

# PROPERTY INFORMATION PACKAGE

**Keenan  
Auction  
Company®**

**Bowlin Camps**  
**LODGE**  
**A Maine Tradition Since 1895**

**RM Realty of Maine**  
*Sale in cooperation with Deborah  
Henderson, of the Maine Outdoor  
Properties Team at Realty of Maine*



*Our 8,524<sup>th</sup> Auction*

**Timed Online Real Estate Auction 23-25**

**Riverfront Sporting Lodge & Cabins**

**RE: Bowlin Camps Lodge**

**1737 Bowlin Pond Rd., TWP 4&5, Range 8, Maine**

**Bidding Begins: Sunday, February 26, 2023 at 9AM**

**Bidding Ends: Tuesday, March 14, 2023 at 1PM**

**1,462' River Frontage | (13) Private Cabins | (14) Outbuildings | Near Baxter State Park**  
**Sale includes operating equipment, furnishings & supplies**



Keenan Auction Company, Inc.  
2063 Congress Street  
Portland, Maine 04102  
(207) 885-5100  
www.KeenanAuction.com  
info@KeenanAuction.com  
Richard J. Keenan  
ME R.E. LIC. #2175  
ME AUCT. LIC. #236



February 3, 2023

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **Timed Online Real Estate Auction 23-25**: Real estate consists of a 28+/- acre parcel with 1,462+/- feet of river frontage and is improved by the sporting lodge and cabins known as Bowlin Camps Lodge. The auction will be held via a timed online auction beginning on Sunday, February 26, 2023 at 9AM and ending on **Tuesday, March 14, 2023 at 1PM on the online bidding website, Proxibid.com**. Please find our detailed Property Information Package enclosed for your review.

The above property is subject to a **\$20,000** hold on a valid Visa or MasterCard card in order to be approved to bid for this sale. The highest bidder must submit a deposit in cash, bank cashier's check, or wire transfer, which equates to 10% of the final purchase price within 24 hours following the close of the auction. Upon receipt of the 10% deposit, Auctioneer will reverse the hold on the buyer's credit card. The balance of the purchase will be due and payable within **45 days** from date of auction. Holds for the unsuccessful bidders will be released after the conclusion of the bidding. There will be an **11% buyer's premium** added to the high bid price to equate the final purchase price. The property will be sold by public auction subject to all outstanding municipal assessments. Conveyance of the property will be by Quitclaim Deed With Covenants. All other terms will be announced at the public sale and/or posted to the online bidding site.

**Auctioneer's Note:** The Keenan Auction Company is pleased to have been selected to work in cooperation with Deborah Henderson of the Maine Outdoor Properties Team at Realty of Maine in the sale of one of Maine's premier sporting complexes. Located on the East Branch Penobscot River with some of the finest fly fishing in Maine, Bowlin Camps Lodge has been serving outdoor enthusiasts since 1895. It is located near Baxter State Park, is on the ITS-85 snowmobile trail system, and is adjacent to thousands of acres of the Katahdin Woods & Water National Monument. The current owners and staff have been excellent stewards to the 128 year old facility and are now retiring leaving an opportunity to own one of Maine's iconic sporting camps. Please join us at the scheduled preview dates to view this exciting property.

Online Bidding Powered By: **proxibid**

**Online Bidding Only:** You must log in or create an account on Proxibid to bid on this property. Please [click here](#).

Thank you for your interest in this property. Keenan Auction Company, Inc. is committed to providing you with comprehensive information concerning this property. Our staff is readily available to assist you with any questions you may have regarding this property or the auction process.

Sincerely,

**KEENAN AUCTION COMPANY, INC.**

Enc.

**"This agency represents the Seller's interests and, as such, has a fiduciary duty to disclose to the Seller information, which is material to the sale, acquired from the Buyer or any other source."**



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**Prepared for:**

**Norvest, LLC**

**Prepared by:**

**Keenan Auction Company, Inc.**

# Table of Contents

Agency Relationships (Form 3).....	1
Disclaimer .....	2
Advertisement.....	3
Important Downloads & Links .....	5
Building Summary.....	6
Bowlin Camps Cabins Information & Floor Plans.....	7
Bowlin Camps Lodge Photos.....	10
Site Plan.....	13
Aerial Map.....	14
Location Map .....	15
Tax Map.....	16
Municipal Information.....	17
Property Disclosure Forms.....	18
Water & Septic Layouts .....	24
Enclosures:	
Purchase and Sale Agreement	
Terms and Conditions of Sale	
Specimen Title Policy	
Boundary Survey	

**Note: Please use page number in lower right hand corner of page**



Dept. of Professional & Financial Regulation  
Office of Professional & Occupational Regulation  
**MAINE REAL ESTATE COMMISSION**  
35 State House Station Augusta ME 04333-0035



## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

### You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
  - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
  - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

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

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

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

#### WHAT IS A DISCLOSED DUAL AGENT?

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

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

#### **Remember!**

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

#### THIS IS NOT A CONTRACT

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

*To Be Completed By Licensee*

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

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

by Stefan Keenan  
Licensee's Name

on behalf of Keenan Auction Co., Inc.  
Company/Agency

MREC Form#3 Revised 07/2006  
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maine.gov/professionallicensing](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.

**DISCLAIMER**

**ATTENTION PROSPECTIVE BIDDER**

THE INFORMATION SET FORTH IN THIS PROPERTY INFORMATION PACKAGE IS BELIEVED TO BE CORRECT AND COMPLETE. HOWEVER, THE KEENAN AUCTION COMPANY, INC. AND THE SELLER OF THIS PROPERTY AND ITS AGENTS/REPRESENTATIVES MAKE NO WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS AND COMPLETENESS OF THIS INFORMATION.

PRIOR TO THE AUCTION, PROSPECTIVE BIDDERS SHOULD MAKE SUCH INVESTIGATION, AS THEY DEEM APPROPRIATE.

## Advertisement

# Timed Online Real Estate Auction 23-25 Riverfront Sporting Lodge & Cabins



**Baxter State Park & Katahdin National Monument Area**  
**1737 Bowlin Pond Rd., TWP 4&5, Range 8, Maine**  
**Bidding Begins: Sunday, February 26, 2023 at 9AM**  
**Bidding Ends: Tuesday, March 14, 2023 at 1PM**

**Auctioneer's Note:** The Keenan Auction Company is pleased to have been selected to work in cooperation with Deborah Henderson of the Maine Outdoor Properties Team at Realty of Maine in the sale of one of Maine's premier sporting complexes. Located on the East Branch Penobscot River with some of the finest fly fishing in Maine, Bowlin Camps Lodge has been serving outdoor enthusiasts since 1895. It is located near Baxter State Park, is on the ITS-85 snowmobile trail system, and is adjacent to thousands of acres of the Katahdin Woods & Water National Monument. The current owners and staff have been excellent stewards to the 128 year old facility and are now retiring leaving an opportunity to own one of Maine's iconic sporting camps. Please join us at the scheduled preview dates to view this exciting property.



**Real Estate:** consists of a 28+/- acre parcel with 1,462'+/- of river frontage. Improving the remote site is a well maintained sporting complex that is a self-sufficient off grid property with gravity fed spring water and drilled well, generators, telephone and internet. There have been many recent updates



including septic systems, and new cabin builds and upgrades. There is also an approved expansion plan permit for the lodge and cabins. The complex is designed with a main lodge with commercial kitchen and dining room, (13) private log cabins with private baths (7 with kitchens), including manager's home and owners home, large garage workshop building, utility buildings, 5-stand sporting clays building, rifle range, and a pavilion with outdoor kitchen. Historically, Bowlin has offered American and Efficiency Plans for family vacations, hunting and fishing trips, corporate retreats and reunions.

Amenities and recreational offerings include: hunting, fishing, hiking, biking, canoeing, shuttles, wildlife tours, waterfall hikes, wildlife photography, outdoor guest kitchen, snowmobiling, xc-skiing, snowshoeing, 3D archery, clay target shooting, pistol range, and more. The real estate will be sold together with all personal property and support equipment. Reference State of Maine Unorganized Territories Tax Map No. PE024, Plan 1, Lots 1.3 & 1.4 and Map No. PE025, Plan 1, Lot 3.11.

**Previews: Tuesday, February 28 & March 7, 2023, From 11AM-3PM**

**Broker Participation Available – Contact Auctioneer for Form and Qualifications**

**Terms: You must register with Proxibid.com in order to participate in the auction.** A \$20,000 deposit in the form of a hold being placed on the online bidder's credit card is required as a qualification to bid. Winning bidder will need to submit to Auctioneer a deposit equal to 10% of the purchase price payable to Keenan Auction Company, Inc. within 24 hours of the sale in cash or certified funds. Upon receipt by Auctioneer of the winning bidder's deposit, the hold on the credit card will be released. The balance of the purchase price will be due and payable within **45 days** from date of auction. Unsuccessful bidder's credit card holds will be processed to be released at the conclusion of the auction. Releases are typically removed within 2-5 days from the date of the removal request by auctioneer. An 11% Buyer's Premium. For additional terms of sale and a Property Information Package visit KeenanAuction.com or call (207) 885-5100 and request by auction #23-25. Richard J. Keenan #236. Our 51<sup>st</sup> Year and 8,524<sup>th</sup> Auction





# Important Downloads & Links

## Downloads:

The following documents can be downloaded from either the [Keenan Auction Company](#) or [Proxibid](#) websites.

- Property Assessment Records
- Tree Growth Plans
- LURC Permits (D-PR Subdistrict Preliminary Development Plan & Subdistrict Approval)
- Additional Permits
- Septic Plans

## Links:

- [Keenan Auction Company, Inc.](#)
- [Proxibid](#)
- [Bowlin Camps Lodge](#)
- [Maine Outdoor Properties Team of Realty of Maine](#)
- [Maine Land Use Planning Commission](#)
- [Google Location Map](#)
- [Maine Tree Growth Tax Law Information](#)

# Building Summary

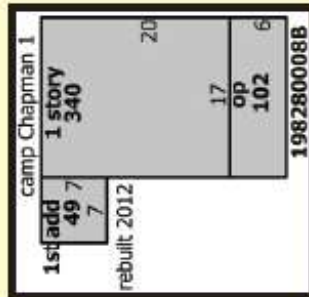
Structures	Size Per Owner	Date Built	Septic	Rooms	BR	Sleeps	Loft	Bath	Kitchen	Notes
Lodge	1857 sq ft	pre 2009	2014					✓	✓	Kitchen rebuilt 2009-10, new grease trap 2016
1895 Cabin	751 sq ft	1895	pre 2009	3	2	4		✓	✓	remodeled 2015
Bridge Cabin	861 sq ft	pre 2009	pre 2009	3	2	8		✓	✓	BR 1: 1 Double & 1 Bunk Bed, BR 2: 1 Double & 1 Bunk Bed
Chapman 1 Cabin	495 sq ft	pre 2009	pre 2009	1	E	2		✓	✓	Remodeled 2018
Chapman 2 Cabin	486 sq ft	pre 2009	2015	1	E	4		✓		Bathroom needs rebuilding, wood stove, table and chairs
Chapman 3 Cabin	502 sq ft	pre 2009	2015	1	E	3		✓		New bathroom 2013, wood stove and table and chairs
Chapman 4 Cabin	416 sq ft	pre 2009	pre 2009	1	E	4		✓		New bathroom 2013, wood stove, table and chairs
Fish Tales Cabin	596 sq ft	2014	pre 2009	3	2	4		✓		Table and chairs, sitting room
River Watch Cabin	596 sq ft	2014	pre 2009	3	2	4		✓		Table and chairs, sitting room
Mad Trapper Cabin	864 sq ft	2017	2017 Tank	2	1	4	✓	✓	✓	Sitting room, walkout basement
No Aces Cabin	1109 sq ft	pre 2009	pre 2009	3	2	10	✓	✓	✓	Table and chairs, sitting room
Old Moose Cabin	701 sq ft	2014	pre 2009	1	E	3		✓		Handicap accessible, table and chairs, sitting area
Pole Cat Cabin	856 sq ft	2010	2014	3	1	3		✓	✓	Remodeled 2018, screened porch, storage room, laundry, canoe storage attached
Pole Cat Cabin Laundry	275 sq ft	2014								Attached to cabin
Shiloh Cabin	1520 sq ft	2014	pre 2009	6	1	2	✓	✓	✓	Living room with wood stove, dining area, office, laundry, wine cellar and family room
Shiloh addition	1000 sf	2017								
<b>Outbuildings</b>										
Outdoor Kitchen	672 sq ft	2018	2013							Own septic
Pavilion	3200 sq ft	2017								Storage building for vehicles
Showerhouse	164 sq ft	pre 2009	pre 2009							
Sport Clay Building	387 sq ft	2015								5 Stand
Wood Shed	397 sq ft	pre 2009								7 Cord storage
Wood Shop	393 sq ft	pre 2009								Wood working equipment
Bait shed	256 sq ft	pre 2009								
Barn (work shop)	779 sq ft	2012								Mechanical shop
Shed Skinning	100 sq ft	2011	2011							hooked to septic
Shed Sport	200 sq ft	pre 2009								
Shed Supply	206 sq ft	pre 2009								
Generator shed	112 sq ft	2011								Rebuilt 2011, 2 Kubota Gen 15-25KW
Canoe shed	277 sq ft	2014								
Hi Tunnel Greenhouse	250 sq ft	2015/2019 replaced								Part of 3600' garden space area- plastic needs replacing
<b>Other Improvements</b>										
Bridge Suspension	632 sq ft	pre 2009								5.5 ft x 115 ft long
Bridge Over Bowlin Brook		2010								Rebuilt structure 2010, 2016 deck
Gasoline Tank	3000 gal	2010								
Diesel Tanks	300,400,500,gal	pre 2009								For generators & equipment
Propane Tank Generator	1000 gal	pre 2009								Owned
Propane Tank Mad Trapper	500 gal	2017								Owned
Propane Tank Polecat	1000 gal	2010								Owned
Propane Tank shiloh	500 gal	2014								Owned
Propane Tank shower	500 gal									Owned
Spring Main Storage Tank	3000 gal	2011								Tank installed 2012
Well	240 'with pump	2021								In ROW BK 12924 PG76
Campsites										26 allowed
Radio Tower	60ft high	pre 2009								phone, internet, camera
Trailer Ramp										not installed
Dauids Pond	1000 sq ft	2015								Adjacent to rifle range
Hand Carry Launch										2 allowed
Land T4 & T5 Wels	28.1 acres	Per survey 6/24/16								BK 11765 PG 34
ROW to Rt 159		5/15/2009								BK 11765 PG 34
ROW Spring & Water Line		8/27/2012								BK 12924 PG 76BK

# Bowlin Camps Cabins Information & Floor Plans

## CHAPMAN 1 CABIN



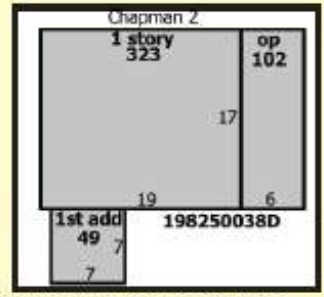
Chapman 1 is an authentic 1 room riverfront cabin remodeled in 2018. It has a kitchen with refrigerator, wood stove, table and chairs, and bathroom.  
 Rooms: 1 Room Cabin, 2 Single Beds  
 Sleeps: 2



## CHAPMAN 2 CABIN



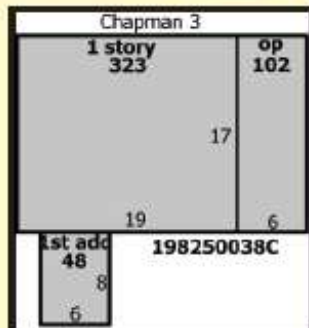
Chapman 2 is an authentic 1 room cabin that has a wood stove, table and chairs, and the bathroom needs remodeling. New septic 2015.  
 Rooms: 1 Room Cabin, 4 Single Beds  
 Sleeps: 4



## CHAPMAN 3 CABIN



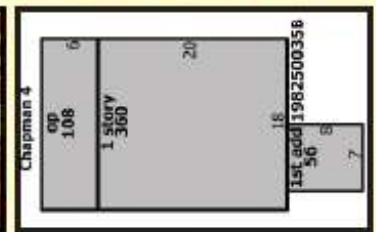
Chapman 3 is an authentic 1 room cabin with a wood stove and a bathroom. New septic 2015.  
 Rooms: 1 Room Cabin, 3 Single Beds  
 Sleeps: 3



## CHAPMAN 4 CABIN



Chapman 4 is an authentic 1 room cabin with a wood stove, table and chairs, and a new bathroom in 2013.  
 Rooms: 1 Room Cabin, 4 Single Beds  
 Sleeps: 4







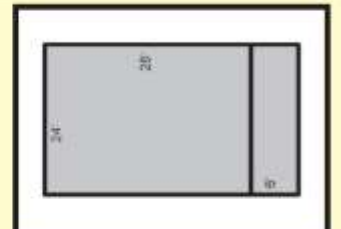


## SHILOH CABIN



Shiloh was built in 2014 with an addition in 2017 and has 1 bedroom, kitchen, living room with wood stove, dining area, office, bathroom, loft, full basement with Murphy Bed, laundry, wine cellar and family room.  
 Rooms: 6 (2 in basement)  
 BR 1: 1 Double Bed  
 Loft: Sitting Area Sleeps: 2

## MAD TRAPPER CABIN

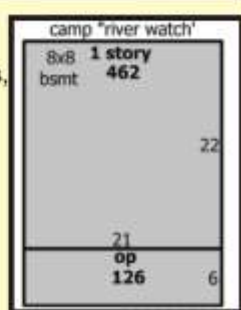


Mad Trapper is a 1.5 story built in 2017 with a walkout basement, kitchen, bathroom, covered porch, and open loft.  
 Rooms: 2 Room Cabin w/ loft  
 BR 1: 1 Double Bed  
 Loft: 2 Single Beds  
 Sleeps: 4

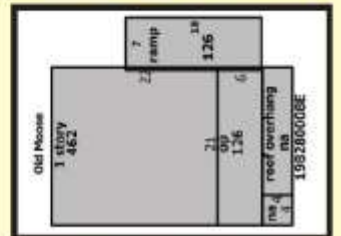
## RIVER WATCH & FISH TALES CABINS



River Watch & Fish Tales are newer cabins completed in 2014, both with views of the river are identical, and each has 2 bedrooms, a bathroom and a sitting room.  
 Rooms: 3 Ea.  
 BR 1: 1 Double Bed Ea.  
 BR 2: 2 Single Beds Ea.  
 Sleeps: 4 Ea.



## OLD MOOSE CABIN



Old Moose built in 2014 is one of the new cabins that is handicap accessible. It is a 1 room cabin with a sitting area and a bathroom.  
 Rooms: 1 Room Cabin, 3 Single Beds  
 Sleeps: 3

Keenan  
Auction  
Company®





# Bowlin Camps Lodge Photos

## LODGE





## Outbuildings



Equipment Storage



Outdoor Kitchen



Outdoor Kitchen



Heated Public Restroom

## SPORTING CLAYS



Our all weather 5 Stand pavilion overlooks a scenic natural hollow where traps are set to mirror typical hunting shots found in Bowlin covers. Designed by Paul Smith, former head coach with Griffin & Howe, the layout is user friendly in every way. The targets include a looper, teal, rabbit, ATA type trap from underfoot, and a high curling crosser. The emphasis is on fun and up to five shooters at once can enjoy a great mornings fun. Even a single gun can shoot and there is room for non shooting guests to watch and warm themselves by the fire. Our 5 Stand is wheel chair accessible.

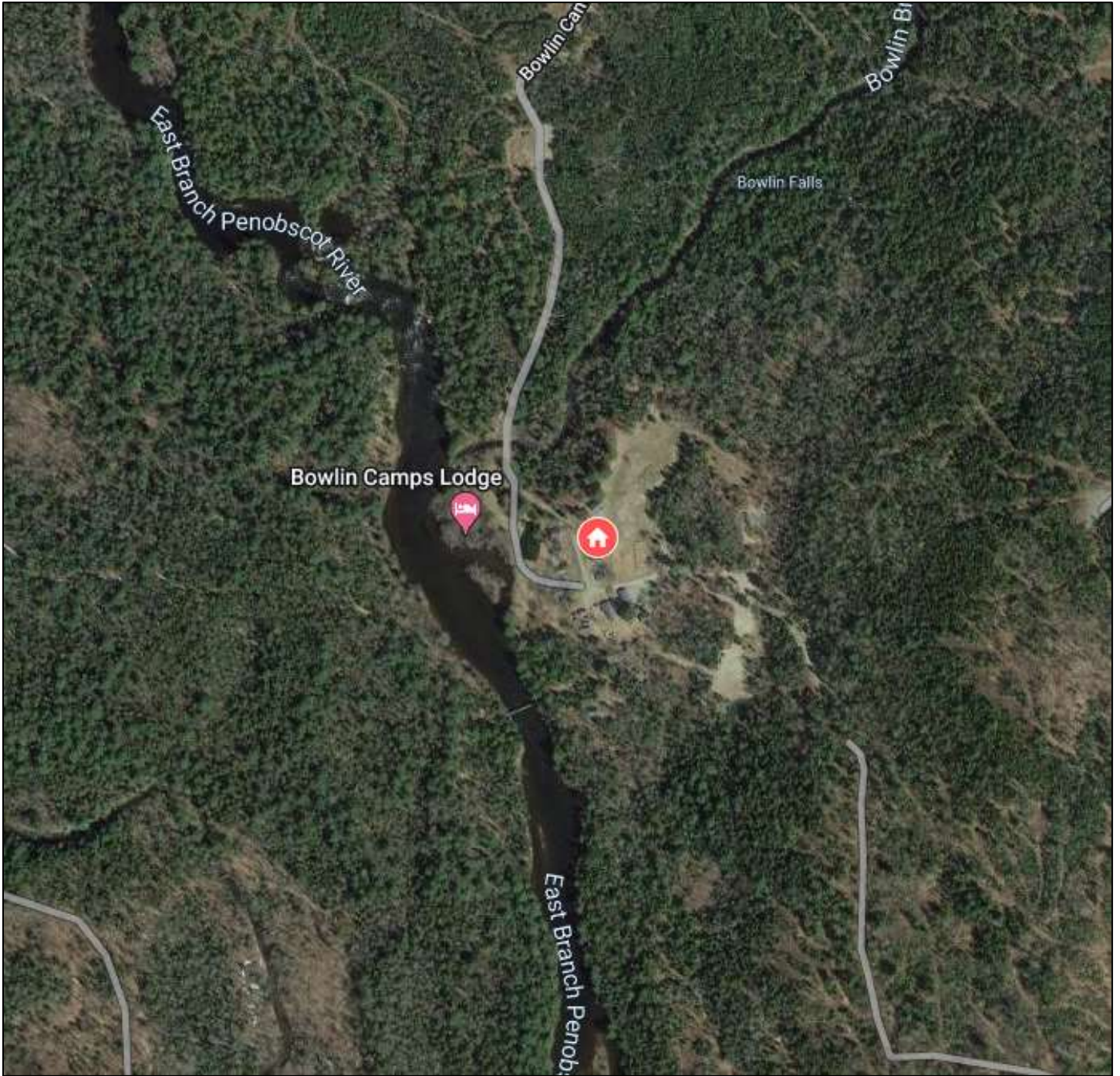




# Site Plan

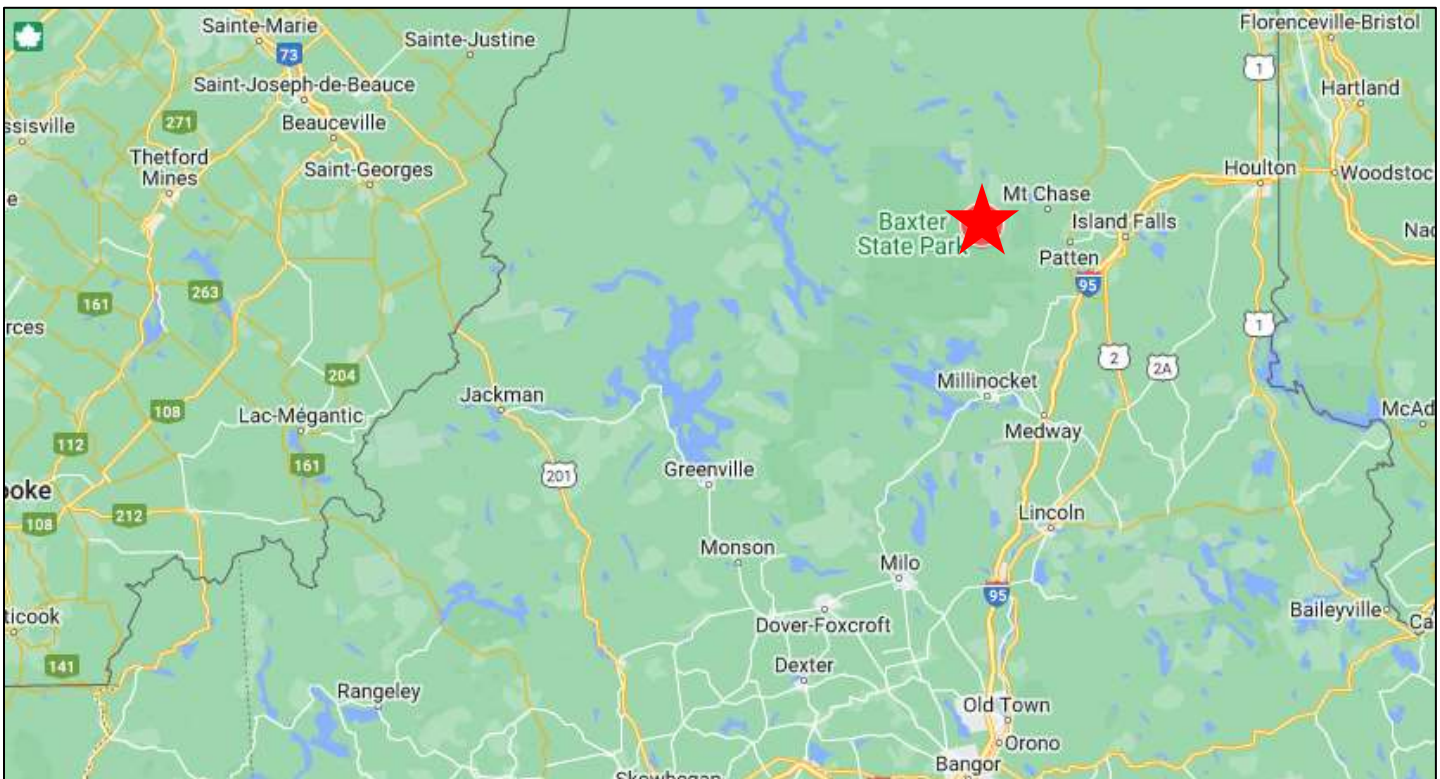
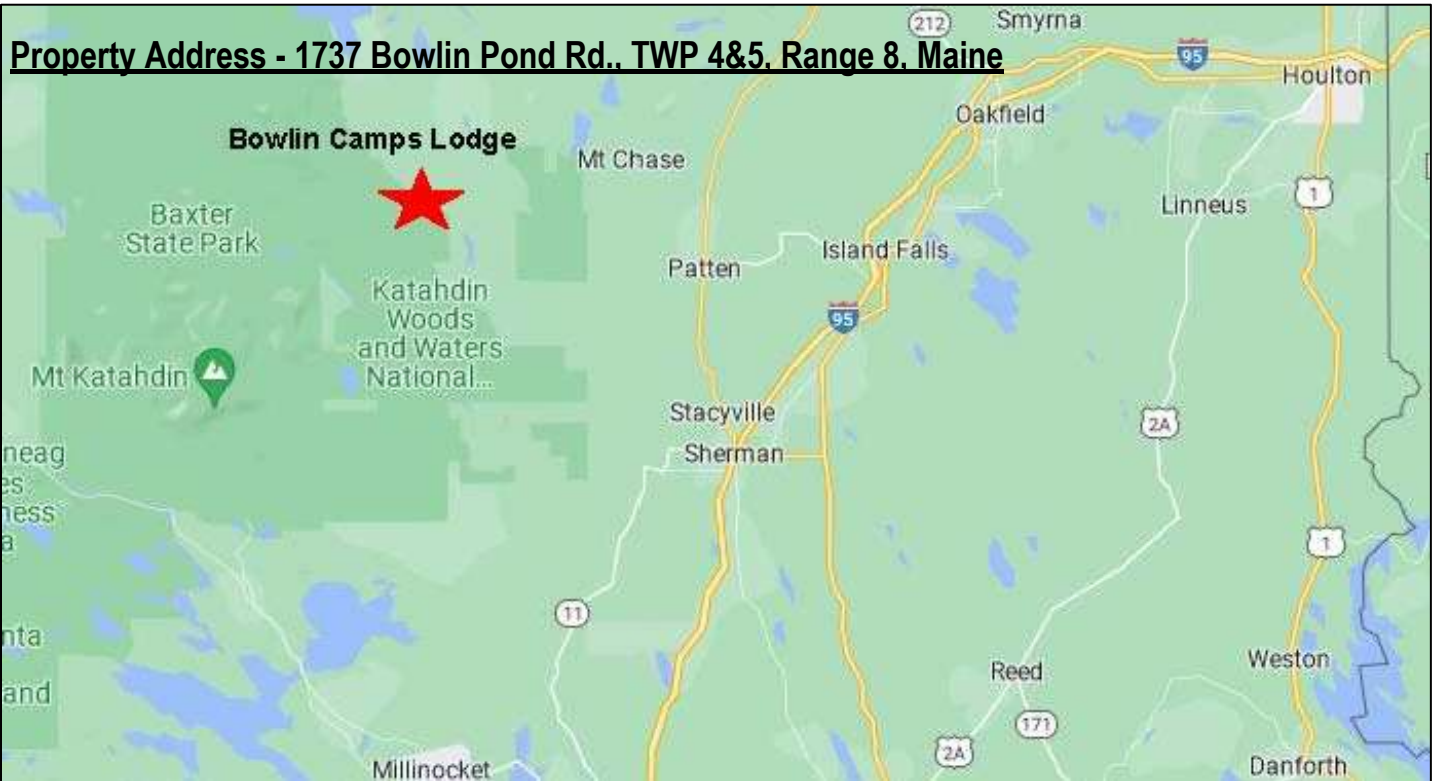


# Aerial Map





# Location Map

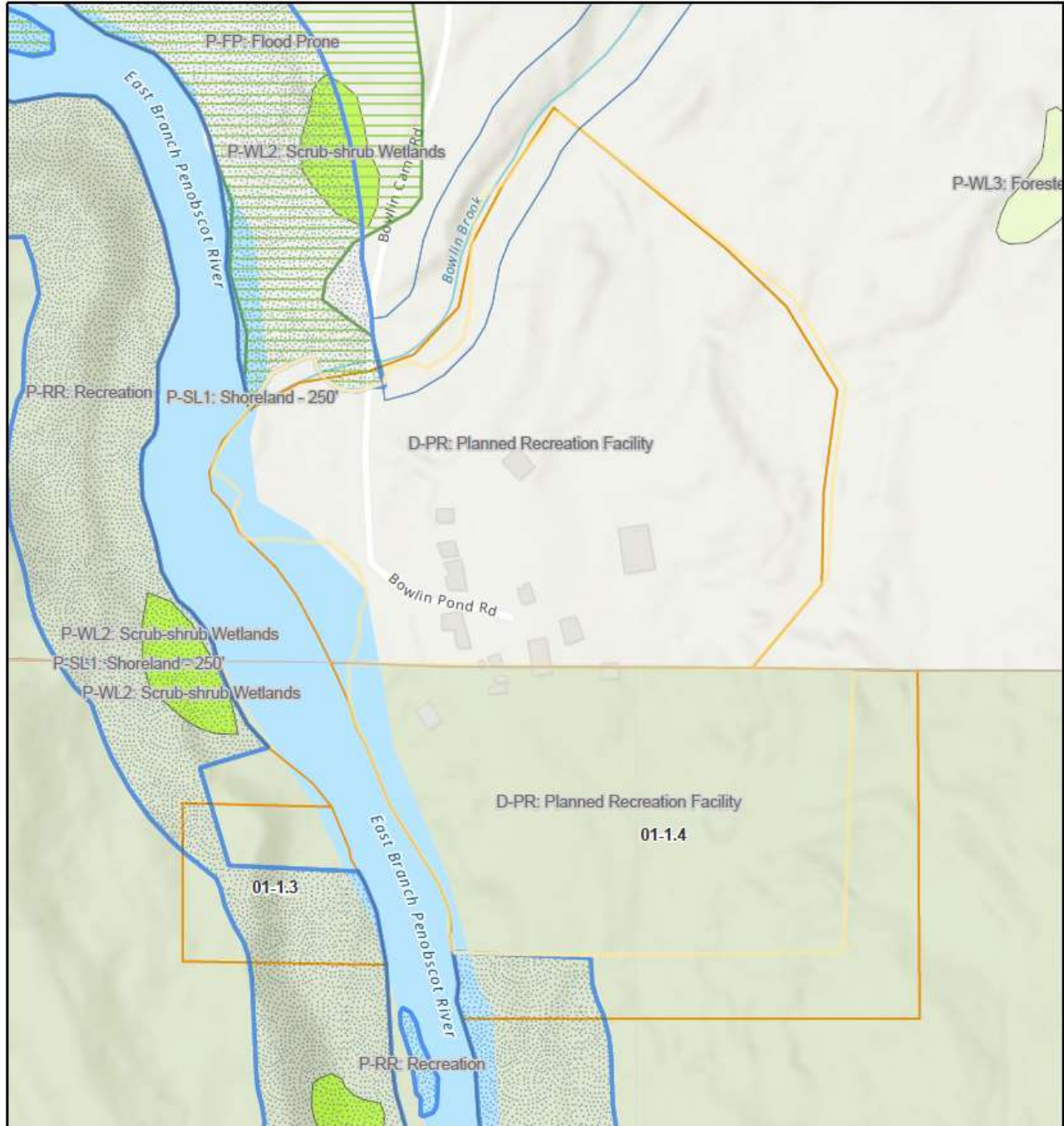


<u>AIRPORTS</u>	<u>DISTANCE</u>	<u>RUNWAY</u>	<u>DIRECTIONS:</u>
Bangor International Airport	120 Miles	10,000'	From exit 276 off I95, follow RT 11 North 9.5 miles to RT 159 on the left. Follow RT 159 20 miles to Bowlin Camp Rd. on the left. Follow 8 miles to Bowlin Camps.
Houlton International Airport	67.3 Miles	5,000'	
Millinocket Municipal Airport	68.6 Miles	4,713'	

# Tax Map

[Map PE024, Plan 1, Lots 1.3 & 1.4 and Map PE025, Plan 1, Lot 3.11]

## Bowlin Camps Lodge



1/18/2023, 12:46:24 PM

1:4,514

Maine Towns

P-SL1: Shoreland - 250'

0 0.03 0.05 0.1 mi

Zones

P-SL2: Shoreland - 75'

0 0.04 0.09 0.17 km

D-PR: Planned Recreation Facility

P-WL2: Scrub-shrub Wetlands

P-FP: Flood Prone

P-WL3: Forested Wetlands

P-RR: Recreation

Unorganized Territory Parcels

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, Province of New Brunswick, © OpenStreetMap, Microsoft, Esri Canada, Esri.

Maine Land Use Planning Commission  
2018



# Municipal Information

Timed Online Real Estate Auction 23-25  
Bowlin Camps Lodge

2022 Mill Rate \$ 8.26 Per \$1,000.00

Percent of Valuation at Market 100%

<b>Tax Assessments</b>				
	Map PE024, Plan 01, Lots 1.3 & 1.4	Map PE025, Plan 01, Lot 3.11	PP Account	Total
Assessment				
Land	\$ 35,700.00	\$ 51,684.00	\$ -	\$ 87,384.00
Building	195,460.00	416,670.00	-	612,130.00
Personal Property	-	-	7,000.00	7,000.00
Total	\$ 231,160.00	\$ 468,354.00	\$ 7,000.00	\$ 706,514.00
2022 Annual Tax	\$ 1,909.38	\$ 3,868.60	\$ 57.82	\$ 5,835.80

The tax accounts are paid current. The taxes will be prorated between Buyer and Seller as of the date of closing.

**PUBLIC WATER: NA**

**PUBLIC SEWER: NA**

The above information was obtained from the M.R.S. Unorganized Territory Division. For further details on municipal information please contact their office at 207-624-5600.

# Property Disclosure Forms

DocuSign Envelope ID: FDFB2516-A131-404A-B646-EC86AFF444B

PROPERTY LOCATED AT: Bowlin Pond Road & Marble Ridge Road, T4 & T5 R8 WELS, ME 04765

## PROPERTY DISCLOSURE – LAND ONLY (With Improvements)

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 – WATER SUPPLY

TYPE OF SYSTEM:  Public  Private  Seasonal \_\_\_\_\_  Unknown  
 Drilled  Dug  Other A drilled well plus a spring

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

Pump (if any): .....  N/A  Yes  No  Unknown  
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: Yearly 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? \_\_\_\_\_~~

Has the water been tested for radon?.....  Yes  No

~~IF Yes: Date: \_\_\_\_\_ By: \_\_\_\_\_~~

~~Results: \_\_\_\_\_~~

~~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: \_\_\_\_\_

IF PRIVATE: (Strike Section if not Applicable):

INSTALLATION: Location: On right of way by spring

Installed by: Lawrence Lord

Date of Installation: 2020

USE: Number of persons currently using system: Varies

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

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

Source of Section I information: Seller(s)

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

Page 1 of 4

Seller Initials LSJ

Realty of Maine, 458 Main Street Bangor ME 04401  
Deborah Henderson

Phone: (207)852-7577 Fax: (207)733-5874  
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)

Bowlin

PROPERTY LOCATED AT: Bowlin Pond Road & Marble Ridge Road, T4 & T5 R8 WELS, ME 04765

**SECTION II – WASTE WATER DISPOSAL**

TYPE OF SYSTEM:  Public  Private  Quasi-Public \_\_\_\_\_  Unknown

~~IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):~~

~~Have you had the sewer line inspected?.....  Yes  No~~

~~If Yes, what results: \_\_\_\_\_~~

~~Have you experienced any problems such as line or other malfunction?.....  Yes  No~~

~~What steps were taken to remedy the problem? \_\_\_\_\_~~

IF PRIVATE (Strike Section if not Applicable):

Tank:  Septic Tank  Holding Tank  Cesspool  Other: Various types of tanks & sizes

Tank Size:  500 Gallon  1000 Gallon  Unknown  Other: Commercial Sporting Lodge

Tank Type:  Concrete  Metal  Unknown  Other: \_\_\_\_\_

Location: Various locations OR  Unknown

Date Installed: Varies Date last pumped: 2013 Name of pumping company: Brown's Septic

Have you experienced any malfunctions?.....  Yes  No

~~If Yes, give the date and describe the problem: \_\_\_\_\_~~

Date of last servicing of tank: None Name of company servicing tank: None

Leach Field: .....  Yes  No  Unknown

If Yes, Location: More than one

Date of installation of leach field: Varies Installed by: Smallwood Construction

Date of last servicing of leach field: None Company servicing leach field: None

Have you experienced any malfunctions? .....  Yes  No

~~If Yes, give the date and describe the problem and what steps were taken to remedy: \_\_\_\_\_~~

Do you have records of the design indicating the # of bedrooms system was designed for?  Yes  No

If Yes, are they available? .....  Yes  No

Is System located in a Shoreland Zone?.....  Yes  No  Unknown

Comments: Some are located in shoreland zoning, others are not

Source of Section II information: Seller(s)

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

Seller Initials DS  
TLSJ

PROPERTY LOCATED AT: Bowlin Pond Road & Marble Ridge Road, T4 & T5 R8 WELS, ME 04765

**SECTION III — 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 the 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 the DEP?.....  Yes  No  Unknown

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

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

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

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

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

Source of information: Seller(s)

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL:.....  Yes  No  Unknown

LAND FILL:.....  Yes  No  Unknown

RADIOACTIVE MATERIAL:.....  Yes  No  Unknown

METHAMPHETAMINE:.....  Yes  No  Unknown

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

Source of information: Seller(s)

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

**SECTION IV — 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: Easements, Rights of Way

Source of information: Seller(s)

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? Owner(s) of Bowlin Lodge & Cabins

Road Association Name (if known): None

Buyer Initials \_\_\_\_\_ Page 3 of 4 Seller Initials TLSJ



PROPERTY LOCATED AT: Bowlin Pond Road & Marble Ridge Road, T4 & T5 R8 WELS, ME 04765

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

If Yes, explain: River Frontage, State & LUPC Shoreland Zoning

Source of information: Seller(s)

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

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

Source of information: Seller(s)

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront?.....  Yes  No  Unknown

If Yes, explain: Tree Growth

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: Seller(s)

Additional information: \_\_\_\_\_

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.

Thomas L. Scala Jr. 1/22/2023  
SELLER DATE SELLER DATE  
Norvest, LLC -Thomas L. Scala Jr., Operating Manager

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



**PROPERTY DISCLOSURE**  
**(Non-Residential Properties)**

TO BE DELIVERED TO BUYERS PRIOR TO OR DURING PREPARATION OF OFFER

PROPERTY LOCATED AT: Bowlin Pond Road & Marble Ridge Road, T4 & T5 R8 WELS, ME 04765

**SECTION I. UNDERGROUND STORAGE TANKS**

To the best of Seller's knowledge (check one):

- No underground storage facility for the storage of oil or petroleum products exists on the premises.
- An underground oil storage facility exists on the premises which is subject to regulation by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq., State of Maine Registration No. \_\_\_\_\_. The underground facility  has  has not been abandoned in place.

**SECTION II. HAZARDOUS MATERIALS**

Pursuant to the Rules of the Maine Real Estate Commission, Licensee discloses that the Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:

**None known.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Buyer is encouraged to seek information from professionals regarding any specific hazardous material issue or concern.

**SECTION III. MATERIAL DEFECTS**

Material defects pertaining to the physical condition of the property:

**Chapman II Cabin bathroom needs replacing.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Page 1 of 2 Buyer Initials \_\_\_\_\_

Seller Initials

DS  
TWSJ

PROPERTY LOCATED AT: Bowlin Pond Road & Marble Ridge Road, T4 & T5 R8 WELS, ME 04765

**SECTION IV. ROAD MAINTENANCE**

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? Owner of Bowlin Lodge & Cabins

Road Association Name (if known): None

The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date.

DocuSigned by:  
Thomas L. Scala Jr. 1/22/2023  
Seller 1845206498 Date  
Norvest, LLC -Thomas L. Scala Jr., Operating Manager

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

The undersigned hereby acknowledge receipt of this Property Disclosure prior to the preparation of an offer to purchase the Real Estate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

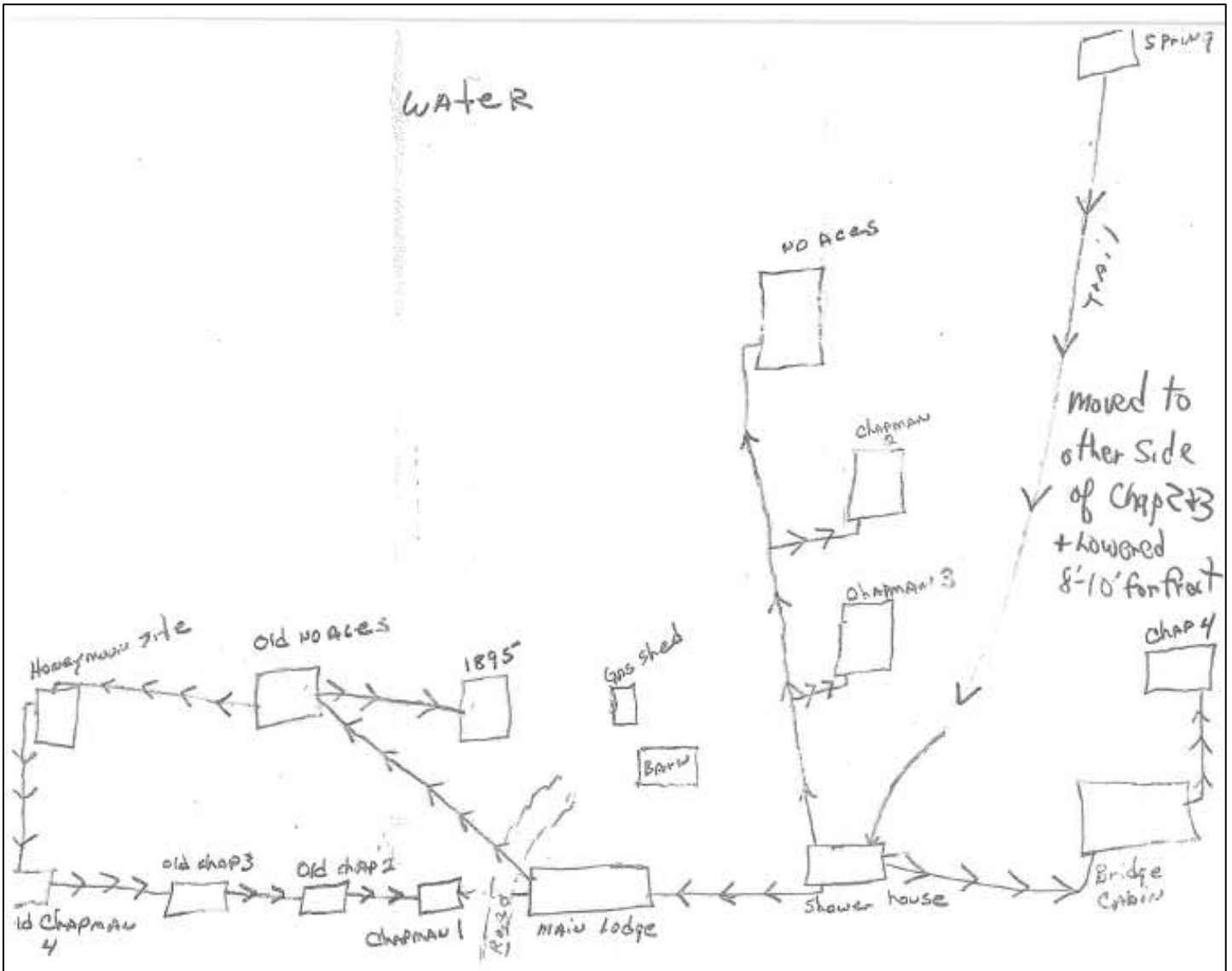
Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

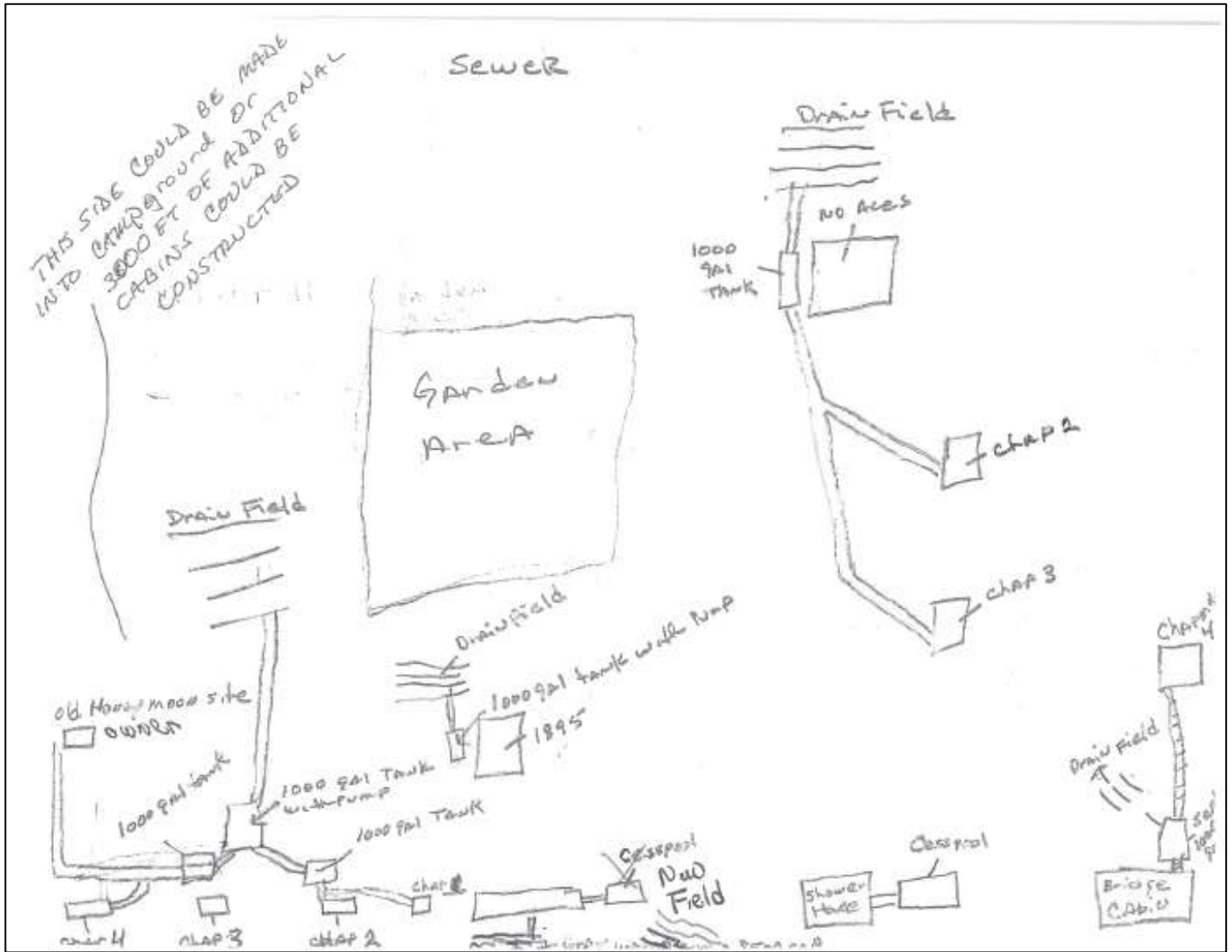
Buyer \_\_\_\_\_ Date \_\_\_\_\_



# Water & Septic Layouts







**Purchase & Sale Agreement**  
**Auction 23-25**

This Agreement is entered into this 14<sup>th</sup> day of March, 2023, by and between NORVEST, LLC, having a mailing address of 203 Stephens Road, West Milford, New Jersey 07480, hereinafter sometimes called (the “SELLER”), and the following hereinafter referred to as (the “BUYER”):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Witnesseth**

WHEREAS, SELLER is desirous of selling, by public auction, all its right, title and interest in and to the Property, being land and buildings located at 1737 Bowlin Pond Road, in Township 4, Range 8, WELS, and in Township 5, Range 8, WELS, County of Penobscot and State of Maine and any Personal Property located thereon. The real estate is referenced by the State of Maine Unorganized Territory Division as Map PE024, Plan 01, Lots 1.3 & 1.4 and Map PE025, Plan 01, Lot 3.11 and is more particularly bounded and described in **Exhibit A**, a copy of which is attached hereto and incorporated herein along with any Personal Property (**Exhibit B**) located thereon (the “Property”).

WHEREAS, BUYER is desirous of purchasing the Property at said public sale for the sum of (\$\_\_\_\_\_)  
\_\_\_\_\_ Dollars.

NOW THEREFORE, the SELLER, in consideration of the deposit<sup>1</sup> of \$\_\_\_\_\_, receipt of which will be acknowledged when said deposit is received by Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102 on or before Wednesday, March 15, 2023 at 2:00 p.m., does hereby agree to sell and convey the Property to BUYER for the aggregate sum of \$\_\_\_\_\_ and BUYER agrees to purchase the same for the said price upon the following terms & conditions:

1. The SELLER agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the BUYER a Quitclaim Deed With Covenant to the Real Estate and SELLER and Hunting River, LLC further agree to deliver a Quitclaim Bill of Sale to the Personal Property.
2. BUYER acknowledges that BUYER has had an opportunity to inspect the Property and that the Property is being conveyed hereby, its entirety, "AS IS, WHERE IS, AND WITH ALL FAULTS", unrepaired and without any express or implied warranties of any kind or nature.
3. BUYER agrees, at closing, to pay SELLER the balance of the purchase price in cash or certified U.S. funds.

<sup>1</sup> Keenan Auction Company, Inc. has a hold on the BUYER’s credit card in the amount of \$20,000.00. Upon receipt of the above mentioned deposit (equal to 10% of the Final Purchase Price), the hold on the BUYER’S card will be reversed.

4. Financial Capacity: The BUYER represents to the SELLER that it has the financial capacity and financial resources to effect closing within the time specified by and on the terms and conditions provided by this Agreement. The BUYER'S obligation to purchase the property is **not** conditioned, in whole or in part, upon the BUYER'S ability to obtain financing for the purchase effected hereby.

5. Closing shall be held at the offices of the SELLER'S closing agent (Cumberland Title, One Burton Street, Lincoln, Maine 04457; 207-794-6900) or at such other location as the BUYER and SELLER may agree upon in writing. Closing shall take place on a date, mutually convenient to the parties, but not in any case later than **forty-five (45) days** from the date of this Agreement. It is mutually agreed that time is of the essence to this Agreement and said closing.

6. Remedies of SELLER: If BUYER fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, the SELLER, Auctioneer and Broker in addition to all other remedies allowed by law or equity, may retain the full deposit and/or the hold on BUYER'S credit card as damages. In addition, the Property may be resold in any manner determined by the SELLER, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. If the BUYER defaults under this Agreement, in addition to other remedies, the SELLER shall have the right to assign the BUYER'S rights under this Agreement to a third party.

7. Failure of SELLER to Perform: If the SELLER is unable to convey title as provided in Section 1 of this Agreement, or is unable to perform hereunder for any reason whatsoever, the sole obligation of the SELLER shall be to refund the BUYER'S earnest money deposit without interest; and upon making such refund, this Agreement shall terminate and the BUYER shall have no further claims against the SELLER.

8. Possession: BUYER shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

9. Taxes and Other Assessments: Except as provided elsewhere herein, all real and personal property taxes, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations, will be prorated between BUYER and SELLER as of the date of Closing.

10. Heating, Gasoline & Diesel Fuels: All fuels will be prorated between BUYER and SELLER as of the date of Closing. The cost per gallon will be based on the current local daily rate on the Closing day. The day of Closing will be considered the SELLER'S day.

11. Title Application & Documentation Fees: In addition to signing the applicable Title Application (MVT-2) and Transfer of Ownership (MVT-16) documents immediately after the auction, the BUYER will also be responsible to pay Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102 a sum of **\$256.00** for associated title application fees and documentation fees. This payment is due at the Closing but can be delivered to Auctioneer's office prior to closing. If the BUYER is not a Maine resident and will not be registering the vehicles in the State of Maine, the title application fees would not apply and the charges mentioned in this paragraph would be reduced to \$190.00.

12. Sales Tax: The BUYER will be responsible for a 5.5% State of Maine Sales Tax that will be assessed on the \$71,825.00 value of the personal property (see Exhibit B) that is being sold with the real estate. **The 5.5% sales tax, in**



**the amount of \$3,950.38, will be due from the BUYER at closing and made payable to Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102.**

13. If required, pursuant to Title 30-A, Part 2, Subpart 6, Chapter 185, Subchapter 3, Article 2, §4216 Transfers of shoreland property, the BUYER, prior to closing, agrees to have the subsurface waste water disposal system inspected by a person certified by the State of Maine. If the inspection cannot take place prior to the closing due to weather conditions, the BUYER must have the property inspected within 9 months following the closing. If inspected prior to closing, SELLER agrees to allow access to the property to the State of Maine certified inspector on a date and time mutually agreed upon. The sale of the property is not contingent upon the results of the BUYER'S inspection.

14. Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.

15. The attached Terms and Conditions of Sale are incorporated herein by reference.

16. Risk of Loss: The risk of loss with respect to the property shall be with the SELLER until Closing occurs.

17. Public Auction Bid Price Disclosure: The SELLER and BUYER authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

18. Release: In consideration of the benefits granted to the BUYER pursuant to this Agreement, the BUYER, on the one hand, hereby releases the SELLER, the Auctioneer, and their respective officers, directors, principals, attorneys, successors, and assigns, on the other hand, from any and all claims, actions, causes of actions, omissions, damages, and suits at law or in equity, however arising, whether known or unknown, and whether now existing or hereafter arising, relating to this Agreement or the subject hereof, including the marketing and conduct of the auction.

19. Entire Agreement: This Agreement represents the entire understanding and agreement of the parties hereto, and the SELLER and the BUYER acknowledge that neither is relying upon any statement or representation, written or oral, of any party of person which has not been embodied in this Agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date first mentioned.

**SELLER:**  
**NORVEST, LLC**

\_\_\_\_\_  
By: Thomas L. Scala, Jr.  
Its: Operating Manager

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

# Exhibit A – Legal Description

Bk 11765 Pg 34 #15449  
05-18-2009 @ 09:02a

NOT NOT  
AN QUITCLAIM DEED

~~OFFICIAL~~ ~~OFFICIAL~~  
BOWLIN CAMPS, LLC, a Limited Liability Company, duly organized and existing under the laws of the State of Maine, and having a mailing address of Post Office Box 251, Patten, County of Penobscot, and State of Maine 04065; by and through PATRICK E. HUNT, ESQ., having a mailing address of Post Office Box 130, Island Falls, County of Aroostook, and State of Maine 04747, who holds the lawful Powers of Attorney of its Operating Managers, for consideration paid, grants to NORVEST, LLC, a Limited Liability Company, duly organized and existing under the laws of the State of Maine, and having a mailing address of 203 Stephens Road, West Milford, County of Passaic, and State of New Jersey 07480, with QUITCLAIM COVENANTS:

Two certain lots or parcels of land, together with any buildings thereon, situated on each side of the East Branch of the Penobscot River in Township 4, Range 8, WELS, County of Penobscot, and State of Maine, being bounded and described as follows, to wit:

## PARCEL I

Beginning at an iron pin at the intersection of the easterly shore of the East Branch of the Penobscot River with the Town Line between T 4, R 8 WELS and T5 R8, WELS; thence South 70 degrees East, by and along the said Town Line 854.8 feet to an iron pin marking the southeasterly corner of an existing lease in T 5, R 8 WELS in the name of Bowlin Camps; thence continuing South 70 degrees East by and along the said Town Line 180 feet, more or less, to an iron pin set; thence at right angles South 20 degrees West, 525 feet to an iron pin set; thence North 70 degrees West parallel to the said Town Line 876 feet, more or less, to an iron pin set in the easterly shore of the East Branch of the Penobscot River; thence generally northerly along the said East Branch 560 feet, more or less, to the point of beginning. Said parcel of land contains 11.72 acres, more or less.

## PARCEL II

Beginning at an iron pin situated in the westerly shore of the East Branch of the Penobscot River which is located South 48 degrees, 41 minutes West, 272.2 feet from an iron pin at the intersection of the easterly shoreline of the East Branch of the Penobscot River with the Town Line between T 4, R 8 WELS and T5, R 8 WELS; thence South 72 degrees West 200 feet to an iron pin; thence South 18 degrees East, 200 feet to an iron pin; thence North 72 degrees East, 200 feet to an iron pin in the westerly shore of the East Branch of the Penobscot River; thence generally northerly by and along the westerly shore of the said East Branch 200 feet, more or less, to the point of beginning. Said parcel of land contains .92 acres, more or less.

Parcels I and II being the same premises conveyed to the Grantor by the Quitclaim Deed of Jon C. Smallwood and Elizabeth M. Smallwood, dated May 1, 2000, and recorded in Book 7345, Page 321, at the Penobscot County Registry of Deeds in Bangor, Maine.

**PARCEL III**

**NOT**  
A certain lot or parcel of land situated northerly of the south town line of Township 5 Range 8 and easterly of the east branch of the Penobscot River in Township 5 Range 8, County of Penobscot, and State of Maine, bounded and described as follows:

Beginning at a point where Bowlin Brook meets the East Branch of the Penobscot River; thence in a generally southerly direction along the river 647 feet to an iron rod set on the edge of the River marking the town line between Township 5, Range 8 and Township 4 Range 8; thence South 70 degrees East along the town line and passing through the kitchen of the main camp and the barn of Smallwood, 854.8 feet to an iron rod; thence North 40 degrees East, 220 feet to an iron rod; thence North 1 degree, 15 minutes East, 171.8 feet to an iron rod; thence North 7 degrees, 15 minutes East, 191 feet to an iron rod; thence North 31 degrees, 30 minutes West, 182.8 feet to an iron rod; thence North 46 degrees, 45 minutes, West, 154.8 feet to an iron rod; thence North 45 degrees West, 269.9 feet to an iron rod set on the high water mark on the southerly side of Bowlin Brook; thence in a generally westerly direction along the edge of Bowlin Brook 816 feet, more or less, to the point of beginning.

**EASEMENT**

Also conveying a non-exclusive right of way to be used in common with the Grantor, its successors and assigns and others, over so much of the Bowlin Pond Road, so-called, that extends from the northerly line of Township 5, Range 8, in a general southerly direction to the above described premises.

Parcel III being the same premises conveyed to the Grantor by the Quitclaim Deed with Covenant of Gardner Land Company, Inc., dated July 28, 2006, and recorded in Book 10572, Page 102, at said registry.

**PARCEL IV  
EASEMENT**

That Easement described in the Easement Deed of Gardner Land Company, Inc. to Bowlin Camps, LLC, dated January 19, 2007, and recorded in Book 10850, Page 178, at the Penobscot County Registry of Deeds in Bangor, Maine.

**PARCEL V**

All their right, title, and interest in two lots or parcels of land, together with any buildings thereon, situated in Township 4,



Range 8 W.E.L.S.N. County of Penobscot and State of Maine, being those premises depicted on a survey plan dated November 22, 1989, and corrected to March 1, 1990, prepared by Gilbert S. Viitala for John Smallwood and Prentiss & Carlisle Management Company, Inc., being those premises depicted as "Lot 9 Extension of Bowlin Camps" Fraser Interest To Be Conveyed 11.72 ac." and "Lot 1A 0.92 Ac. Fraser Interest To Be Conveyed" more fully described as follows:

FIRST PARCEL: Beginning at an iron pin at the intersection of the easterly shore of the East Branch of the Penobscot River with the Town Line between T4, R8 WELS and T5, R8 WELS; thence South 70 degrees East by and along the said Town Line 854.8 feet to an iron pin marking the southeasterly corner of an existing lease in T5, R8 WELS in the name of Bowlin Camps; thence continuing South 70 degrees East by and along the said Town Line 180 feet, more or less, to an iron pin set; thence at right angles South 20 degrees West 525 feet to an iron pin set; thence North 70 degrees West parallel to the said Town Line 876 feet, more or less, to an iron pin set in the easterly shore of the East Branch of the Penobscot River; thence generally northerly along the said East Branch 560 feet, more or less, to the point of beginning, containing 11.72 acres, more or less.

SECOND PARCEL: Beginning at an iron pin situated in the westerly shore of the East Branch of the Penobscot River which is located South 48 degrees, 41 minutes West, 274.2 feet from an iron pin at the intersection of the easterly shoreline of the East Branch of the Penobscot River with the Town Line between T4, R8 WELS and T5, R8 WELS; thence South 72 degrees West 200 feet to an iron pin; thence South 18 degrees East, 200 feet to an iron pin; thence North 72 degrees East 200 feet to an iron pin in the westerly shore of the East Branch of the Penobscot River; thence generally northerly by and along the westerly shore of the said East Branch 200 feet, more or less, to the point of beginning, containing .92 acres, more or less.

Subject, as applicable to Grantor of Crossing Rights Agreement among Blanchet Logging & Lumber, Inc., et.al, recorded July 7, 2004, in Book 9455, Page 245, to the extent it has any effect on the premises being conveyed.

Parcel V being the same premises conveyed to the Grantor by the Release Deed of Lakeville Shores, Inc., et.als., dated January 10, 2008, and recorded in Book 11260, Page 95, at the Penobscot County Registry of Deeds in Bangor, Maine.

The said Patrick E. Hunt, Esq., who holds the lawful Powers of Attorney of its Operating Managers, having been issued Power of Attorney by the Grantor on May 12, 2009, May 14, 2009, and May 13, 2009, the originals of which are annexed hereto and are incorporated by reference.

WITNESS my hand and seal this 15<sup>th</sup> day of May, 2009.

Row+Well

Bk 12924 Pg 76 #25329  
08-27-2012 @ 03:24p

### WATER WELL and WATER LINE - RIGHT OF WAY LICENSE

THIS RIGHT OF WAY LICENSE, made and entered into this 13 day of July, 2012 (the License Date), by and between Heartwood Forestland Fund V, L.P., hereinafter referred to as "Grantor", and Norvest, LLC, hereinafter referred to as "Grantee".

#### WITNESSETH:

WHEREAS, GRANTOR owns certain lands in the north third of Township 4 Range 8 in Penobscot County, Maine; and

WHEREAS, GRANTEE owns certain lands in the north third of Township 4 Range 8 in Penobscot County, Maine; and

WHEREAS, GRANTEE desires to cross said lands to drill, install, and/or maintain a water well and associated water lines from the well to GRANTEE's property; and

WHEREAS, GRANTOR desires to grant to GRANTEE, its assigns and successors, the foregoing described rights, subject to the conditions, covenants and terms contained herein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals incorporated: The foregoing recitals are true and correct and are incorporated herein by references thereto.

2. Grant: GRANTOR hereby grants to GRANTEE a non-exclusive, easement for installation and maintenance of an underground water well and water line across the aforementioned lands, as shown on a plat attached to and made a part of this Agreement, , subject to the conditions, covenants and terms contained herein.

The water line right-of-way area shall be 10 ft. in width over and across GRANTOR's property, in the location depicted on Exhibit "A". The exact and permanent location of the Pipeline Easement Area shall be five feet (5) on each side of the centerline of said well and water line as constructed.

The water well right-of-way area is defined by a 30ft. radius originating at the well head; generally located in the location depicted on Exhibit "A".

3. Right Of Way Use: GRANTEE shall limit his disturbance upon GRANTOR's lands to that reasonably required to install and maintain the well and water line in compliance with all applicable laws, rules and regulations. GRANTEE shall maintain in a good and workmanlike and lien-free manner, said well and water line easement, and GRANTEE shall be solely responsible for the costs arising from the maintenance and use of said right-of-way. GRANTEE shall use said easement across the aforementioned lands for the sole purpose of installation and maintenance of an underground well and water line. GRANTEE shall not assign his rights hereunder to third parties. The parties hereto acknowledge that no property interest is granted to this license.

4. Compliance with Laws: GRANTEE shall conduct its operations upon GRANTOR's Properties in compliance with all applicable laws, rules and regulations.

5. Indemnity: GRANTEE agrees to protect and indemnify GRANTOR from and against any costs, expenses, claims, liability and/or damages whatsoever, including environmental liability and/or damages, which may occur as a result of GRANTEE's use, or anyone claiming by, through or under GRANTEE, pursuant to this license. GRANTEE shall immediately correct and eliminate any violations received by GRANTOR or GRANTEE as a result of GRANTEE's use, or anyone claiming by, through or under GRANTEE, pursuant to this license. This indemnity shall survive the expiration or earlier termination of this license.

Additionally, GRANTOR agrees to protect and indemnify GRANTEE from and against any costs, expenses, claims, liability and/or damages whatsoever, including environmental liability and/or damages, which may occur as a result of GRANTOR's use, or anyone claiming by, through or under GRANTOR, pursuant to this license. This indemnity shall survive the expiration or earlier termination of this license.

6. Limitation: The rights granted herein are limited to the area shown on the map attached hereto. Furthermore, the assignment of GRANTEE's rights to a third party shall be limited in term which shall be no longer than one year. GRANTEE may repeatedly assign such rights on an annual basis; however, at no time shall such an assignment be structured to suggest a permanent, prescriptive, or adverse position right of way.

7. Interference: GRANTEE's use upon GRANTOR's lands shall not interfere in any manner with any of GRANTOR's operations thereon.

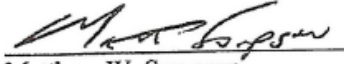
8. Term: This agreement shall run with the land into perpetuity unless terminated through mutual agreement in writing and signed by all parties.

WITNESS the following signatures and seals:

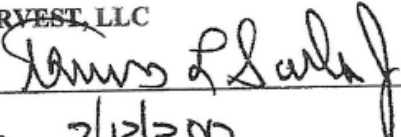
**HEARTWOOD FORESTLAND FUND V, L.P.**

By: Heartwood Forestland Advisors V, LLC  
Title: General Partner

By: The Forestland Group, LLC  
Title: Manager

By:  date: 7/25/12  
Name: Matthew W. Sampson  
Title: NE Regional Director - TFG, LLC

**NORVEST, LLC**

By:   
Date: 7/13/2012



State of New Jersey  
County of Passaic, to wit:

I, Carolyn Kirk, a Notary Public in and for the State and County aforesaid, do hereby certify that Thomas Stala, whose name as such is signed to the writing hereto annexed, bearing date the 13 day of July, 2012, has this day, before me, in my said County, acknowledged the said writing.

Given under my hand and notarial seal this the 13 day of July, 2012.  
My commission expires June 12, 2017

Carolyn Kirk  
Notary Public

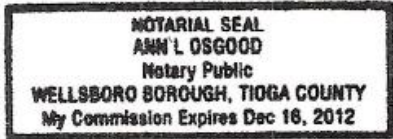
CAROLYN M. KIRK  
Notary Public - New Jersey  
Passaic County  
Commission Expires June 12, 2017

State of Pennsylvania  
County of Tioga, to wit:

I, Ann L. Osgood, a Notary Public in and for the State and County aforesaid, do hereby certify that Matthew Sampson, whose name as such is signed to the writing hereto annexed, bearing date the 13 day of July, 2012, has this day, before me, in my said County, acknowledged the said writing.

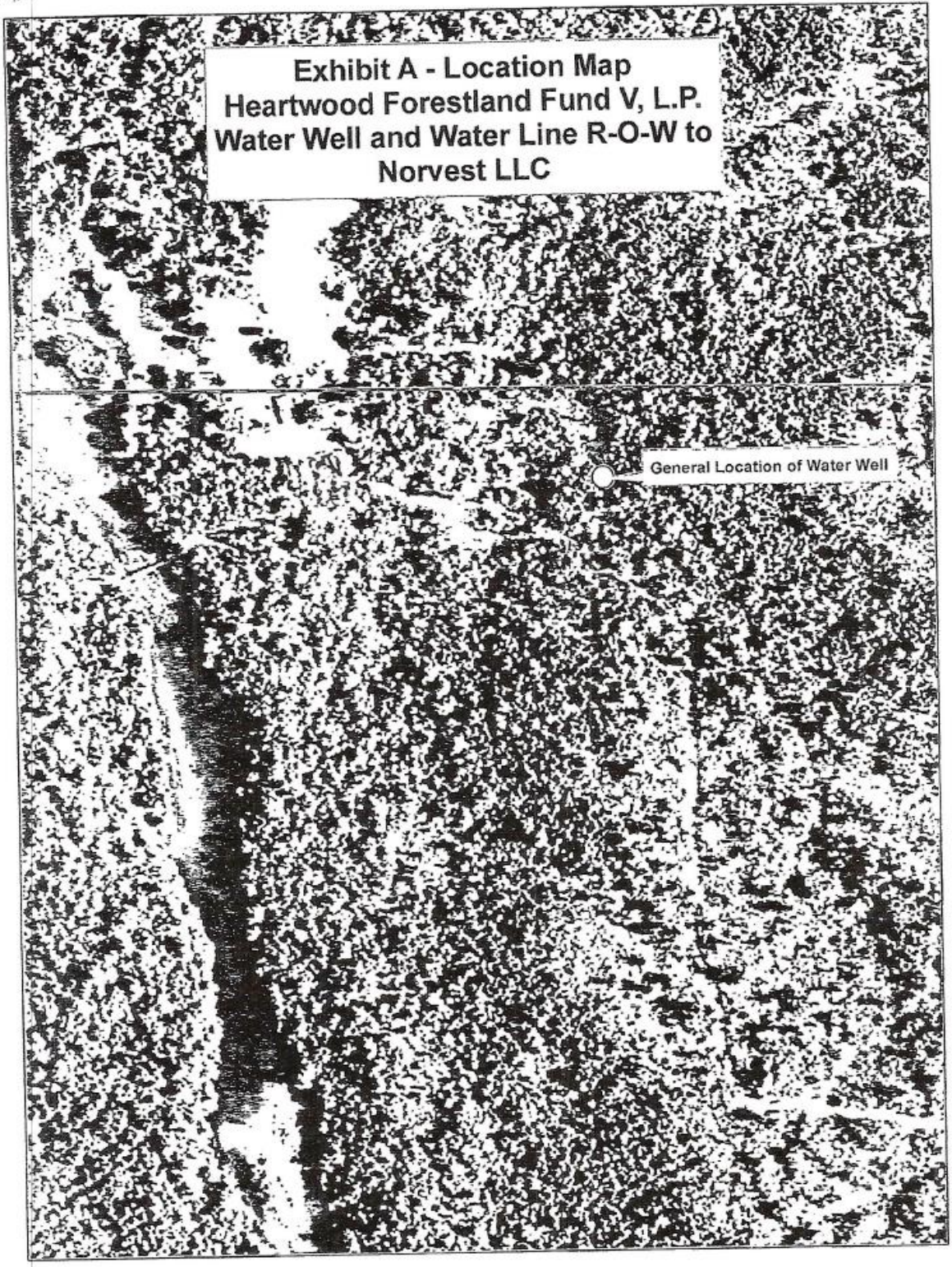
Given under my hand and notarial seal this the 25 day of July, 2012.  
My commission expires December 16, 2012

Ann L. Osgood  
Notary Public





**Exhibit A - Location Map  
Heartwood Forestland Fund V, L.P.  
Water Well and Water Line R-O-W to  
Norvest LLC**



General Location of Water Well

Poor Original At  
Time of Recording

Maine Real Estate  
Transfer Tax Paid

PENOBSCOT COUNTY, MAINE  
*Susan F. Bishop*  
Register of Deeds

## Exhibit B – Personal Property List

Equipment	#	Names	Notes
Animal mounts	24	Bear, Moose, Deer, Bird	total In various buildings
Animal skins	8	Various	in Lodge
Archery 3D targets	20	Various	
Boat Motor	1	MERCURY	15 HP
Cabins Pots, Pans, Dishes			Service for 5 cabins
Camera (security)	5		remote access from Computer
Canoes	8	Old town	
Cash Register			
Computer, printer office equip.			
Sporting Clay computer	1	Promatic	
Sporting Clay traps	5	Promatic	hard wired remote controlled (wobble, rabbit, matrix)
Sporting Clay trap batteries	6	12 volt	
Sporting Clay ammo	32	cases	12- 20 gauge #8 21- 12 gauge #8
Sporting Clay targets	65	cases	5 damaged
Chain saws	2	Stihl	
Clothes washers	3	various	2 laundry, 1 Shiloh
computer, printer, office equip.	1		Lodge office
Credit Card Machine	1		Lodge
Diesel pump	1	on 500 gal tank	
Dryer	2		1 Large Laundry, 1 Shiloh
Furniture		Lodge, 11 cabins	
Gasoline pump	1	on gasoline tank	
Generators Large	1	Kobota Diesel	25 kw in generator room
Generators	1	Kobota Diesel	10 kw in generator room
Generators Small	1	Honda gasoline	2000 Watt, 1-Barn,
Grills, wood	1		wood charcoal
Heaters Propane Wall heaters	3	Empire 20,000BTU	1-Shiloh, 1 public bath,1 Mad trapper
Heaters Propane Wall heaters	5	Empire 10,000BTU	1-Shiloh, 1, Mad Trapper 1 laundry, 2 Polecat
Hot water propane high temp	1	50 gal	Lodge
Hot water propane on demand	14		1- Lodge, 13 on demand in living QR
Insect Fogger	1		Barn
Intellectual Property			logos, website, email, Facebook, Google Voice, iMagic
Inverters	3		1 Lodge, 1 Mad trapper, 1 Shiloh
Inverter Batteries	16		12-6 volt, 4-8 volt

### **Kitchen Outdoor**

3 bay stainless steel sink, 6 burner gas grill, 2 small flat top grills, 4 Propane BBQ Grills, 1 Charcoal Grill, 2 6' Stainless Steel Tables, 2 picnic tables, propane burner

### **Kitchen Equipment**

Commercial microwave, Hobart meat slicer, Hobart 20-quart mixer, Berkal bread slicer, Duke convection oven, Vulcan 6 burner range & oven, 3' flat top griddle, Jackson dish machine w/ 4 dish racks, Bunn coffee machine, 3 bay commercial sink, 2, 4' stainless steel work tables, 4.5' x 5' stainless steel table w/ 16" x 17" sink & 3 shelves, 6' stainless, steel table w/ 4 shelves, 6' rolling rack w/ 8 full sheet pans, 4 half sheet pans, Set glass baking dishes, Set bread baking pans, 2 sets of stainless-steel pots & pans, commercial, 6 cast iron fry pans, 1 set copper fry pans, Full knife rack w/ all knife sizes, 4 Qt Kitchen Aid mixer, 3 Chest freezers – electric, 2 Upright refrigerators – propane, 30" x 30" Bain Maire steam table, 6' overhead hood fan, 8, 6' x 6' steel dry storage racks, 1 washing machine, 1 dryer, 6 color coated cutting boards, 12 storage bins for dry goods, 4 full sets of Cambro food storage containers, propane stove, 48" grill top

Kitchen Pots, Pans, Dishes

Service for 42 People



Lawn Mower		Xmart	Zero turn riding
Log Splitter			new 2017
Mattresses	48		Single and double
Phone solar panels in tree	4	Power to phones	Replaced by Starlink 2021
Phone systems	3		1 Lodge,1 Mad Trapper, 1 Shiloh
Phone STARLINK	2	Installed 2021	Internet, Phones
Phone system Batteries	17	6 Volt	4- Lodge,4 staff,5 Tower,4 Shiloh
Radio communication	8	Mobile	vehicles, Lodge & staff quarters
Refrigerators	7	Propane (non-electric)	1-Mad Trap,1-Shiloh,5 cabins
Row Boats	2		1-10 ft,1-16 ft.
Snow shoes	5	Old type Military	In sport shed
Stoves Cook	7	Propane	1-Mad trap,1-Shiloh, 5 cabins
Stoves Cook (Antique)	1	Original from 1895 lodge	Lodge
Tools		Various	Various hand, battery & electric
Towels/Linens		55 sets	for Cabins and 36 Pendelton Wool
			Blankets
Welder with generator			Barn
Welder gas and Torch	1		Barn
Wood Furnace for heat	1	Charmaster	Lodge
Wood stoves for heat	15	Englander	12 cabins, 1-staff, 1 Shiloh, 1 Lodge
<b>Hunting</b>			
Bear hunting sites	32	Leased	24 area A, 8 area B
Bear site stands	18	Black Shadow	Metal
Bear site locations	32	Garmin	GPS Locations
<b>Vehicles</b>			
	<b>Year</b>	<b>Name</b>	<b>Notes</b>
Bucket Loader (crawler loader)	1985	John Deere 450D	4 /1 bucket rebuilt track 2010, S/N: 707298
Snow Groomer	2011	Mogel Master	For grooming Snowmobile trails
Snow Tracker	2009		X-Country track Layer
Snowmobile	2008	Polaris IQ Tour	2 person, Purchased new 2010 VIN: SN1PT7FS58C341165
Snowmobile	2010	Polaris Wide Glide	For grooming trails VIN: SN1PU7ES5AC846238
Suburban 1500	2000	Chevrolet	Has canoe Racks VIN: 3GNFK16T2YG106993, 4X4, 180,504 miles
Trailers	2019	Pace	Garbage trailer 6 ft., model: JV4X6SI2 VIN: 53BPTE616KU035884, white
Trailers	1989	Custom 9T701 Tri-Axle	Flatbed, VIN: 1YB251752H1B1T675
Boat Trailer	1986	SHO NTRRL	VIN: 279919
Trailers	2009	NNT	16 ft. Moose trailer
Boat	1970	14' fiberglass	VIN:4KPBF17169N003026
Truck (pickup)	2006	Toyota Tacoma	HIN: STR7169G0677C7
			5spd manual, 4X4, 226,523 miles, VIN: 5TEUX42N76Z187940
Truck 5 Ton Dump	1970	Kaiser Diesel	10 Wheel Drive Army Surplus VIN: 05E91270C12810119, 17,781.4 miles, 2,515 hours
Truck Plow (large)	1979	Oshkosh Diesel	11 ft. Plow with 11 ft. wing Plow
UTV	2006	Kawasaki KAF 610 Mule	VIN: 17792
			1,370 hours

**Please note:** All furnishings and personal property in Shiloh Cabin & Mad Trapper Cabin will not be included in the auction. The appliances (stove, fridge & washer/dryer) will remain with the property.

## Timed Online Terms and Conditions of Sale

### Real Estate Auction 23-25

**Bowlin Camps Lodge - 28+/- Acres | 1737 Bowlin Pond Road, T4 & T5, R8, Maine**  
**Online Bidding: 2/26/2023 – 3/14/2023**

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Tuesday, March 14, 2023 commencing at 1:00 p.m. online at Proxibid.com.
2. Terms of Sale:
  - a. The sale is subject to all of those terms set forth in the advertisements of the public sale, including, but not limited to, the terms set forth below. Additional terms may be announced prior to the close of the sale.
  - b. The Property shall be sold subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement, a copy of which is available from the auctioneer, or in the "Download" section for this auction at Proxibid.com.
  - c. The Real Estate and any Personal Property located thereon (the "Property") will be sold **"AS IS, WHERE IS, AND WITH ALL FAULTS."** NORVEST, LLC (the "Seller") assumes that bidders have inspected the Property prior to the sale. The Property is offered for sale **"AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Property.
  - d. **Deposit**: A deposit to bid (a/k/a a hold on a valid Visa or MasterCard) of \$20,000.00 in US Funds must be left with the auctioneer prior to the sale. Upon becoming a successful winning bidder, a deposit in cash, certified check or wire transfer in the amount of **ten percent (10%) of the Final Purchase Price**, will be due and payable to Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102. The deposit must be received by auctioneer on or before **Wednesday, March 15, 2023 at 2:00 p.m. EST**, and once received by auctioneer, the hold on Buyer's credit card will be released. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned after the auction. The time to reverse a hold on a bidder's deposit varies by bidder's credit card processor; on average bidders will see the hold removed in 1 or 2 days.
  - e. **Buyer's Premium**: There will be an **eleven percent (11%) buyer's premium** added to the high bid price to equate the Final Purchase Price.
  - f. **Purchase and Sale Agreement**: Upon confirmation of the winning online high bidder, Auctioneer will email the winning bidder a Purchase and Sale Agreement. Upon receipt of the Agreement by the winning bidder, they shall immediately sign the Agreement and email or fax a copy of such said executed agreement to the auctioneer.
  - g. **Taxes, Fuels and Other Assessments**: Except as provided elsewhere herein, all tax provisions are set forth in the Purchase and Sale Agreement.
  - h. **Title Application & Documentation Fees**: In addition to signing the applicable Title Application (MVT-2) and Transfer of Ownership (MVT-16) documents immediately after the auction, the BUYER will also be responsible to pay Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102 a sum of **\$256.00** for associated title application fees and documentation fees. This payment is due at the Closing but can be delivered to Auctioneer's office

prior to closing. If the BUYER is not a Maine resident and will not be registering the vehicles in the State of Maine, the title application fees would not apply and the charges mentioned in this paragraph would be reduced to \$190.00.

i. **Sales Tax:** The Buyer will be responsible for a 5.5% State of Maine Sales Tax that will be assessed on the value of any personal property that is being sold with the real estate as set forth in the Purchase and Sale Agreement.

j. The balance of the purchase price will be due at the Closing of the sale of the Property, which shall occur on or before **forty-five (45) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the purchase price, in certified U.S. funds.

k. The deed to the real estate will be by Quitclaim Deed With Covenant. The high bidder shall at his/her cost pay all real estate transfer taxes (including the Seller's share, if any), whether assessed to purchaser or Seller. The personal property will be conveyed by a Quitclaim Bill of Sale.

l. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.

m. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the Buyer's rights under this Agreement to a third party.

n. The Seller and the auctioneer reserve the right, and subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

o. The auction is with reserve and is subject to confirmation of the Seller.

p. A record of bidding will be maintained by the Seller and/or the auctioneer for their own use.

3. **Auction Procedure:** Timed online auction via Proxibid.com. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The auctioneer will acknowledge the high bidder at the conclusion of the sale. The high bidder will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the auction.

4. **Disclaimer:** All bidders are invited to inspect the Property and the public records pertaining thereto prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The Buyer shall assume responsibility and expense for any title search, title examination or title insurance. **THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.**

5. **Risk of Loss:** The risk of loss with respect to the Property shall be with the Seller until the Closing shall occur.

6. **Possession:** Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

7. **Applicable Law:** You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title 11, Section 2-328 of the Uniform Commercial



Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.

8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please do not bid.

9. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.

10. Public Auction Bid Price Disclosure: The Seller and Buyer authorize the Auctioneer, its agents and employees, to disclose the public auction bid prices to any party prior to the actual closing date, and in the event of a non-confirmed, canceled, or defaulted sale.

11. Lead-based Paint and/or Lead-based Paint Hazards: Purchaser hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home."



# CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT FOR TITLE INSURANCE ISSUED BY CHICAGO TITLE INSURANCE COMPANY

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Maine Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:   
Michael J. Nolan  
President

ATTEST:   
Marjorie Nemzura  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

72C165D

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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2023-0599



# CHICAGO TITLE INSURANCE COMPANY

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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2023-0599





## CHICAGO TITLE INSURANCE COMPANY

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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2023-0599



## CHICAGO TITLE INSURANCE COMPANY

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION (NOT APPLICABLE IN THE STATES OF MAINE, RHODE ISLAND AND VERMONT)

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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AMERICAN  
LAND TITLE  
ASSOCIATION



2023-0599



# CHICAGO TITLE INSURANCE COMPANY

**Transaction Identification Data for reference only:**

Issuing Agent: Cumberland Title Services, LLC  
 Issuing Office: One Burton Street, Lincoln, ME 04457  
 Issuing Office's ALTA® Registry ID:  
 Loan ID No.:  
 Commitment No.: 2023-0599  
 Issuing Office File No.: 2023-0599  
 Property Address: 1737 Bowlin Pond Road, T4 R8 and T5 R8 WELS, ME 04765

## SCHEDULE A

1. Commitment Date: January 20, 2023 at 04:30 PM
2. Policy to be issued:
 

	Proposed Policy Amount:
a) ALTA Owners Policy (06/17/06)	\$10,000.00
PROPOSED INSURED: TBD	
3. The estate or interest in the Land described or referred to in this Commitment is:  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
Norvest, LLC
5. The Land referred to in this Commitment is described as set forth in "Exhibit A" is located at:
 

Street Address:	1737 Bowlin Pond Road
Subdivision/Condominium:	
City/Town	T4 R8 and T5 R8 WELS
County:	Penobscot
State/Zip:	Maine, 04765

Cumberland Title Services, LLC

By: \_\_\_\_\_  
Authorized Signatory

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**72C165D**

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# CHICAGO TITLE INSURANCE COMPANY

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  - a. Quit Claim Deed from Norvest, LLC to TBD.
5. All outstanding real estate taxes, water, sewer and other municipal charges to be paid at or prior to closing.
6. Seller/Borrower to provide satisfactory affidavit as to parties in possession and mechanics liens and, if new construction, an Indemnification from the seller/borrower, in order to modify or delete Exceptions 1 and 3 of Schedule B - Section 2 hereof from the Loan Policy only.
7. Seller/Borrower to provide Survey Affidavit for existing 1-4 family residential sales/purchases and refinances, a mortgage plot plan for 1-4 family residential new construction, or an instrument survey and surveyor's report in non-residential transactions in order to modify or delete Exception 2 of Schedule B - Section 2 hereof from the Loan Policy only.
8. For issuance of an ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence (02/03/10), including cash sales, a Maine Expanded Homeowner's Policy Affidavit (a/k/a Combined Survey/Mechanic's Lien/Persons in Possession Affidavit) along with payment of the applicable survey affidavit fee, or mortgage plot plan is required.
9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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## CHICAGO TITLE INSURANCE COMPANY

### SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights, facts, interests or claims of present tenants, lessees or parties in possession which are not shown by the Public Records, but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Notwithstanding coverage provisions to the contrary contained in the policy or policies to be issued, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
4. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
5. Real estate taxes and assessments, and water and sewer charges which become due and payable subsequent to the date of policy. Taxes are paid through June 30, 2020.
6. IF THE LAND IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of Maine or set forth in the Master Deed or Declaration of Condominium, in the related By-laws, or in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate Public Records and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy; loss or damage arising as a result of liens for common charges and attorney's fees in the enforcement of any lien for said charge.
7. Title to and rights of the public and others entitled thereto in and to those portions of insured premises lying within the bounds of adjacent streets, roads, and ways.
8. Any exception, reservation, restriction, easement or condition set out in the attached Exhibit A.

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**SCHEDULE B, PART II**  
(Continued)

9. Shortages in acreage or area which a correct survey would disclose and which are not shown by the public records
10. Terms and Provisions of the Maine Tree Growth Tax Law, Title 36 M.R.S.A. Section 571 et seq.
11. Subject to the terms, conditions and restrictions as set forth in the Easement Deed from J. M. Huber Corporation to Gardner Land Company, Inc., dated December 7, 2006 and recorded in Book 10755 Page 32, Penobscot County Registry of Deeds.
12. Rights of others in and to the use of appurtenant easements insured herein and terms and conditions relative to the use thereof.
13. Subject to and benefitted by the terms and conditions set forth in the Water Well and Water Line – Right of Way License between Heartwood Forestland Fund V.L.P. and Norvest, LLC, dated July 13, 2012 and recorded in Book 12924 Page 76.
14. Excepting the rights of others in and to the use of right of way as set forth in the Right of Way License between Heartwood Forestland Fund V.L.P. and Norvest, LLC dated July 13, 2012 and recorded in Book 12924 Page 72.
15. Excepting the rights of others in and to the use of right of way as set forth in the Easement from Norvest, LLC to Norvest, LLC dated September 5, 2013 and recorded in Book 13325 Page 256.

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2023-0599





## CHICAGO TITLE INSURANCE COMPANY

### EXHIBIT A

The land referred to in this Commitment is described as follows:

**PARCEL ONE:** Certain lots or parcels of land situated on each side of the East Branch of the Penobscot River in Township 4 Range 8 WELS, County of Penobscot and State of Maine, being bounded and described as follows, to wit:

**FIRST PARCEL:** Beginning at an iron pin at the intersection of the easterly shore of the East Branch of the Penobscot River with the Town Line between T4 R8 WELS and T 5 R 8, WELS; thence south seventy degrees east (S 70 deg. E) by and along the said Town Line eight hundred fifty-four and eight tenths (854.8) feet to an iron pin marking the southeasterly corner of an existing lease in T 5 R8 WELS in the name of Bowlin Camps; thence continuing south seventy degrees east ( S 70 deg. E) by and along the said Town Line one hundred eighty (180) feet, more or less, to an iron pin set; thence at right angles south twenty degrees west (S 20 deg. W) five hundred twenty-five (525) feet to an iron pin set; thence north seventy degrees west (N 70 deg. W) parallel to the said Town Line eight hundred seventy-six (876) feet, more or less, to an iron pin set in the easterly shore of the East Branch of the Penobscot River; thence generally northerly along the said East Branch five hundred sixty (560) feet, more or less, to the point of beginning,

**SECOND PARCEL:** Beginning at an iron pin situated in the westerly shore of the East Branch of the Penobscot River which is located south forty-eight degrees forty-one minutes west (S 48 deg. 41' W) two hundred seventy-four and two tenths (272.2) feet from an iron pin at the intersection of the easterly shoreline of the East Branch of the Penobscot River with the Town Line between T 4 R8 WELS and T 5 R 8 WELS; thence south seventy-two degrees west (S 72 deg. W) two hundred (200) feet to an iron pin; thence south eighteen degrees east (S 18 deg. E) two hundred (200) feet to an iron pin; thence north seventy-two degrees east (N 72 deg. E) two hundred (200) feet to an iron pin in the westerly shore of the East Branch of the Penobscot River; thence generally northerly by and along the westerly shore of the said East Branch two hundred (200) feet, more or less, to the point of beginning.

**PARCEL TWO:** A certain lot or parcel of land situated northerly of the south town line of Township 5 Range 8 and easterly of the east branch of the Penobscot River in Township 5 Range 8, County of Penobscot, and State of Maine, bounded and described as follows:

Beginning at a point where Bowlin Brook meets the East Branch of the Penobscot River; thence in a general southerly direction along the river a distance of six hundred forty-seven feet (647') to an iron rod set on the edge of the River marking the town line between Township 5 Range 8 and township 4 Range 8; thence S 70° along the town line and passing through the kitchen of the main camp and the bar of Smallwood a distance of eight hundred fifty-four and eight tenths feet (854.8') to an iron rod; thence N 40° E a distance of two hundred twenty feet (220') to an iron rod; thence N 1° 15' E a distance of one hundred seventy-one and eight tenths feet (171.8') to an iron rod; thence N 7° 15' E a distance of one hundred ninety-one feet (191') to an iron rod; thence N 31° 30' W a distance of one hundred eighty-two and eight tenths feet (182.8') to an iron rod; thence N 46° 45' W a distance of one hundred fifty-four and eight tenths feet (154.8') to an iron rod; thence N 45° W a distance of two hundred sixty-nine and nine tenths feet (269.9') to an iron rod set on the high water mark on the southerly side of Bowlin Brook; thence in a generally westerly direction along the edge of Bowlin Brook a distance of eight hundred sixteen feet (816'), more or less, to the point of beginning.

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**EXHIBIT A**  
(Continued)

Also conveying a non-exclusive right of way, to be used in common with Gardner Land Company, Inc., and others, over so much of the Bowlin Pond Road, so-called, that extends from the northerly line of township 5 Range 8 in a general southerly direction to the above described premises.

Also conveying a non-exclusive right of way, to be used in common with Gardner Land Company, Inc., and others, as set forth in the Easement Deed from Gardner Land Company, Inc. to Bowlin Camps LLC, dated January 19, 2007 and recorded in Book 10850 Page 178, Penobscot County Registry of Deeds.

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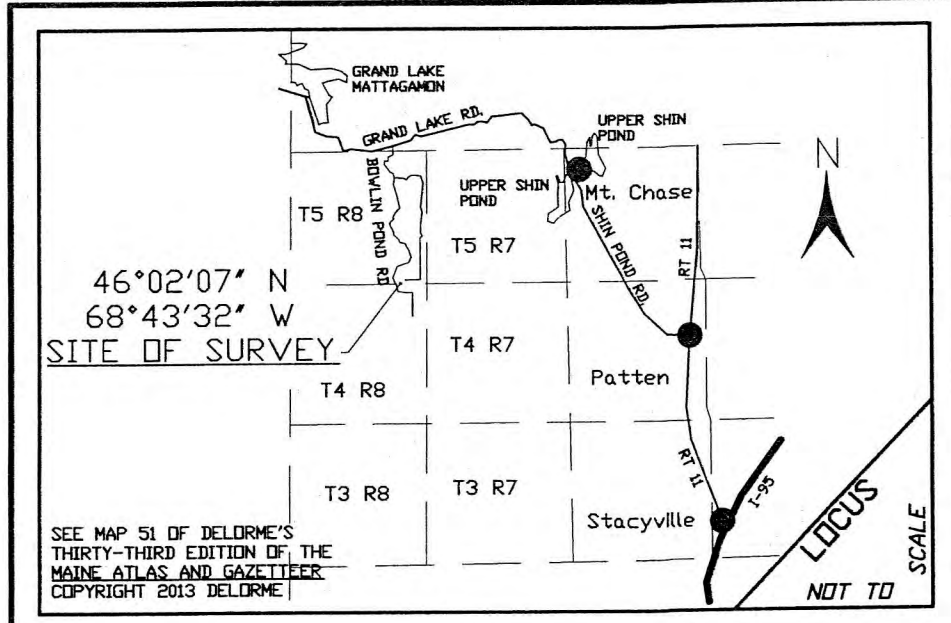
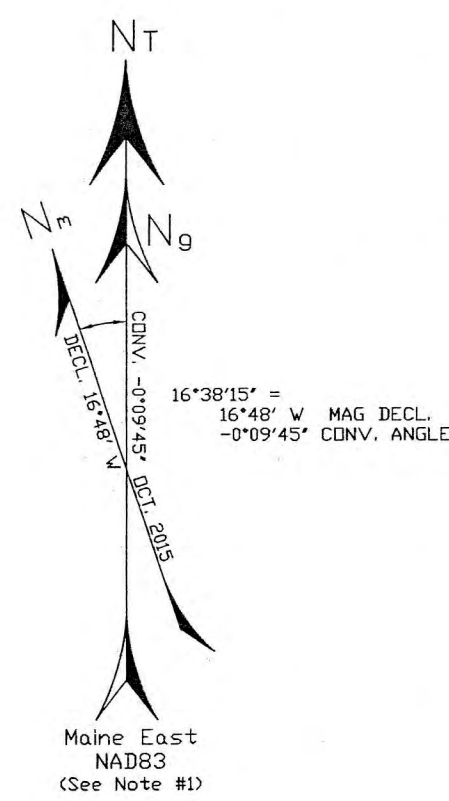


2023-0599



**NOTES:**

- Bearings are N.A.D. 83 Maine East Grid bearings based on GPS observations taken with Ashtech Promark2 receivers. Magnetic declination determined using 'Estimated Value of Magnetic Declination' calculator on the NDC website: <http://www.ngdc.noaa.gov/seg/geomag/Jsp/declination.jsp>
- Convergence angle was calculated for the coordinates: Lat: 46°02'07.13"N Long: 68°43'31.83"W. Distances are ground distances.
- Numbers in parentheses are record distances. Circled letters and numbers are shown to facilitate reference to monuments, boundary corners and points of interest. Surveyed property boundaries are depicted by corners A through L and back to A, also M through Q and back to M. This plan is intended to show that the property follows the waters of the East Branch of the Penobscot River and extends to the thread thereof. The property is limited on the north by the southerly edge of Bowlin Brook, which is depicted hereon as the approximate mean high water line of the brook.
- Client owns other land in T4 R8 WELS (see Book 12614, Page 285) said parcel was not surveyed or researched for the Client. The surveyed property may be subject to the easement from Norvest, LLC to Norvest, LLC described in Book 13325, Page 256, which runs southeasterly across the surveyed property from Bowlin Pond Rd. at its intersection with the south side of Bowlin Brook to the where line J-K intersects the gravel road near corner 7 at the west end of the 'Right of Way License' described in Book 12924, Page 72.
- Property may be subject to easement dated 10/17/2003 and recorded in Book 9455, Page 245, which includes multiple grantors and grantees.
- Boundaries are surveyed per measurements from deed descriptions, a portion of which is reflected on Ref. Plan #2. The town line location is based on said measurements and correlating evidence (monuments and blazed tree lines) found on the ground.
- Corner M was established using the record angle from Q to P and the record distance from Q (200').
- The East Shore and West Shore parcels are both subject to the Maine Shoreland Zoning Ordinance (within 250' of normal high water mark of the river) and to the rules of the Land Use Planning Commission (LUPC). The landowner should contact the regional LUPC office prior to making significant improvements to the property.
- A new description was prepared as a result of this survey. A survey report was not prepared.
- This plan is based on fieldwork and records research performed in November 2015; the research and improvements have not since been updated.



LEGEND	
●	FOUND IRON POST
⊠	REPORTED SEPTIC FIELD
⊞	REPORTED SEPTIC TANK
⊡	REPORTED SEPTIC PUMP
BOUNDARY	
---	PROPOSED REZONE LINE
---	ABUTTERS' BOUNDARIES, SUBDIVISION LOT LINES OR PRESUMED R.O.W. LINE
---	CENTER OF TRAVELED WAY
---	EDGE OF GRAVEL
---	APPARENT MEAN HIGH WATER RIVER
---	APPARENT MEAN HIGH WATER STREAM
---	WOODS LINE
---	WATER LINE

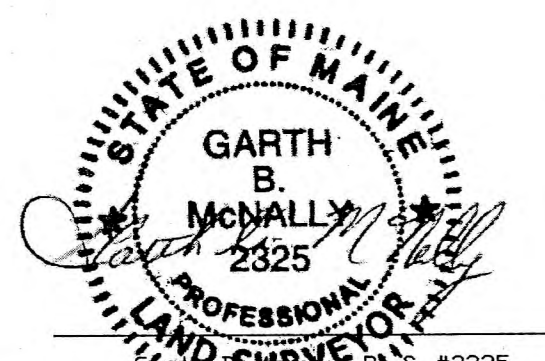


**REVISION:**  
 \* Removed 'PRELIMINARY' stamps that were shown on the May 23, 2016 plan.

This survey was performed under my direction in accordance with Chapter 90, 'Standards of Practice' of the 'Rules' of the Maine Board of Licensure for Professional Land Surveyors. This plan represents my professional opinion of the boundary surveyed, that the boundaries are in harmonious agreement with recorded and unrecorded documents and evidence located on the ground.

**REFERENCE PLANS:**  
 1. Plan of Townships numbered 4 in the eighth range of Townships West from the East line of the State of Maine, dated November 1839 by Zebulon Bradley and recorded in deed Book 150, Page 505 of the Penobscot County Registry of Deeds in Bangor, Maine.  
 2. Survey Plan for Jan Smallwood, dated November 22, 1989 by Gilbert Vitala, PLS and recorded in Plan Vol. C31-50 of said registry.

STATE OF MAINE  
 PENOBSCOT SS. REGISTRY OF DEEDS  
 RECEIVED \_\_\_\_\_  
 AT \_\_\_\_\_ AND RECORDED  
 INSTRUMENT NO. \_\_\_\_\_  
 FILE NO. \_\_\_\_\_  
 ATTEST \_\_\_\_\_



06/24/2016  
 Date

**BOUNDARY RETRACEMENT SURVEY OF THE LAND OWNED BY NORVEST, LLC LYING ON THE EAST SIDE OF THE EAST BRANCH OF THE PENOBSCOT RIVER AND ASTRIDE THE TOWN LINE BETWEEN T4 R8 WELS.S AND T5 R8 WELS.S, PENOBSCOT COUNTY, MAINE**  
 LOCATED:  
 At near the southern end of Bowlin Pond Road in T4 R8 WELS and T5 R8 WELS  
 OWNED BY and SURVEYED FOR:  
 NORVEST, LLC  
 203 Stevens Road  
 West Milford, New Jersey 07480

**MCNALLY LAND SURVEYORS**  
 44 Sherman Avenue, Bangor, ME 04401  
 Phone: (207)537-9209 Fax: (207)537-1453  
 email: info@mcnallylandsurveyors.com  
 DATE: MAY 23, 2015  
 JOB #: 15-33  
 CALCS: GBM  
 DRAFT: GBM  
 REVISED: JUNE 24, 2016  
 SCALE: 1 INCH = 60 FEET