

70± Acres of Land in Coastal Maine

Timberland | Recreational Property | Land For Sale



** Not on property

M4 L19-1 OFF DIXIE ROAD | LUBEC, MAINE

Bidding Opens: 6/23/2023 @ 5pm

Bidding Closes: 7/19/2023 @ 2pm

Online Only Auction

In-Person Viewing Available

See QR Code on pg 2 to Register

70± Acres

Auction Details



This 70 acre parcel for sale in coastal Washington County is unique - it is NOT in treegrowth, therefore a new owner has many options for development or to keep it wild. The property is accessed by a private right of way which is limited to only a few people. Once heavily treed, the property was harvested a few years ago making it prime hunting grounds. There is a very high knoll on the property that would have distant views of the ocean. Lubec is a traditional fishing village and is the easternmost town in the United States. Formerly the home to a large sardine industry, the town now plays host to the Regional Medical Center as well as local fishermen and lobstermen. Lubec's downtown area boasts large homes built by sea captains and industry leaders and quaint restaurants and shops.



**SCAN TO
REGISTER
FOR THE
AUCTION!**



Morgan Espling
Maine AUC 1686
(800) 286-6164

morganespling@gmail.com



Lubec, Maine

The public boat launch, Fisherman's Memorial Park, and the breakwater are all within walking distance from each other. Watch the seals frolic in the tidal current, the fishermen as they head out for their daily catch, or just relax on one of the granite benches overlooking the waterfront.



Local Government

Police

Washington County Sheriff
(207) 255-4422

Fire

Lubec Fire Department
(207) 733-4641

Town Office

Lubec Town Office
(207) 733-2341
40 School Street
M-F 8am-4pm
townadministrator@townoflubec.com

Tax Assessor

Jackie Robbins
jrobbinsassessing@gmail.com
(207) 852-1840

Code Enforcement

Kevin Brodie
(207) 263-4243
lubecceo@gmail.com

M4 L19-1 OFF DIXIE ROAD, LUBEC

Shopping

Machias, 32± Miles

City

Calais, 64± Miles

Airport

Bangor International, 111± Miles

Interstate

109± Miles

Hospital

Regional Medical Center

Boston, MA

355± Miles

Acres 70± Taxes \$712



Forester

N/A

Easement

ROW

View

Wood

Most Recent Harvest

5± Years

Leases

N/A

Zoning

None

Timber Type

Mixed

Tree Growth Status

Not In Tree Growth

Road Frontage

None- Access by ROW

Nearest Mill

Woodland | Baileyville

Tree Growth Plan

N/A

Water Frontage

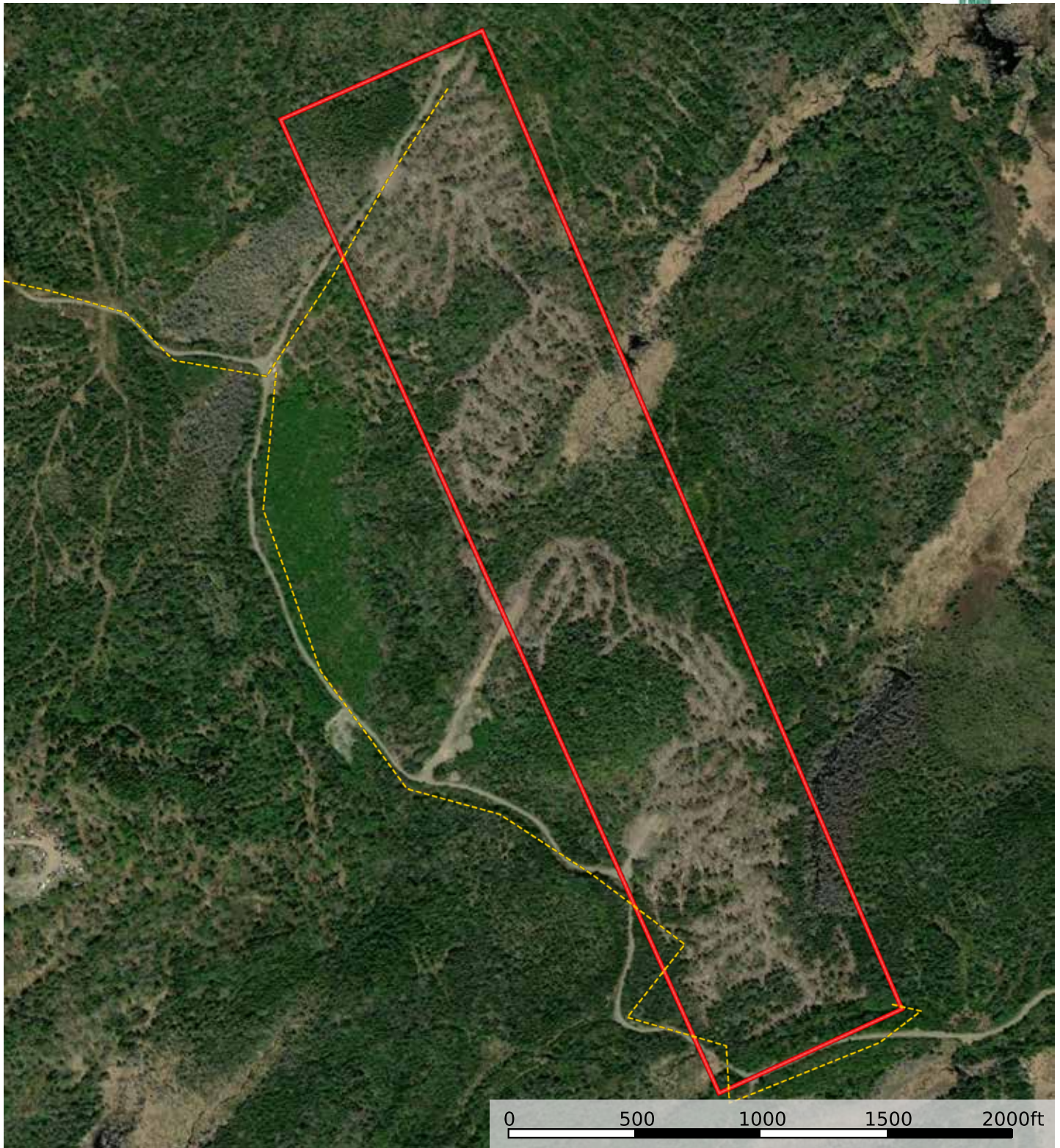
None

Lubec, and its surrounding area, is also home to over 43,000 acres of public and preserved lands open to the public for hiking, biking, kayaking, canoeing, and other low impact recreational activities. Nearby is the Downeast Sunrise Trails which is an 85-mile trail built along a former rail corridor from Washington Junction in Hancock to Ayers Junction in Pembroke. It has a compact gravel base and is ideal for snowmobiling, ATVing, walking, bicycling, cross-country skiing, and horseback riding. Washington County is a lot of things. It is the most gorgeous, has the deepest cargo port, the longest coastline including the Bold Coast, the highest tides, and produces the most lobster and clam landings.



What Washington County does not have is lots of traffic lights (only three in the whole county), an interstate, a Red Lobster Restaurant, or poisonous snakes. Known as the Sunrise County, Washington County welcomes the first rays of sun to shine on the US each day. With tides averaging between 18 and 22 feet, the bold, salt-sprayed shoreline of Downeast Maine offers deserted beaches, quiet hiking trails, rugged cliffs, and unnamed beauty. Truly one of the last frontiers on the Eastern seaboard, one does not have to go far to enjoy the natural beauty of the area. With 2 cities, 44 towns, and a population of approximately 32,000, Washington County is larger than the states of Delaware and Rhode Island combined. Something for everyone in beautiful Downeast Maine and coastal Washington County!

Lubec M4L19-1 Off Dixie Rd 70Acres
Maine, 70 AC +/-



--- Road / Trail  Boundary

United Country Lifestyle Properties of Maine

P: 800-286-6164

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

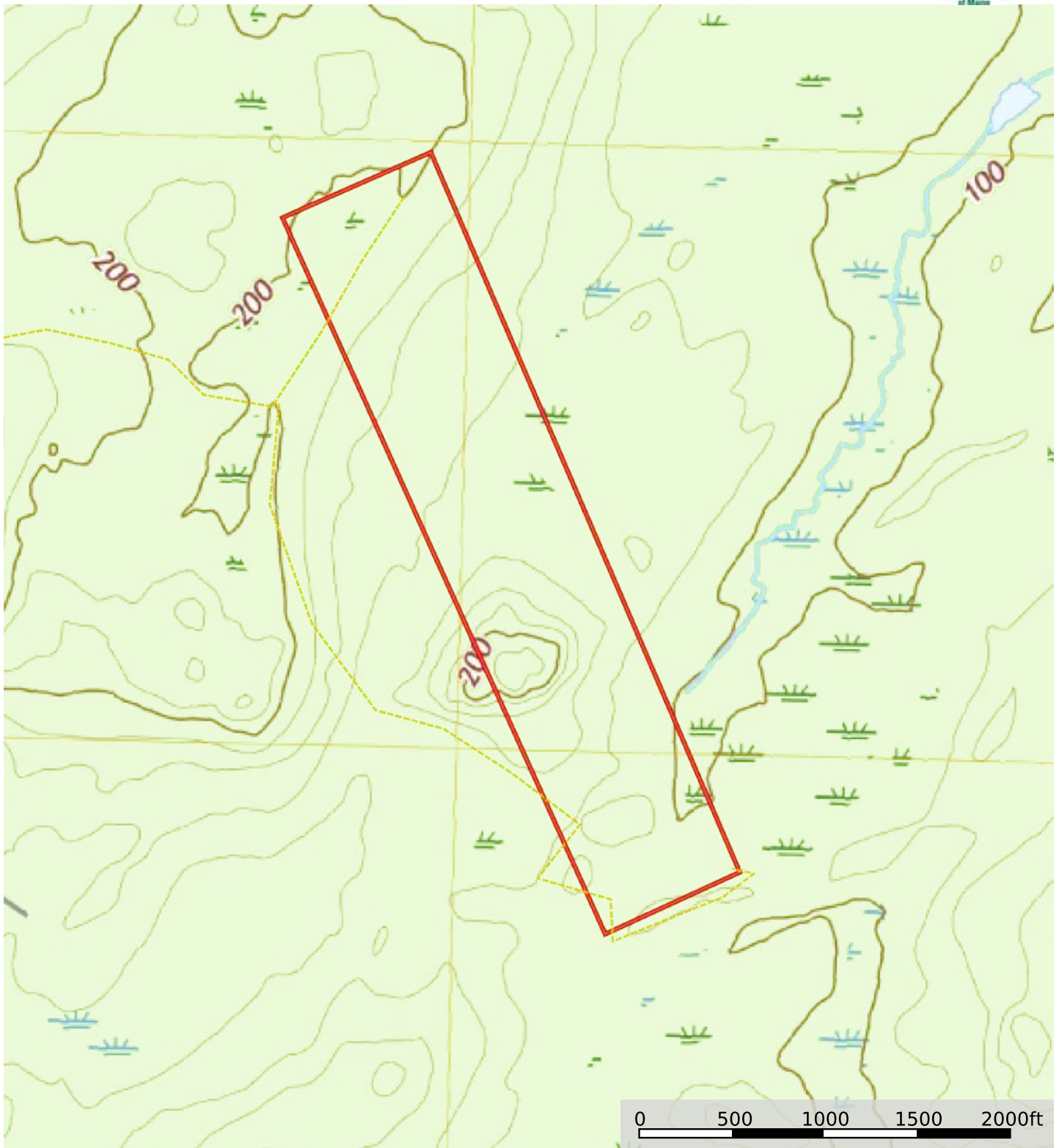
113 West Broadway



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

Lubec M4L19-1 Off Dixie Rd 70Acres

Maine, 70 AC +/-



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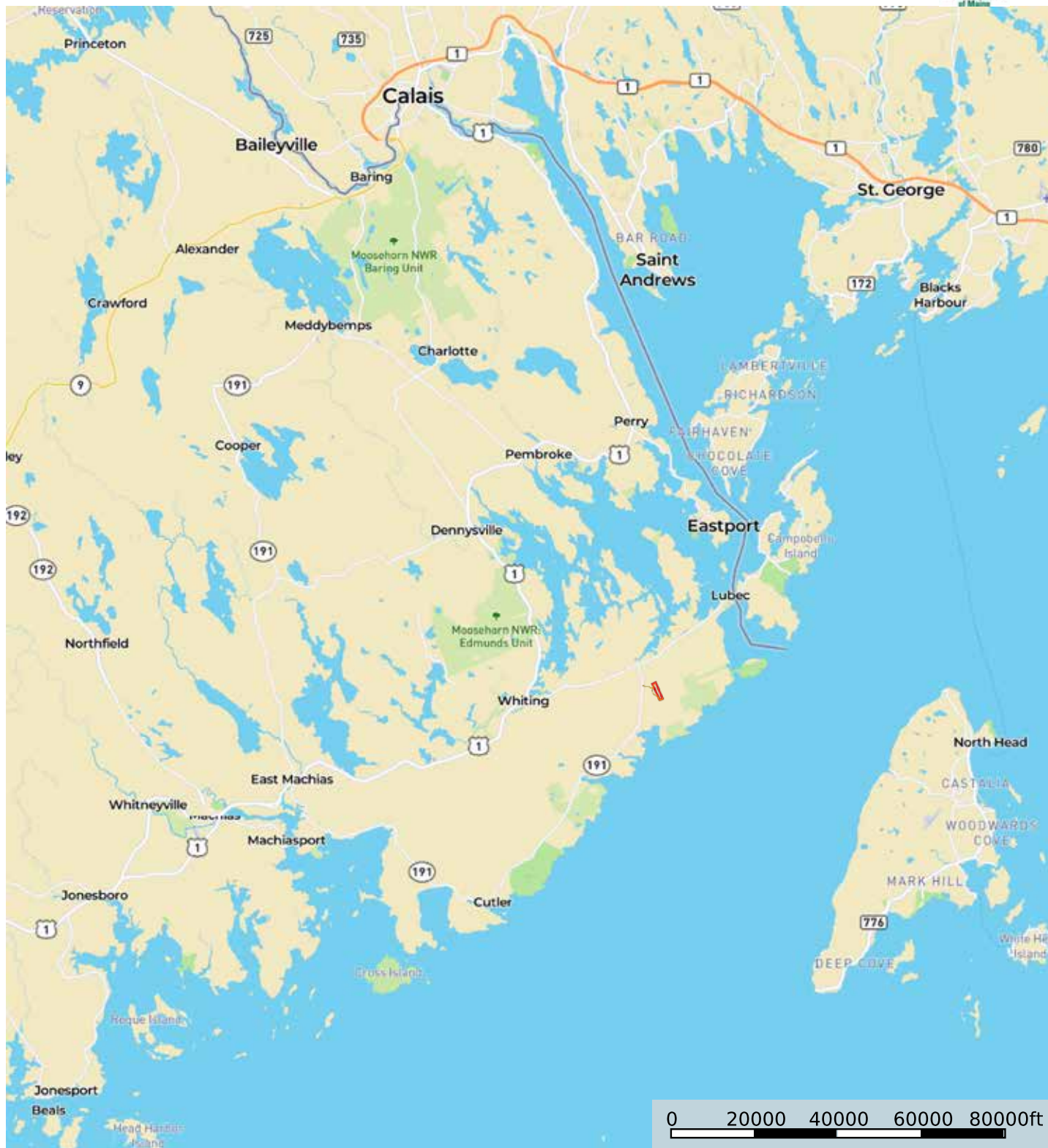
113 West Broadway



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Maine, 70 AC +/-



--- Road / Trail  Boundary

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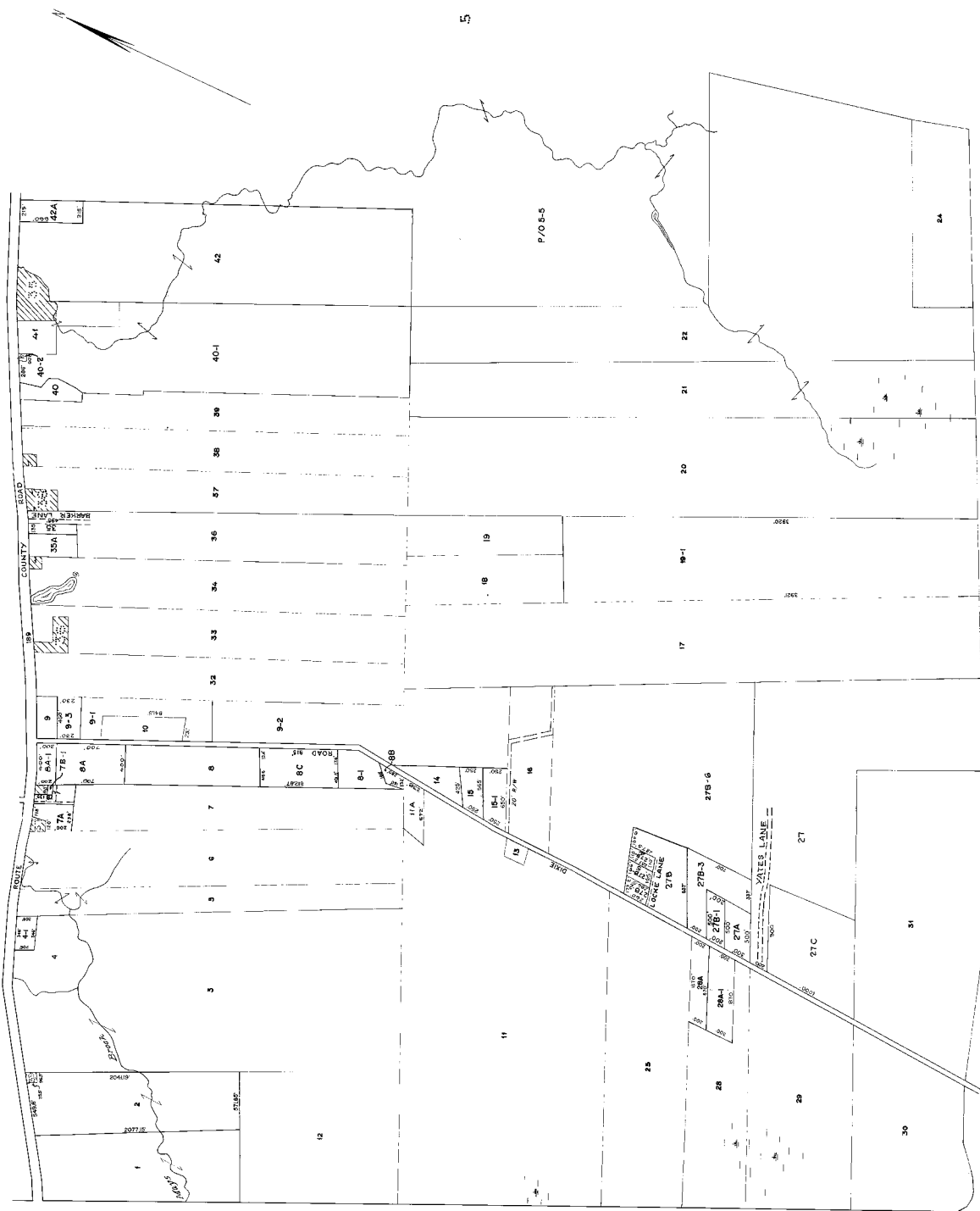
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113 West Broadway



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LEGEND
PARCEL NUMBERS..... 1
ADJACENT MAPS..... 2
MATCH LINE.....

MAKING LOTS: 23 & 26

PROPERTY MAP
TOWN OF LUBEC
WASHINGTON COUNTY, MAINE
JAMES W. SEWALL COMPANY
OLD TOWN, MAINE
SCALE 1 INCH = 500 FEET
APRIL 1958

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: Off Dixie Road, Lubec, Maine 04652

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? _____

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: **sellers are not aware of any underground storage tanks. None recorded with the town nor the state.**

Source of information: **owner and agent**

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: **Seller does not believe there are any toxic material nor land fill during their ownership and none were disclosed when they purchased. None are recorded with the state nor town.**

Source of information: **owner and agent**

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

Buyer Initials _____

Page 1 of 3

Seller Initials

ISA RAH

PROPERTY LOCATED AT: Off Dixie Road, Lubec, Maine 04652

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: right of way deeded

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? owners

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: _____

Source of information: agent

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: agent

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: agent, owner

Additional Information: Trees were harvested 2019 by Haines

Buyer Initials _____

Page 2 of 3

Seller Initials

ISA *DAH*

PROPERTY LOCATED AT: Off Dixie Road, Lubec, Maine 04652

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.

Jere S. Hull 09-23-2022
SELLER DATE
Jere S. Hull

Pamela A Hull 09-23-2022
SELLER DATE
Pamela A Hull

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



BK222 | PG228

01126

WARRANTY DEED
(Joint Tenants)

I, Marie R. Olson of RR2, Box 1460, Lubec, Washington County, State of Maine 04652, for consideration paid, grant to Jere Hull and Pamela Hull, husband and wife, both of 52 Manor Oak Drive, Millersville, PA 17551, with Warranty Covenants, as joint tenants, the following:

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

Beginning at a point where the southwest corner of land now or formerly of Jonathan Kreps, being Map 4, Lot #20 of the Town of Lubec Tax Maps abuts the southeast corner of land of the Marie R. Olson being Map 4, Lot #19 of said Tax Maps; thence continuing in a southwesterly direction along the southerly boundary line of said Olson a distance of 780 feet, more or less, to a stake driven into the ground at the southwest corner of land of Marie R. Olson, being the southwest corner of Map 4, Lot #19 of said Tax Maps; thence continuing in a northwesterly direction along the westerly boundary line of Marie R. Olson, also being the westerly boundary line of Map 4, Lot #19 of said Tax Maps, a distance of 3,920 feet, more or less, to a stake driven into the ground at the southwest corner of Map 4, Lot #18 of said Tax Maps; thence continuing in a northeasterly direction along the southerly boundary line of Map 4, Lot #18 of said Tax Maps and across the land of Marie R. Olson a distance of 780 feet, more or less to a stake driven into the ground on the westerly boundary line of said Kreps; thence continuing in a southeasterly direction along the westerly boundary line of said Kreps a distance of 3,920 feet, more or less, to the point or place of beginning.

Meaning and hereby conveying a portion of the property as described in a deed from Marie R. Olson to Robert H. Olson, Sr. and Marie R. Olson, as joint tenants, dated June 28, 1982 and recorded in Book 1187, Page 65 of the Washington County Registry of Deeds. The said Robert H. Olson, Sr. is

FRANCIS J. HALLISSEY-ATTORNEY AT LAW-TWO BROADWAY-MACHIAS, MAINE 04654

TRANSFER TAX PAID

BK2221PG229

deceased as of August 3, 1993 and the Grantor herein is the surviving joint tenant.

Granting also to the Grantees herein, their heirs and assigns forever, all rights, privileges, appurtenances and easements belonging to the granted estate as intended by M.R.S.A. Title 33, Section 773.

Also granting to the Grantees herein, their heirs and assigns, to be used in common with the Grantor herein, her heirs and assigns, the easement described in the conveyance from Frank B. Denbow to Robert Olson et al, dated December 14, 1982 and recorded in Book 1206, Page 175 of said Registry, and the easement conveyed by DMG Enterprises, James E. Segien and Jennifer V. Furman to the Grantor herein, to be recorded in the Washington County Registry of Deeds.

Excepting and reserving however to the Grantor herein, her heirs and assigns, to be used in common with the Grantees herein, and their heirs and assigns, an easement for ingress and egress by foot or vehicle and for power, utilities and necessary appurtenances over and upon a private woods road extending generally easterly from State Route #191 to the westerly line of land of the Grantor within the bounds as described in the easement from Frank B. Denbow to Robert Olson et al, dated December 14, 1982 and recorded in Book 1206, Page 175 of said Registry and continuing within the bounds of the strip of land thirty-three (33) feet in width, the centerline being defined as the centerline of the traveled portion of said woods road over its various courses through land of DMG Enterprises et al which is more particularly described in a Quitclaim Deed from David P. Ray and John S. Marshall to DMG Enterprises et al, dated March 29, 1997 and recorded in Volume 2151, Page 108 of the Washington County Registry of Deeds, and then extending approximately 900 feet more or less in a northeasterly, northerly or northwesterly direction following the existing branch road to the camp lot being retained by the Grantor herein.

BK2221PG230

Also, excepting and reserving however to the Grantor herein, her heirs and assigns, to be used in common with the Grantees herein and their heirs and assigns, forever the right, privilege and easement to construct, maintain, operate and upgrade from time to time for utility purposes, a line of poles, anchors and wires and other accessory fixtures and supports and or cables above or below ground following the course of the above easement for ingress and egress with the right to transmit electricity and intelligence over said lines and/or cables and to clear and dispose of interfering trees and other growth from time to time with permission to enter upon the land of DMG Enterprises et al for the above purposes and further reserving to the said Grantor, her heirs and assigns, the power to assign said rights to utility companies.

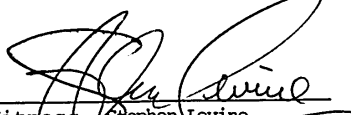
Subject to the reservation that the Grantees, their executors, administrators, successors and assigns, shall not erect or maintain or permit the erection of or maintenance of any building, trailer, mobile home, swimming pool or other structures of any kind or nature within fifteen (15) feet of said power line, any or all of which, in the opinion of the Grantor, her heirs, executors, administrators, successors and assigns, would endanger or interfere with the exercise of any of the rights, privileges and easements hereby conveyed.

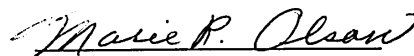
The aforesaid easements are hereby reserved as appurtenant to and for the benefit of the remaining parcel of land, after the above conveyance, described in the aforesaid deed from Marie R. Olson to Robert H. Olson, Sr. and Marie R. Olson, as joint tenants, dated June 28, 1982 and recorded in Volume 1187, Page 65 of the Washington County Registry of Deeds.

Subject, however, to the Easement from Marie R. Olson to DMG Enterprises, James E. Segien and Jennifer V. Furman, to be recorded in the Washington County Registry of Deeds.

BK2221PG231

Witness my hand and seal this 17th day of February, 1998.


Witness Stephen Levine


Marie R. Olson

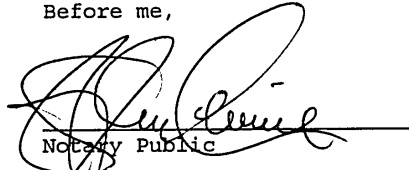
STATE OF MAINE
Washington, ss.

Dated: February 17, 1998

Then personally appeared the above named Marie R. Olson and
acknowledged the foregoing instrument to be her free act and
deed.

Before me,

Stephen Levine
Typed or Printed Name of
Notary Public


Notary Public

SEAL

STATE OF MAINE
WASHINGTON CO.
REGISTRY OF DEEDS

Received FEB 17 1998
at 3 H 55 M P M recorded
in Book Page
Attest:

Register

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 (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-
Off Dixie Road, Lubec

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 8/23/2023.**

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

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

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

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

1. **Property Information Package:** Prior to bidding, Bidders should download and review the Property Information Package ("PIP") available at mcphailrealty.com.
2. **Subject to Sale Prior To Auction:** Property may be sold prior to conclusion of online bidding.
3. **Auction Type:** This auction is with reserve.
4. **High Bidder's Default- Non-Performance Fee:** As noted in the Terms and Conditions for timed online auctions, failure of High Bidder to submit an executed Purchase Contract and any required earnest money deposit will result in the defaulted High Bidder being charged a fee equal to **\$5000 or ten percent (10%), whichever is great.**
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 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. Inactive licensees may not practice real estate brokerage.