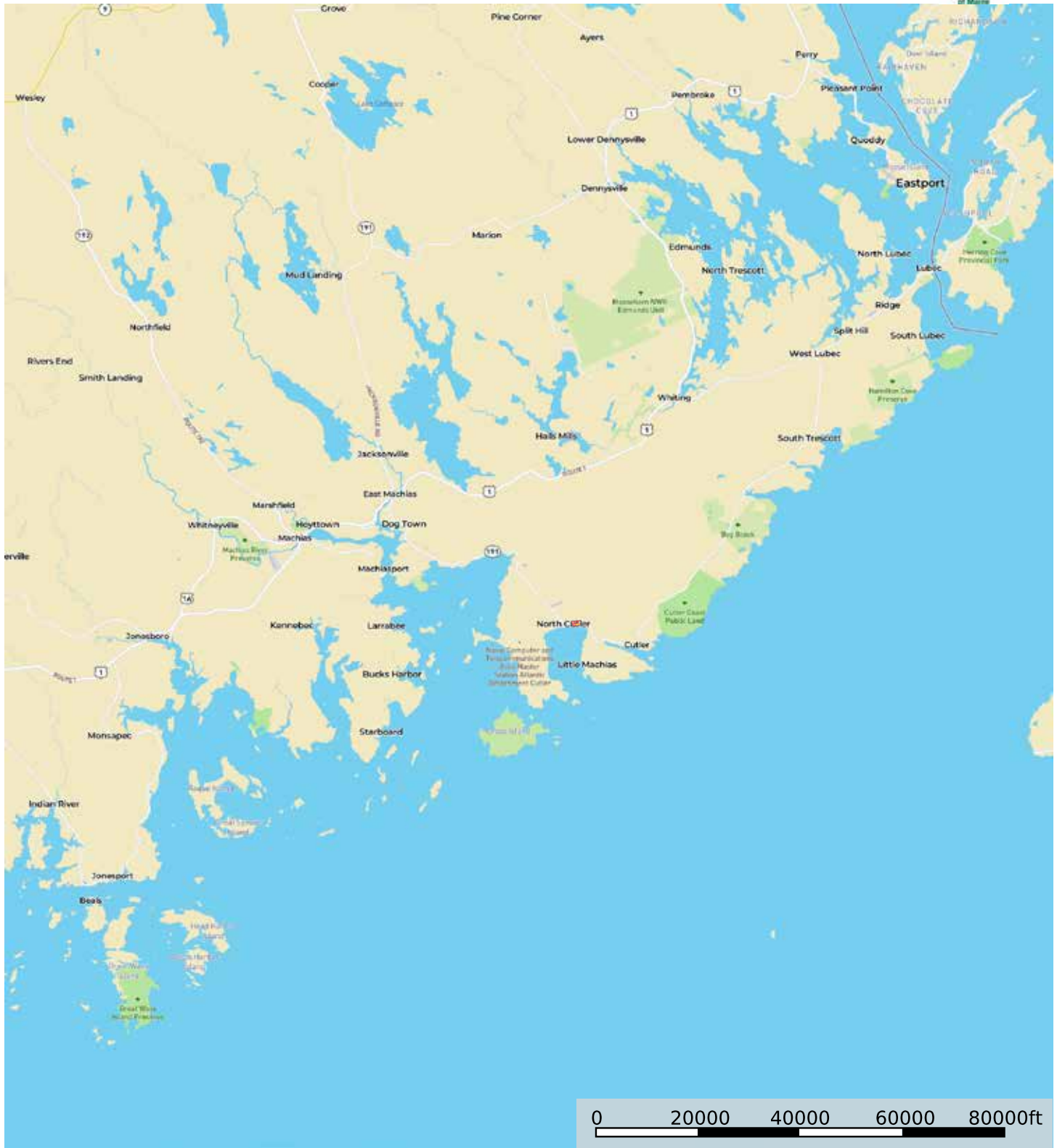
<https://www.lifestylepropertiesofmaine.com/>

113 West Broadway



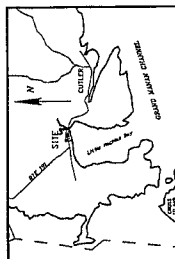
The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

**Cutler- Lot 36-2 Cutler Road,**  
 washington, New Hampshire, 20.23 AC +/-



--- Road / Trail   
 --- Driveway   
 --- Right of Way   
 --- Boundary





STATE OF MAINE  
WASHINGTON, SS.  
REGISTRY OF DEEDS  
RECEIVED AND FILED  
APR 15 2004  
10h 31 m 33p AM  
Attest: *Sharon D. St. Germain*  
REGISTRAR  
RECORDED AS MAP FILE:  
C66 3 DE 13 p 44

**LEGEND:**

- IRON ROD/BOLT (FOUND)
- #6 REBAR WITH ID CAP (SET)
- HIGHWAY R/W MONUMENT (FOUND)
- UTILITY POLE
- POLE ANCHOR
- SOIL TEST PIT
- METAL POST

**FINAL SUBDIVISION PLAN**  
of the  
**BAY VIEW SUBDIVISION**  
ROUTE 191  
CUTLER, MAINE  
for  
**OAK LEAF REALTY, INC.**

RECORD OWNER:  
DAX LEAF REALTY, INC.  
P.O. BOX 3077  
BREWER, MAINE 04412

**GENERAL NOTES:**

1. THE SUBJECTS OF TITLE TO THE SURVEY CAN BE FOUND IN A FIELD NUMBER, A COUNTY NAME AND ALL GARMENTS TO OAK LEAF REALTY, INC. DATED 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674

## PLANNING BOARD APPROVAL

THIS IS TO CERTIFY THAT AFTER REVIEWING THE SUBDIVISION SHOWN BY THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN 30-A M.U.S.A. SECTION 4404 (AS AMENDED) THE SUPERVISOR HAS DETERMINED THAT THE SUBDIVISION SHOWN BY THIS PLAN MEETS ALL THE CRITERIA SET FORTH AND THEREFORE THE SUBDIVISION IS APPROVED.

W. L. Hamilton Chairman  
E. M. Waller  
April 2, 1909

APRIL 13, 2008

THE TOWN OF CUTLER PLANNING BOARD

**SURVEY STANDARDS:**

THIS PLAN WAS PREPARED FROM INFORMATION  
OBTAINED BY A SURVEY CONDUCTED  
CONFORMANTLY TO THE REQUIREMENTS OF  
TECHNICAL STANDARDS CONTAINED IN CHAPTER  
10, PART 2, OF THE RULES OF THE BOARD OF  
LEGISLATION FOR PROFESSIONAL LAND SURVEYORS.

STANLEY J. FLISZAR, JR., MAINE LICENSED  
PROFESSIONAL LAND SURVEYOR NO. 1030

PLISGA & DAY  
AND SURVEYORS

72 MAIN STREET  
BANGOR, MAINE  
DATED APRIL 11, 2004  
BROOKLYN, MO. 03115 F

Cutler 3-13-44



## DECLARATION OF RESTRICTIONS

KNOW ALL BY THESE PRESENTS That OAK LEAF REALTY, INC., a Maine corporation, with a place of business in Brewer, County of Penobscot, State of Maine, owner of certain land in Cutler, County of Washington, State of Maine shown on a Plan entitled "Bay View Subdivision" and recorded in the Washington County Registry of Deeds in Cabinet 3, Drawer 13, Slide 44, for consideration of the mutual covenants existing or hereafter to exist by and between it and the grantees of any lot lying within the boundaries of the numbered lots shown on said Plans (referred to below as "Lot" or "Lots"):

1. One single family residence per Lot.
2. All homes must be completed within one year from the date that construction starts and no temporary structures shall be permitted to remain on said premises, except as may be required during construction. Completion shall include finish grading and seeding of any area surrounding such structure that has been disturbed during construction.
3. No Lot shall be further subdivided.
4. No trailers or single wide mobile homes shall be allowed.
5. All dwellings constructed shall be a minimum of 1,400 square feet of living space (not including basement space).
6. No principal buildings shall be constructed within twenty (20) feet of any street line or within twenty (20) feet of any lot line.
7. No trash, ashes, other refuse or junked automobiles shall remain deposited nor shall the same be burned or buried on any Lot.
8. No sheathing paper or asphalt type sheathing shall be used for outside finish on any buildings erected on any Lot.
9. No unregistered vehicles shall be placed on the Lot.

Invalidation of any of these covenants by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect. In the event of breach of any of the above restrictions the Declarant, its successors and assigns, or any owner or owners of any Lot or Lots may exercise any remedies at law or equity to enforce the terms of these restrictions, and all costs (including legal fees) incurred by Declarant in enforcing these restrictions shall be paid by the owner of the Lot which is in violation of the restriction.

IN WITNESS WHEREOF the said Dale Henderson Logging, Inc., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Dale Henderson, its President duly authorized, this 26th day of July, 2004.

Donna Bushey  
Witness

Oak Leaf Realty, Inc.

By: Dale Henderson, Inc.  
Dale Henderson, its President

STATE OF MAINE

Penobscot, ss.

July 26, 2004

Personally appeared before me the said Dale Henderson in his said capacity and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

Nathan Dane III  
Notary Public/Attorney at Law

Nathan Dane III

Type or Print Name

Received  
Recorded Register of Deeds  
Jul 28, 2004 10:55:05A  
Washington County  
Sharon D. Strout



PROPERTY LOCATED AT: Cutler Rd., Rt. 191, Cutler , ME 04626

## 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 storage tanks on your property? ..... ☐ Yes ☐ No ☒ Unknown

If Yes: Are tanks in current use?..... ☐ Yes ☐ No ☐ Unknown

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 ☐ No ☒ Unknown

Are tanks registered with DEP?..... ☐ Yes ☐ No ☒ Unknown

Age of tank(s): \_\_\_\_\_ Size of tank(s): \_\_\_\_\_

Location: \_\_\_\_\_

What materials are, or were, stored in the tank(s): \_\_\_\_\_

Have you experienced any problems such as leakage: ..... ☐ Yes ☐ No ☒ Unknown

Comments: \_\_\_\_\_

Source of information: Seller

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ..... ☐ Yes ☐ No ☒ Unknown

LAND FILL:..... ☐ Yes ☐ No ☒ Unknown

RADIOACTIVE MATERIAL:..... ☐ Yes ☐ No ☒ Unknown

METHAMPHETAMINE:..... ☐ Yes ☐ No ☒ Unknown

Comments: \_\_\_\_\_

Source of information: Seller

**Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**

Buyer Initials \_\_\_\_\_

Page 1 of 3

Seller Initials \_\_\_\_\_

PROPERTY LOCATED AT: Cutler Rd., Rt. 191, Cutler , ME 04626

## SECTION II — GENERAL INFORMATION

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ..... ☒ Yes ☐ No ☐ Unknown

If Yes, explain: There are restrictive covenants. Lot #9 has 25' easement for Lots #10 & #8.

Source of information: Deed and Final Subdivision Plan

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 ☐ No ☒ Unknown

If No, who is responsible for maintenance? Right of way extinguished by Town in 1999. Unknown if there are other right of ways on lots #8,9 & 10.

Road Association Name (if known): None

Are there any shoreland zoning, resource protection or other overlay zone

requirements on the property?..... ☒ Yes ☐ No ☐ Unknown

If Yes, explain: Shoreland Zoning Laws (setbacks) for building, Town of Cutler building permit

Source of information: Sellers

Is the property the result of a division within the last 5 years (i.e. subdivision)? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: \_\_\_\_\_

Source of information: Seller

Are there any tax exemptions or reductions for this property for any reason including but not limited to:

Tree Growth, Open Space and Farmland, Blind, Working Waterfront?..... ☐ Yes ☐ No ☒ Unknown

If Yes, explain: \_\_\_\_\_

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☐ No ☒ Unknown

Has all or a portion of the property been surveyed?..... ☒ Yes ☐ No ☐ Unknown

If Yes, is the survey available?..... ☒ Yes ☐ No ☐ Unknown

Has the property ever been soil tested?..... ☒ Yes ☐ No ☐ Unknown

If Yes, are the results available?..... ☐ Yes ☐ No ☒ Unknown

Are mobile/manufactured homes allowed?..... ☐ Yes ☒ No ☐ Unknown

Are modular homes allowed?..... ☐ Yes ☐ No ☒ Unknown

Source of information: Restrictive Covenants prohibit mobile homes. Soil test done 2003-04 but are outdated. #8 #9 & Lots up for auction in " Bay View Subdivision"

Additional Information: Town of Cutler Building Permit, See "Final Subdivision Plan." ALL Continued...

See Addendum additional information 1

Buyer Initials \_\_\_\_\_

Page 2 of 3

Seller Initials \_\_\_\_\_



PROPERTY LOCATED AT: Cutler Rd., Rt. 191, Cutler , ME 04626

ATTACHMENTS CONTAINING ADDITIONAL INFORMATION:..... ☐ Yes ☒ No

Seller shall be responsible and liable for any failure to provide known information about property defects to Buyer. As Seller, I/we have provided the above information and represent that all information is correct.

\_\_\_\_\_  
SELLER  
**Daine Shelton**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER  
**Paul Brown**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

\_\_\_\_\_  
DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
DATE



## ADDENDUM

PROPERTY: **Cutler Rd., Rt. 191, Cutler , ME 04626**

**1) additional information**

**SHOREFRONT LOTS LIKELY NEED SHORE FRONT EROSION MITIGATION. Erosion visible on lot #8.**

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

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### Addendum



## **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.

MAINE REAL ESTATE TAX-Paid

## WARRANTY DEED

D.N: 1002140136528

WAYNE WRIGHT, of Holden, County of Penobscot, State of Maine, FOR CONSIDERATION PAID, GRANTS to PAUL BROWN AND DIANE SHELTON, whose mailing address is 13210 Kearney Street, Thornton, Colorado 80602, as JOINT TENANTS with WARRANTY COVENANTS, the following described premises:

A certain lot or parcel of land situated in the Town of Cutler, County of Washington, State of Maine, bounded and described as follows:

Beginning at the southeasterly corner of Lot 11 as shown on a Plan entitled "Bay View Subdivision" recorded in the Washington County Registry of Deeds in Plan Cabinet 3, Drawer 13, Slide 44; thence North 15° 34' 42" West along the easterly sideline of said Lot 11 sixty-six (66) feet, more or less, to a #6 rebar; thence continuing North 15° 34' 42" West two hundred fifty (250) feet, more or less, to a #6 iron rebar at the approximate southerly sideline of Route 191; thence northwesterly across Route 191 to a #6 rebar located at the southeasterly corner of Lot 1 as shown on said plan; thence North 15° 25' 35" West along the easterly sideline of said Lot 1 four hundred fifty-seven and 26/100 (457.26) feet to a #6 rebar located at the northeasterly corner of said Lot 1; thence North 84° 47' 45" East along the southerly sideline of land conveyed by Oak Leaf Realty, Inc. to Dennis Porter and Polly Porter by deed dated October 24, 2006, and recorded in said Registry in Book 3208, Page 75 one thousand sixteen and sixty hundredths (1,016.60) feet [stated as being eight hundred thirteen and 26/110 (813.22) feet in a prior deed due to scrivener's error] to a #6 rebar; thence continuing North 87° 17' 50" East along the southerly sideline of said land conveyed to said Porters six hundred forty-seven (647) feet, more or less, to Eastern Marsh Brook as shown on said plan; thence southerly along the westerly shore of Eastern Marsh Brook, being also the easterly sideline of Lot 7 as depicted on said plan, to the northerly sideline of said Route 191; thence continuing along the westerly shore of Eastern Marsh Brook and the easterly sideline of Lot 8 as depicted on said plan to the high water line of Little Machias Bay; thence continuing southwesterly along the high water line of Little Machias Bay fourteen hundred eighty-four feet (1484'), more or less, to the point of beginning.

Together with all of the Grantor's right, title and interest in and to the intertidal zone abutting the above-described premises.

This conveyance is subject to all rights acquired by the State of Maine by virtue of a Notice of Condemnation and Taking dated August 1, 1979; and recorded August 7, 1979 in said Registry in Book 1067, Page 58.

This conveyance is also subject to the terms and conditions set forth in a Declaration of Restrictions dated July 26, 2004 and recorded with the Washington County Registry of Deeds in Book 2906, Page 275.

Subject to the 66 foot wide right of way, including utilities, across Lot 7 as shown on said Plan, conveyed to Dennis Porter and Polly Porter in the deed dated October 24, 2006 and recorded in Book 3208, Page 75 of said Registry.

Subject to the rights of the Public and State of Maine in and to any portion of the above described parcel of land lying within the bounds of "Route 191".

Being the same premises described in deed from Oak Leaf Realty, Inc., to Wayne Wright, dated December 12, 2017 and recorded in the Washington County Registry of Deeds in Book 4430, page 213.

WITNESS my hand and seal this 18 day of March, 2021.

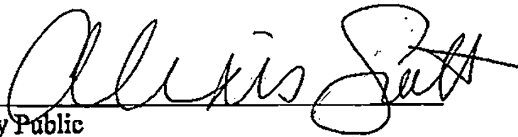
  
WITNESS

  
WAYNE WRIGHT

STATE OF MAINE  
COUNTY OF PENOBSCOT

March 18 <sup>(18)</sup>  
February 3, 2021.

Personally appeared before me the above named Wayne Wright and acknowledged the foregoing instrument to be his free act and deed.

  
Notary Public

\_\_\_\_\_  
(Print Name & Affix Seal)

Alexis Scott  
Notary Public- Maine  
My Commission Expires  
April 24, 2024

### 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. The 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, [www.lifestylepropertiesofmaine.com](http://www.lifestylepropertiesofmaine.com) (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

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-  
Lot 36-2 Cutler Road, Cutler

**Closing:** Sold in As-Is, Where-Is condition, no contingencies. **Must close not later than 10/4/2023**

**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](http://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 **\$5000**.
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%) 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 e-mail 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 [morgan@lifestylepropertiesme.com](mailto:morgan@lifestylepropertiesme.com) 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 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 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 \_\_\_\_\_  
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 [www.maine.gov/professionallicensing](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.*