



**FORMER PUMP HOUSE
COBBOSSECONTEE LAKE ADJACENT
WINTHROP, ME**

Previews:

September 2 | 2:00 p.m. &
September 9 | 11:00 a.m.

Online Bidding Opens:

September 9 | 1:00 p.m.

Online Bidding Closes:

September 16 | 1:00 p.m.

Property Location:

28 Turtle Run Road
Winthrop, ME 04364

Property #:

AP26058

TRANZON AUCTION PROPERTIES
PO BOX 4508
PORTLAND, ME 04112

MIKE CAREY
P: 207-776-1936
MCAREY@TRANZON.COM



Dept. of Professional & Financial Regulation
Office of Professional & Occupational Regulation
MAINE REAL ESTATE COMMISSION

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

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

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

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

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

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

You May Become A Client

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

services required of all licensees listed above:

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

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

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

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

WHAT IS A DISCLOSED DUAL AGENT?

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

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

Remember!

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

THIS IS NOT A CONTRACT

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

To Be Completed By Licensee

This form was presented on (date) August 12, 2026

To _____
Name of Buyer(s) or Seller(s)

by Michael B. Carey
Licensee's Name

on behalf of Tranzon Auction Properties
Company/Agency

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

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

NOTICE
ATTENTION PROSPECTIVE BIDDERS

Tranzon Auction Properties is acting solely as agent for the Seller

All information contained in this document, and any and all marketing materials, including advertisements were obtained from sources believed to be accurate. However, no warranty or guarantee, either expressed or implied, is intended or made. Neither Tranzon Auction Properties nor its employees, affiliates, or agents (hereinafter "auction company") represent the buyer/bidder. All prospective buyers/bidders must independently investigate and confirm any information or assumptions on which any bid is based. Neither auction company nor sellers shall be liable for any errors or the correctness of information.

All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

Auction company and seller have the right to postpone or cancel the auction in whole or in part, in its sole discretion. Auction company and seller reserve the right to refuse admittance to or expel anyone from the auction premises for interference with auction activities, nuisance canvassing, soliciting or other reasons.

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 ME 04330.

Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

ONLINE BIDDING OPENS: Wednesday, September 9, 2026 | 1:00 p.m.

ONLINE BIDDING CLOSES: Wednesday, September 16, 2026 | 1:00 p.m.

PREVIEWS: Wednesday, September 2, 2026 | 2:00 p.m. & Wednesday, September 9, 2026 | 11:00 a.m.

PROPERTY DESCRIPTION

Let's get the strange part out of the way first: there is a 500,000-gallon holding tank sitting in a 19' tall sub-basement beneath this building. This was Winthrop's municipal pumping station, and while the town took the pumps, the wiring, and everything else with them, they left the tank. It's still down there, quietly being enormous.

Above it: 2,840± sq. ft. of brick and masonry, built in 1968, on 2.3 wooded acres near the shore of Cobbosseecontee Lake with a full basement (2,840± sq. ft.). It's an honest kind of empty up top too. No heat. No plumbing. No active electrical but recently installed electric service stubbed to the exterior. Flat roof, poured concrete floors, masonry interior walls, 10-foot ceilings, and a full, unfinished basement running the building's entire footprint.

What you're buying is 2.3 acres in a lake-adjacent setting, a very solid and very blank structure, and a half-million-gallon holding tank underneath it that most buildings simply don't have. This is a solid building with a very large waterproof hole in the ground underneath it and a past life it's not shy about.

- **Lot Size:** 2.3± acres
- **Parking:** On-site, paved
- **Building Size:** 5,680± sq. ft., including basement, but not the holding tank/sub-basement - that's additional space
- **Year Built:** 1968±
- **Stories:** 1
- **Construction:** Masonry
- **Basement:** Full, unfinished
- **Roof Cover:** Rolled composition
- **Exterior Siding:** Brick/masonry
- **Heat Source:** None
- **Parcel ID:** Map 53, Lot 3
- **Tax Year:** July 1st to June 30th
- **Tax Due Dates:** October 1, 2025 & April 1, 2026
- **Assessed Value:** \$26,700 (Land) + \$39,400 (Improvements) = \$66,100 (Total)
- **Annual Taxes (Tax Year 2025):** \$1,526.91
- **Water & Sewer:** Per town, public water and sewer are available.
- **Zoning District:** Per the municipal office, Resource Protection District. The former use as the town's pumping facility was a grandfathered permitted use but because the use has been inactive for 18 months the permitting of this grandfathered use has expired. Please call the Code Enforcement Office at 207-377-7200 ext. 6007 to verify information and for any questions pertaining to future use and process for use approval.

DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

PROPERTY SUMMARY (CONTINUED)

SUMMARY OF TERMS

Buyer's Premium: The greater of \$5,000 or ten percent (10%) of the high bid.

Closing: 45-day closing, sold in As-Is condition, no contingencies.

Deposit Amount: Ten percent (10%) of purchase price (high bid + buyer's premium) due within twenty-four (24) hours of auction end.

Agents Welcome: Agent participation is being offered. Please visit our website at www.tranzon.com/AP26058 or call us for details.

CONTACT

Mike Carey | Co-CEO

207-776-1936 Mobile

mccarey@tranzon.com

ME Auctioneer License #AUC1466

ME RE Lic. #DB919594

MUNICIPAL OFFICE

Website: www.winthropmaine.gov

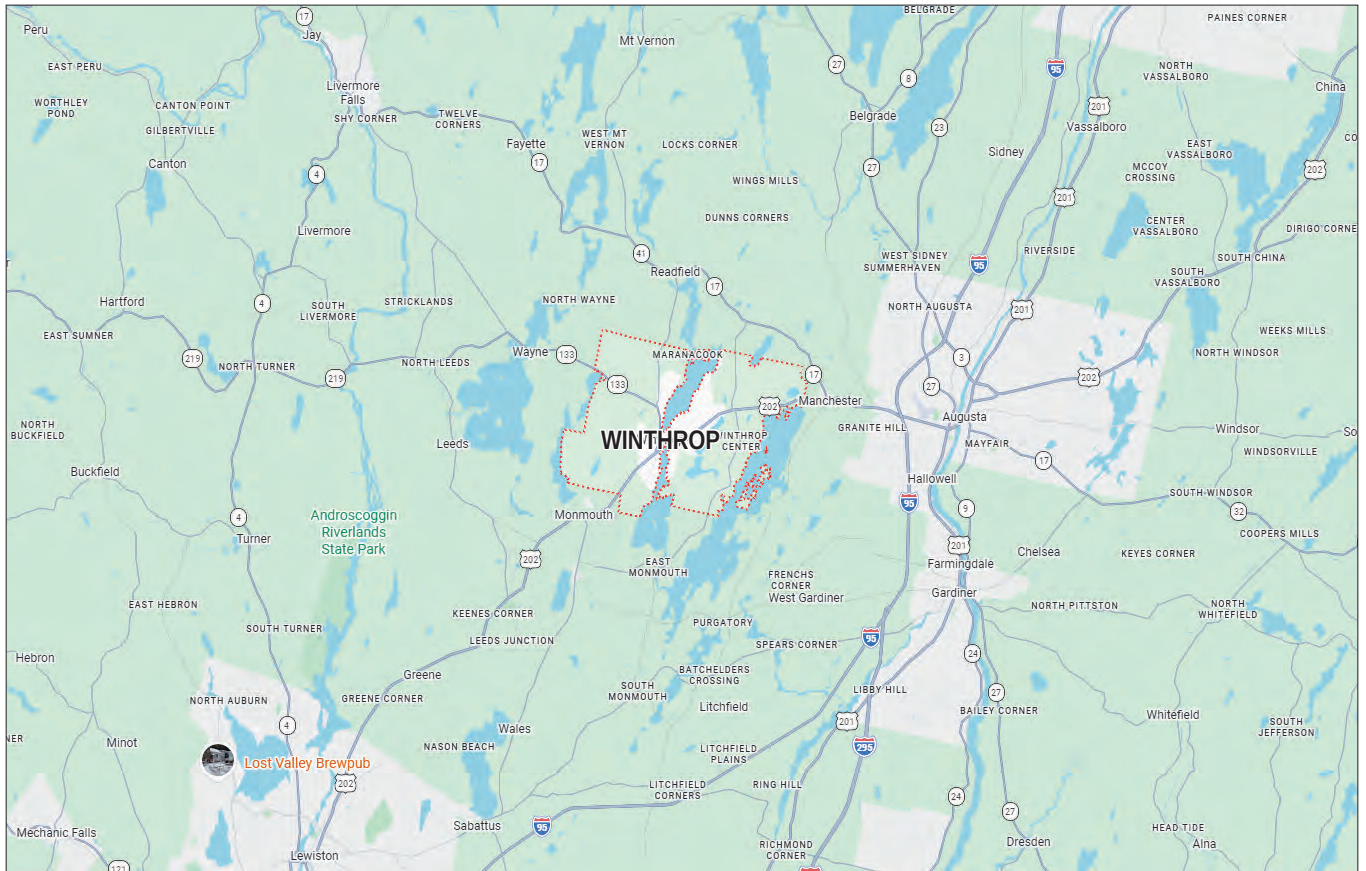
Tel: 207-377-7200

Assessor: Ext. 6006

DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.



AREA MAP



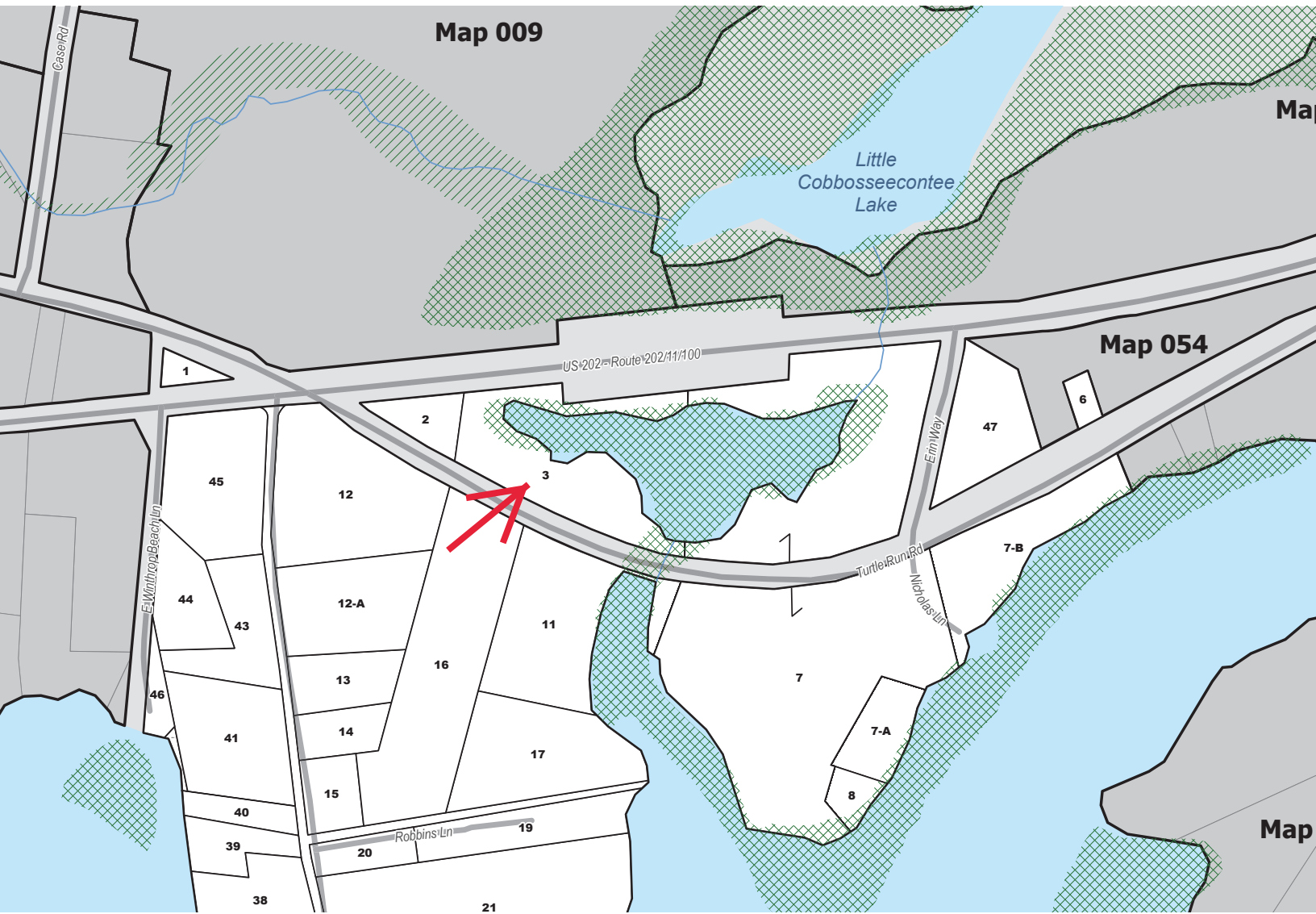
PROPERTY LOCATION MAP





 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**

Portion of Tax Map 53



28 TURTLE RUN ROAD

Location 28 TURTLE RUN ROAD

Mblu 053/ / 003/ 000/000

Acct# 1703

Owner HITCHCOCK & COMPANY LLC

Assessment \$66,100

Appraisal \$66,100

PID 3292

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2016	\$39,400	\$26,700	\$66,100
Assessment			
Valuation Year	Improvements	Land	Total
2016	\$39,400	\$26,700	\$66,100

Owner of Record

Owner HITCHCOCK & COMPANY LLC
Co-Owner
Address 316 WATER STREET
HALLOWELL, ME 04347

Sale Price \$18,000
Certificate
Book & Page 14891/ 301
Sale Date 10/17/2023
Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
HITCHCOCK & COMPANY LLC	\$18,000		14891/ 301	00	10/17/2023
IRONX LLC	\$0		6776/ 22	1N	

Building Information

Building 1 : Section 1

Year Built: 1968
Living Area: 2,841
Replacement Cost: \$139,462
Building Percent Good: 28
Replacement Cost
Less Depreciation: \$39,000

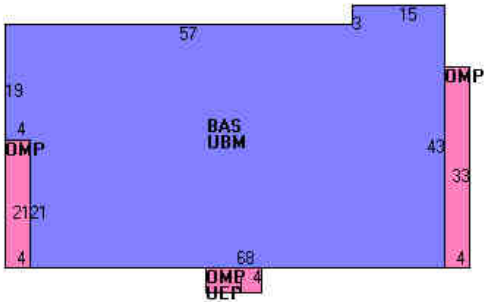
Building Attributes	
Field	Description
STYLE	Warehouse
MODEL	Commercial
Grade	Average
Stories:	1
Occupancy	1
Exterior Wall 1	Brick/Masonry
Exterior Wall 2	
Roof Structure	Flat
Roof Cover	Rolled Compos
Interior Wall 1	Minim/Masonry
Interior Wall 2	
Interior Floor 1	Concr-Finished
Interior Floor 2	
Heating Fuel	Coal or Wood
Heating Type	None
AC Type	None
Bldg Use	Industrial Bldg
Total Rooms	
Total Bedrms	
Total Baths	
1st Floor Use:	
Heat/AC	NONE
Frame Type	MASONRY
Baths/Plumbing	NONE
Ceiling/Wall	CEIL & WALLS
Rooms/Prtns	AVERAGE
Wall Height	10
% Comn Wall	

Building Photo



(https://images.vgsi.com/photos/winthropmePhotos//00\00\09\25.jpg)

Building Layout



(https://images.vgsi.com/photos/winthropmePhotos//Sketches/3292_3292.jpg)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	2,841	2,841
OMP	Porch, Open, Masonry	252	0
UBM	Basement, Unfinished	2,841	0
UEP	Porch, Enclosed, Unfinished	36	0
		5,970	2,841

Extra Features

Extra Features	Legend
No Data for Extra Features	

Land

Land Use		Land Line Valuation	
Use Code	3160	Size (Acres)	2.3
Description	Warehouse	Frontage	

Zone RP
Neighborhood 50
Alt Land Appr No
Category

Depth
Assessed Value \$26,700
Appraised Value \$26,700

Outbuildings

Outbuildings						<u>Legend</u>
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING-ASPHALT			720 S.F.	\$200	1
PAV1	PAVING-ASPHALT			880 S.F.	\$200	1

Valuation History

Appraisal			
Valuation Year	Improvements	Land	Total
2014	\$39,400	\$26,700	\$66,100
2013	\$39,400	\$26,700	\$66,100
2012	\$39,400	\$26,700	\$66,100

Assessment			
Valuation Year	Improvements	Land	Total
2014	\$39,400	\$26,700	\$66,100
2013	\$39,400	\$26,700	\$66,100
2012	\$39,400	\$26,700	\$66,100



TOWN OF WINTHROP
17 HIGHLAND AVE
WINTHROP, ME 04364-1499



OFFICE HOURS

Monday, Tuesday, Thursday 8:00 AM - 4:30 PM.
Wednesday 7:30 AM - 6:00 PM
Friday 8:00 AM - 12:00 PM

To pay online: winthropmaine.gov/payonline

S380996 P0 - 1of1

1800 HITCHCOCK & COMPANY, LLC
316 WATER ST
HALLOWELL, ME 04347-1500

ACCOUNT: 001703 RE
MIL RATE: 23.1
LOCATION: 28 TURTLE RUN ROAD
BOOK/PAGE: B14891P301 10/17/2023

ACREAGE: 2.30
MAP/LOT: 053-003

2025 REAL ESTATE TAX BILL

CURRENT BILLING INFORMATION

LAND VALUE	\$26,700.00
BUILDING VALUE	\$39,400.00
TOTAL: LAND & BLDG	\$66,100.00
OTHER	\$0.00
OTHER	\$0.00
OTHER	\$0.00
MISCELLANEOUS	\$0.00
TOTAL PER. PROPERTY	\$0.00
HOMESTEAD EXEMPTION	\$0.00
OTHER EXEMPTION	\$0.00
NET ASSESSMENT	\$66,100.00
TOTAL TAX	\$1,526.91
PAID TO DATE	\$0.00

TOTAL DUE ➡ **\$1,526.91**

FIRST HALF DUE 10/01/2025: \$763.46
SECOND HALF DUE 04/01/2026: \$763.45

THIS IS THE ONLY BILL YOU WILL RECEIVE

TAXPAYER'S NOTICE

This bill covers the fiscal year from July 1, 2025, through June 30, 2026.
Interest at 7.5% will be charged for unpaid balances beginning 10/2/2025 and 4/2/2026.
Please Note: This Is The Only Tax Bill You Will Receive.

Notice is hereby given that your property taxes are due 10/01/2025, for the first half and 04/01/2026, for the second half. Interest will be charged on unpaid taxes at an annual rate of 7.5% beginning 10/2/2025, for the first half and 4/2/2026, for the second half. As per state statute, the ownership and valuation of all real estate and personal property subject to taxation shall be fixed as of April 1 each year.

INFORMATION

For information regarding payments OR interest, please contact the Tax Collector. For Information regarding changes OR valuations, please contact the Assessor's Office. Both can be reached by phone at the Town Office at (207) 377-7200.

A STATE STATUTE REQUIRES THAT MUNICIPALITIES INFORM TAXPAYERS THAT STATE AID TO MUNICIPALITIES HELPS REDUCE LOCAL PROPERTY TAXES FOR THE FISCAL YEAR JULY 1, 2025 THROUGH JUNE 30, 2026. THE ESTIMATED STATE AID REDUCES LOCAL PROPERTY TAXES BY 46%. CURRENT OUTSTANDING BONDED INDEBTEDNESS IS \$1,970,392.00.

CURRENT BILLING DISTRIBUTION

SCHOOL	\$870.34	57%
COUNTY	\$106.88	7%
<u>MUNICIPAL</u>	<u>\$549.69</u>	<u>36%</u>
TOTAL	\$1,526.91	100.00%

REMITTANCE INSTRUCTIONS

Please make checks or money orders payable to
Town of Winthrop and mail to:

TOWN OF WINTHROP
17 HIGHLAND AVE
WINTHROP, ME 04364-1499

TOWN OF WINTHROP, 17 HIGHLAND AVE, WINTHROP, ME 04364-1499

ACCOUNT: 001703 RE
NAME: HITCHCOCK & COMPANY, LLC
MAP/LOT: 053-003
LOCATION: 28 TURTLE RUN ROAD
ACREAGE: 2.30



INTEREST BEGINS ON 04/02/2026

DUE DATE	AMOUNT DUE	AMOUNT PAID
04/01/2026	\$763.45	

----- PLEASE REMIT THIS PORTION WITH YOUR SECOND PAYMENT. SEND A SELF-ADDRESSED, STAMPED ENVELOPE FOR RECEIPT. -----

TOWN OF WINTHROP, 17 HIGHLAND AVE, WINTHROP, ME 04364-1499

ACCOUNT: 001703 RE
NAME: HITCHCOCK & COMPANY, LLC
MAP/LOT: 053-003
LOCATION: 28 TURTLE RUN ROAD
ACREAGE: 2.30



INTEREST BEGINS ON 10/02/2025

DUE DATE	AMOUNT DUE	AMOUNT PAID
10/01/2025	\$763.46	

PLEASE REMIT THIS PORTION WITH YOUR FIRST PAYMENT. SEND A SELF-ADDRESSED, STAMPED ENVELOPE FOR RECEIPT.

TRANZON AUCTION PROPERTIES' DISCLAIMER:

This is the Seller's recorded deed and is provided for informational purposes only. This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.

BK14891 PGS 301 - 302 10/17/2023 01:28:05 PM
 INSTR#: 2023020963 ATTEST: MATTHEW BOUCHER
 RECEIVED KENNEBEC SS REGISTER OF DEEDS
 eRecorded Document

**MAINE REAL ESTATE
 TRANSFER TAX PAID**

DLN: 1002346252854

WARRANTY DEED

Know All Men By These Presents

That **IRONX, LLC**, a Maine limited liability company of Winthrop, County of Kennebec and State of Maine, for consideration received, grants to **HITCHCOCK & COMPANY LLC**, a Maine limited liability company with a mailing address of 316 Water Street, Hallowell, Maine 04347, with warranty covenants, the following described property:

A certain lot or parcel of land situate in Winthrop and that part of the town known as East Winthrop, Kennebec County, State of Maine, bounded and described as follows:

Beginning at an iron pin driven into the ground at a point 113 feet east of the land of the Lewiston, Greene and Monmouth Telephone Company and on the northerly side of the County Road, so-called; thence running easterly along said County Road 290 feet, more or less, to the stream which runs from Little Cobbossee into Big Cobbosseecontee Lake; thence turning and running northerly along said stream to the State Highway, this point being 50.0 ft. southerly of the survey base line and at right angles to station 315.00 of the State Highway Commission's Right of Way Map "E" dated July 1940; thence turning and running westerly along the line of said State Highway 290 feet, more or less, to another iron pin located 113 feet easterly of the line of land of said Lewiston, Greene and Monmouth Telephone Company; thence turning and running southerly to the point of beginning together with all our right, title and interest in and to the fee to the center of both of said roads where contiguous to the granted premises, reserving and excepting all rights which the public may have in and to the same.

Also, a certain lot or parcel of land situated in the Town of Winthrop, in the County of Kennebec and State of Maine, bounded and described as follows:

Beginning at a copper rod, this point being in the northerly side of the old County Road; being the southeast corner of a parcel of land owned by the Lewiston Monmouth and Greene Telephone Company; and being a point 468 feet, more or less, westerly from the culvert through which Richards Brook so-called flows beneath the old County Road to Lake Cobbosseecontee; thence southeasterly along the northerly side of the old County Road 113.0 feet to the southwest corner of the land owned by Enson Katon; thence northeasterly along the northeast-southwest Katon property line to the State Highway; thence westerly along said highway 125 feet, more or less, to a point, thence southwesterly 134 feet, more or less, to the point of beginning. This trapezoidal lot contains approximately 0.4 acres.

Also, a certain lot or parcel of land in said Winthrop, bounded and described as follows:

Commencing at an iron pin on the north line of the County Road 65 feet, more or less, westerly of a culvert through which flows Richard's Brook and being at the southeasterly corner of premises now or formerly of Enson Katon; thence continuing in a northerly direction along the east line of said land of Katon 343 feet to his northeasterly corner; thence continuing in a southerly direction along the westerly line of premises now or formerly of Pardy to the center line of said culvert; thence continuing in a westerly direction along the northerly line of said road 65 feet, more or less, to the point of beginning.

The purpose of this conveyance is to convey interest, if any, owned by the grantors in a triangular parcel located easterly of and adjacent to premises of said Katon.

Excepting and reserving to the Augusta Water District, its successors and assigns, a fifteen (15) foot wide easement centered over the existing water line located on the above-described premises for the purpose of maintaining, servicing and repairing said existing water line. The Grantee agrees by acceptance hereof for itself, its successors and assigns, that the elevation of the land in the easement area will not be decreased by more than one (1) foot or increased by more than two (2) feet without the prior written consent of the Augusta Water District, its successors and assigns.

Meaning and intending to convey the same premises conveyed to the grantor herein by deed of Cornerstone Development Corporation, Inc. dated January 14, 2002 and recorded in the Kennebec Registry of Deeds in Book 6776 Page 22.

IN WITNESS WHEREOF Ironx, LLC has set its corporate hand and seal this 17th day of October, 2023.

Ironx, LLC

Witness

Terrilyn M. Simpson
By: Terrilyn M. Simpson, Sole Member

State of Maine
Kennebec, ss.

October 17, 2023

THEN PERSONALLY APPEARED the above named Terrilyn M. Simpson in her capacity as the sole member of Ironx, LLC and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said limited liability company.

Before me,

Kayla Fredette
Notary Public/Attorney at Law
Kayla Fredette
9/16/29

ZONING

For your convenience, a portion of the zoning is included in this package. Please contact the municipality to verify accuracy and obtain complete zoning information.

Additional zoning/land use information is available on the Town of Winthrop's website at <https://www.winthropmaine.gov/257/Code-Enforcement>. Click on Zoning Ordinance (3/18/19) amended February 2, 2026 on the left blue panel.

Interested parties should confirm this is the most current zoning/land use information.

TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.



Article III - Zoning Districts

10. Districts and Zoning Map

A. Official Zoning Map

The areas to which this Ordinance is applicable are hereby divided into the following districts as shown on the Official Zoning Map(s) which is (are) made a part of this Ordinance:

- (1) Resource Protection
- (2) Shoreland
- (3) Stream Protection
- (4) Public Water Supply
- (5) General Residential
- (6) Limited Commercial
- (7) General Commercial
- (8) Industrial
- (9) Village
- (10) Rural
- (11) Affordable Housing Overlay

B. Scale of Map

The Official Zoning Map shall be drawn at a scale of not less than: 1 inch = 2000 feet. District boundaries shall be clearly delineated and a legend indicating the symbols for each district shall be placed on the map.

C. Certification of Official Zoning Map

The Official Zoning Map shall be certified by the attested signature of the Municipal Clerk and shall be located in the municipal office.

D. Changes to the Official Zoning Map

If amendments, in accordance with Section 8, are made in the district boundaries or other matter portrayed on the Official Zoning Map, such changes shall be made on the Official Zoning Map within thirty (30) days after the amendment has been approved by the Commissioner of the Department of Environmental Protection.

E. Interpretation of District Boundaries

Where uncertainty exists with respect to the boundaries of the various Zoning Districts as shown on the Zoning Map, the following rules shall apply:

Additional content from previous item (E):

1. Boundaries indicated as approximately following the centerline of streets, highways, right-of-ways, or alleys shall be construed to follow such centerline;
2. Boundaries indicated as approximately following well-established lot lines shall be construed as following such lot lines;
3. Boundaries indicated as approximately following municipal limits shall be construed as following municipal limits;
4. Boundaries indicated as following railroad lines shall be construed to follow such lines;
5. Boundaries indicated as following shorelines of surface waters or wetlands shall be construed to follow such shorelines, and in the event of natural change in the shoreline, shall be construed as moving with the actual shoreline; the upland edge of a wetland shall be defined by the current National Wetlands Inventory maps (available from the Maine Geological Survey) and verified on the ground by the Codes Enforcement Office; boundaries indicated as approximately following the centerline of streams, ponds, lakes, or other bodies of water shall be construed to follow such centerlines;
6. Boundaries indicated as being parallel to or extensions of features indicated in subsections (1) through (5) shall be so construed. Distances not specifically indicated on the Official Zoning Map shall be determined by the scale of the map; and
7. Where physical or cultural features existing on the ground are at variance with those shown on the Official Zoning Map, or in other circumstances not covered by subsections (1) through (6), the Zoning Board of Appeals shall interpret the Zoning District boundaries.

F. Division of Lots by Zoning District Boundaries

Where a Zoning District boundary line divides a lot or parcel of land of the same ownership of record at the time such line is established by adoption or amendment of this Ordinance, the regulations applicable to the less restricted portion of the lot may be extended not more than 50 feet into the more restricted portion of the lot, subject to approval by the Planning Board in

accordance with the criteria for Conditional Use Permits and provided that it shall not extend into the Resource Protection, Shoreland, Stream Protection or Public Water Supply Districts.

G. Districts

To implement the provisions of this Ordinance, the Town of Winthrop is divided into Zoning Districts, located and bounded as shown on the Official Zoning Map, entitled “Zoning Map of Winthrop, Maine”, dated and filed by the Town Clerk and Chairperson of the Planning Board at the time of the adoption or amendment of this Ordinance certifying the date of such adoption or amendment.

(1) Resource Protection District.

The Resource Protection District includes areas in which development would adversely affect water quality, productive habitat, biological ecosystems, or scenic and natural values. This district shall include the following areas when they occur within the limits of the shoreland zone, exclusive of the Stream Protection District, except that areas which are currently developed and areas which meet the criteria for the Limited Commercial District need not be included within the Resource Protection District.

Additional content from previous item:

- a. Areas within 250 feet, horizontal distance, of the upland edge of freshwater wetlands and wetlands associated with great ponds and rivers, which are rated “moderate” or “high” value waterfowl and wading bird habitat, including nesting and feeding areas, by the Maine Department of Inland Fisheries and Wildlife (MDIF&W) that are depicted on a Geographic Information System (GIS) data layer maintained by either MDIF&W or the Department of Environmental Protection as of December 31, 2008. For the purposes of this paragraph “wetlands associated with great ponds and rivers” shall mean areas characterized by non-forested wetland vegetation and hydric soils that are contiguous with a great pond or river, and have a surface elevation at or below the water level of the great pond or river during the period of normal high water. “Wetlands associated with great ponds or rivers” are considered to be part of that great pond or river.
- b. Floodplains along rivers and floodplains along artificially formed great ponds along rivers, defined by the 100 year floodplain as designated on the Federal Emergency Management Agency’s (FEMA) Flood Insurance Rate

Maps or Flood Hazard Boundary Maps, or the flood of record, or in the absence of these, by soil types identified as recent floodplain soils.

- c. Areas of two (2) or more contiguous acres with sustained slopes of 20% or greater.
- d. Areas of two (2) or more contiguous acres supporting wetland vegetation and hydric soils, which are not part of a freshwater wetland as defined, and which are not surficially connected to a water body during the period of normal high water.
- e. Land areas along rivers subject to severe bank erosion, undercutting, or river bed movement.

2. Shoreland District.

The Shoreland District includes those areas within 250 feet, horizontal distance from the normal high-water line of great ponds, suitable for residential and recreational development. It includes areas other than those in the Resource Protection District, or Stream Protection District.

3. Stream Protection District.

The Stream Protection District includes all land areas within seventy-five (75) feet, horizontal distance, of the normal high-water line of a stream, exclusive of those areas within two hundred and fifty (250) feet, horizontal distance, of the normal high-water line of a great pond, or river, or within two hundred and fifty (250) feet, horizontal distance, of the upland edge of a freshwater wetland. Where a stream and its associated shoreland area are located within two hundred and fifty (250) feet, horizontal distance, of the above water bodies or wetlands, that land area shall be regulated under the terms of the shoreland district associated with that water body or wetland.

4. Public Water Supply District.

The Public Water Supply District surrounds ponds which serve as water supplies to Augusta and Winthrop. The use of Carlton and Narrows Ponds as water supplies, and the fact that these ponds have a low capacity for assimilating pollutants necessitates additional protective measures around them. Since runoff from agricultural and development activity is apt to cause water quality problems, more stringent controls on such activities are applied to land areas within 1,000 horizontal feet of the shorelines of these ponds and the streams linking them.

Additional content from previous item: Continuation of district descriptions.

5. General Residential District.

The General Residential District includes those areas suitable for residential and limited public and commercial development. It extends to additional areas to provide locations suited to mixed residential and commercial development on a limited scale, compatible with existing development and close to town services and utilities.

6. Limited Commercial District.

The Limited Commercial District includes areas of mixed, residential, and low and medium impact commercial uses. This district is devoted to a mix of residential and low intensity business and commercial uses.

7. General Commercial District.

The General Commercial District establishes areas intended for high impact commercial uses, which may not be as compatible with other land uses, such as residential or recreational activities. It is located so as to provide an area suited to such development due to site conditions such as soils, slopes, proximity to highway access and public water and sewer services.

8. Industrial District.

The Industrial District establishes an area in Winthrop intended for intensive commercial or industrial enterprises, which may not be compatible with other land uses, such as residential, recreational or agricultural activities. It is located so as to provide an area suited to development due to site conditions such as soils, slopes, proximity to highway and railway access and public water and sewer services.

9. Village District.

The Village District includes the most highly developed areas in town. Development is more dense than in other areas and covers a broad mix of land uses including commercial, recreational, public and residential. This district seeks to maintain the existing character and land use mix.

10. Rural District.

The Rural District includes land presently characterized by low density development, forests, abandoned fields, and farms. This District seeks to protect the existing open space, forestry, agricultural and residential uses,

and to restrict commercial activity.

11. Affordable Housing Development Overlay District.

1. The intent of this section is to comply with state law related to density bonuses for Affordable Housing Developments, as defined by this ordinance.
2. The Winthrop Affordable Housing Development Overlay District consists of the area served by public water and sewer as depicted on the Winthrop Zoning map.
3. For Affordable Housing Developments a density bonus of two and a half (2.5) times the number of units allowed per square feet of lot area in the base zoning district shall be allowed. Fractional results shall be rounded down to the nearest whole number.
4. Projects that meet the definition of Affordable Housing Development, as defined by this ordinance, are subject to:

Additional content from previous item:

- a. The Winthrop Subdivision Regulations
- b. Demonstration of long-term affordability by (1) execution of a restrictive covenant that is enforceable by a party acceptable to the municipality; and (2) recording the restrictive covenant in the appropriate registry of deeds to ensure affordability for at least thirty (30) years after completion of construction:
 - i. For rental housing, occupancy of all the units designated affordable in the development will remain limited to households at or below 80% of the local area median income at the time of initial occupancy; and
 - ii. For owned housing, occupancy of all the units designated affordable in the development will remain limited to households at or below 120% of the local area median income at the time of initial occupancy.
- c. Shoreland Zoning requirements.
- d. Minimum lot sizes for subsurface waste disposal if public sewer and water are not available.
- e. Written verification that each unit of the housing development is connected to adequate water and wastewater services before receiving a certificate of occupancy. Written verification must include the following:
 - i. If a housing unit is connected to a public, special district or other comparable sewer system, proof of adequate service to support any additional flow created by the unit and proof of payment for the connection to the sewer system
 - ii. If a housing unit is connected to a septic system, proof of adequate

sewage disposal for subsurface wastewater. The septic system must be verified as adequate by a local plumbing inspector pursuant to 30-A M.R.S. §4221. Plans for a subsurface wastewater disposal must be prepared by a licensed site evaluator in accordance with 10-144 C.M.R. Ch. 241, Subsurface Wastewater Disposal Rules.

- iii. If a housing unit is connected to a public, special district or other centrally managed water system, proof of adequate service to support any additional flow created by the unit, proof of payment for the connection and the volume and supply of water required for the unit; and

If a housing unit is connected to a well, proof of access to potable water, including the standards outlined in 01-672 C.M.R. Ch.10 section 10.25(J), Land Use Districts and Standards. Any test of an existing well or proposed well must indicate that the water supply is potable and acceptable for domestic use.

11. Table of land uses

11. Table of Zone Land Uses.

Key to Table 1:

Yes - Allowed (no permit required but use must comply with all applicable land use standards)

No - Prohibited

- **PB** - Allowed with Conditional Use Permit issued by the Planning Board.
- **CEO** - Allowed with Building or Use Permit issued by the Code Enforcement Officer
- **LPI** - Allowed with Plumbing Permit issued by the Local Plumbing Inspector

Abbreviations:

RP -	Resource Protection	GR -	General Residential
S -	Shoreland	LC -	Limited Commercial
SP -	Stream Protection	GC -	General Commercial
PW -	Public Water Supply	I -	Industrial

V - Village

R - Rural

Table 1. Land uses in the shore areas

Item	Land uses	District			
		RP	S	SP	PW
1.	Non-intensive recreational uses not requiring structures such as hunting, fishing and hiking	Yes	Yes	Yes	Yes
2.	Motorized vehicular traffic on existing roads and trails	Yes	Yes	Yes	Yes
3.	Clearing or removal of vegetation for activities other than timber harvesting	CEO ¹	CEO	CEO	CEO
4.	Fire prevention activities	Yes	Yes	Yes	Yes
5.	Wildlife management practices	Yes	Yes	Yes	Yes
6.	Soil and water conservation practices	Yes	Yes	Yes	Yes
7.	Surveying and resource analysis	Yes	Yes	Yes	Yes
8.	Emergency operations	Yes	Yes	Yes	Yes
9.	Agriculture	PB	PB	PB	PB
10.	Aquaculture	PB	PB	PB	PB
11.	Principal structures and uses				
A.	One and two family residential, including driveways	PB ⁶	CEO	PB ²	PB
B.	Multi-unit residential	No	PB	No	No
C.	Commercial	No ⁷	No ⁷	No ⁷	No ⁷
D.	Industrial	No	No	No	No
E.	Governmental and institutional	No	PB	No	No
F.	Small non-residential facilities for educational, scientific, or nature interpretation purposes	PB	CEO	PB ²	PB
G.	Accessory Dwelling Units ¹⁰	PB	Yes	Yes ²	Yes
12.	Structures accessory to allowed uses	PB	CEO	CEO	PB
13.	Piers, docks, wharfs, bridges and other structures and uses extending or located below the normal high-water line or within				

Item	Land uses	District			
		RP	S	SP	PW
	a wetland				
a.	Temporary	CEO ⁸	CEO ⁸	CEO ⁸	CEO ⁸
b.	Permanent	PB	PB	PB	PB
14.	Conversions of seasonal residences to year-round residences	No	LPI	LPI	LPI
15.	Home occupations	PB	PB	PB	PB
16.	Private sewage disposal systems for allowed uses	LPI	LPI	LPI	LPI
17.	Essential services				
A.	Roadside distribution lines (34.5kV and lower)	CEO ³	Yes ⁹	CEO ³	CEO ³
B.	Non-roadside or cross-country distribution lines involving ten poles or less in the shoreland zone	PB ³	CEO	PB ³	PB ³
C.	Non-roadside or cross-country distribution lines involving eleven or more poles in the shoreland zone	PB ³	PB	PB ³	PB ³
D.	Other essential services	PB ³	PB	PB ³	PB ³
18.	Service drops, as defined, to allowed uses	Yes	Yes	Yes	Yes
19.	Public and private recreational areas involving minimal structural development	PB	PB	PB	PB
20.	Individual private campsites	CEO	CEO	CEO	CEO
21.	Campgrounds	No ⁴	PB	No	No
22.	Road construction	No ⁵	PB	PB	PB
23.	Parking facilities	No ⁴	PB	No	No
24.	Marinas	No	PB	No	No
25.	Filling and earth moving of < 10 cubic yards	CEO	CEO	CEO	CEO
26.	Filling and earth moving of 10 to 25 cubic yards	PB	CEO	PB	PB
27.	Filling and earth moving > 25 cubic yards	PB	PB	PB	PB
28.	Signs *See article IV.12.I of this Ordinance	Yes	Yes	Yes	Yes
29.	Uses similar to allowed uses	CEO	CEO	CEO	CEO

Item	Land uses	District			
		RP	S	SP	PW
30.	Uses similar to uses requiring a CEO permit	CEO	CEO	CEO	CEO
31.	Uses similar to uses requiring a PB permit	PB	PB	PB	PB

1. In RP not allowed within 75 feet horizontal distance, of the normal high-water line of great ponds, except to remove safety hazards.
2. Provided that a variance from the setback requirement is obtained from the Board of Appeals.
3. See further restrictions in Section 14(I).
4. Except when area is zoned for resource protection due to floodplain criteria in which case a permit is required from the PB.
5. Except as provided in Section 14(F).
6. Single family residential structures may be allowed by special exception only according to the provisions of Section 15(F), Special Exceptions. Two-family residential structures are prohibited.
7. Except for commercial uses otherwise listed in this Table, such as marinas and campgrounds, that are allowed in the respective district.
8. Excluding bridges and other crossings not involving earthwork, in which case no permit is required.
9. Permit not required but must file a written “notice of intent to construct” with CEO.
10. Accessory Dwelling Units must meet the minimum land area required for a dwelling unit in the RP, S & SP Districts.

ONLINE TIMED AUCTION | FREQUENTLY ASKED QUESTIONS

When should I register for an online auction?

We recommend that you register as soon as possible. This allows you to become familiar with the online process and makes things easier when the auction opens.

Am I obligated to bid once I register?

No. You must register to be able to bid, but registration does not in any way obligate you to bid.

What is a bidding deposit? How is it different from an earnest money deposit?

Auction participants make a financial commitment to perform in order to be approved to bid, sometimes in the form of a credit card hold (see below) and sometimes in the form of certified or wired funds (also known as a bidding deposit) which are refunded after the close of the auction if you are not the winning bidder. Deposit terms and amounts for each auction can vary and are found in the Terms and Conditions.

The earnest money deposit is due upon notification that you are the winning bidder. This deposit acts as a payment toward the total purchase price and security against default. The amount of the deposit can be a percentage of your purchase price or a set amount. If certified or wired funds were required to bid, they will go toward any earnest money deposit amount due.

If you ask for my credit card information during the registration process, do you actually charge my card?

Your card will not be charged at the time of registration. However, a temporary hold may be placed on your card in lieu of a bidding deposit. The hold amount varies for different auctions (read the specific Terms and Conditions on the tranzon.com listing page or in the auction's Property Information Package). If you are not the successful bidder, any hold will be removed after the auction, generally within 24 hours. If you are the high bidder, the hold will remain in place until your obligations under the Terms and Conditions are met. Credit card holds are only processed as a penalty in the event that the high bidder defaults on his or her obligations under the Terms and Conditions.

Is the credit card hold a part of my earnest money deposit if I am the high bidder?

No. If a hold was placed on your credit card, you will need to comply separately with any earnest money deposit requirements. Once receipt of your earnest money deposit is confirmed, the hold on your card will be released. You will want to consult the Terms and Conditions for the auction to make sure you understand these requirements.

How do I register for an online auction?

You can register for an online auction through www.tranzon.com. Simply click "Online Auctions" in the BUY menu. Find the auction you are interested in and click the button that says "Login & Register to Bid." Then follow the instructions to register. You will be notified when your registration has been approved. After you have received approval notification, you can return to the auction at any time when bidding is open, log in, and bid.

When will the auction start? When will bidding end?

Bidding on any Tranzon online auction will begin and end at the times clearly shown on the listing page on tranzon.com and in the Property Information Package for the particular auction – or as extended (see "What is the auto-extend feature?" for more information). Please be careful to note that all times are expressed in Eastern Time (ET), so be sure to convert to local time for auctions outside of the Eastern time zone of the United States.

How should I prepare to participate in an online auction?

Here's a checklist you'll want to make sure to cover before you bid:

- ☐ Download and thoroughly read the Property Information Package (PIP), found in the "Documents" list on the property listing page, to make sure you understand what you're bidding on and the terms of the sale.
- ☐ Carefully read and accept the auction's Terms and Conditions.
- ☐ You're strongly encouraged to attend one of the available property previews or speak to the listed auction contact about scheduling a preview. Auction properties are sold without contingency, so you should see the property for yourself before bidding to ensure that it meets your needs as-is.
- ☐ Log into tranzon.com and register on the property listing page for your auction. You will be asked to certify that you have read and accepted the Terms and Conditions for the auction.

Should I wait until the last minute to bid?

You can certainly bid whenever you choose during the time that bidding is open. We recommend, however, that you not wait until the last minute to bid, in order to make sure that you do not miss an opportunity to bid because of technical or other issues that might arise. There is no particular advantage to waiting until the very last moment, as most Tranzon auctions feature an anti-sniping extension called auto-extend (see below) that limits a bidder's ability to become the winning bidder simply by submitting a bid at the very last moment.

What is the auto-extend feature?

If someone bids within the last few minutes of the auction, the timer for the auction will automatically extend. These "auto-extend" time periods can differ for particular auctions, so be sure to check the auto-extend times for your particular auction, which will be clearly noted in the Terms and Conditions. The extension process will continue until no further bids are placed before the closing time, as extended.

For example, an auction has a 2-minute auto-extend provision, and bidding is scheduled to close at 11:00 AM. A bid is placed at 10:59 AM (within 2 minutes of the scheduled closing time). This triggers an automatic two-minute reset of the countdown clock, adjusting the auction's end time to 11:01AM. The time will continue to extend in this way until no bids are placed for at least 2 minutes.

What is the Maximum Bid feature?

The Maximum Bid, or "Max Bid," feature allows you to put into the system your highest bid. The system will then bid on your behalf in the next increment up to but not exceeding that number. If no one bids against you, the system will not further raise your bid. Max Bidding is kind of a "set it and forget it" bid, but you will want to stay tuned to see if other bidders have exceeded your maximum. You can raise your Max Bid at any time prior to the close of bidding.

What happens if two people enter the same Maximum Bid?

If two bidders enter the same number as a Max Bid, the bidder who entered the Max Bid first will be considered the current high bidder at the full Max Bid amount (tie goes to the runner, in this case to the Max Bidder who was first-in-time to enter the Max Bid at that amount). For this reason, if you plan to enter a Max Bid, we recommend you enter it as soon as possible once the bidding starts.

After I have entered a Maximum Bid, what happens when someone enters a manual bid that is less than my Maximum Bid, or at the same level as my Maximum Bid?

After you have entered a Max Bid, if another bidder enters a specific (manual) bid at an amount less than your Max Bid, your bid will be advanced to the next increment higher than the other bidder's manual bid, subject always to not exceeding your Max Bid amount. If the other bidder enters a manual bid in the same amount as your previously-registered Max Bid, your Max Bid will match the manual bid and your Max Bid will be considered the high bid at that amount (again, tie goes to the runner, in this case the Max Bidder who had previously entered a Max Bid at that amount instead of the bidder who entered a manual bid at the same amount later).

I was the high bidder. What happens next?

An agent from our office will either call or email you soon after the bidding closes, typically within 24 hours.

- If the auction did not have a reserve and did not require seller confirmation, our agent will provide you with instructions for submitting your earnest money deposit, scheduling the closing, and other post-auction details.
- If the auction was subject to a reserve or required seller confirmation, our agent will advise whether your high bid has been accepted. If your high bid is accepted, we will provide you with instructions for submitting your earnest money deposit, scheduling of the closing and other post-auction details. If your high bid is not accepted, we will advise you as to next steps. In most cases where the high bid is not accepted by the seller, post-auction offers will be considered and should be submitted through the Tranzon agent.

What if I have other questions?

Call or e-mail the contact listed on the auction's property listing page or contact the Tranzon main office at 866-872-6966 (toll-free). Our auction professionals are always happy to help with any questions you might have.

SALE/LEGAL DOCS



Terms and Conditions for Timed Online Auctions

The following Terms and Conditions apply to all online auctions conducted by Tranzon member companies. The auction company or companies conducting this auction is or are referred to as "we" or "our" or "Auctioneer" in the following Terms and Conditions, and references to the Auctioneer include all of the Auctioneer's employees, officers, directors, principals, employees, agents and other representatives. The Auctioneer is a member company in Tranzon, LLC. All Tranzon member companies are independently owned and operated.

The Auctioneer is conducting this auction as an online auction only. Bidders are referred to as "you" or "your" or "Bidder(s)" in the following Terms and Conditions. You are required to acknowledge that you have read and understand these Terms and Conditions before you will be allowed to register for and bid at this auction. In addition, the Auctioneer may add additional terms and conditions (the "Additional Terms and Conditions") for this auction, and you will be required to acknowledge that you have read and understand any such Additional Terms and Conditions. Such Additional Terms and Conditions may include notification that there is a published or unpublished reserve, or that the results of the bidding at this auction are subject to Seller confirmation. In the event of any conflict between these Terms and Conditions and any such Additional Terms and Conditions provided by the Auctioneer, the Additional Terms and Conditions shall apply and shall supersede any conflicting provisions in these Terms and Conditions.

Agent for Seller: The Auctioneer does not own the property being sold in this auction. The Auctioneer is representing the Seller exclusively in this auction transaction.

Due Diligence: It is your responsibility to obtain and read the Property Information Package relating to the property being sold at this auction, as well as any and all other information made available on the Tranzon website relating to this auction and the property being sold at this auction. You acknowledge and represent that you have done so. Notwithstanding the foregoing, you also acknowledge and agree that the sale pursuant to this auction is being made on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied, by the Seller and/or the Auctioneer. You further acknowledge that any information contained in the Property Information Package or otherwise obtained through the Tranzon website or directly or indirectly from the Auctioneer and/or the Seller is being presented to the best of the Auctioneer's and the Seller's actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; assess the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice or your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer's website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.

No Conditions or Contingencies: Without limiting the generality of the foregoing, you acknowledge and agree (i) that the completion of the sale following the conclusion of the auction is not contingent upon any inspection or verification of any such information, and the Closing Date or Closing Time (as defined below) will not be extended in order to permit any such inspection or review; (ii) that neither the Seller nor the Auctioneer nor any broker participating in the transaction to which this auction relates shall have any liability for any relief, including damages of any kind, rescission or reformation of the Purchase Contract (as defined below) or adjustment to the terms of the Purchase Contract based upon any failure of the property to conform to any description contained in the Property Information Package, or to any standard or any expectation that you may have in connection with the property; and (iii) that the completion of the sale is not subject to any financing or other contingency of any sort. **You represent and warrant that by registering to bid and bidding during this auction, you have conducted all necessary investigations, and have determined to place a bid relying solely on your own independent investigation or verification of material facts concerning the sale and the suitability of the property for your intended use if you are the successful bidder.**

Registration and Verification: In order to bid at this auction, you will be required to register at the Tranzon website, www.tranzon.com (the "Tranzon website"). All Bidders seeking to register for this auction must be eighteen (18) years of age or older, must be eligible to bid in the Auctioneer's sole discretion based on the Auctioneer's past experience with the registering bidder or otherwise, and may be subject to verification through credit card information in the registration process. You may be asked to provide credit card information for this purpose, and we will use a third-party service or other process to verify that your credit card is valid and has available credit.

When your registration to bid on this auction has been approved, you will receive an email notification that you have been approved for bidding. In addition, bidding rights are not absolute, and all registrations, even if successfully verified by credit card as described above, are subject to manual verification at any time, and from time to time, by the Auctioneer. We may suspend or terminate your registration for this auction at any time, and for any and all reasons or for no reason, in our sole discretion. We will notify you by email if your approval to bid at this auction has been terminated or suspended.

Bidding Time: This auction is a timed auction event. Bidding is scheduled to begin and close at the times set forth on the Tranzon website. All time references on the bidding site for Tranzon online auctions are **expressed in Eastern Time**, and you should therefore be mindful of the need to convert to local time when bidding on auctions of properties located in other time zones. It is your responsibility to check the Tranzon website carefully so that you are aware of the scheduled closing time.

Extended Bidding Time: The Auction is scheduled to begin on the "Starting Date and Time" and tentatively end on the "Scheduled Ending Date and Time" that are listed on the property page of Tranzon's website; however, for a bid received just before the Scheduled Ending Date and Time, an automatic extension feature in the online-bidding platform will extend the Scheduled Ending Date and Time and keep the Auction open for an additional period of time beyond the time that the last bid was received, and this process will repeat every time a subsequent bid is received. Subsequent and additional extensions shall be applied to any and all bids placed during any such extension period until an extension period has expired without additional bids being placed, at which time the bidding time, as extended, shall be closed. The number of minutes of Extended Bidding Time may vary in the sole discretion of the Auctioneer. For example, if the extension period specified by the auctioneer is 4 minutes, and the scheduled ending time is 2 PM but a bid is placed at 1:59 PM, the auction closing time would be extended by 4 minutes and the auction would close at 2:03 PM. Because of the possibility of extended bidding time, Bidders should continue to participate in the auction until receiving notification that the auction has closed and, in the case of a presumed High Bidder, until receiving a notification of the amount of the high bid as of the time of closing of the auction.

Bidder Responsibility: Bidders must take care in entering bids, and each Bidder will be responsible for all bids placed under the Bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered Bidder and may not be modified, retracted or rescinded in whole or in part.

Bid Increments: Once bidding has commenced, any advances on a bid must be made in increments at least as great as those which we, in our sole discretion, have determined. We may, in our sole discretion, change or modify the required bid increments from time to time, or at multiple times, during the auction.

Maximum Bid Amount: We also provide opportunities for a bidder to submit a maximum bid amount (often called a "Max Bid") and to direct that our website bid on such bidder's behalf in scheduled increments until the maximum amount identified by the bidder has been reached. In the event that you later enter a

max bid with the same maximum bid amount as was previously authorized by another bidder's max bid, or enter a specific bid in the same amount as was previously authorized by another bidder's max bid, the other bidder's max bid as previously entered before your bid will be deemed to be the prevailing bid at that amount, and you will be deemed to be outbid. In the event that there should be any dispute among competitive bidders with regard to the identity or amount of the high bid, the Auctioneer may reopen bidding on the property and may, in conjunction with such reopening of the bidding, designate one of the bidders as the "High Bidder" in the Auctioneer's sole discretion. All decisions by the Auctioneer shall be final.

Technical Problems: We have made reasonable efforts to provide for online bidding for this auction. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the Tranzon website, our online bidding program and process, your or our internet service and access, and your connection to this auction's bidding program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in any way responsible for any such technical problems, and that you have no absolute or other right to be able to bid on this auction in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the auction and/or extend the bidding time for this auction and/or relist the property for auction at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final.

Terms Specific to This Auction or Property: As noted above, the Auctioneer may provide Additional Terms and Conditions that are specific to this auction or the property or properties being sold at this auction. Without limiting the generality of the foregoing, such Additional Terms and Conditions may, but shall not necessarily be required to, relate to the following provisions, among others: extended bidding time; and bid increments.

Bidding Authorization: A bid deposit in an amount set forth on the Tranzon website or as communicated by the Auctioneer in the Additional Terms and Conditions may be required in order to bid. Any such deposit will be required in actual funds, which the Auctioneer may hold until the completion of bidding and for a reasonable period of time to allow for the return of any such funds after the conclusion of the auction. Alternatively, in some instances a credit card preauthorization may be accepted for bidding authorization, not as a deposit. Please see specific requirements associated with the property for which you are registering to bid, as set forth on the Tranzon website or in the Additional Terms and Conditions.

Earnest Money Deposit: If you are the successful bidder, you may then be required to tender a deposit or an additional deposit in the form of a cashier's check or wire transfer, within 24 hours or such other time as may be specified by the Auctioneer following the close of the auction, to be held by the Auctioneer or a designated escrow agent, all as set forth on the Tranzon website or in the Additional Terms and Conditions.

Purchase Contract: If you are the successful bidder, you will be required to sign a purchase and sale agreement or similar agreement or document, however captioned or titled (the "Purchase Contract") and other necessary documents in the form designated by, and within the time periods established by, the Auctioneer, generally 24 hours. The terms of the Purchase Contract are expressly not negotiable and the Purchase Contract must be signed in the name of the high bidder and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Auctioneer in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the high bidder's purchase of the property must be completed. Copies of some or all of these documents are available on the Tranzon website or may be obtained from the Auctioneer, and it is your responsibility to obtain, read, and understand the provisions of any such documents before bidding at this auction. The Seller's obligations to the successful bidder are exclusively as set forth in the Purchase Contract.

Buyer's Premium: A buyer's premium ("Buyer's Premium") in a percentage specified by the Auctioneer as noted on the Tranzon website for each specific property auction or in the Additional Terms and Conditions may be added to the successful bidder's highest bid price. Any such Buyer's Premium shall become part of the total purchase price in the Purchase Contract, and must be paid by the successful bidder.

Closing: All sales must close within a period of time (the "Closing Time") or on a date certain (the "Closing Date") set forth in the Purchase Contract, unless extended by the Seller in writing. Unless otherwise provided in the Purchase Contract or other documents pertaining to this particular auction, any extensions shall be requested in writing not later than five (5) days before expiration of the Closing Time or the scheduled Closing Date, as the case may be, and any such requests may or may not be considered by the Seller and granted by the Seller in the Seller's sole discretion. In preparation for the closing, the balance of the purchase price and any and all other funds necessary to complete the purchase must be provided by the successful bidder to the Seller or its closing agent(s), in immediately available funds or by wire transfer as directed by the Seller's closing agent(s), not later than forty-eight (48) hours before the scheduled closing or at such other time as may be expressly designated by the Seller's closing agent(s).

High Bidder's Default: Successful Bidders who fail to close in a timely manner for any reason shall be required to release their deposit(s) to Seller as partial and nonexclusive liquidated damages and not as a penalty, and the Seller retains the unilateral right to cancel any escrow and retain the successful bidder's deposit in the event the successful bidder fails to complete the purchase as required by the terms of the Purchase Contract. In addition, in the event the successful bidder fails to submit the executed Purchase Contract and any required earnest money deposit as required by these Terms and Conditions and any Additional Terms and Conditions, the successful bidder agrees to pay to the Auctioneer a fee in the amount of Ten Thousand Dollars (\$10,000.00) or such other amount as may be specified in any Additional Terms and Conditions, which amount may be paid by retention of the high bidder's deposit check or the credit card submitted for bidding authorization, in the sole discretion of the Auctioneer, as a penalty for non-performance. A successful bidder who fails to submit an executed Purchase Contract, fails to make any required earnest money deposit, or fails to close in a timely manner may also be prohibited from bidding on future auctions conducted by the Auctioneer or the Auctioneer's affiliates, in the discretion of the Auctioneer and any such affiliate or affiliates. These remedies are in addition to any other remedies, including specific performance, and/or additional money damages that the Seller and/or the Auctioneer may have in equity or at law. The Auctioneer and the Seller also reserve the right immediately to put the property up for sale again.

General Terms and Conditions: You acknowledge and understand that the Auctioneer reserves the right, for any reason or for no reason in the Auctioneer's sole discretion, (i) to determine who has access to and who may bid at this auction, (ii) to postpone or cancel the auction, (iii) to withdraw the property or any one or more properties from the auction, (iv) to change any terms of the auction or particular conditions of sale upon announcement prior to or during the course of the auction, (v) to bid on behalf of the Seller up to the amount of any reserve price, where permitted by law, (vi) to reject any and all bids, and (vii) to select the winning bid. You further acknowledge that neither the Seller nor the Auctioneer nor any broker involved in this auction is making any representation or warranty as to the manner in which the sale process will be managed, and that, except as may otherwise be provided by law, any acceptance of a winning bid prior to the execution of a binding Purchase Contract may be rescinded by the Seller in the Seller's sole discretion and for any reason whatsoever including the receipt of a subsequent bid, and that the Seller's obligation to sell any property or properties in this auction shall not be binding until such final Purchase Contract is signed and delivered by the Seller and the winning bidder. The Auctioneer may sell the property or any one or more properties subject to this auction in advance of the auction, in the Auctioneer's sole discretion. The sole and exclusive venue for any disputes regarding or relating in any way to this auction or the transactions made in conjunction with this auction shall be in the state courts of general jurisdiction located in the jurisdiction where the property that is subject to this auction is located, or if more than one such jurisdiction is related to such property or properties, in any one of such jurisdictions as the Auctioneer may select, or, at the election of the Seller in its sole discretion in any jurisdiction where the Seller maintains a principal or other place of business, and you irrevocably submit to the jurisdiction of such courts.

Additional Online Terms and Conditions – Winthrop, Maine

- **Sale is for Real Estate Only:** No personal property is being conveyed unless stated otherwise in the Purchase and Sale Agreement.
- **Property Information Package:** Prior to bidding, interested parties should download and review the Property Information Package (PIP) available at www.tranzon.com/AP26058. In addition to property information, the PIP includes Online Auction FAQs.
- **Subject to Sale Prior to Auction:** Property may be sold prior to conclusion of online bidding.
- **Auction Type:** Seller has the right to reject or accept high bid. High Bidder will be notified if high bid has been accepted or rejected.
- **Bidding Authorization Credit Card Hold:** \$2,000.00 credit card hold at the time of registering to bid online.
- **Proof of Funds:** At Seller's sole discretion, Seller has the right to request proof of funds from any registered bidder and has the right to request Auctioneer to suspend or terminate bidding privileges.
- **High Bidder's Default – Non-Performance Fee:** As noted in the Terms and Conditions for Timed Online Auctions, failure of High Bidder to submit an executed Purchase & Sale Agreement and any required earnest money deposit will result in the defaulted High Bidder's registered credit card being charged a fee equal to up to \$10,000.00 for non-performance.
- **Bidding:** Bidders must take care in entering bids, and each bidder will be responsible for all bids placed under the bidder's approved registration. Once entered and recorded online, a bid is deemed to be final on behalf of the registered bidder and may not be modified, retracted or rescinded in whole or in part.
- **Extended Bidding Time:** As noted in the Terms and Conditions for Timed Online Auctions, there is an automatic extension feature that will extend the auction ending time for an additional period of time. The extension bidding time for this auction will be 2 minutes. For complete details, please see Extended Bidding Time in the Terms and Conditions for Timed Online Auctions.
- **Buyer's Premium:** A Buyer's Premium will be added to the High Bid amount. The Buyer's Premium will be **the greater of** \$5,000 or ten percent (10%) of the High Bid amount.

Purchase & Sale Agreement Execution: At the time of registering to bid for an online auction, bidders must provide an e-mail and telephone number they can be reached at immediately following the close of the online bidding event. Immediately after the close of the online bidding event, High Bidder must execute the Purchase & Sale Agreement via a secure online document signing service. The High Bid offer will remain valid, irrevocable and available for the Seller's acceptance.

- **Earnest Money Deposit:** High Bidder will be required within twenty-four (24) hours following the close of the online auction bidding event, to submit to Tranzon Auction Properties by wire transfer, bank check, cashier's check or certified check in United States funds and payable to Tranzon Auction Properties Escrow Account, a non-refundable (unless High Bid rejected) Deposit equaling ten percent (10%) of the Purchase Price (High Bid Amount + Buyer's Premium = Purchase Price).
- **Closing:** Must be on or before the date indicated in the Purchase and Sale Agreement.
- **Agents Welcome:** Agent participation is being offered. Please visit our website at www.tranzon.com/AP26058 or call us for details.

PURCHASE AND SALE AGREEMENT
REAL ESTATE

This Purchase and Sale Agreement (hereinafter called "**Agreement**") is made this _____ day of _____, 2026 by and between **Hitchcock & Company, LLC** with an address of 316 Water Street, Hallowell, ME 04347 (hereinafter called "**Seller**")

and

_____ with an address of _____
(hereinafter called "**Buyer**"), who agree as follows:

WHEREAS, by making a bid/offer for the Property, the Buyer is deemed to have acknowledged and read this Agreement and all other disclosures and information about the Property and has agreed that the Buyer understood those documents and agreed to be bound by them; and

WHEREAS, the Buyer was the high bidder at the conclusion of the auction (if applicable) for the Property; and

NOW THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, the sufficiency of which is acknowledged, the Seller and Buyer agree as follows:

1. Description of Property to be Conveyed. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the real estate and any improvements thereto located at **28 Turtle Run Road, Winthrop, Kennebec County, Maine** (the "**Property**") which Property is more particularly identified by the Town of Winthrop as **Tax Map 53, Lot 3**. Such transaction is subject to the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference.

2. Purchase Price.

Purchase Price calculated as:

High Bid: \$ _____

Buyer's Premium: (+) \$ _____
(Buyer's Premium is the greater of \$5,000 or 10% of High Bid)

Purchase Price: (=) \$ _____

10% Deposit* \$ _____

*Within Twenty-Four (24) hours following the close of the online auction bidding, Tranzon Auction Properties (the "**Auction Firm**") must receive from Buyer by wire transfer, bank check, cashier's check or certified check in United States funds payable to "Tranzon Auction Properties Escrow Account", a Deposit equaling Ten Percent (10%) of the Purchase Price. The Deposit is non-refundable other than as outlined in Agreement below or if High Bid not accepted by the Seller, then Seller will cause Auction Firm to return Deposit to Buyer. If an attorney or title company is required to hold the Deposit, Auction Firm will transfer Deposit to appropriate escrow agent.

Buyer is required to pay the balance of the Purchase Price at the time of closing in immediately available United States funds as provided herein.

3. Irrevocable Offer. The offer set forth in this Agreement will remain valid, irrevocable and available for the Seller's acceptance. No obligation to sell the Property or any portion thereof shall be created or binding on Seller unless and until the Agreement is signed by the Seller and delivered by Seller or Auction Firm to Buyer.

4. Closing. Buyer is required to pay the balance due on the Purchase Price at the time of closing in immediately available United States funds. Closing shall occur **no more than 45 days** following the Effective Date of this Agreement (the "Closing Date"). Seller and Buyer mutually agree that time is of the essence with respect to the Closing Date. The Closing Date shall be extended for any period of time necessary for Seller to cure title defects as more fully described below. As to the Buyer, there will be no exceptions to the Closing Date.

5. Deed of Conveyance. Seller shall, at closing, execute and deliver to Buyer a Quitclaim Deed with Covenant for the Property.

6. Title. Seller will convey title to the Property in accordance with the Standards of Title adopted by the Maine Bar Association, and free and clear of all encumbrances, except but not limited to the following ("Permitted Title Matters"): Federal, State and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws; building and/or zoning restrictions of record; restrictive covenants and conditions of record; municipal code violations; usual public utilities associated with servicing of the Property, usual easement/rights-of-way of any description or source; rights public and private, in all roads, streets and easements which may be included within the lines of the property; rights of adjoining land owners; improvements, impediments, barriers, obstacles, easements, or encroachments otherwise of record or visible upon the ground; such state of facts as an accurate survey and physical inspection of the Property would reveal, and rights of tenants, if any.

The Buyer acknowledges that if there is/are existing mortgage(s) on the Property those mortgages shall be paid on or before the Closing Date (with or without use of sale proceeds) by the Seller and such mortgage(s) shall not constitute a title defect within the meaning of this Agreement so long as the mortgage(s) is/are discharged at or following the closing in accordance with customary conveyancing practices.

7. Title Examination. Buyer may examine title to the Property for the ten (10) day period immediately following the Effective Date of this Agreement and may, within that ten (10) day period, notify Seller in writing (the "Title Defect Notice") of any defects in title (other than Permitted Title Matters) which may render the title to the Property uninsurable under the Standards of Title adopted by the Maine Bar Association. The Title Defect Notice shall state with specificity the title defect and the requested remedy and include any recorded documents causing the defect. After receipt of the Title Defect Notice, Seller may, at its sole option, either: (i) terminate this Agreement; (ii) or proceed to attempt to cure the title defects referenced in the Title Defect Notice. Seller shall have forty-five (45) days, from Title Defect Notice, to cure any defects of title which may render the title uninsurable under the Standards of Title adopted by the Maine Bar Association so brought to its attention in the Title Defect Notice. The Closing Date shall be automatically extended in the event Seller elects to attempt to cure such defects. In the event Seller fails to remedy the defects referenced in the Title Defect Notice within such time frame, Buyer's exclusive and sole remedy, whether in law or equity, is the right to rescind the Agreement and have the Deposit and any Additional Deposit refunded. If Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured defects referenced in the Title Defect Notice or lapsing of the 45-day cure period, Buyer will be deemed to have waived such defects in title and to have agreed to accept title subject to the alleged defect.

8. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination, title insurance coverage; any inspection and property reports obtained by Buyer; Buyer's share of pro-rated real estate taxes; Buyer's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Buyer's customary share of applicable transfer tax; and representation by legal counsel.

Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes; Seller's pro-rated share of fuel, water, sewer and/or other utility charges, if any; Seller's customary share of applicable transfer tax; Seller's document preparation and processing fees; and representation by legal counsel.

9. Risk of Loss/Condemnation. In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled, to the same extent that Seller would have been so entitled, to proceeds of condemnation when paid. In the event that a material portion of the Property is damaged or destroyed by fire or other casualty prior to Closing, then Buyer shall have the option of either: (i) canceling this Agreement and receiving a refund of the deposit, whereupon both parties shall be released from all further obligations under this Agreement, except those obligations which expressly survive termination, or (ii) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds received by Seller, if any, to the same extent that Seller would have been so entitled. Seller is not required to carry property insurance.

10. Possession. Buyer shall only be entitled to possession of the Property at Closing.

11. No Warranties; Risk of Defects. No warranties expressed or implied are made concerning the condition of Property. All such warranties are disclaimed with respect to any improvement located on the Property, including improvements located underground and the location and/or boundaries of the Property. The Buyer shall assume risk for any defects. Buyer of the Property expressly acknowledges and agrees that the Purchase Price reflects the "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" condition of the Property and the assumption of all risks relating to disclosed and undisclosed defects. Without limiting the generality of the foregoing, no representation or warranty is made as to the Property's compliance with any laws, rules, regulations or ordinances, including, without limitation, any relating to zoning, environmental law, dangerous chemicals or hazardous waste. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Effective Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition, if access available, thereof. Buyer agrees that neither Seller nor Auction Firm, or any of their agents, representatives, or employees are giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance. Buyer further acknowledges and agrees they have in no way relied on representations made by Seller, Auction Firm, or any of their agents, representatives, or employees.

If the Property has a subsurface wastewater disposal system located within an area designated as a shoreland zone by the property's municipality or the State of Maine, the Buyer shall be solely responsible, if required, to comply with Maine Statute Title 30-A, Chapter 185, section 4216 Transfers of Shoreland Property. This obligation is not and shall not be a contingency of sale.

12. No Contingencies. The Buyer's commitment under this Agreement is NOT contingent upon securing financing or upon any other conditions including due diligence unless otherwise specifically stated in this Agreement; the Deposit and any Additional Deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform.

13. Buyer Default/Termination. If Buyer shall either default in the making of any payment required herein, including payment of the Deposit in accordance with the terms of Section 2 hereof or payment of any Additional Deposit, or shall fail to comply with any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions, Seller shall, in addition to any other right or rights available as a matter of law or equity, retain the Deposit and any Additional Deposit made or required to be made as liquidated damages; declare Buyer's rights under this Agreement terminated and at an end; and Seller may resell the Property or re-advertise the Property for sale, at Seller's option. Seller shall be entitled to recover from Buyer all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Buyer of any term, condition or covenant of this Agreement, the Terms and Conditions of Online Auctions, and Additional Terms and Conditions.

14. Seller Default. If the sale of the Property is not closed due to any act or inaction by the Seller, including the inability of the Seller to convey title, the Buyer shall not be entitled to seek damages, penalty or specific performance from the Seller. Buyer's sole and exclusive remedy shall only be a refund of the Deposit and any Additional Deposit paid by Buyer. Upon return of the Deposit and any Additional Deposit, this Agreement shall terminate and neither party shall have any rights or obligations hereunder.

15. Limitation of Buyer's Damages. Buyer agrees that in any dispute or action arising out of this Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Buyer's deposit(s), repayable without interest, and that under no circumstances may such damages include without limitation, any claims for punitive damages, specific performance, lost profits, compensatory damages, consequential damages and/or attorneys' fees.

16. Number/Gender/Joint and Several Obligations. The term "Buyer" or any pronoun used in its place shall mean and include the masculine and the feminine, the singular, or the plural number and jointly and severally, individuals, friends or corporations and their respective successors, executors, administrators and assigns according to the context hereof. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

17. Entire Agreement; Amendment; Non-Waiver. This Agreement, the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, shall not be altered or amended except by written amendment signed by Seller and Buyer, and Buyer hereby acknowledges the Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions have been carefully read and are fully understood. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing, signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

18. Assignment/Recording. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Buyer may not assign its rights under this Agreement to any third party or record this Agreement without the written consent of the Seller, which consent Seller may withhold at its sole discretion. In the event of any assignment so consented to by Seller, such assignment may not mitigate or modify Buyer's obligations and liability to Seller pursuant to the terms hereof. Any such assignment, in a form approved by and acceptable to Seller, must be executed and delivered by Buyer and the proposed assignee(s) to Seller at least seven (7) calendar days prior to the Closing Date. Recording this Agreement without Seller's prior written consent shall constitute an immediate default by Buyer, entitling Seller to retain all deposits paid and terminate this Agreement without further recourse between the parties.

19. Governing Law. This Agreement and all proceedings relating thereto shall be governed by the laws of the State of Maine, without reference to any conflict of law provisions thereof.

20. Waiver of Jury Trial. Buyer, Seller and Auction Firm knowingly and voluntarily waive any and all rights to have any controversy or claim arising from or relating to this Agreement, Terms and Conditions for Online Auctions, and Additional Terms and Conditions, or breach thereof, resolved by a jury.

21. Mediation. Disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the Property shall be submitted to mediation in accordance with the Maine Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

22. Fair Housing and Equal Opportunity. This Property is being sold without regard to race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity or expression, physical or mental disability, age, military status, marital status, familial status, or income status.

23. Effective Date. The Effective Date of the Agreement is agreed to be the date on which the Seller accepts and enters into this Agreement as indicated below.

24. Counterparts; Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and/or by email and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed version of this Agreement containing either original, faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original, faxed or emailed signatures of the parties, shall be binding on them.

TIME IS OF THE ESSENCE IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement on the date next to Seller and Buyer name below.

SELLER:
Hitchcock & Company, LLC

By (signature):

Print Name:

Title:

Dated (the "Effective Date"):

BUYER:

By (signature):

Print Name:

Dated:

BUYER:

By (signature):

Print Name:

Dated:

PROPERTY DISCLOSURE (Land & Commercial Properties)

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

PROPERTY LOCATION: 28 Turtle Run Road, Winthrop, Maine

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 (check one) ____ has **OR** ____ 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

(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:
Needs a new roof, HVAC, plumbing

(attach additional sheets as necessary)

SECTION IV. ROAD MAINTENANCE

Is property accessed by a public way owned and maintained by the State, a county or a municipality, over which the general public has a right to pass? X Yes No Not Known

~~If No, who is responsible for maintenance?~~ _____

~~Road Association Name (if known):~~ _____

SECTION V. FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from: (a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining cause by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? Yes___ No X Not Known___

If Yes, explain: _____

Have any flood events affected a structure on the property? Yes X No___ Not Known___

If Yes, explain: There was a past event involving a nearby culvert which was replaced around 2020. Additional details unknown.

Has any flood-related damage to a structure occurred on the property? Yes___ No X Not Known X

If Yes, explain: _____

Has there been any flood insurance claims filed for a structure on the property? Yes___ No___ Not Known X

If Yes, indicate the dates of each claim _____

Has there been any past disaster-related aid provided related to the property, or a structure on the property from federal, state, or local sources for purposes of flood recovery? Yes___ No___ Not Known X

If Yes, indicate the date of each payment _____

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002?

Yes X No___ Not Known___

If Yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? Zone AE

Relevant Panel Number : 23011C0484D Year : 2011 (Attach a Copy)

Comments: Flood maps are searchable by entering the property address on FEMA's Flood Map Service Center at <https://msc.fema.gov/portal/home>. Interested parties are encouraged to confirm provided flood map information.

SECTION VI. SHORELAND ZONING VIOLATIONS:

Are there any actual or alleged violations of a shoreland zoning ordinance including those that are imposed by the state or municipality?

Yes _____ No X* _____ Unknown _____

*Per the Town of Winthrop, there are no known violations.

~~If Yes, explain:~~ _____

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:



E7495EE04579430...

8/12/2026

Seller

Date

Seller

Date

Seller

Date

Seller

Date

The undersigned hereby acknowledge receipt of this Disclosure.

Buyer

Date

Buyer

Date

Buyer

Date

Buyer

Date

National Flood Hazard Layer FIRMMette

69°54'W 44°19'29"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000 69°53'22"W 44°19'3"N
Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
OTHER AREAS		Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
		Cross Sections with 1% Annual Chance
OTHER FEATURES		Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
MAP PANELS		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/3/2026 at 8:07 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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