



Mid-Coast Maine Oceanfront Home

Lincolnton, Maine

Online-only bidding ends on Wednesday, April 3, 2019 at 2:00 p.m.

Selling to the highest bidder over \$300,000

29 Water's Edge Drive is a 1.36 acre lot located on the shores of the Penobscot Bay with 193 ft. of ocean frontage. This custom home was built in 2003 and offers 3,559 sq.ft., 5 bedrooms, 4 ½ baths, cathedral ceilings, granite kitchen, formal dining and living rooms, 2-car attached garage and so much more. The lot offers mature trees and a gently sloping lawn to the water's edge with just a few steps to a rocky beach. Harbor Pointe neighborhood is just off US Route One with six homes that enjoy expansive ocean and island views.

Whether you are looking for a year-round family residence, or a great summer home, this is a wonderful offering in the heart of the Maine coast between Camden and Belfast that should not be missed.

Open House Schedule: Saturday and Sunday, March 23rd, 24th, 30th and 31st from 11:00 a.m. to 2:00 p.m.

Terms: A \$10,000 deposit will be required as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the Total Purchase Price no later than April 5th at 4:00 p.m., with the balance due at closing within 45 days of the auction. A 12% Buyer's Premium will be added to the high bid price to become the Total Purchase Price. Subject to all Terms of Sale.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



SUGGESTED DUE DILIGENCE CHECKLIST

29 Water's Edge Drive, Lincolnville, ME

ONLINE BIDDING OPENS: **Wednesday, March 27th at 9:00 a.m.**

ONLINE BIDDING ENDS: **Wednesday, April 3rd at 2:00 p.m.**

STEPS TO FOLLOW FOR ONLINE BIDDING

STEP ONE - REVIEW DOCUMENTS LISTED BELOW

- ☐ *Maine Real Estate Brokerage Relationship Disclosure Form*
- ☐ *General Terms & Conditions for Online Bidders*
- ☐ *Property Information Package*
- ☐ *Sample Purchase & Sale Agreement*

STEP TWO - REGISTER TO BID

- ☐ Complete the Online Bidder Registration Form (last page of this package) and return to the Auctioneer with your Registration Deposit no later than April 3rd at 10:00 a.m.
- ☐ Create an online bidding account by [clicking here](#). To activate your account, you must **ACCEPT THE TERMS & CONDITIONS**.
- ☐ After you have completed setting up your online bidding account, and the Auctioneer has received your Online Bidder Registration Form and Registration Deposit, you will receive notification from the Auctioneer that your bidding account has been activated.

Now you are ready to bid!



BID ONLINE

Contact the Auctioneer with any questions – Email paul@paulmcinnis.com



One Juniper Road, North Hampton, NH 03862
Phone (603) 964-1301 paulmcinnis.com Fax (603) 964-1302



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:

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

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.

GENERAL TERMS & CONDITIONS

AGENT OF THE SELLER: Paul McInnis LLC is acting solely as an Agent of the Seller.

BIDDER REGISTRATION: In order to bid online, any prospective bidder must first request a Property Information Package. The next step is to create an online bidding account (refer to the Due Diligence Checklist contained in the Property Information Package) and submit your registration form to the Auctioneer.

In order to receive a bidder number, a **Registration Deposit** of Ten Thousand Dollars (\$10,000) made payable to Paul McInnis LLC is to be delivered to the office of the Auctioneer. The Successful Bidder will be required to tender an **EARNEST MONEY DEPOSIT** equal to Ten Percent (10%) of the Total Purchase Price, and sign the Purchase and Sale Agreement no later than Friday, April 5th at 4:00 p.m. Should the successful bidder fail to execute the Purchase and Sale Agreement and tender the **EARNEST MONEY DEPOSIT**, the Bidder agrees to forfeit the **Registration Deposit** which shall become a **NON-REFUNDABLE, NON-COMPLIANCE FEE**.

NOTE: If you prefer, you may deliver the \$10,000 registration deposit to a representative at one of the Open Houses.

Once the Online Bidding Registration Form has been completed, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you. Unsuccessful bidder's deposits will be returned by US Mail.

Your registration form must be submitted prior to 11:00 a.m. the day of the auction in order to participate in the auction. Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST.

ONLINE BIDDING: The bidding will open on Wednesday, March 27th at 9:00 a.m. and the bidding will end on Wednesday, April 3rd at 2:00 p.m., subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time.

TIMED AUCTION EXTENDED BIDDING: A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (1:58 p.m.), the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 2:00 p.m. the bidding could be extended to 3:00 p.m. or longer depending on the activity from the bidders.

The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the Auction.

DUE DILIGENCE: It is the Bidder's responsibility to undertake their own due diligence and inspection of the Property prior to placing any bids. A complete review with your attorney of the Property Information Package, including the sample Real Estate Purchase & Sale Agreement, is encouraged.

PROPERTY CONDITIONS: Except as expressly set forth in the Real Estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Seller, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("Agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.



The Seller, Paul McInnis LLC and their Agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Seller, Paul McInnis LLC or their Agents.

BUYER'S PREMIUM: A 12% (Twelve Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 12% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder is defined as that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Seller. The successful bidder will be notified by the Auctioneer via email, as well as by telephone confirmation.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the Agreement is included in the Property Information Package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the Real Estate Purchase & Sale Agreement together with all Seller Disclosure Forms without any changes or additional terms and deliver 10% of the total purchase price as the Earnest Money Deposit no later than Friday, April 5th at 4:00 p.m. Only the Buyer's Name, Bid Price, 12% Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the Real Estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Friday, April 5th at 4:00 p.m. The deposit must be by cash, check or wire transfer payable to Paul McInnis LLC Escrow Account in U.S. Funds.

SUCCESSFUL BIDDER DEFAULT: Should the successful bidder fail to execute the Real Estate Purchase & Sale Agreement and deliver the Earnest Money Deposit in a timely manner as outlined in these General Terms & Conditions, said bidder will be deemed to be in default and bidder agrees to forfeit the Registration Deposit which shall become a \$10,000 NON-REFUNDABLE NON-COMPLIANCE FEE.

RESERVATION OF RIGHTS: This auction is subject to approval of the high bid by the Seller. The Seller in his sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default.

ADDITIONAL TERMS: Additional terms are included in the Real Estate Purchase & Sale Agreement. Any changes or amendments to these General Terms & Conditions and/or to the Real Estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the Auction Company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form (prior to a prospect having contacted Paul McInnis LLC). The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the Online Bidding Registration Request Form.

If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at paul@paulmcinnis.com



Property Features

29 Water's Edge Drive, Lincolnville, ME

Property Entrance

Approaching the house, you first see a sloping lawn leading to the ocean, with a spacious and level-paved parking area and attached two-car garage.



First Floor

Front Entrance

The front door with a Palladian window above opens into a two-story hallway with a grand staircase leading to the second floor. The oak flooring hallway leads to the dining, living, and great rooms complete with arched entries giving the home a wonderful warm presence.



Dining Room

This is a very bright setting graced with a three-part floor-to-ceiling window and oak flooring.



Living Room

This room again has the oak flooring and is on the front side of the home with a set of patio doors opening onto a small porch.



Library or First Floor Bedroom

This room is on the easterly side of the home and could easily be a downstairs bedroom with the adjacent full bath.



Great Room

The great room's most striking features are the towering windows and French doors providing unobstructed views of the Penobscot Bay and islands. The brick fireplace with a raised hearth adds to the warmth of the room as does the vaulted ceiling with a balcony above.

This room is right off the kitchen with a pass-through to the breakfast area and direct access to the oceanside deck.



Breakfast Area

This is a wonderful space to begin your day and enjoy the morning views with floor-to-ceiling windows. There are built-in cabinets and a wet bar with granite counter tops.



Kitchen

Located in the southeast corner of the home with more ocean views is a wonderful open kitchen with natural finish cabinetry and granite counter tops. Stainless appliances are included as well.



Side Entrance

The entrance, to the right of the garage, is covered and opens into a mudroom with a built-in bench and tile floor. The washer and dryer are conveniently located here, as well as access to the garage and a half-bath.



Second Floor

There are two sets of stairs to the second floor. As you come up the front stairs there are two spacious bedrooms with a full bath to the left. On the right is another bedroom with an en-suite bathroom. This is just off the balcony which joins the other set of stairs and leads to the master wing.

Master Wing

As you enter the master bedroom located on the southeast corner of the home you will be in awe of the size of this room with its oak flooring against a white background. There is a comfortable sitting area having three large windows to enjoy the view. The master bath is very spacious with a tiled shower and floor, a clawfoot soaking tub, and double vanities with granite countertops. There are spacious walk-in closets and a bonus room over the garage that could be used for an exercise area or office.



Full Walk Out Basement (with radiant heat)

The basement is unfinished with a concrete floor and floor drain. Well water enters from the left where the water shutoff is located, to the pressure tank and then through the iron removal, chlorination, and water softening system and then fed to the rest of the house. One 330-gallon oil tank feeds the boiler which maintains the hot water loops for both baseboard and radiant heat. Three separate radiant heating loops include the complete first floor, a portion of the basement slab, and second floor master bathroom. The hot water tank has a controllable thermostat. The changeover switch for the emergency generator is next to the electrical panels. Suction gauge for radon mitigation fan also in basement.

Important House Features

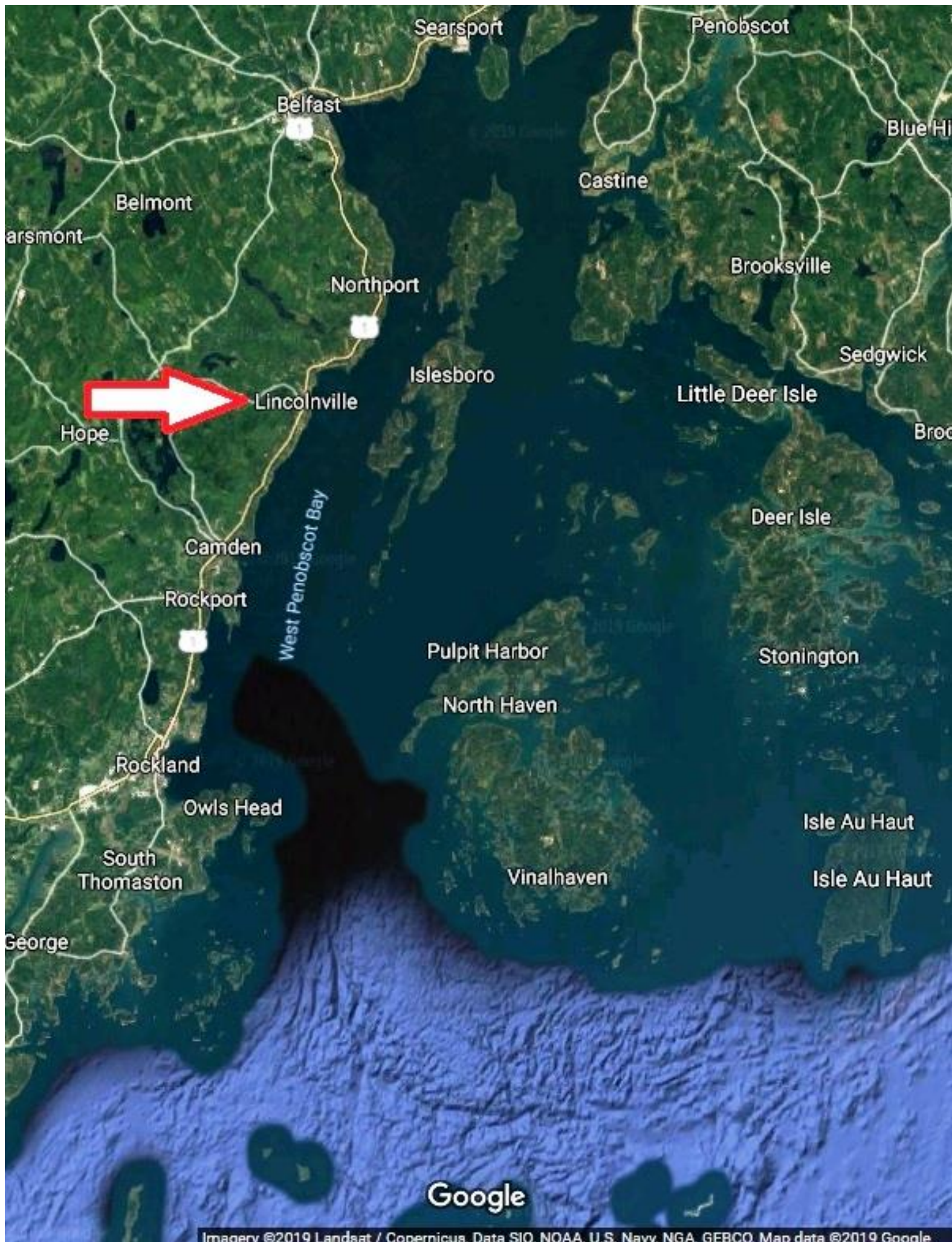
- All doors, internal and external, are solid core with a unified architectural appearance
- All windows are Andersen high-performance, double-paned
- Ethernet is wired throughout the house, as is coaxial cable for the televisions
- A gas line runs from basement to master bedroom for future gas fireplace
- Electrical whole-home surge protector in garage next to electrical panel where power enters home
- Emergency propane generator, which has received annual servicing, powers many second-floor rooms, some services on the first floor including the kitchen, and basement
- Attached double-car garage is oversized allowing storage for lawn tractor, etc.
- Large amount of storage space in attic
- Well-maintained wooden steps from property edge to rocky beach
- Complete re-shingling of roof 2018

Shorefront on the Maine Coast and Penobscot Bay

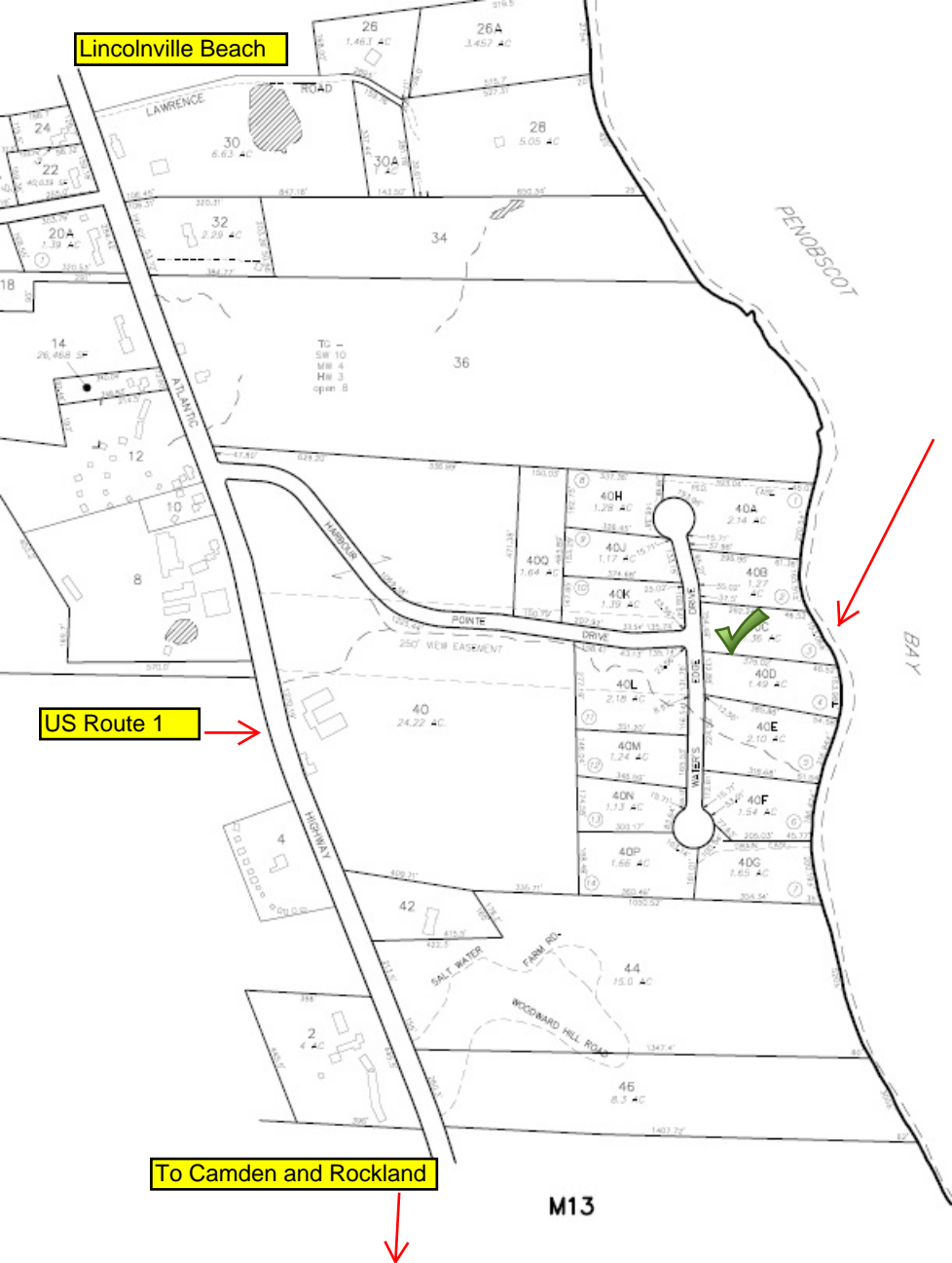


This property enjoys ownership of 193' of direct ocean frontage. There is a short stairway that provides easy access down from the manicured lawn to the rocky coast of Penobscot Bay. Owning ocean front property opens the door to so many activities that will add greatly to the enjoyment of this property. From paddle boarding to surf casting, kayaking and swimming there is a whole host of activities one can partake in to fully enjoy the coastal Maine experience.





Lincolnvill Beach



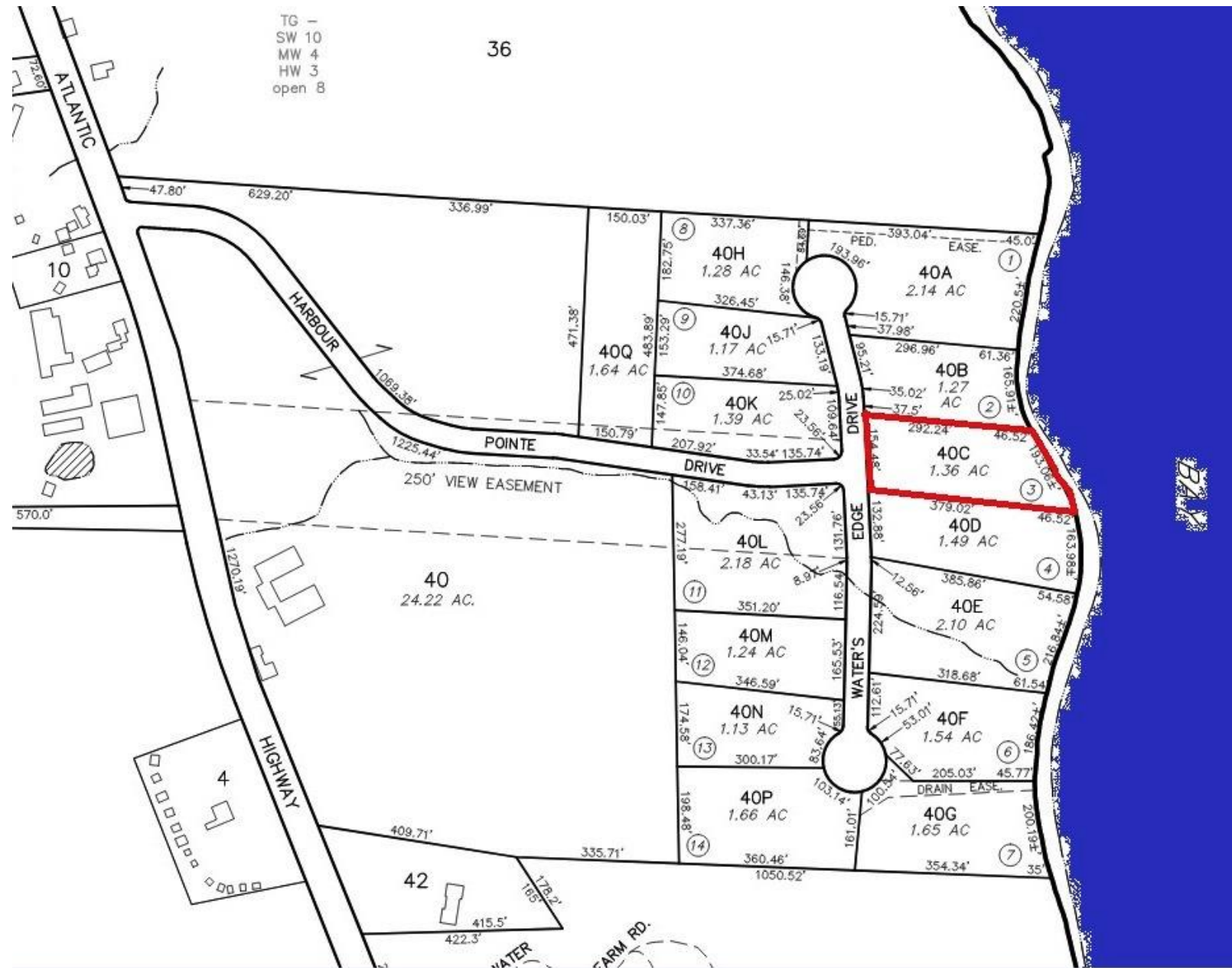
US Route 1

To Camden and Rockland

M13

TG -
SW 10
MW 4
HW 3
open 8

36



Property Data			Assessment Record				
Neighborhood	80 WEST PENOBSCOT BAY		Year	Land	Buildings	Exempt	Total
Tree Growth Year	0		2005	340,900	310,000	13,000	637,900
Farmland Year	0		2006	340,900	310,000	10,400	640,500
PERMIT NO	0		2007	682,400	523,100	13,000	1,192,500
Zone/Land Use	17 LR		2008	682,400	523,100	13,000	1,192,500
Secondary Zone			2009	682,400	523,100	13,000	1,192,500
			2010	682,400	523,100	10,000	1,195,500
Topography	2 Rolling		2011	682,400	523,100	10,000	1,195,500
1.Level	4.Below St	7.LevelBog	2012	449,600	523,100	10,000	962,700
2.Rolling	5.Low	8.	2013	449,600	523,100	0	972,700
3.Above St	6.Swampy	9.	2014	449,600	444,700	0	894,300
Utilities	4 PRIVATE WATER	6 Septic System	2015	449,600	444,700	0	894,300
1.Public	4.Dr Well	7.Cesspool	2016	449,600	444,700	0	894,300
2.Water	5.Dug/Lake	8.	2017	449,600	444,700	0	894,300
3.Sewer	6.Septic	9.None	2018	449,600	444,700	0	894,300
Street	1 Paved						
1.Paved	4.Proposed	7.					
2.Semi Imp	5.R/O/W	8.					
3.Gravel	6.	9.None					
Inspection Code	0		Land Data				
Sale to Analyze	0						
Sale Data							
Sale Date	10/01/2002						
Price	551,200						
Sale Type							
1.Land	4.Mobile	7.C/I L&B					
2.L & B	5.Other	8.CONDO					
3.Building	6.C/I Land	9.					
Financing							
1.Convent	4.Seller	7.					
2.FHA/VA	5.Private	8.					
3.Assumed	6.Cash	9.Unknown					
Validity							
1.Valid	4.Split	7.Renovate					
2.Related	5.Partial	8.Other					
3.Distress	6.Exempt	9.					
Verified							
1.Buyer	4.Agent	7.Family					
2.Seller	5.Pub Rec	8.Other					
3.Lender	6.MLS	9.					
Notes:							

Card	1	Of	1	2/12/2019
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TRIO Software
A Division of Harris Computer Systems

Additions, Outbuildings & Improvements

Additions, Outbuildings & Improvements								1.ONE STORY FRAM
Type	Year	Units	Grade	Cond	Phys.	Funct.	Sound Value	2.TWO STORY FRAM
21 Open FrPor	0	52	0 0	0	0	% 0	%	3.THREE STORY FR
21 Open FrPor	0	48	0 0	0	0	% 0	%	4.1 5 StoryFrame
91 1S AD/GAR.....	0	105	0 0	0	0	% 0	%	5.1 75 StoryFrame
27 1.50 StGarage	0	441	0 0	0	0	% 0	%	6.2 5 StoryFrame
26 1SFr Overhang	0	26	0 0	0	0	% 0	%	21.Open FrPor
68 Wood Deck	0	287	0 0	0	0	% 0	%	22.Encl FrPor
11 1 StoryBasement	0	480	0 0	0	0	% 0	%	23.Frame Garage
12 2 StoryBasement	0	468	0 0	0	0	% 0	%	24.Frame Shed
						%	%	25.Frame Bay Wind
						%	%	26.1SFr Overhang
						%	%	27.Unfin Basement
						%	%	28.Unfinished Att
						%	%	29.Finished Attic



LEGEND

- 1. SET POINTS
- 2. PROPERTY LINE
- 3. EXISTING DRIVE
- 4. EXISTING FENCE

PENOBSCOT BAY

NOTES:
1. EXISTING DRIVE
2. EXISTING FENCE
3. EXISTING DRIVE
4. EXISTING FENCE

APPROX. 100' SETBACK
FROM DRIVE

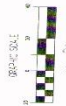
HARBOUR POINTE DRIVE

Landmark Corporation
27 Main Street, Suite 100
Lincolnville, Maine 04458
Tel: 207-255-1234
Fax: 207-255-1235

SEE SHEET 4-10 FOR ADJACENT SETTING

LANDMARK CORPORATION
SURVEYORS & ENGINEERS
27 MAIN STREET, SUITE 100
LINCOLNVILLE, MAINE 04458
PHONE: 207-255-1234 FAX: 207-255-1235

PROJECT NO. 100
DATE: 10/1/00
BY: J. J. J.



NOT TO SCALE
ALL DIMENSIONS ARE IN FEET
AND DECIMALS THEREOF

TOPOGRAPHIC SURVEY

WALKER LOT
HARBOUR POINTE DRIVE
LINCOLNVILLE, MAINE

DATE: 10/1/00
BY: J. J. J.
SHEET 1 OF 1



“The Heart of the Maine Coast”

Lincolnville, Maine

Much has been written about the mid coast of Maine and that includes Lincolnville, the nearby towns and the popular sailing destination of Penobscot Bay, and all the many islands. If you are not familiar with the area, we have included a few links to some very interesting and informative websites.

[Take Me 2 Lincolnville Maine](#)

[Lincolnville Maine](#)

[Penobscot Bay Search](#)

TOWN OF LINCOLNVILLE

493 Hope Road

Lincolnvill, ME 04849

For the Fiscal year July 1, 2018 to June 30, 2019

OFFICE HOURS

Monday thru Thursday 8:30am - 5:00pm

Friday 8:30am - 4:30pm

Telephone: (207) 763-3555 - Fax: (207) 763-4545

**THIS IS THE ONLY BILL
YOU WILL RECEIVE**WALKER, ROBERT P & YVONNE C (JT)
11 WHITE BIRCH WAY
WAPPINGERS FALLS NY 12590**2018 REAL ESTATE TAX BILL****CURRENT BILLING INFORMATION**

LAND VALUE	\$449,600.00
BUILDING VALUE	\$444,700.00
TOTAL: LAND & BLDG	\$894,300.00
FURNITURE & FIXTURES	\$0.00
COMPUTER EQUIPMENT	\$0.00
MACHINERY & EQUIPMENT	\$0.00
MISCELLANEOUS	\$0.00
TOTAL PER. PROP.	\$0.00
HOMESTEAD EXEMPTION	\$0.00
OTHER EXEMPTION	\$0.00
NET ASSESSMENT	\$894,300.00
TOTAL TAX	\$15,113.67
LESS PAID TO DATE	\$0.00

TOTAL DUE  **\$15,113.67**MAP/LOT: 014-040-C
LOCATION: 29 WATERS EDGE DR
ACREAGE: 1.36
ACCOUNT: 002026 REMIL RATE: 16.9
BOOK/PAGE: B2310P38 10/01/2002FIRST HALF DUE: \$7,556.84
SECOND HALF DUE: \$7,556.83**TAXPAYER'S NOTICE**

INTEREST AT 8% PER ANNUM IS CHARGED BEGINNING ON 10/04/2018 AND 04/04/2019.

This is your property tax bill. You have the option to pay the entire amount by 10/03/2018, or you may pay in two installments; the first payment is due by 10/03/2018 and the second payment is due by 04/03/2019. Past due amounts are not included on this tax bill.

As per State Statute, the ownership and taxable valuation of all real and personal property subject to taxation is assessed as of April 1, 2018. If you sold your real estate after April 1, 2018, please forward a copy of this bill to the new owner. If your mortgage holder pays your taxes, please forward a copy of this bill to them immediately and contact them prior to the due date to ensure timely payment. Without State Aid to Education, State Revenue Sharing and Homestead Exemption reimbursement, your tax bill would have been 8.6% higher.

If a receipt is desired, please send self-addressed stamped envelope with your payment. After eight months and no later than one year from the date of commitment, a lien will be placed on all property for which taxes remain unpaid.Please inform us of any change of mailing address.

An application for abatement based on overvaluation must be filed by the taxpayer within 185 days from the commitment of the tax.

As of August 13, 2018 the Town of Lincolnvill has outstanding bonded indebtedness in the amount of \$2,993,672.00.

CURRENT BILLING DISTRIBUTION

WALDO COUNTY	\$1,828.75	12.1%
MUNICIPAL	\$2,312.39	15.3%
EDUCATION	\$10,972.52	72.6%
TOTAL	\$15,113.67	100.000%

REMITTANCE INSTRUCTIONS

Please make check or money order payable to

TOWN OF LINCOLNVILLE

493 Hope Road

Lincolnvill, ME 04849

OR you can pay online via our town website:

www.town.lincolnvill.me.us

(2.5% Maine.gov fee applies)

****POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED VIA 1ST CLASS MAIL****

TOWN OF LINCOLNVILLE, 493 HOPE ROAD, LINCOLNVILLE, ME 04849

ACCOUNT: 002026 RE
NAME: WALKER, ROBERT P & YVONNE C (JT)
MAP/LOT: 014-040-C
LOCATION: 29 WATERS EDGE DR
ACREAGE: 1.36

DUE DATE	AMOUNT DUE	AMOUNT PAID
04/03/2019	\$7,556.83	

PLEASE REMIT THIS PORTION WITH YOUR SECOND PAYMENT

TOWN OF LINCOLNVILLE, 493 HOPE ROAD, LINCOLNVILLE, ME 04849

ACCOUNT: 002026 RE
NAME: WALKER, ROBERT P & YVONNE C (JT)
MAP/LOT: 014-040-C
LOCATION: 29 WATERS EDGE DR
ACREAGE: 1.36

DUE DATE	AMOUNT DUE	AMOUNT PAID
10/03/2018	\$7,556.84	

PLEASE REMIT THIS PORTION WITH FIRST YOUR PAYMENT

SELLER'S PROPERTY DISCLOSURE

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 the Seller and any buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

PROPERTY LOCATED AT: 29 Waters Edge Drive, Lincolnville, ME

SECTION I. WATER SUPPLY

TYPE OF SYSTEM: ☐ Public ☒ Private ☐ Seasonal ☐ Unknown
☒ Drilled ☐ Dug ☐ Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump: ☐ Yes ☒ No ☐ N/A

Quantity: _____ ☐ Yes ☒ No ☐ Unknown

Quality: ☒ Yes ☐ No ☐ Unknown

If YES to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? _____ ☒ Yes ☐ No

IF YES: Date of most recent test: 07/19/2016 Are test results available? _____ ☒ Yes ☐ No

To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? ☒ Yes ☐ No

IF YES, are test results available? _____ ☒ Yes ☐ No

What steps were taken to remedy the problem? Installed Home Water chlorination and treatment system

• IF PRIVATE:

INSTALLATION: Location: At home

Installed BY: _____ DATE of Installation: 2002

What is the source of your information: _____

USE: Number of Persons currently using system? 1 home

Does system supply water for more than one household? _____ ☐ Yes ☒ No ☐ Unknown

COMMENTS: E Coli problem solved w/installation of in-house chlorination and water treatment system in 2016. Tests now normal.

SECTION II. WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☐ Public ☒ Private ☐ Quasi-Public _____ ☐ Unknown

• IF PUBLIC OR QUASI-PUBLIC:

Have you experienced any problems such as line or other malfunctions? _____ ☐ Yes ☐ No

What steps were taken to remedy the problem? _____

• IF PRIVATE:

TANK: ☒ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: _____

Tank Size: ☐ 500 Gal. ☐ 1000 Gal. ☐ Unknown ☒ Other: 1500 Gal.

Tank Type: ☒ Concrete ☐ Metal ☐ Unknown ☐ Other: _____

Location: Behind home OR ☐ Unknown Date of Installation: 2003

Date Last Pumped: 2016 Name of Company Pumping Tank: Interstate Septic Systems

Have you experienced any malfunctions? _____ ☐ Yes ☒ No

If yes, give the date and describe the problem: _____

Date of Last Servicing of tank: _____ Name of Company Servicing Tank: _____

LEACH FIELD: _____ ☒ Yes ☐ No ☐ Unknown

IF YES: Location: Behind home

Date of installation of leach field: 2003

Installed by: _____

Date of Last Servicing of leach field: _____ Name of Company Servicing leach field: _____

Have you experienced any malfunctions? _____ ☐ Yes ☒ No

If yes, give the date and describe the problem & what steps were taken to remedy: _____

Does Seller have records of the septic system design indicating the number of bedrooms the system was designed for? _____ ☒ Yes ☐ No

IF YES, is it available? Yes

SOURCE OF INFORMATION: _____

COMMENTS: _____

IS SYSTEM LOCATED IN A SHORELAND ZONE?: _____ ☒ Yes ☐ No ☐ Unknown

Is System located in a Coastal Shoreland Zone? _____ ☒ Yes ☐ No ☐ Unknown

2014

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Buyer(s) Initials

Seller(s) Initials

RW

WV

2014 Updated Forms

Krainin Real Estate, P.O. Box 464 South Casco, ME 04077

Margaret Krainin

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026

www.zipLogix.com

02/27/19 2:10 PM EST dotloop verified

02/27/19 2:10 PM EST dotloop verified

PROPERTY LOCATED AT 29 Waters Edge Drive, Lincolnville, ME

SECTION III. HEATING SYSTEM(S)/SOURCES(S)

Heating System(s)/Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S)	Hot Water			
Age of system(s)/source(s)	2002			
Name of company that services system(s)/source(s)	Jim's Burner Service			
Date of most recent service call	Nov 2018			
Annual consumption per system/ source (i.e., gallons, kilowatt hours, cord(s))				
Malfunction per system(s)/ source(s) within past 2 years	0			
Other pertinent information	Oil Burner			

Buried Oil Supply Line: ☐ Yes ☒ No ☐ Unknown Sleeved: ☐ Yes ☐ No
 Chimney(s) ☒ Yes ☐ No If yes, lined: ☒ Yes ☐ No ☐ Unknown Last Cleaned: _____
 Is more than one heat source vented through one flue? ☐ Yes ☒ No ☐ Unknown Had a chimney fire: ☐ Yes ☒ No ☐ Unknown
 Has chimney been inspected? ☐ Yes ☒ No ☐ Unknown; If Yes, when: _____ Power Vent: ☐ Yes ☒ No ☐ Unknown
 COMMENTS: _____

SECTION IV. HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

- A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 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 above: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Have you experienced any problems such as leakage? _____
 Are tanks registered with the Dept. of Environmental Protection? ☐ Yes ☐ No ☐ Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? ☐ Yes ☐ No ☐ Unknown
 Comments: _____
- B. ASBESTOS - Current or previously existing:
 • as insulation on the heating system pipes or duct work? ☐ Yes ☒ No ☐ Unknown
 • in the siding? ☐ Yes ☐ No ☐ Unknown • in the roofing shingles? ☐ Yes ☒ No ☐ Unknown
 • in flooring tiles? ☐ Yes ☐ No ☐ Unknown • other: _____ ☐ Yes ☒ No ☐ Unknown
 IF YES: Source of Information: _____
 COMMENTS: _____
- C. RADON/AIR - Current or previously existing:
 Has the property been tested? ☒ Yes ☐ No ☐ Unknown
 IF YES: Date: 2011 By: AccuStar Labs
 Results: 0.8 pCi/L in basement (NI) If applicable, What remedial steps were taken? Subslab radon fan in operation
 Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown
 Are test results available? ☐ Yes ☐ No Results & Comments: _____
- D. RADON/WATER - Current or previously existing:
 Has the property been tested? ☒ Yes ☐ No ☐ Unknown
 IF YES: Date: 2014 By: Maine Water
 Results: 611 pCi/L (normal) If applicable, What remedial steps were taken? _____
 Has the property been tested since remedial steps? ☐ Yes ☐ No ☐ Unknown
 Are test results available? ☐ Yes ☐ No Results & Comments: _____
- E. LEAD-BASED PAINT/PAINT HAZARDS - Current or previously existing: (Note: Lead-based paint is most commonly found in homes constructed prior to 1978; See EPA Disclosure brochure/form and Maine Lead Warning for more information)
 Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property? ☐ Yes ☒ No ☐ Unknown
☐ Unknown but possible due to age
 IF YES, describe location and the basis for the determination: _____
 Do you know of any records or reports pertaining to such lead-based paint or lead-based paint hazards? ☐ Yes ☒ No
 IF YES, describe: _____
 Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☒ No
 COMMENTS: _____

PROPERTY LOCATED AT 29 Waters Edge Drive, Lincolnville, ME

F. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☒ No ☐ Unknown

LAND FILL: ☐ Yes ☒ No ☐ Unknown

RADIOACTIVE MATERIAL: ☐ Yes ☒ No ☐ Unknown

OTHER: _____

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

SECTION V. 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 way, private road/homeowner associations or restrictive covenants? ☒ Yes ☐ No ☐ Unknown

IF YES: Explain: See subdivision covenants

What is your source of information: Deed

Are there any tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

• Leased Equipment (e.g., propane tank, hot water heater, satellite dish): Type: Outside propane tank for generator provided by Consumers, no costs

• Year Principal Structure Built: 2002-2003 What year did Seller acquire property? Yes

• Roof: Year Built - Structure: 2002-2003 Year Shingles/Other Installed: 2018-Reshingled

Water, moisture or leakage: None known

Comments: _____

• Foundation/Basement: Sump Pump: ☐ Yes ☒ No ☐ Unknown Comments: _____

Water, moisture or leakage since you owned the property: ☐ Yes ☒ No ☐ Unknown Comments: _____

Knowledge of prior water, moisture or leakage: ☐ Yes ☒ No ☐ Unknown Comments: _____

• Mold: Has the property ever been tested for mold? ☐ Yes ☒ No ☐ Unknown If YES, are test results available? ☐ Yes ☐ No

• Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: _____ ☐ Unknown

• Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown If YES, is the survey available? ☒ Yes ☐ No

• Manufactured Housing: Mobile Home - ☐ Yes ☒ No ☐ Unknown Modular - ☐ Yes ☒ No ☐ Unknown

• KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety:

Private road still owned and maintained by developer. No existing Homeowner's or Road Association or fees.

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☒ Yes ☐ No

SECTION VI. ADDITIONAL INFORMATION

Harbourpointe Restrictive covenants attached.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

Robert Walker

dotloop verified
02/27/19 5:00 PM EST
JYGZ-KGPL-5N5G-TBQP

DATE

Walker

dotloop verified
02/27/19 2:10 PM EST
NIYK-BBIC-UO9F-TN1O

DATE

SELLER

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

DATE

BUYER

DATE



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2014 Updated



Have you tested your well water for arsenic?



Your water looks, smells and tastes fine. So why do you need to test it?

It is hard to believe that water that looks, smells and tastes fine may not be safe to drink. But the truth is that 1 in 10 wells in Maine has water that is high in arsenic. There are wells high in arsenic in all parts of Maine.

Protect your family. Test your well for arsenic every 3 to 5 years.

How to Test Your Well Water

1. Call a lab.

- Call a certified lab and ask for an arsenic test kit for your well water. You can find a lab at this website: wellwater.maine.gov. Or call the Maine Lab Certification Officer at 207-287-1929.
- If you have never tested your well water for bacteria, nitrites and nitrates, or other chemicals like radon, uranium and fluoride, ask your lab for a test kit for all of these.

2. Do the test.

- Your test kit will arrive in the mail. It will have empty bottles, directions and forms to fill out.
- Follow the directions and mail the bottles back to the lab with the forms.
- Watch a video on how to do a water test: youtube.com/user/MainePublicHealth

3. Get your results.

- Your test results will come to you in the mail.
- If you have too much arsenic in your water, or if you are not sure you understand your test results, call 866-292-3474 (toll-free in Maine) or 207-287-4311 to speak to an expert.

Why Arsenic is Bad

People who drink water with too much arsenic for many years are more likely to get cancer. Arsenic can cause skin, bladder and lung cancers.

It may cause low birthweight and affect brain development in babies if pregnant women drink water with too much arsenic in it. Arsenic can also affect brain development in young children. Other problems from drinking water with very high arsenic levels include: stomach pain, nausea, diarrhea, numbness or tingling in the hands and feet and changes in skin.

Your chance of having any of these health problems depends on:

- how much arsenic is in your water;
- how much water you drink;
- how long you have been drinking the water.

Solving Arsenic Problems

There are actions you can take to protect your family if your water has too much arsenic. First, you can switch to bottled water for drinking and making drinks. This will allow you time to decide if you want to install a water treatment system.

Call us at 866-292-3474 (toll-free in Maine) or 207-287-4311 if you have high arsenic. We can help you decide how to solve the problem.

Protect your family. Test your well.

- For more information: wellwater.maine.gov
- Call for advice: **866-292-3474 • TTY: Call Maine Relay 711**



Paul R. LePage, Governor

Maine Center for Disease
Control and Prevention
An Office of the
Department of Health and Human Services

Mary C. Mayhew, Commissioner

April 2015



Fact Sheet: Arsenic Treated Wood

Maine CDC
Environmental and
Occupational Health Program

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- **NEVER** burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
www.maine.gov/dhhs/
eohp

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned buyer, as the successful bidder at a certain auction of the real property described below or on Exhibit A, herein agrees to purchase said real estate in accordance with the following terms and conditions:

1. Seller(s): Robert P. and Yvonne C. Walker Buyer(s): _____
Street: 11 White Birch Way Street: _____
City/State/Zip: Wappingers Falls, NY 12590 City/State/Zip: _____
Telephone #: _____ Telephone #: _____

2. Property: ☐ Land ☒ Land & Buildings ☐ Condo ☐ Other: _____
Street Address: 29 Water's Edge Drive City/Town: Lincolnvile
County: Waldo State: Maine

As described as: A 3,559 sq.ft. contemporary style ocean front home on a 1.36 acre lot. Also known as Tax Map 14, Lot 40-C with deed recorded at the Waldo County Registry of Deeds at Book 2310, Page 38. Subject to covenants of record.

3. BID PRICE (HAMMER PRICE): \$ _____

12% BUYER'S PREMIUM: \$ _____

TOTAL PURCHASE PRICE DUE FROM BUYER: \$ _____

INITIAL DEPOSIT, to be held by Paul McInnis LLC
Escrow Account, Receipt of which is acknowledged
and is NON-REFUNDABLE, except as provided below: \$ 10,000

Additional Deposit: (Increase deposit to total of
10% of the Total Purchase Price) \$ _____

BALANCE DUE AT TRANSFER OF TITLE: \$ _____

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before May 17th, 2019 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at the Waldo County Registry of Deeds in Belfast, Maine on May 17th at 10:00 a.m..

5. Title shall be transferred by Warranty deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".

Seller

Buyer

6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$2,500 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*).
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a Maine contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: NONE
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

15. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property X does ___ does not contain a septic system within a shoreland area. If the property does contain a septic system located in a shoreland area, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

COASTAL SHORELAND AREA: Seller represents that the property X does ___ does not include a subsurface waste water disposal system within a coastal shoreland area as described in Title 38, section 435.

Should the real estate include a subsurface waste water disposal system located within a coastal shoreland area, the Buyer shall prior to purchase, have the system inspected by a person certified by the Department of Health and Human Services. If it is impossible to have the system

Seller

Buyer

inspected prior to purchase due to weather conditions, the inspection must be performed within 9 months after transfer of the property. If the inspection finds that the system is malfunctioning, the system must be repaired or replaced within one year after transfer of the property. Buyer acknowledges that results of inspection will NOT affect any terms of this real estate purchase and sale agreement including but not limited to the price and terms agreed upon as well as Buyers decision to go forward with the purchase of the property.

System inspections are not required under the following circumstances:

- A subsurface waste water disposal system has been installed pursuant to section 4211 and rules adopted under Title 22, section 42 within 3 years prior to the closing date of the transfer of property.
- The Seller of the shoreland property has a written inspection report for an inspection of the subsurface waste water disposal system that was performed within 3 years prior to the date of the transfer of property by a person certified by the Department of Health and Human Services and the Seller has provided the inspection results to the buyer.
- If the Buyer certifies to the local plumbing inspector that the Buyer will replace the subsurface waste water disposal system within one year of the transfer of property.

REAL ESTATE WITHHOLDING: Seller acknowledges that non-Maine residents who sell real property located in Maine are subject to a withholding from the total sale price of the property, to be used as an estimated tax payment towards any Maine tax liability on the gain realized from the sale. The Buyer of the property will withhold and remit the Real Estate Withholding money to Maine Revenue Services, unless an exemption or waiver has been obtained from Maine Revenue Services prior to the closing.

16. Addenda Attached ☐ Yes, ☒ No

17. Additional Terms:

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of April, 2019.

Witness

Seller: _____ Date

Witness

Seller: _____ Date

Witness

Buyer: _____ Date

Witness

Buyer: _____ Date

Revised: February 2019

© 2019 Paul McInnis LLC

Seller

Buyer

12205

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

THAT BLUE CYPRESS DEVELOPMENT, LLC, having been incorrectly deeded under BLUE CYPRESS LAKE DEVELOPMENT, LLC under deed dated July 2, 2002, is a Limited Liability Company organized and existing under the laws of the State of Colorado, and having a place of business at 8101 East Prentice Avenue, Suite 510, Greenwood Village, in the County of Arapahoe and State of Colorado, in consideration of One Dollar (\$1.00) and other valuable consideration paid by ROBERT P. WALKER and YVONNE C. WALKER, whose mailing address is 11639 Timberline Circle, Fort Myers, FL 33912, the receipt of which it does hereby acknowledge, does hereby give, grant, bargain, sell and convey all of its right, title and interest unto the said ROBERT P. WALKER and YVONNE C. WALKER, as joint tenants according to the principles of joint tenancy and not as tenants in common, their heirs and assigns forever, a certain lot or parcel of land, together with buildings thereon, situated in the Town of Lincolnville, County of Waldo and State of Maine, being depicted as Lot #3 according to Subdivision Plan of "Harbour Pointe on Penobscot Bay" by Northern Geo-Services, Philip Reed, RLS, dated December 4, 1999 and recorded in the Waldo County Registry of Deeds, Plan Drawer 18, Page 64, and being more particularly bounded and described in the Schedule A attached hereto.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said ROBERT P. WALKER and YVONNE C. WALKER, as joint tenants according to the principles of joint tenancy and not as tenants in common, their heirs and assigns, to them and their use and behoof forever.

AND the said Grantor Company does hereby covenant with the said Grantees, their heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all encumbrances; that it has good right to sell and convey the same to the said Grantees to hold as aforesaid; and that it and its successors shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said BLUE CYPRESS DEVELOPMENT, LLC, through Lighthouse Point Development, LLC, its sole member, has caused this instrument to be sealed with its company seal and signed in its company name by Gary R. Gorman, Member/Manager, thereunto duly authorized this 23rd day of September, 2002.

Signed, sealed and delivered
in the presence of

BLUE CYPRESS DEVELOPMENT, LLC
through Lighthouse Point Development
its sole member

Witness

By:

Gary R. Gorman, Member/Manager

"Maine Real Estate
Transfer Tax Paid"

STATE OF COLORADO
COUNTY OF ARAPAHOE, ss.:

September 23, 2002

Then personally appeared before me the above-named Gary R. Gorman and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,



My Commission Expires 02/16/2003

Alice Faye Cree
Notary Public

Type or Print Name: Alice Faye Cree
My Commission Expires: 10-16-2003

SCHEDULE A

A certain lot or parcel of land, together with buildings thereon, situated in the Harbor Point Subdivision in the Town of Lincolnville, County of Waldo and State of Maine, being Lot #3 according to Subdivision Plan of "Harbour Pointe on Penobscot Bay" by Northern Geo-Services, Phillip Reed, RLS, dated December 4, 1999 and recorded in the Waldo County Registry of Deeds in Plan Drawer 18, Page 64, and being more particularly bounded and described as follows:

BEGINNING at a 5/8-inch iron rod and cap located on the southerly side of Harbour Pointe Drive (the portion running approximately parallel to Penobscot Bay) and at the northwesterly corner of line of Lot #2 in said Subdivision; thence South 22°52'27" East along the southwesterly sideline of Lot #2, two hundred ninety-two and twenty-four hundredths (292.24) feet to an iron rod located at or near the top of the bank; thence continuing same course forty-six and fifty-two hundredths (46.52) feet to the waters of Penobscot Bay; thence generally southwesterly along the shore of Penobscot Bay to a point which bears South 21°47'43" East and is approximately forty-three and eighty-hundredths (43.80) feet from an iron rod at the top of the bank; thence North 21°57'43" West, forty-three and eighty-hundredths (43.80) feet to an iron rod at the top of the bank (which iron rod is South 33°11'28" West, one hundred ninety-three and six-hundredths (193.06) feet from the other iron rod referred to at the top of the bank); thence North 21°47'43" West, three hundred seventy-nine and two-hundredths (379.02) feet along the easterly sideline of Lot #4 to an iron rod on the southerly sideline of Harbour Pointe Drive; thence North 59°17'33" East along the southerly sideline of Harbour Pointe Drive, one hundred fifty-four and forty-eight (154.48) feet to an iron rod marking the place of beginning.

Grantors hereby **GRANT AND CONVEY** all of their right, title and interest in and to the shore and flats in front of and appurtenant to the above-described premises.

The above-described parcel is a portion of the land conveyed to Richard Nightingale and James Munroe by deed of William Munroe dated April 7, 2000 and recorded in the Waldo County Registry of Deeds in Book 1987, Page 057. REFERENCE is also made to Survey of Lot #3 by Phillip Reed, RLS of Northern Geo-Services.

Grantors also hereby **GRANT AND CONVEY** the right of ingress and egress, in common with others, over and across the roadway shown on said Subdivision Plan as Harbour Point Drive, including the rights of ingress and egress to U.S. Route 1 to and from the above-described premises.

Grantors also hereby **GRANT AND CONVEY** the right, in common with others, to connect to underground utilities passing from U.S Route 1 to the herein conveyed parcel.

Conditions of subdivision approval of this project provide that no lot in the Subdivision may be divided or subdivided without approval of the Planning Board. Principal structures in

the subdivision will be constructed with the lowest floor, including the basement, at least one (1) foot above the 100-year flood elevation. Structures on lots in the development are to be constructed in accordance with Article 1B of the Subdivision Ordinance of the Town of Lincolnville, Maine.

The above-described premises is also SUBJECT to the following express covenants which shall run with the land and be enforceable by the Grantors, their heirs and assigns, upon the breach thereof, and which the Grantee, for itself, its successors and assigns, by the acceptance of this deed, agree to comply with:

All of the following covenants and restrictions shall continue and remain in full force and effect at all times as against the owner of any lot in said Subdivision regardless of how he acquired title for a period ending December 31, 2028, on which date these covenants and restrictions shall terminate and end and thereafter be of no further legal or equitable effect on said premises or any owner thereof; provided, however, that these covenants and restrictions shall be automatically extended for a period of ten (10) years and thereafter in successive ten-year periods, unless on or before the end of one of such extension periods or the base period, the owners of the majority of the lots in the Subdivision shall by written instrument duly recorded declare a termination of the same, provided further that in the event the provisions hereunder or any of them are declared void by a court of competent jurisdiction, then in that event such terms shall be reduced to a period of time which shall not violate the laws of the State of Maine. Further, that in the event that any one or more of the foregoing covenants or restrictions shall be declared for any reason to be null and void by a court of competent jurisdiction, such judgment or decree shall not in any manner affect, modify, change or nullify any of the other covenants or restrictions not so declared to be void, but all of the remaining covenants and restrictions shall continue unimpaired and in full force and effect.

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Except as otherwise provided herein, with respect to rights reserved to the developer, if the owner or owners of any lots within the subdivision or their heirs or assigns shall violate any of the covenants hereinafter set forth, it shall be lawful for any other person owning real property situated in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants and for the purpose of preventing him from doing so or to recover damages for such violation or both.

Covenant #1. The premises shall be used for single-family residential purposes only provided, however, that the premises may be used for low intensity home business related uses, not generating significant traffic volume. Home businesses involving crafts, arts or professions operated solely by family members occupying the residence may be permitted. One lot as shown in the subdivision plan shall be the minimum building area upon which a single-family residence and no more than one outbuilding may be constructed. One or more lots may be utilized as a single building lot. All residences shall have a garage, whether attached or detached, which shall be solely for the use of the occupants or the residents to which they are appurtenant. Nothing herein shall be construed to prevent the construction and maintenance of a properly licensed and authorized pier or dock.

Covenant #2. No lot within the subdivision shall be further subdivided. All siding, construction, excavation, sewage disposal and water supply shall be in accordance with all applicable local and state laws, codes, ordinances and regulations.

Covenant #3. Any structure erected or placed upon the property shall be placed upon a permanent foundation. All foundations shall be fully enclosed.

Covenant #4. Noxious, dangerous, offensive or unduly noisy activities of any nature will not be carried on upon any parcel.

Covenant #5. All utilities servicing a lot shall be placed and maintained underground.

Covenant #6. Towers, antennas, satellite dishes for TV reception, solar collectors or solar heating panels or other structures shall not be permitted on any lot or attached to any building except one conventional TV antennas shall be permitted and, further, a satellite dish not to exceed two feet in diameter shall be permitted. Clotheslines shall not be maintained upon the premises except for umbrella style clotheslines, which shall be permitted provided that they are screened from public view.

Covenant #7. The premises shall not be used for storage of trailers or motor homes, nor shall the premises be used for storage of lobster traps, lobster fishing gear, boats or fishnets unless such property is stored within an enclosed garage. No mobile homes, trailers or motor homes shall be used for residential purposes on any lot and no animals except usual and customary household pets may be kept and maintained on any lot.

Covenant #8. No A-frame building or log cabin style structures shall be erected or permitted on any lot.

Covenant #9. Any building erected on any lot shall have the outside of its exterior alls covered with brick, stone, stucco, wood or wood veneer. Other wall coverings, such as vinyl or aluminum siding, may be permitted, subject, however, to prior approval of the developer, whose opinion on such matters shall be final. At such time as all lots within the subdivision have been sold from the developer, such prior approval may be given from the road association which services the subdivision. Roofing shingles shall be architectural style, laminated or flat multiple layered or contoured shingles. Any roofing materials shall require the prior approval of the developer or the Association as provided herein. Any wood materials used in connection with the outside walls or trim of any building shall be finished, treated, stained or painted provided that natural cedar shingles are permitted.

Covenant #10. Amended. See below.

Covenant #11. The exterior of any building and the landscaping the grading in connection therewith shall be finished and completed with twelve (12) months from the start of construction. No dwelling shall be occupied as a residence until it is completed. No temporary buildings shall be placed upon the premises. Walls, fences and hedges may be erected or grown, but shall be no higher than three (3) feet, nor shall any fence or hedge be erected which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision.

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Covenant #12. Richard Nightingale and James Munroe have transferred to the Inhabitants of the Town of Lincolnville a certain View Easement over land within the Harbor Point Subdivision and also over other land conveyed to them by deed of William B. Munroe dated April 7, 2000. All lot owners within the Subdivision hereby agree to keep and maintain said View Easement and to contribute equally toward any expense, including reasonable attorney's fees, which may be incurred by the Inhabitants of the Town of Lincolnville in enforcing the Terms and Conditions of the View Easement as recorded in the Waldo County Registry of Deeds in Book 2002, Page 207.

The Restrictive Covenants presently recorded in the Waldo County Registry of Deeds in Book 1987, Page 074 have been AMENDED in the following manner:

1. Covenant #10 as set forth in said original Restrictive Covenants, relating to the minimum building size to be committed on the site, is hereby amended by deleting such covenant and inserting the following: "The total area of any dwelling shall contain a minimum living space of two thousand four hundred (2,400) square feet, excluding decks, patios, porches, breezeways and attached garages."
2. The Covenants are amended by the addition of the following:

"Covenant #12. Within eight (8) months following the sale of the first lot or lots within the Subdivision, the developers, Richard Nightingale and James Munroe, hereby covenant and agree that they will cause all roadways found in the Subdivision Plan located within the area of the Subdivision to be hot topped to a minimum of two (2) inches of compacted asphalt."
3. Exterior color scheme shall be compatible with the other dwellings in the project. Developer will review the color scheme until 75% of the units are sold.
4. Architectural Review. Before any dwelling is erected or altered on any lot, plans and specifications must be submitted by the owner for approval to Richard Nightingale and James Munroe, hereinafter referred as "the Developers," together with a site plan showing the proposed location of the structures on the lot and the proposed location of the septic tank and leaching field. Additional information to be submitted includes design, site location (including view considerations for other lot owners), roofline, color, exterior materials, window treatments and landscaping plan. Developers may, in their discretion, request such further information as they wish in order to evaluate the architectural character of the proposed improvements. Within thirty (30) days following submission of all requested data, the Developers shall approve, approve with conditions or disapprove the proposed improvements. In exercising their authority under this paragraph, the Developers shall apply the standard of whether the proposed improvements are compatible with the other structures located within the subdivision and are otherwise compatible with the neighborhood. Approval of the site plan and related data shall not be

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unreasonably withheld. The Developers may, in their full judgment and discretion, assign the right to approve site plans, colors, designs and other considerations set forth in this covenant to other lot owners within the subdivision or an association of lot owners. No construction shall take place, however, until the plan has been approved by the Developers or their assigns.

The Developers may, prospectively, adopt and modify from time to time, in their discretion, minimum guidelines, criteria or standards in connection with their exercise of architectural review, including minimum landscaping requirements, but shall not be liable to any owner due to the exercise or non exercise of architectural control hereunder.

In the event this covenant is violated or any improvement is made without first obtaining approval, the Developers or their assigns shall have the right to injunctive relief to stop, remove and/or alter any improvement, together with the right to recover reasonable legal fees and expenses.

ALSO GRANTING AND CONVEYING such easements as set forth in a certain Declaration of Easements and Maintenance Agreement for Harbor Point on Penobscot Bay recorded in the Waldo County Registry of Deeds in Book 2066, Page 163, which easements are to be used in common with these Grantors and others having the right to use the same.

FOR REFERENCE see Warranty Deed of Richard Nightingale and James Munroe to Blue Cypress Lake Development, LLC, dated July 3, 2002 and recorded in the Waldo County Registry of Deeds in Book 2274, Page 259.

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ATTEST, *Deloris Page*
REGISTER OR DEEDS

How to Bid Online



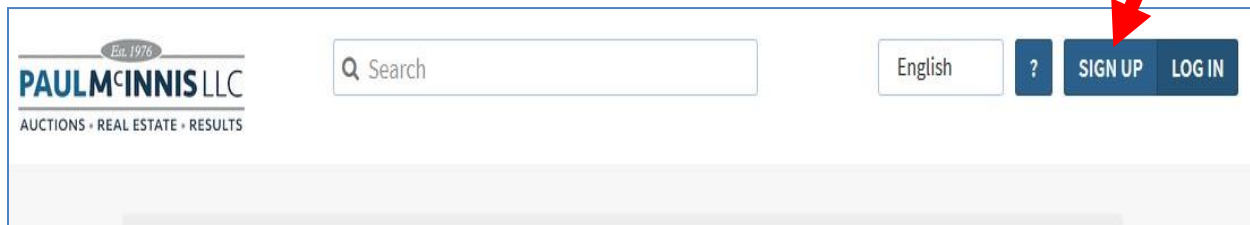
BID ONLINE

Paul McInnis LLC is pleased to offer online bidding for many of its auction sales. If you would like to participate in online bidding for the real estate located at 27 Water's Edge Drive, Lincolnville, ME, your Registration Deposit and Online Bidder Registration Form must be received by the auctioneer's office no later than Wednesday, April 3rd @ 10:00 a.m.

A \$10,000 deposit will be required as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the Total Purchase Price no later than April 5th at 4:00 p.m., with the balance due at closing within 45 days of the auction. A 12% Buyer's Premium will be added to the high bid price to become the Total Purchase Price. Subject to all Terms of Sale.

You can access the online auction portal, *NextLot*, by going to our website and clicking on - *View Online Auction*.

When you have connected with the *NextLot* portal, click **"SIGN UP"** located in the upper right-hand corner of your screen as shown below. Here you will register and create your *NextLot* account.



Please contact the auction office at admin@paulmcinnis.com or 603-964-1301 with any questions.



One Juniper Road, North Hampton, NH 03862
Phone: (603) 964-1301 paulmcinnis.com Fax: (603) 964-1302

ONLINE BIDDER REGISTRATION FORM

BIDDING STARTS: Wednesday, March 27th at 9:00 a.m.
BIDDING ENDS: Wednesday, April 3rd at 3:00 p.m.
PROPERTY: 29 Water's Edge Drive, Lincolnville, ME

FIRST NAME, MIDDLE INITIAL, & LAST NAME
HOME ADDRESS
CITY, STATE, & ZIP CODE
PREFERRED PHONE NUMBER
EMAIL ADDRESS

REGISTRATION: In order to receive a bidder number, a **Registration Deposit** of Ten Thousand Dollars (\$10,000) made payable to Paul McInnis LLC is to be delivered to the office of the Auctioneer. The Successful Bidder will be required to tender an **EARNEST MONEY DEPOSIT** equal to Ten Percent (10%) of the Total Purchase Price, and sign the Purchase and Sale Agreement no later than Friday, April 5th at 4:00 p.m. Should the successful bidder fail to execute the Purchase and Sale Agreement and tender the **EARNEST MONEY DEPOSIT**, the Bidder agrees to forfeit the **Registration Deposit** which shall become a **NON-REFUNDABLE, NON-COMPLIANCE FEE**.

TERMS: A \$10,000 deposit will be required as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the Total Purchase Price no later than April 5th at 4:00 p.m., with the balance due at closing within 45 days of the auction. A 12% Buyer's Premium will be added to the high bid price to become the Total Purchase Price. Subject to all Terms of Sale.

I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.

PRINT BIDDER'S NAME:

SIGNATURE OF BIDDER:

DATE:

19PM-07 Reviewed By:

NAME ON CREDIT CARD		CREDIT CARD NUMBER (MasterCard or Visa)
EXPIRATION DATE		BILLING ZIP CODE
CVV		