

# PROPERTY INFORMATION PACKAGE

## | TIMED ONLINE AUCTION |



Our 8,531<sup>st</sup> Auction

**City Owned Real Estate Auction 23-30**

**2BR Ranch Style Home – Garage - .39+/- Acres**

**16 Fifth Street, Ellsworth, Maine**

**Bidding Begins: Sun, March 12<sup>th</sup> | 9AM**

**Bidding Ends: Wed, March 29<sup>th</sup> | 1PM**

**Keenan  
Auction  
Company®**



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

March 7, 2023

Dear Prospective Bidder:

Keenan Auction Company, Inc. would like to announce **City Owned Real Estate Auction 23-30**: Real estate consists of a .39+/- acre parcel improved by a circa 1936 ranch style home and a detached 1-car garage. The auction will be held via a timed online auction beginning on Sunday, March 12, 2023 at 9AM and ending on **Wednesday, March 29, 2023 at 1PM via the online bidding website, Proxibid.com**. Please find our detailed Property Information Package enclosed for your review.

The above property is subject to a **\$5,000.00** 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 in the amount of **\$5,000.00** within 24 hours following the close of the auction. Upon receipt of the deposit, Auctioneer will reverse the hold on the buyer's credit card. The balance of the purchase will be due and payable within **30 days** from date of auction. Holds for the unsuccessful bidders will be released after the conclusion of the bidding. There will be a **10% 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 Without Covenant. All other terms will be announced at the public sale and/or posted to the online bidding site.

Online Bidding Powered By: **proxibid**

To view this property on the online bidding website, please [click here](#) or visit Auctioneer's website. You must login to Proxibid in order to bid on 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. Thank you for your interest in this property..

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."**

**City Owned Real Estate Auction 23-30  
2BR Ranch Style Home – Garage - .39+/- Acres  
16 Fifth Street, Ellsworth, Maine**

**Prepared for:  
City of Ellsworth**

**Prepared by:  
Keenan Auction Company, Inc.**

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**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 David Reed  
Licensee's Name

on behalf of Keenan Auction Company, 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 23-30

City Owned

2BR Ranch Style Home - Garage - .39+/- Acres

**16 Fifth St., Ellsworth, Maine**

**ONLINE BIDDING BEGINS** Sun, Mar 12<sup>th</sup> at 9AM

**ONLINE BIDDING ENDS:** Wed, Mar 29<sup>th</sup> at 1PM

**Real Estate:** Consists of a .39+/- acre parcel with 106.5+/- ft. of road frontage. The property is improved with circa 1936 ranch style home (630+/-SF) designed with 4-rooms including a kitchen/dining area, living room with fireplace, 2-bedrooms, and 1-bath. There is also a full basement, 9'x13' rear deck and a detached 1-car garage with workshop area. Reference Tax Map 138, Lot 36.

**Preview: Wednesday, March 15, 2023 from 11AM-12PM**

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

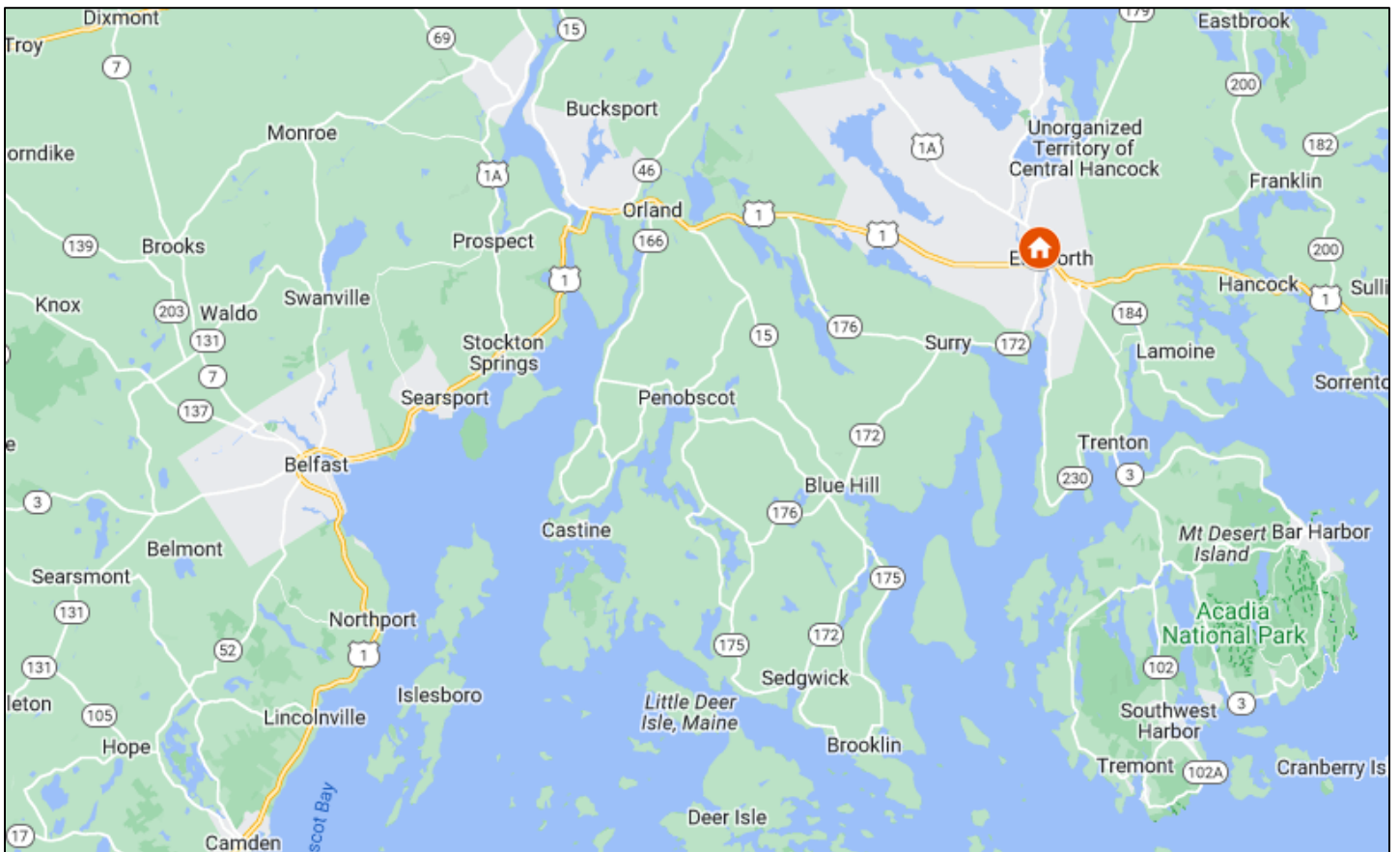
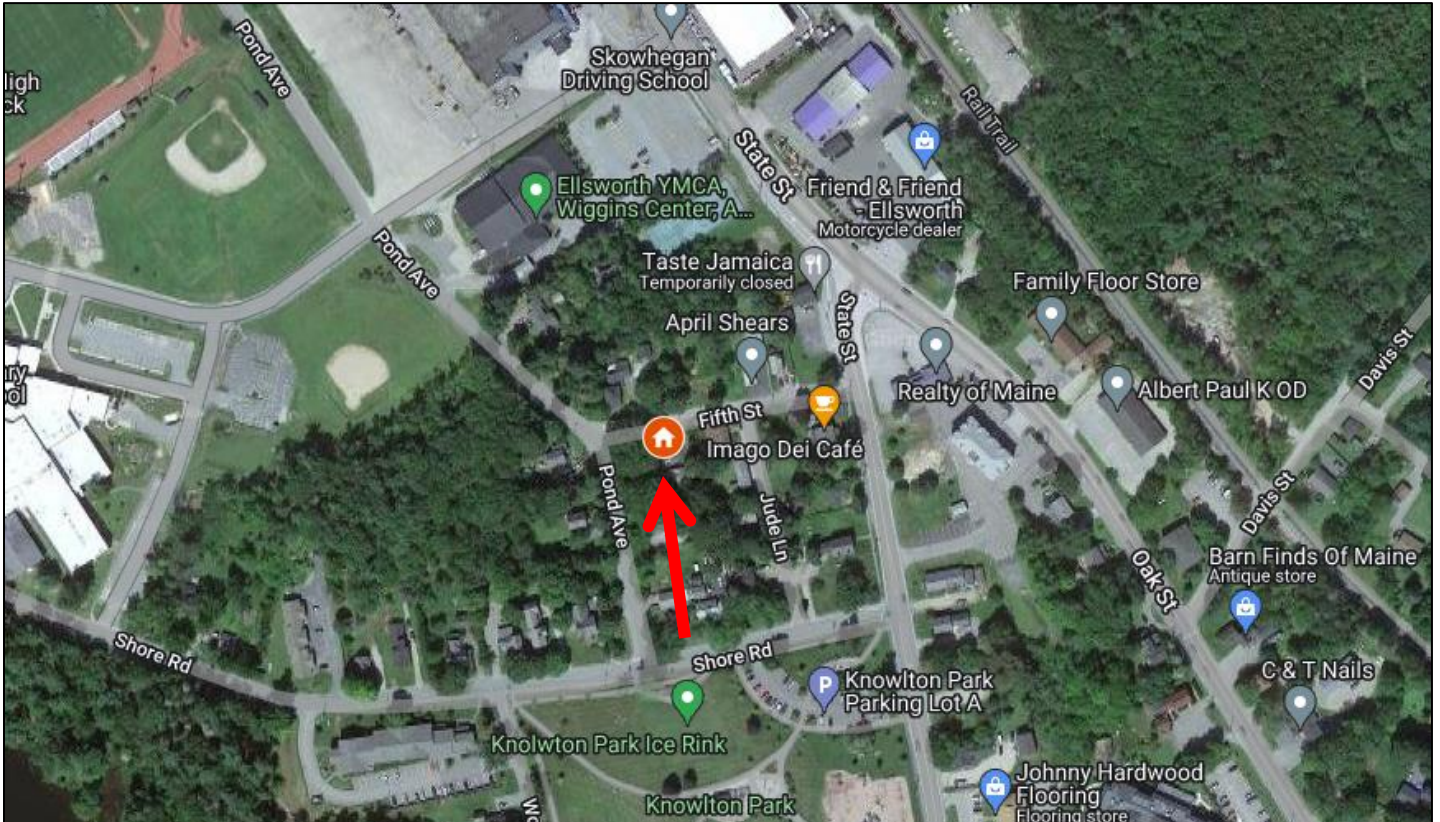
**Terms:** You must register with [Proxibid.com](https://www.proxibid.com) in order to participate in the auction. A **\$5,000** deposit in the form of a hold being placed on the online bidder's credit card is required as a qualification to bid. Winning bidder will need to submit a \$5,000 deposit payable 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 **30 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. A 10%

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2063 Congress Street  
Portland, ME 04102  
207-885-5100  
[info@keenanauction.com](mailto:info@keenanauction.com)

Buyer's Premium. For additional terms of sale and a Property Information Package visit [KeenanAuction.com](https://www.KeenanAuction.com) or call (207) 885-5100 and request by auction #23-30. Richard J. Keenan #236. Our 51<sup>st</sup> Year and 8,531<sup>st</sup> Auction.

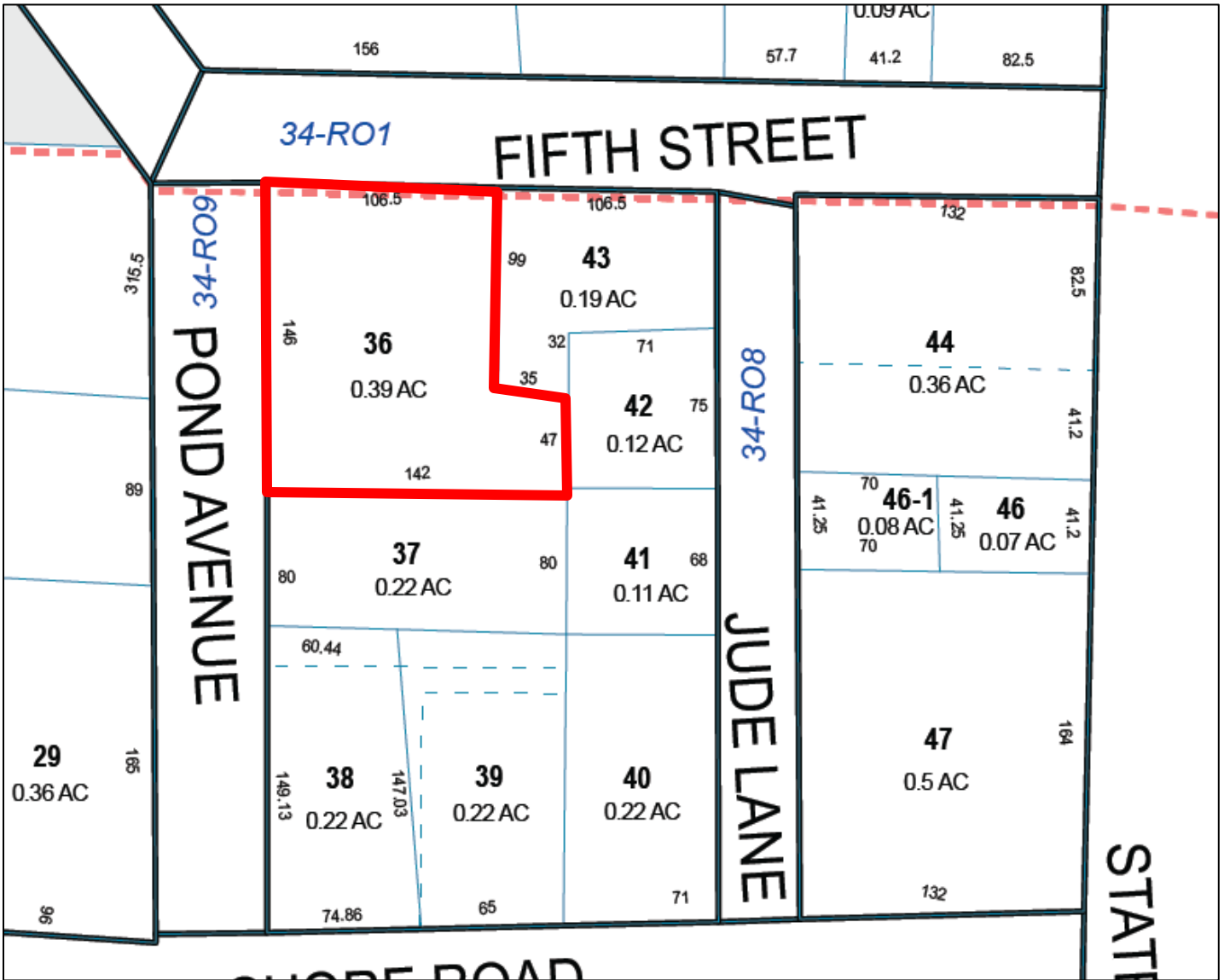
# Location Map





# Tax Map

[Map 138, Lot 36]



# Assessment Information

Property Location 16 FIFTH STREET Map Lot: **138/ 036/ 000/ 000/** City of Ellsworth Print Date 12/2/2022 2:29:0 Vision ID **70**

CURRENT OWNER		TOPO	UTILITIES	ROAD	LOCATION	CURRENT ASSESSMENT	
CITY OF ELLSOWRTH TAX FORECLOSURE		4 Rolling	2 city water 3 city sewer	1 Paved	3 Rural	Description	Assessed
1 CITY HALL PLAZA						RESIDNTL	82,570
ELLSWORTH ME 04605						RES LAND	25,185
GIS ID 138036000000		SUPPLEMENTAL DATA					
Assoc Pld#		List Price					
		List Date					
		CEMETER					
		FARMILAN					
		TG NEXT X					
		UNSURE					
		Current Us					
		GIS ID					

RECORD OF OWNERSHIP		BOOK	PAGE	SALE DATE	QU	VI	SALE PRICE	VC
CITY OF ELLSOWRTH		6857	460	12-14-2020	U	I	0	11
KARST KERRY PIR		6261	0105	08-05-2014	U	V	0	P
KARST KENNETH H		1060	0713		U	V	0	
Total		Amount		Total		93700		

EXEMPTIONS		Year	Code	Description	Amount
CITY GOVT		2022	30		107755.00
Total		Total		107,755.00	

ASSESSING NEIGHBORHOOD		Nbhd	Sub	GIS_REGION	Pocket NBH
Total		0001	A		

BUILDING PERMIT RECORD		Permit Id	Issue Date	Type	Description	Cost	Insp Date	% Comp	Date Comp	Comments
ENTRY										
Date		09-07-2006	06-19-2006	03-02-2006						
Id		PMH	ER	SF						
Is										
Cd		16	00	07						
Purpost/Result		Field Review Measur+Listed Measur/Inf/Dr Info taken at								

LAND SECTION		B	Use Code	Description	Zone	Land T	Land Units	Unit Price	Size Adj	Site Index	Cond	Nbhd	Nbhd. Adj	Notes	Location Adjustment	SPCL_U	Land Value
Total Land Area		1	1010	Single Fam	DT		16.988 SF	1.29	1.00000	1	1.00	50	1.000		0		21,900
Total Land Area						0.3900 AC											

CURRENT TAXABLE VALUATION		Building Value	Land Value	TOTAL Value	Exempt Value (reduction)	NET TAXABLE Value
Building Value		82,570	25,185	107,755	107,755	0
Land Value						
TOTAL Value						
Exempt Value (reduction)						
NET TAXABLE Value						

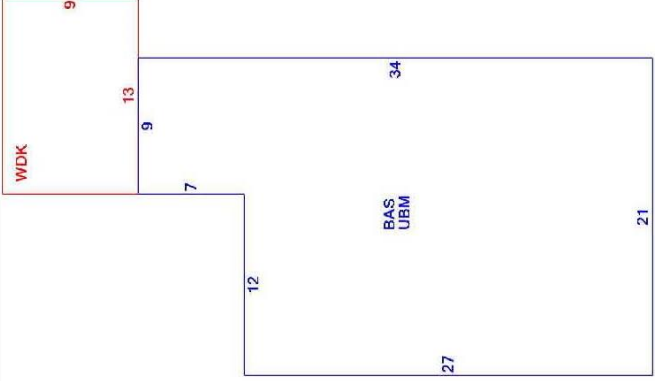
CONSTRUCTION DETAIL		Element	Description	Cd	Element	Description
Style:	01	Ranch				
Model	01	Residential				
Grade:	03	Average				
Stories:	1					
Occupancy	1					
Exterior Wall 1	25	Vinyl Siding				
Exterior Wall 2						
Roof Structure:	03	Gable/Hip				
Roof Cover:	03	Asph/F Gls/Cmp				
Interior Wall 1	05	Drywall				
Interior Wall 2						
Interior Flr 1	06	Inlaid Sht Gds				
Interior Flr 2	14	Carpet				
Heat Fuel	02	Oil				
Heat Type:	05	Hot Water Bbrd				
AC Type:	01	None				
Total Bedrooms	02	2 Bedrooms				
Total Bathrooms:	1					
Total Half Baths	0					
Total Xtra Fixrs	4					
Total Rooms:	02	Average				
Bath Style:	02	Average				
Kitchen Style:	02	Average				
3/4 baths						

CONSTRUCTION DETAIL (CONTINUED)		Element	Description
<b>CONDO DATA</b>			
Parcel Id	C	Ownership	
Adjust. Type	Code	Description	Factor%
Condo Flr			
Condo Unit			

CONSTRUCTION DETAIL (CONTINUED)		Element	Description
<b>COST / MARKET VALUATION</b>			
Building Value New			92,975
Year Built			1936
Effective Year Built			A
Depreciation Code			38
Remodel Rating			1
Year Remodeled			62
Depreciation %			57,600
Functional Obsol			
External Obsol			
Trend Factor			
Condition			
Condition %			
Percent Good			
Cns Sect Rcndld			
Dep % Ovr			
Dep Ovr Comment			
Misc Imp Ovr			
Misc Imp Ovr Comment			
Cost to Cure Ovr			
Cost to Cure Ovr Comment			

OB - OUTBUILDING & YARD ITEMS(L) XF - BUILDING EXTRA FEATURES(B)											
Code	Descript.	Sub	Sub Ty	U/B	Units	Unit Pric	Yr Bilt	Connd. C	% Gd	Grade	Appr. V
FGR1	GARAG	L			528	27.00	2006	E	90	0.00	12,800
FPL1	FIREPL	B			1	2200.00	1968	00	62	0.00	1,400

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	630	630	630	111.08	69,980
UBM	Basement, Unfinished	0	630	0	24.51	15,440
WDK	Wood Deck	0	117	0	21.84	2,555
Ttl Gross Liv / Lease Area		630		1,377		87,975



# Property Card: 16 FIFTH STREET

Town of Ellsworth, ME



Parcel Information	
<b>Parcel ID:</b> 138-036-000-000 <b>Vision ID:</b> 70 <b>Owner:</b> CITY OF ELLSOWRTH <b>Co-Owner:</b> TAX FORECLOSURE <b>Mailing Address:</b> 1 CITY HALL PLAZA  ELLSWORTH, ME 04605	<b>Map:</b> 138 <b>Lot:</b> 036 000 000 <b>Use Description:</b> Single Fam <b>Zone:</b> DT <b>Land Area in Acres:</b> 0.39
Sale History	Assessed Value
<b>Book/Page:</b> 6957/460 <b>Sale Date:</b> 12/14/2020 <b>Sale Price:</b> \$0	<b>Land:</b> \$25,185 <b>Buildings:</b> \$66,240 <b>Extra Bldg Features:</b> \$1,610 <b>Outbuildings:</b> \$14,720 <b>Total:</b> \$107,755

Building Details: Building # 1		
	<b>Model:</b> Residential <b>Living Area:</b> 630 <b>Appr. Year Built:</b> 1936 <b>Style:</b> Ranch <b>Stories:</b> 1 <b>Occupancy:</b> 1 <b>No. Total Rooms:</b> 4 <b>No. Bedrooms:</b> 2 <b>No. Baths:</b> 1 <b>No. Half Baths:</b> 0	<b>Int Wall Desc 1:</b> Drywall <b>Int Wall Desc 2:</b> <b>Ext Wall Desc 1:</b> Vinyl Siding <b>Ext Wall Desc 2:</b> <b>Roof Cover:</b> Asph/F Gls/Cmp <b>Roof Structure:</b> Gable/Hip <b>Heat Type:</b> Hot Water Bbrd <b>Heat Fuel:</b> Oil <b>A/C Type:</b> None



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

# Municipal Information

City Owned Real Estate Auction 23-30  
16 Fifth Street, Ellsworth, Maine

2023 Mill Rate \$ 15.70 Per \$1,000.00

Percent of Valuation at Market 100%

Tax Map 138, Lot 36

**2023 TAX VALUE:**

Land	\$ 25,185.00
Building	<u>82,570.00</u>
Total Value	\$ 107,755.00

**2023 ANNUAL REAL ESTATE TAXES:** Exempt from tax<sup>1</sup>

**REAL ESTATE TAXES DUE:** N/A

**PUBLIC WATER/SEWER DUE:** \$1,395.75

The above information was obtained from the Ellsworth City Hall. For further details on municipal information please contact the City Hall at 207-667-2563.

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<sup>1</sup> Since the property is owned by a municipality it is exempt from taxes. If the property was not tax-exempt, the annual tax amount for the 2023 tax bill would have been \$1,691.75. If the closing happens after April 1, 2023, the property will remain exempt from real estate taxes for the 2024 tax bills.

## PROPERTY DISCLOSURE

AUCTION #: 23-30

PROPERTY : 16 Fifth Street, Ellsworth, Maine

Would you please supply the following information for our Property Information Package:

### Section 1 - Private Water Supply System

- A. Type of System; None - Public Not Known \_\_\_\_\_
- B. Location; \_\_\_\_\_ Not Known \_\_\_\_\_
- C. Malfunctions; \_\_\_\_\_ Not Known \_\_\_\_\_
- D. Date of installation; \_\_\_\_\_ Not Known \_\_\_\_\_
- E. Date of most recent test; \_\_\_\_\_ Not Known \_\_\_\_\_
- F. Have you experienced a problem such as an unsatisfactory water test or a water test with notations; \_\_\_\_\_ Not Known \_\_\_\_\_

Section 2 - Insulation \_\_\_\_\_ Not Known

### Section 2-A - Heating System or Heating Source

- A. Type(s); Hot water Baseboard Not Known \_\_\_\_\_
- B. Age of system/source(s); \_\_\_\_\_ Not Known
- C. Name of company who services system/source(s); \_\_\_\_\_ Not Known
- D. Date of most recent service call; \_\_\_\_\_ Not Known
- E. Annual consumption per system/source; \_\_\_\_\_ Not Known   
(i.e. gallons, kilowatt hours, cords)
- F. Malfunctions per system/source within the past 2 years; \_\_\_\_\_ Not Known

### Section 3 - Waste Disposal System

#### **3-A. Private**

- A. Type of system; Public Not Known \_\_\_\_\_
- B. Size and type of tank; \_\_\_\_\_ Not Known \_\_\_\_\_
- C. Location of tank; \_\_\_\_\_ Not Known \_\_\_\_\_
- D. Malfunctions of tank; \_\_\_\_\_ Not Known \_\_\_\_\_
- E. Date of installation of tank; \_\_\_\_\_ Not Known \_\_\_\_\_
- F. Location of leach field; \_\_\_\_\_ Not Known \_\_\_\_\_
- G. Malfunctions of leach field; \_\_\_\_\_ Not Known \_\_\_\_\_
- H. Date of installation of leach field; \_\_\_\_\_ Not Known \_\_\_\_\_

**Section 3 - Waste Disposal System Disclosure Continued**

I. Date of most recent servicing of system; \_\_\_\_\_ Not Known \_\_\_\_\_

J. Name of contractor who services the system; \_\_\_\_\_  
\_\_\_\_\_ Not Known \_\_\_\_\_

K. For systems within shoreland zones, disclosures on septic systems required by Title 30-A, section 4216; \_\_\_\_\_ Not Known \_\_\_\_\_

**3-B. Public**

1. Have you experienced any system or line malfunction; \_\_\_\_\_ Not Known

**Section 4 - Known Hazardous Materials Disclosure**

Do you have any knowledge of current or previously existing known hazardous materials on or in the real estate, including but not limited to:

A. Asbestos; \_\_\_\_\_ Not Known

B. Lead based paint; \_\_\_\_\_ Not Known

C. Radon; \_\_\_\_\_ Not Known

D. Underground storage tanks; \_\_\_\_\_ Not Known

**Section 5 - Known Defects - Any known defects; See Attached** Not Known \_\_\_\_\_

**Section 6 - Access to the Property**

A. A public way; Fifth St. \_\_\_\_\_ Not Known \_\_\_\_\_

B. Any means other than a public way; \_\_\_\_\_ Not Known

B-1. Entity or person responsible for maintenance; \_\_\_\_\_ Not Known \_\_\_\_\_

B-2. Road Association; \_\_\_\_\_ Not Known \_\_\_\_\_

**Section 7 - Use for Manufacture of Methamphetamine**

Whether the property has been used for the manufacture of methamphetamine; \_\_\_\_\_ Not Known \_\_\_\_\_

*This disclosure will be included in our buyer's prospectus to be delivered to potential purchasers. Please do not leave any questions unanswered, indicate N/A or mark (X) Not Known.*

**POTENTIAL PURCHASERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC ISSUE OR CONCERN.**

Seller's signature [Handwritten Signature]

Date: 3/3/23

"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."

# Andrew McCullough

Engineering Consultants

93 Bucksport Road

PO Box 1497

Ellsworth, Maine 04605

Phone: 207-667-6551

Fax: 207-667-7137

e-mail: mccengr@gmail.com

September 14, 2022

Mrs. Lori Roberts, CEO  
City of Ellsworth  
1 City Hall Plaza  
Ellsworth, ME 04605

RE: 16 Fifth Street

Objective:

The Code Enforcement Officer asked us to review the condition of the existing structure at 16 Fifth Street, Ellsworth to determine if it is an Unsafe structure as defined in the Ordinances of the City of Ellsworth.

Date of Inspection: September 9, 2022

Observations:

All observations were made from the exterior of the structure.

The meter has been removed from the meter socket. There is no electricity to the existing house.

The exterior chimney on the west wall of the structure doesn't appear to be lined and the mortar and blocks are deteriorating.

It is not known whether this chimney was in use, but this chimney is not suitable for use.

The house has vinyl siding in good condition.

The asphalt roof shingles appear to be in serviceable condition.

The deck on the rear of the house or south end of the house is not structurally sufficient. This deck and the steps should be replaced.

The existing windows are older but have storm windows.



It appears that the existing driveway into the property encroaches on the abutter based on a sign and marking paint. The driveway may require relocation.

The existing foundation is granite block and brick above grade. It appears that there is a dirt floor in the basement. It is unknown what the level of groundwater is in the basement during a rain event.

I recommend either constructing a slab or placing a membrane and stone over the membrane to help manage the humidity in the basement.

Moisture in the basement may result in mold in the house. It is unknown whether there is mold in the house at this time.

There is a de-attached 2 car garage on the property.

Vinyl siding on the garage is in serviceable condition.

The roof framing of the garage needs to be improved. Rafter ties are sagging and the framing does not appear suitable for the design snow loads.

The wood garage door need paint.

Fill around the perimeter is up to the level of the siding. Fill should be removed and the ground graded to slope away to minimize moisture impacting the wood framing.

In summary, the existing structure may be habitable with the recommended improvements. The property boundary location needs to be accepted or any dispute resolved. The interior should be checked for the presence of mold and any mold remediation should be completed.

Respectfully Submitted,

  
Andrew McCullough, PE

**Purchase & Sale Agreement**  
**Auction 23-30**

This Agreement is entered into this 29<sup>th</sup> day of March, 2023, by and between CITY OF ELLSWORTH, having a mailing address of One City Hall Plaza, Ellsworth, Maine 04605, 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 16 Fifth Street, in the City of Ellsworth, County of Hancock and State of Maine. The real estate is more particularly bounded and described in **Exhibit A**, a copy of which is attached hereto and incorporated herein (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 **Five Thousand Dollars (\$5,000.00)**, 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 Thursday, March 30, 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 Without Covenant to the 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.
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

<sup>1</sup> Keenan Auction Company, Inc. has a hold on the BUYER’S credit card in the amount of \$5,000.00. Upon receipt of the above mentioned deposit, the hold on the BUYER’S card will be reversed.

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, SELLER'S counsel 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 **thirty (30) 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, including taxes for the current year, any unpaid taxes for any prior year, and any other fees including water and sewer charges due to municipal or quasi-municipal corporations, will be the responsibility of the BUYER. If applicable, as determined by the Auctioneer, the BUYER will be responsible to pay a 5.5% State of Maine Sales Tax on the value of any personal property being sold with the real estate. The sales tax will be due from the BUYER at closing and made payable to Keenan Auction Company, Inc., 2063 Congress Street, Portland, Maine 04102.

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

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

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

13. 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.

14. 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.

15. 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:**  
**CITY OF ELLSWORTH**

**BUYER:**

---

By:

Its:

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By:

Its:

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By:

Its:

# Exhibit A – Legal Description

FORM 1204 MAINE Quit Claim Deed—with Covenant

TUTBLANK REGISTERED US PAT OFFICE  
Tuttle Law Print Publishers Rutland Vt

2517 BOOK 1060 PAGE 713

## Know all Men by these Presents

That I, JEAN M. PRICE, formerly named Jean M. Harvey, of the County of Fairfax, State of Virginia

in consideration of one dollar and other valuable considerations,

paid by KENNETH H. KARST and KATHLEEN M. KARST, husband and wife, both of Ellsworth, County of Hancock, State of Maine,

the receipt whereof I do hereby acknowledge, do hereby remise, release, bargain, sell and convey, and forever quit-claim unto the said Kenneth H. Karst and Kathleen M. Karst, their heirs and assigns, as joint tenants (and not as tenants in common) and to the survivor of them, his or her

heirs and assigns forever,

certain lots or parcels of land, together with all buildings thereon, situated in Ellsworth, Hancock County, Maine, and bounded and described in deed from Minnie B. Young to Carl W. Young, dated June 14, 1951 and recorded with Hancock County Registry of Deeds in Book 741, Page 423, as follows:

"two certain lots or parcels of land situated in Ellsworth, Hancock County, Maine, with all buildings thereon, bounded and described as follows in accordance with a plan of land formerly of the Sabin Pond Estate, made by L. A. Wyman, Surveyor, viz:-

First Lot: Being Lot No. 2 on the Easterly side of Pond Street, bounded on the North by Lots No. 3 and 4; on the East by a lot marked "A. F. Burnham"; on the South by Lot No. 1; and on the West by Pond Street, being one hundred and twenty-seven (127) feet wide on Pond Street and extending back from same one hundred and forty-two (142) feet, containing eighteen thousand and thirty-four (18,034) square feet, more or less.

Second Lot: - Being Lot No. 3 on the East side of Pond Street and at the corner of Fifth Street, bounded on the North by Fifth Street; on the East by Lot No. 4 on said plan; on the South by Lot No. 2 and on the West by Pond Street, being ninety-nine (99) feet wide on Pond Street and one hundred six and one-half (106 1/2) feet wide on Fifth Street, and containing ten thousand five hundred forty-three and one-half (10,543 1/2) square feet, more or less.

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Excepting and reserving from the first lot above described a certain lot conveyed by George H. Savage to James DeWitt by deed dated September 23, 1940."

Said deed from George H. Savage is recorded with said Deeds in Book 675, Page 151.

The grantor acquired her title as devisee under the will of her mother, Mildred R. Young. Said Mildred R. Young acquired title as devisee under the will of her husband, Carl W. Young.

**Timed Online Terms and Conditions of Sale**  
**City Owned Real Estate Auction 23-30**  
**2BR Ranch Style Home – Garage - .39+/- Acres | 16 Fifth Street, Ellsworth, ME**  
**Online Bidding: 3/12/2023 – 3/29/2023**

1. Date/Place of Sale: The Property shall be sold, subject to these terms and conditions, on Wednesday, March 29, 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.**" CITY OF ELLSWORTH (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 **\$5,000.00** 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 \$5,000.00 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 Thursday, March 30, 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 2 or 5 days.
  
  - e. **Buyer's Premium**: There will be a **ten percent (10%) 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 and Other Assessments**: Except as provided elsewhere herein, all tax provisions are set forth in the Purchase and Sale Agreement.
  
  - h. The balance of the purchase price will be due at the Closing of the sale of the Property, which shall occur on or before **thirty (30) 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.
  
  - i. The deed to the real estate will be by Quitclaim Deed Without 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.

j. 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.

k. 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 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.

l. 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.

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

n. 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."