

# 52± Acres Near Moosehead Lake

Land | Recreation | Timberland | Hunting | Sustainable



\*\* Not on property

## M11 L7 GREENVILLE ROAD | MONSON, MAINE

Bidding Opens: 2/6/2023 8:00am

Bidding Closes 3/20/2023 2:00pm

Online Only Auction

In-Person Viewing Available

See QR Code on pg 2 to Register

52± Acres

Auction Details



Searching for that large parcel of land in the Moosehead Region? Come take a look at this 52-acre parcel fronting on Greenville Road in the Monson, Maine.

**LAND** This parcel has it all. It fronts on a paved state-maintained road for almost 1,000 feet. There is grid electric available roadside. A meandering driveway accesses the interior of the property for nearly 900 feet. Approximately 1,300 feet of Monson Stream crosses the acreage flowing north to south through the property. There is a bridge over the stream for access to the balance of the land.

NRCS Web Soil Survey reports gravelly and rocky loams that are good for farming, grazing, forestry and wildlife uses. The terrain is varied with elevations along the road frontage at about 950 to 990 FASL with the overall elevation change on the land of 130 +/- feet. This topography will provide some nice views of the hills and mountains in the region.



**Lifestyle Properties  
of Maine**



**SCAN TO  
REGISTER  
FOR THE  
AUCTION!**





# Monson, Maine

## Local Government

### Police

Piscataquis County Sheriff  
(207) 564-3304

### Fire

Monson FD  
(207) 997-3676

### Town Office

10 Tenney Hill Rd Monson  
(207) 997-3641  
Tuesday: 8am - 4pm  
Thursday: 8am - 6pm  
Friday: 7:30am - 3:30pm

### Tax Assessor

Town Select Board

### Code Enforcement

Kent Rich

The forest is a mix of hardwoods and softwoods with pine, hemlock, spruce, fir, maple, birch and beech present on site. A recent timber harvest has been done thinning part of the acreage with no harvesting done between the road frontage and the stream which comprises about 20% of the property.

**RECREATION** Why come to this region of Maine? Many come for the recreational opportunities available in the region. The 100 mile wilderness of the Appalachian Trail starts in Monson just a 1 ½ mile from the driveway of the 52 acre parcel. This is known to be the most remote and challenging part of the entire trail.

The property is less than 14 miles to a boat landing on Moosehead Lake. At nearly 118 square miles, this is New England's second largest freshwater lake. This high elevation lake is home to some of Maine's best cold-water fishing, power boating and sailing.

The area's mountains, lake, ponds and rivers are all clear and scenic. Snowmobile and ATV trails in the area are well maintained. Just around the corner from the land is a Fierce Chase cross country ski trails open to the public by donations.



**Phil McPhail**  
REALTOR®  
(207) 290-0372  
[phil2@lifestylepropertiesme.com](mailto:phil2@lifestylepropertiesme.com)

# M11 L7 GREENVILLE ROAD, MONSON

## Shopping

Greenville, 12 miles

## City

Bangor, 57 miles

## Airport

BGR, 57 miles

## Interstate

Exit #157 Newport | 40 miles/52 minutes

## Hospital

Northern Light CA Dean Hospital, 13.2 miles

## Boston, MA

247 miles, 4± hours

**Acres 52±    Taxes \$129**



## Forester

Mark Brooks

## Easement

None

## View

Scenic

## Most Recent Harvest

2023

## Leases

None

## Zoning

Rural Residential

## Timber Type

Mixed

## Tree Growth Status

Yes

## Road Frontage

950± ft | YR Maintained

## Nearest Mill

Milo/Dover-Foxcroft

## Tree Growth Plan

Not Available

## Water Frontage

1300± ft on Monson Stream



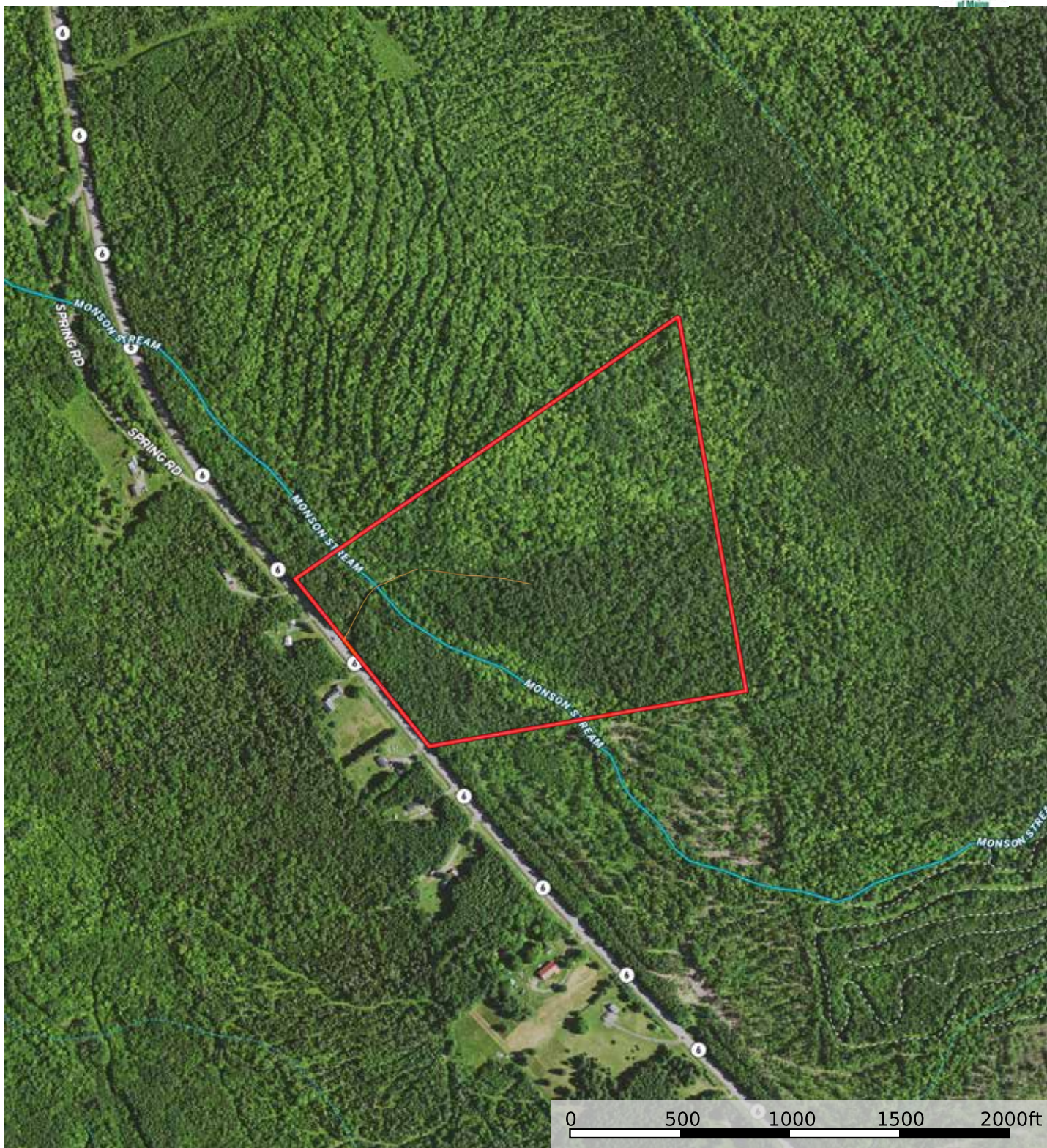
**LOCATION** Located on the shore of Lake Hebron, Monson had a population of 609 according to the 2020 census. This rural town is small but has a lot of history. In 1870 slate was discovered in Monson and is considered some of the finest in the world. The downtown area of Monson has seen recent reclamation with a charming country store, new restaurants, and a new community center in the heart of downtown Monson. The nearest hospital is 14 miles north in Greenville. Bangor International Airport is 55 miles away. Boston, MA is a easy 4 hour ride.

Need more information, call today for a property information package and schedule a tour of this great piece of Maine land.





**Monson - Rte 15 52 +/- acres**  
Piscataquis County, Maine, AC +/-



— Tour    Boundary    Stream, Intermittent    River/Creek    Water Body

**United Country Lifestyle Properties of Maine**

P: 800-286-6164

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

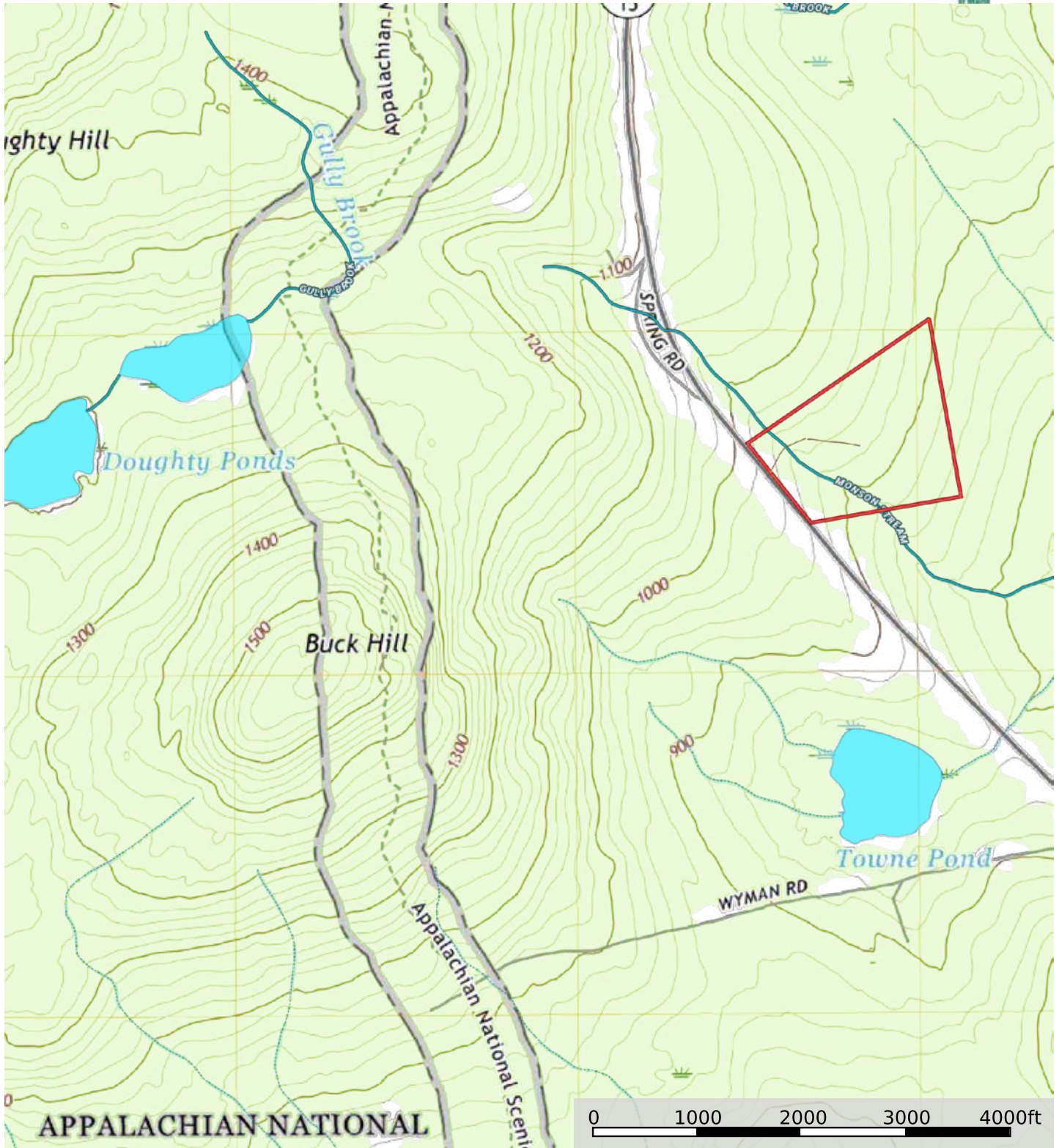
113 West Broadway



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



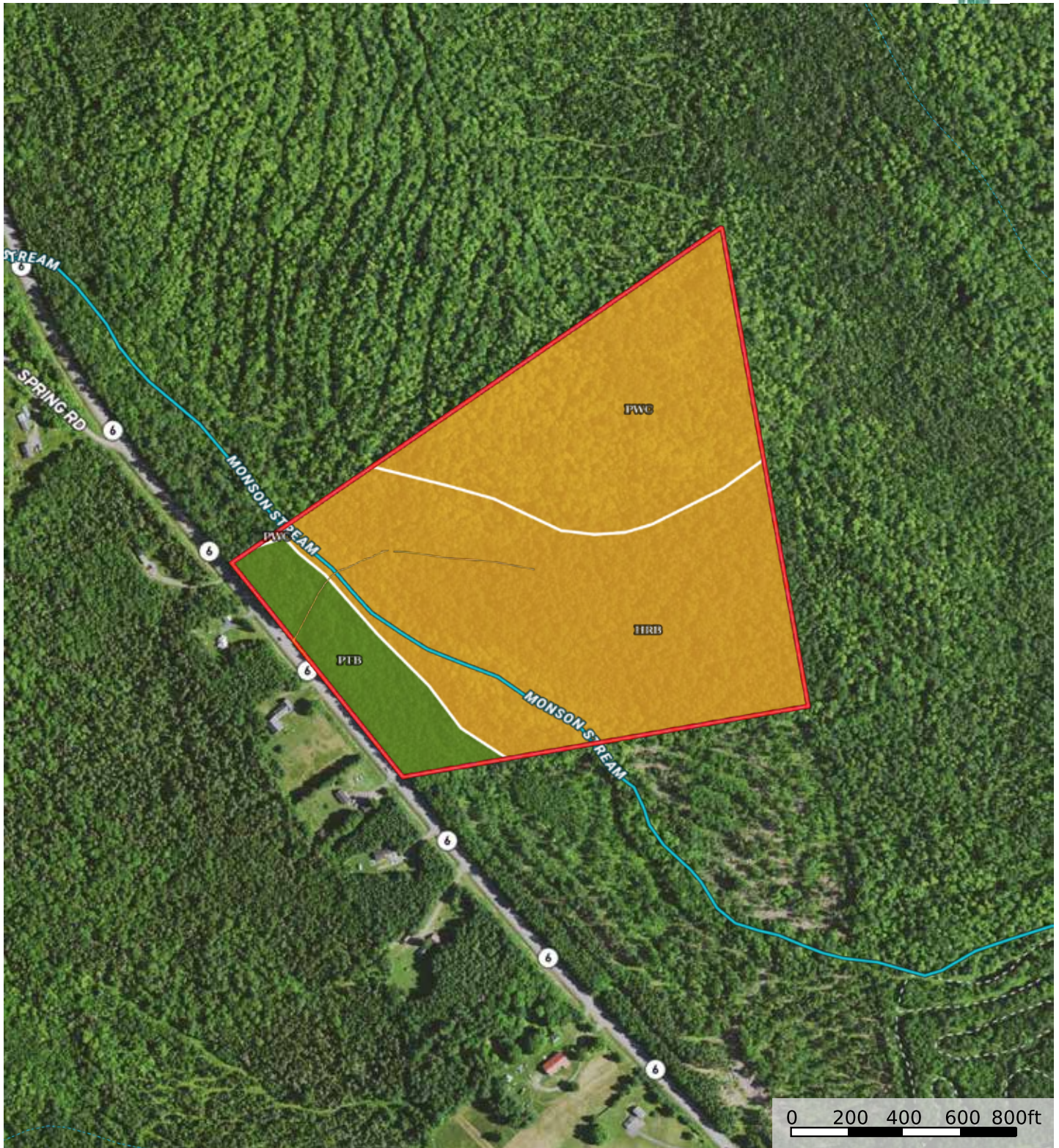
**Monson - Rte 15 52 +/- acres**  
Piscataquis County, Maine, AC +/-







- Tour
- ▭ Boundary
- Stream, Intermittent
- River/Creek
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**Monson - Rte 15 52 +/- acres**  
Piscataquis County, Maine, AC +/-



— Tour     Boundary     Stream, Intermittent     River/Creek     Water Body





SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
HRB	Howland-Monarda association, 0 to 8 percent slopes, very stony	28.86	54.8	0	30	6s
PWC	Plaisted-Howland-Penquis association, 3 to 15 percent slopes, very stony	17.81	33.82	0	36	6s
PtB	Plaisted gravelly loam, 3 to 8 percent slopes	5.99	11.37	0	37	2e
TOTALS		52.66(*)	100%	-	32.83	5.55

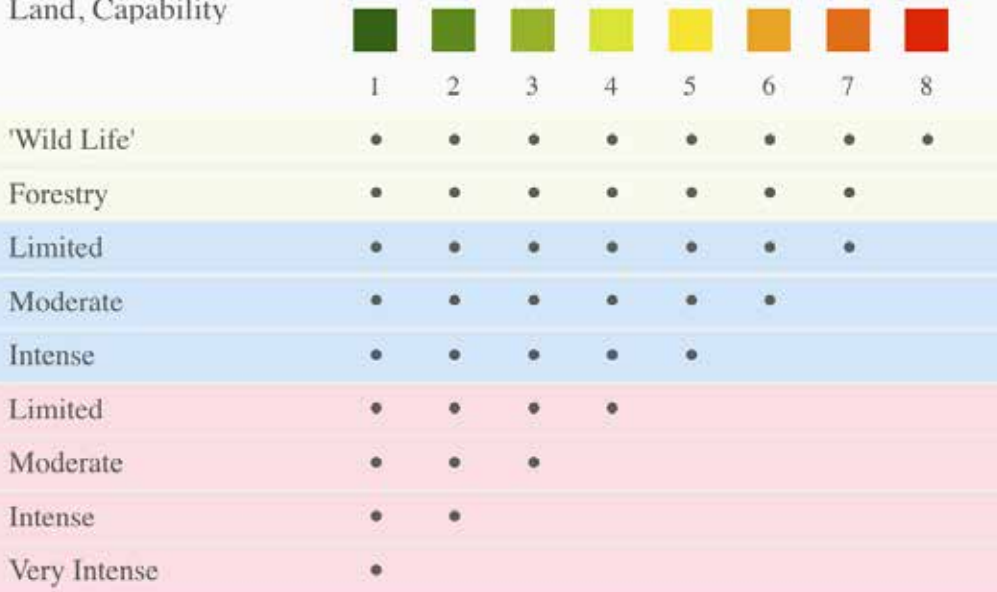
(\*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

### Capability Legend

### Increased Limitations and Hazards

### Decreased Adaptability and Freedom of Choice Users

Land, Capability



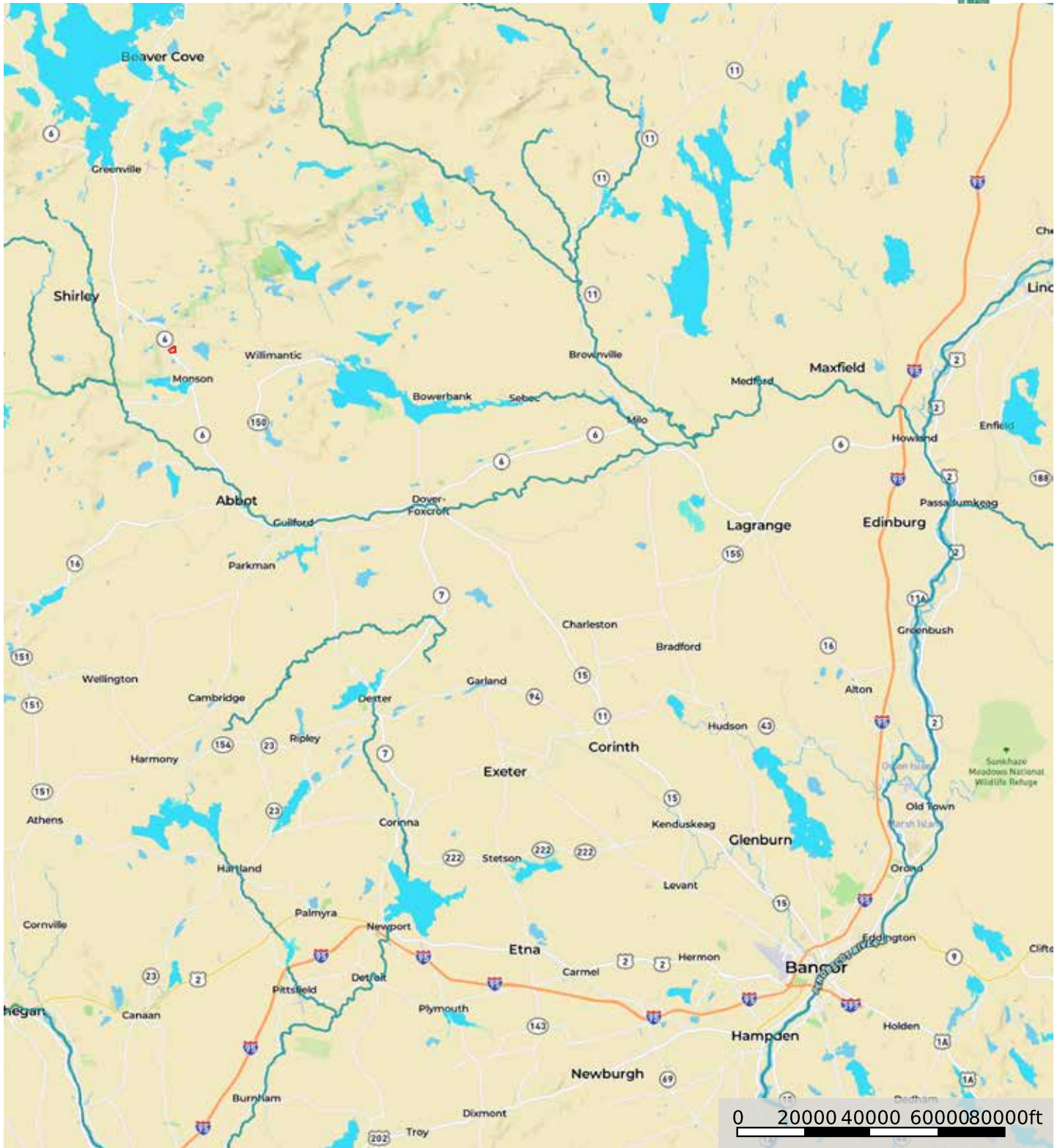
## Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water



**Monson - Rte 15 52 +/- acres**  
Piscataquis County, Maine, AC +/-



— Tour   
 ▮ Boundary   
 --- Stream, Intermittent   
 — River/Creek   
 ■ Water Body



## **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: Rte 15 M11L7, Monson, ME 04464

## 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 TG

PROPERTY LOCATED AT: Rte 15 M11L7, Monson, ME 04464

## 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: N/A

Source of information: deed

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: shoreland around Monson Stream

Source of information: Public Record.

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: Public record

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: tree growth tax program

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: public record

Additional Information: N/A

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

Page 2 of 3

Seller Initials TG



PROPERTY LOCATED AT: Rte 15 M11L7, Monson, ME 04464

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>Thomas Gardnen</u>	<u>01/26/2023</u>		
SELLER	DATE	SELLER	DATE
TST LLC			

_____ SELLER	_____ DATE	_____ SELLER	_____ DATE
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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
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_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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ME REAL ESTATE TRANSFER  
TAX PAID

Receipt # 106723

ERECORDED

BK 2850 PG 96  
Instr # 2022-2535  
05/19/2022 02:59:13 PM  
2 Pages

TRUSTEE'S DEED

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Frederick T. Reidenbach**, Trustee of the **Reidenbach Keystone Preservation Trust**, dated February 24, 2016, of Delaware, State of Ohio, by the power conferred by law, and every other power, for valuable consideration paid, the receipt and sufficiency whereof is hereby acknowledged, hereby GRANTS unto TST, LLC, a Maine limited liability company, having a mailing address of P.O. Box 189, Lincoln, ME 04457, with WARRANTY COVENANTS, the land with any buildings thereon, situated in Monson, County of Piscataquis and State of Maine, described as follows:

PROPERTY DESCRIBED IN "EXHIBIT A"  
ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey a portion of premises conveyed to Frederick T. Reidenbach, Trustee of the Reidenbach Keystone Preservation Trust dated February 24, 2016 by virtue of the deed from William J. Reidenbach and Joann R. Reidenbach, recorded August 17, 2016 and recorded in Book 2448 Page 67, Piscataquis County Registry of Deeds.

Witness my hand and seal this 17<sup>TH</sup> day of May, 2022.

Reidenbach Keystone Preservation Trust,  
dated February 24, 2016

BY: Frederick T. Reidenbach  
Frederick T. Reidenbach  
Trustee

\_\_\_\_\_  
Witness

State of Ohio  
County of DELAWARE

May 17<sup>TH</sup> 2022

Personally appeared before me the above named Frederick T. Reidenbach, in his capacity as Trustee of the Reidenbach Keystone Preservation Trust dated February 24, 2016 and acknowledged the foregoing instrument to be his free act and deed, in his said capacity, and the free act and deed of said Trust.



DONALD P. LARSEN  
Notary Public, State of Ohio  
My Comm. Expires April 16, 2023

Before me,

Donald P. Larsen  
Notary Public / Attorney at Law  
Printed Name: DONALD P. LARSEN  
My Comm. Exp: 4/16/23



EXHIBIT A

A certain lot or parcel of land situated on the easterly side of Route 15 in the Town of Monson, County of Piscataquis, State of Maine, bounded and described as follows:

Beginning on the easterly sideline of Route 15 at the southwesterly corner of land of Weyerhaeuser Company described in Tract 3 of a deed from S. D. Warren Company to SDW Timber II, LLC dated November 5, 1998 and recorded in Book 1165, Page 1 of the Piscataquis County Registry of Deeds;

thence northeasterly, along said land of Weyerhaeuser Company, to the southeasterly corner thereof, being the northeasterly corner of Lot 18 Range 2 in the west half of the Town of Monson;

thence southerly, along the easterly line of Lot 18 Range 2, to the northeasterly corner of Lot 17 Range 2 in the west half of the Town of Monson;

thence westerly, along the northerly line of Lot 17 Range 2, to the easterly sideline of Route 15; thence northerly, along the easterly sideline of Route 15, to the point of beginning.

Being that portion of the premises that is easterly of Route 15 described in Parcel Two of a deed from William J. Reidenbach and Joann R. Reidenbach to Frederick T. Reidenbach, Trustee of the Reidenbach Keystone Preservation Trust Dated February 24, 2016 dated August 2, 2016 and recorded in Book 2448, Page 67 of the Piscataquis County Registry of Deeds.

For historical reference being that portion of the premises that is easterly of Route 15 described by a deed from Leonard S. Crafts to Melville W. Oaks dated December 26, 1868 and recorded in Book 54, Page 568 of said Registry.

Reference is made to a survey plan by Prentiss & Carlisle Co., Inc. dated January 15, 1965 entitled "Property Plan for Clark Towne Farm" and recorded in Plan #147 of the Piscataquis County Registry of Deeds. The conveyed premises being the parcel shown as owned by Victor R. Jones easterly of Route 15.

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

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 of this conveyance, by acceptance of this deed, covenants and agrees to take all necessary actions 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.

PISCATAQUIS COUNTY  
RECORDED  
05/19/2022 02:59:13 PM  
LINDA M. SMITH  
REGISTER OF DEEDS

### 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-  
M11 L7 Greenville Road, Monson

**Buyer's Premium: Ten percent (10%) 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 April 17, 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](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 or 10%, whichever is greater.**
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.*