

# Year-Round Building Site

Land | Recreation



\*\* Not on property

## LOT 15 HAPPYTOWN ROAD | ELLSWORTH, MAINE

Bidding Opens: 7/24/2023 @ 5pm EST    Bidding Closes 8/23/2023 @ 2pm EST

Online Only Auction

In-Person Viewing Available

\$3995 or 10% Buyers Premium

5.24± Acres

Auction Details



**SCAN TO  
REGISTER  
FOR THE  
AUCTION!**



## **LOT 15 HAPPYTOWN ROAD | ELLSWORTH**

**Acres 5.24± | Taxes \$413.77**



### **Proximity**

#### **Nearest Shopping**

Ellsworth, 11± miles | 19 min

#### **Nearest City**

Bangor, 21± miles | 33 min

#### **Nearest Airport**

BGR, 24± miles | 37 min

#### **Distance from Interstate**

20.5± miles from I-395

#### **Distance to Boston**

254 miles | 4± hrs

### **Land Use**

#### **View**

Trees/Woods

#### **Zoning**

Residential

#### **Road Frontage**

202.57ft

#### **Surveyed?**

Yes- Attached

# Nearby Branch Lake

## Local Government

### Police

Ellsworth PD  
(207) 667-2168

### Fire

Ellsworth FD  
(207) 667-8666

### Town Office

1 City Hall Plaza  
Ellsworth ME 04605  
(207) 667-2563

### Tax Assessor

Larry Gardner  
(207) 667-8674

### Code Enforcement

Lori Roberts (207) 667-4910

5.24-acre parcel of land with a preliminary soil test already completed. Additionally, rest easy knowing that a driveway permit has been secured, streamlining the process of creating easy access to your future abode.

As you explore the property, you'll be delighted to find power conveniently available at the road, ensuring a seamless connection to utilities as you design your envisioned haven.

Nature enthusiasts will be particularly drawn to the delightful small stream that gracefully winds its way through the corner of the property. The gently sloping terrain presents an opportunity for endless possibilities. Ellsworth, Maine, offers an abundance of recreational opportunities and local amenities, while still preserving the warmth and welcoming spirit of a tight-knit community.

Don't let this rare opportunity slip away! Secure your own slice of paradise on Happytown Road and start building the future you've always dreamed of. Reach out today to schedule a viewing and experience firsthand the magic that this 5.24-acre property has to offer.



**Spencer Wood**  
REALTOR®  
(603) 568-2475

[spencer@lifestylepropertiesme.com](mailto:spencer@lifestylepropertiesme.com)



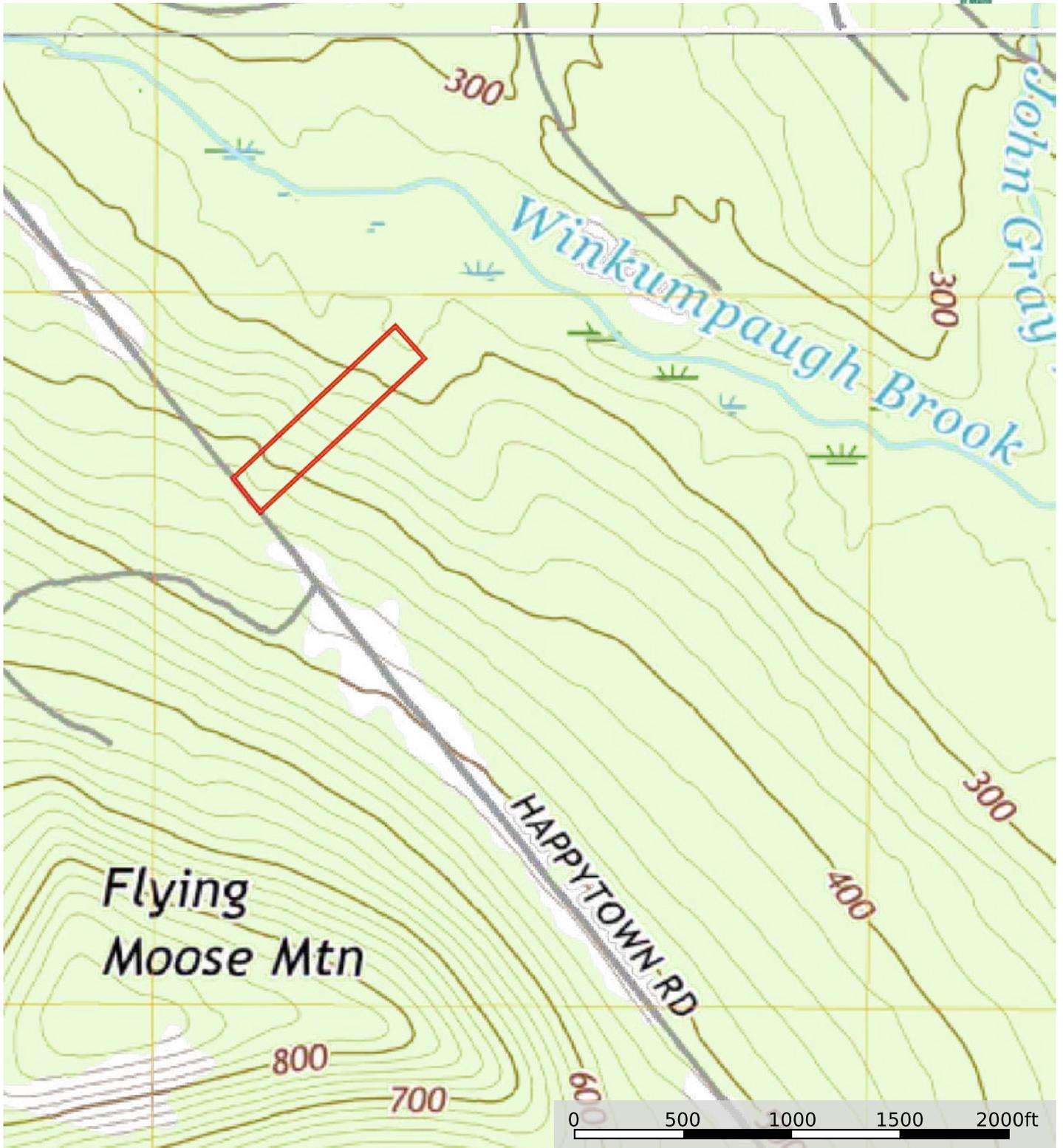
**Lifestyle  
Properties  
of Maine**

1247 happytown road  
Maine, AC +/-



 Boundary

1247 happytown road  
Maine, AC +/-

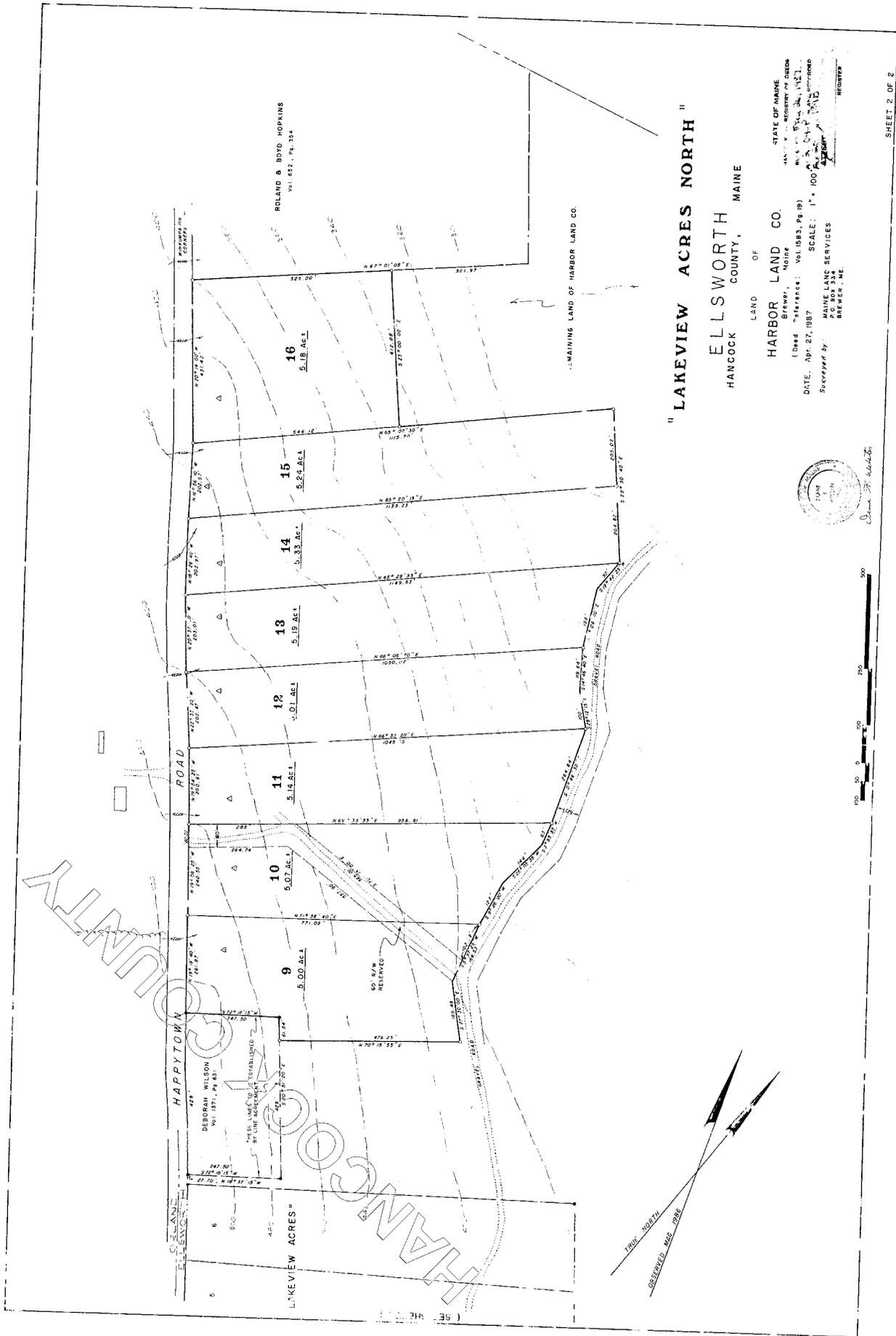


 Boundary

1247 happytown road  
Maine, AC +/-



Boundary

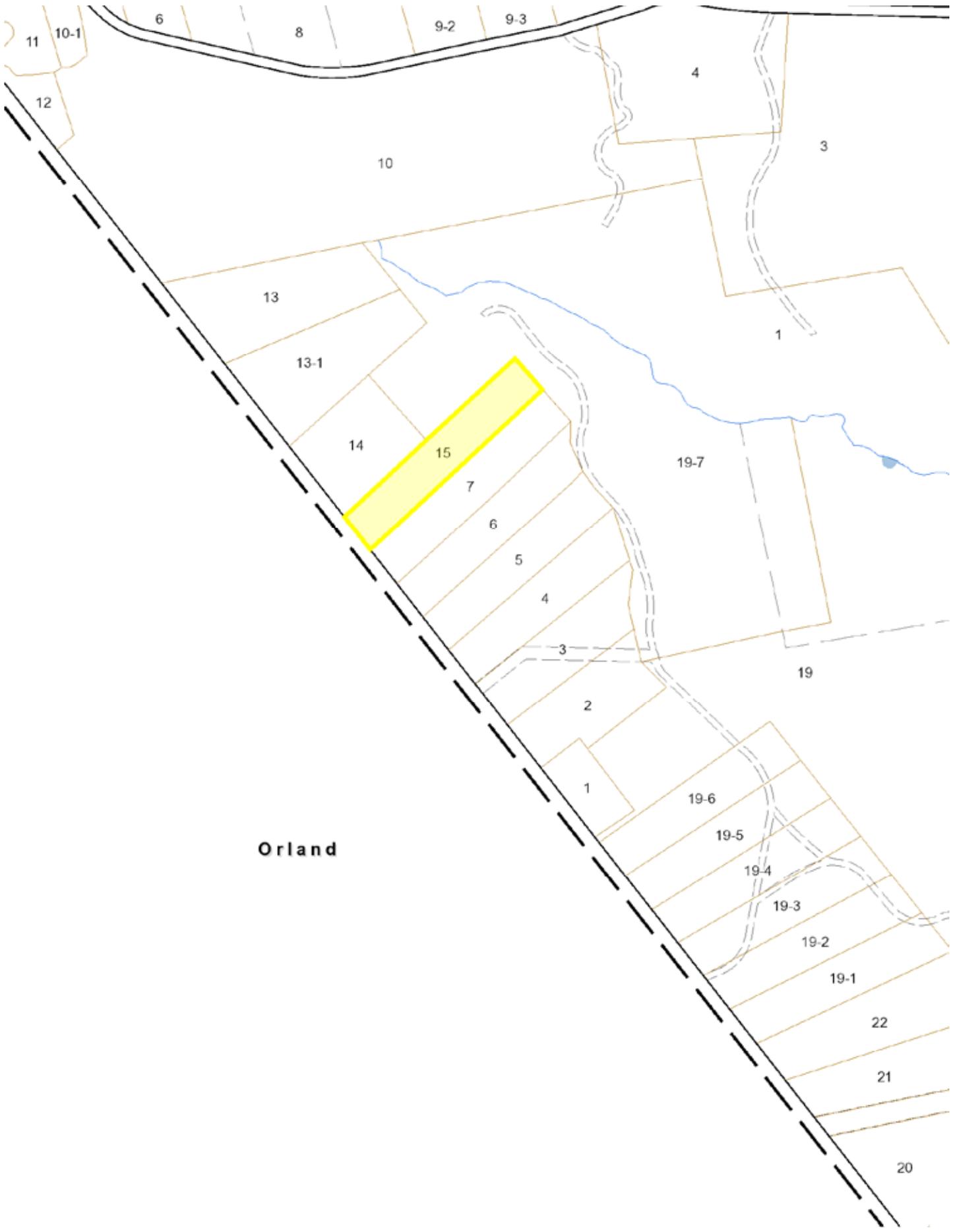


" LAKEVIEW ACRES NORTH "

ELLSWORTH  
HANCOCK COUNTY, MAINE

LAND OF  
HARBOR LAND CO.  
Brewer, Maine  
(Deed Reference: Vol. 1083, Pg. 18)  
DATE: Apr. 27, 1987  
Surveyed by: MAINE LAND SERVICES  
P. O. BOX 44  
BREWER, ME.

STATE OF MAINE  
RECORDS & DEEDS  
MAINE LAND OFFICE  
REGISTER



Orland

## **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.

**WARRANTY DEED**

DLN: 1002340232568

**RUTH ARNOLD**, whose address is 1030 Ohio Street, Apt. 20, Bangor, Maine 04401, for consideration paid, grants to **JAKUB GIL**, whose address is 8585 Criterion Drive, Suite 62181, Colorado Springs, Colorado 80962, with **WARRANTY COVENANTS**, a certain lot or parcel of land, together with improvements thereto, situated in Ellsworth, Hancock County and State of Maine, and being more particularly bounded and described as follows:

Being Lot #15 as shown on a certain plan of land entitled "Lakeview Acres North", Ellsworth, Hancock County, Maine, Land of Harbor Land Co., Brewer, Maine, dated April 27, 1987, Scale 1"=100', Surveyed by Maine Land Services, P.O. Box 334, Brewer, Maine said Plan consisting of Sheet 1 and Sheet 2 and being recorded with the Hancock County Registry of Deeds in File 20, No. 189A and 189B. Said Plan was approved by the City of Ellsworth Planning Board on May 6, 1987.

This conveyance is made **SUBJECT TO** the following restrictions and conditions:

1. That no mobile homes, whether temporary or permanent, may be placed upon the above described lot. The term mobile home as used herein is defined as: A dwelling unit built on a chassis and containing complete electrical, plumbing and sanitary facilities, and designed to be installed on a temporary or permanent foundation for permanent living quarters. This shall not include the type of vehicle known as a travel trailer or tent-trailer (fabric covered or "solid state") which is designed primarily and/or sold for the purpose of temporary accommodations away from a permanent home or domicile; nor shall it include homes defined as modular houses. This clause shall survive the passing of the title.
2. The above lot shall not be subdivided.

- 3. The premises shall be used for residential purposes only, including professional and customary home occupations.
- 4. No keeping of poultry, swine, dog kennels or livestock other than household pets normally housed in a residence and riding horses shall be permitted on the premises.

SUBJECT TO restrictions, conditions and rights-of-ways as shown on said Plan.

Meaning and intending to convey all of the same premises as conveyed from Steven A. Arnold to Ruth Arnold, by deed dated September 16, 1996 and recorded in the Hancock County Registry of Deeds in Book 2585, Page 265.

WITNESS my hand and seal this 20th day of April, 2023.

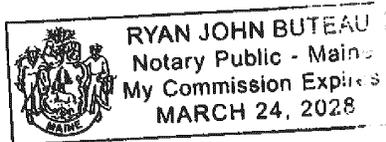
\_\_\_\_\_  
Witness

*Ruth Arnold*  
\_\_\_\_\_  
RUTH ARNOLD

STATE OF MAINE  
COUNTY OF HANCOCK ss.

APRIL 20, 2023

Then personally appeared the above-named, Ruth Arnold, and acknowledged the foregoing instrument to be her free act and deed.



*[Signature]*  
\_\_\_\_\_  
Attorney at Law/Notary Public

\_\_\_\_\_  
Print Name

PROPERTY LOCATED AT: Lot 15 Happytown Road, Ellsworth, ME 04605

**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): N/A Size of tank(s): N/A

Location: N/A

What materials are, or were, stored in the tank(s): N/A

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

Comments: N/A

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: N/A

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 JG

PROPERTY LOCATED AT: Lot 15 Happytown Road, Ellsworth, ME 04605

**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: See Deed (Book 7264, Page 506/507) & Plan (File 20, No. 189A & 189B - Sheets 1&2)

Source of information: Deed & 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? N/A

Road Association Name (if known): N/A

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property?.....  Yes  No  Unknown

If Yes, explain: Streams observed on property

Source of information: Seller

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

If Yes, explain: N/A

Source of information: Deed

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: N/A

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: Deed/Plan/Seller

Additional Information: Please see Deed and Plan for additional restrictions.

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

Page 2 of 3

Seller Initials JG

PROPERTY LOCATED AT: Lot 15 Happytown Road, Ellsworth, ME 04605

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.

<u>Jakub Gil</u>	<u>07/18/2023</u>	_____	_____
SELLER	DATE	SELLER	DATE
<b>Jakub Gil</b>			

_____	_____	_____	_____
SELLER	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



### 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 15 Happytown Road, Ellsworth

**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 **\$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 **\$3995** or 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 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 for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

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

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

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

#### WHAT IS A DISCLOSED DUAL AGENT?

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

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

### **Remember!**

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

#### THIS IS NOT A CONTRACT

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

##### To Be Completed By Licensee

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

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

by \_\_\_\_\_  
Licensee's Name

on behalf of \_\_\_\_\_  
Company/Agency

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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.