



FLEXIBLE WAREHOUSE/SHOWROOM

AUBURN, ME

Previews:

January 13 & 20 | 12:00 p.m.

Online Bidding Opens:

January 20 | 12:00 p.m.

Online Bidding Closes:

January 27 | 12:00 p.m.

Property Location:

61 Washington St. N.
Auburn, ME 04210

Property #:

AP26004

TRANZON AUCTION PROPERTIES
PO BOX 4508
PORTLAND, ME 04112

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

PROUDLY SOLD IN CONJUNCTION WITH THE BOULOS COMPANY



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) December 23, 2025

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: Tuesday, January 20, 2026 | 12:00 p.m.

ONLINE BIDDING CLOSES: Tuesday, January 27, 2026 | 12:00 p.m.

PREVIEWS: Tuesday, January 13, 2026 | 12:00 p.m. & Tuesday, January 20, 2026 | 12:00 p.m.

PROPERTY DESCRIPTION

61 Washington Street N, Auburn, Maine offers a practical, well-located 5,841± sq. ft. commercial building suited for a wide range of service, trade, distribution, and operational uses. The brick building, constructed in 1949 and set on 0.13± acres, provides efficient space in one of Auburn's most established commercial corridors. Its position along Washington Street provides strong visibility and convenient access for customers, employees, and deliveries.

The interior layout includes a dedicated warehouse/distribution area, showroom, two private offices, one 8' x 9' drive-in door, 10' clear height, wet sprinkler system, and newer LED lighting throughout. Utilities and building systems include 3-phase 120/208 power, municipal water/sewer, and natural gas heat with a furnace installed in 2023. The site offers approximately 10 on-site parking spaces, supporting straightforward operations for contractors, light industrial users, suppliers, and businesses seeking a dependable operational base.

The property lies within Auburn's Downtown Traditional Center (T-5.1) zone, an area with convenient access to I-95 Exit 75, US-202, ME-4, and ME-100. Surrounding businesses - including Maine Oxy, Dirigo Federal Credit Union, Thayer Auto Sales, and the New England School of Metalwork - reflect the corridor's long-standing role as a service and industrial hub.

- **Lot Size:** 0.13± Acre
- **Parking:** 10± On-site Spaces
- **Road Frontage:** 56.8'± on Washington Street N & 100'± on Pierce Street
- **Traffic Count:** 9,610 AADT (2019 – MDOT)
- **Building Size:** 5,841± sq. ft.
- **Year Built:** 1949±
- **Stories:** 1
- **Construction:** Masonry
- **Foundation:** Slab
- **Roof Cover:** Rolled Roof
- **Exterior Siding:** Brick
- **Heat Source:** Natural Gas – Furnace installed in 2023
- **Sprinkler System:** Wet – A copy of a sprinkler system inspection report from Eastern Fire is available to download on the property's listing page in the "Documents" section at www.tranzon.com/AP26004.
- **Electric:** 3-Phase 120/208
- **Additional Notes:** 8'x9'± Drive-in Door, 10' Clear Height, Newer LED Lighting Throughout, 2 Restrooms
- **Parcel ID:** Map 220, Lot 87
- **Tax Year:** July 1st to June 30th
- **Tax Due Dates:** September 15, 2025 & March 16, 2026
- **Assessed Value:** \$34,600 (Land) + \$137,400 (Improvements) = \$172,000 (Total)
- **Annual Taxes (Tax Year 2025/2026):** \$3,935.36

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)

PROPERTY DESCRIPTION (CONTINUED)

- **Water & Sewer:** Public – Billed monthly for domestic and sprinkler service by Auburn Water & Sewer, 207-784-6469.
 - **Zoning District:** Per the municipal office, Downtown Traditional Center (T-5.1). Please call the Zoning Department at 207-333-6601 ext. 5 to verify.
-

SUMMARY OF TERMS

Buyer's Premium: 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/AP26004 or call us for details.

CONTACT

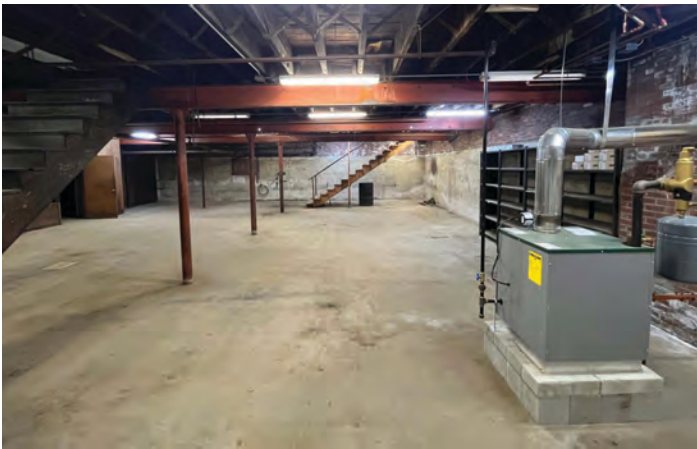
Mike Carey | Co-CEO
207-776-1936 Mobile
mccarey@tranzon.com
ME Auctioneer License #AUC1466
ME RE Lic. #DB919594

MUNICIPAL OFFICE

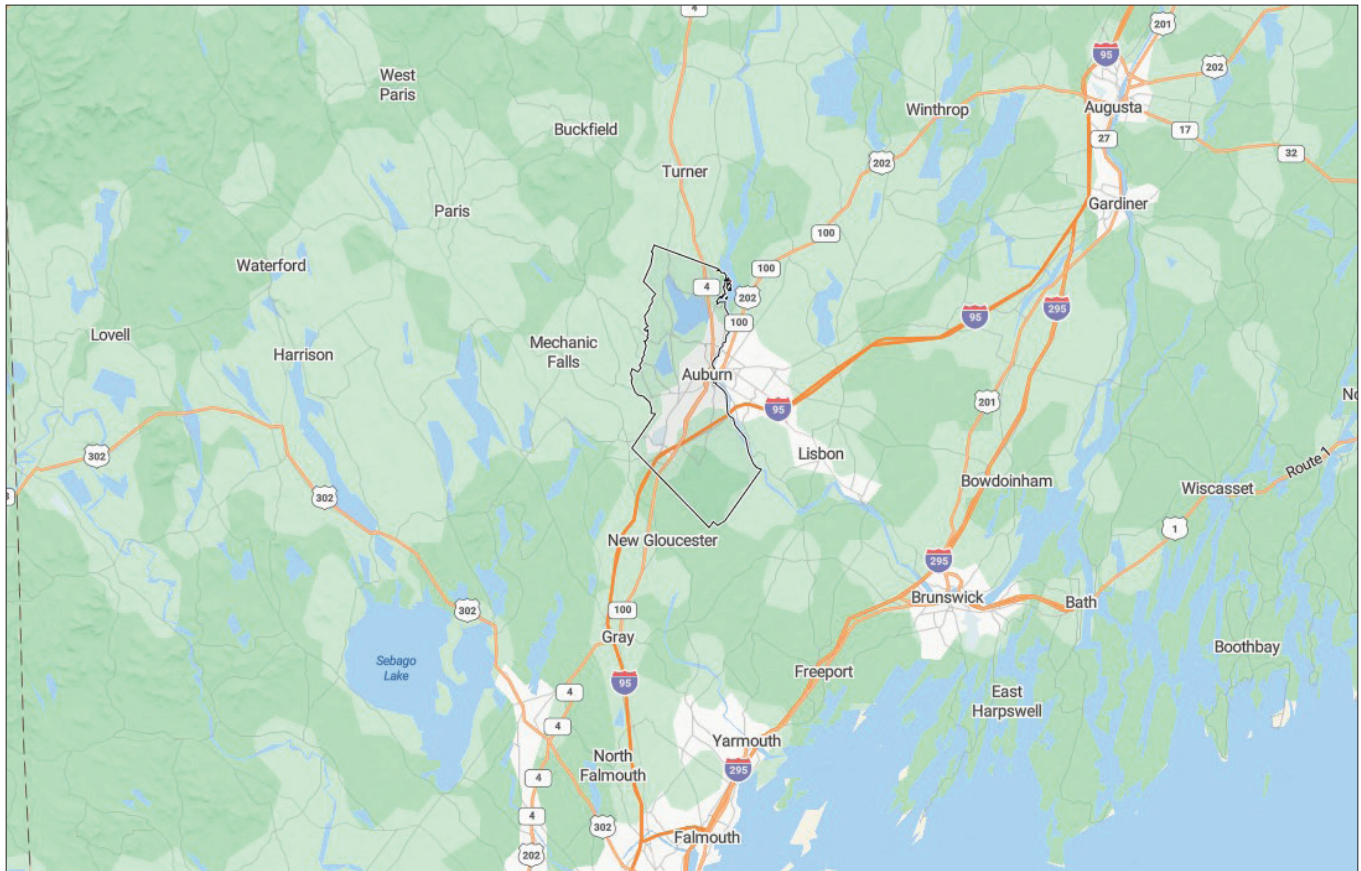
Website: www.auburnmaine.gov
Tel: 207-333-6601
Assessor: 207-333-6601

Proudly sold in conjunction with The Boulos Company

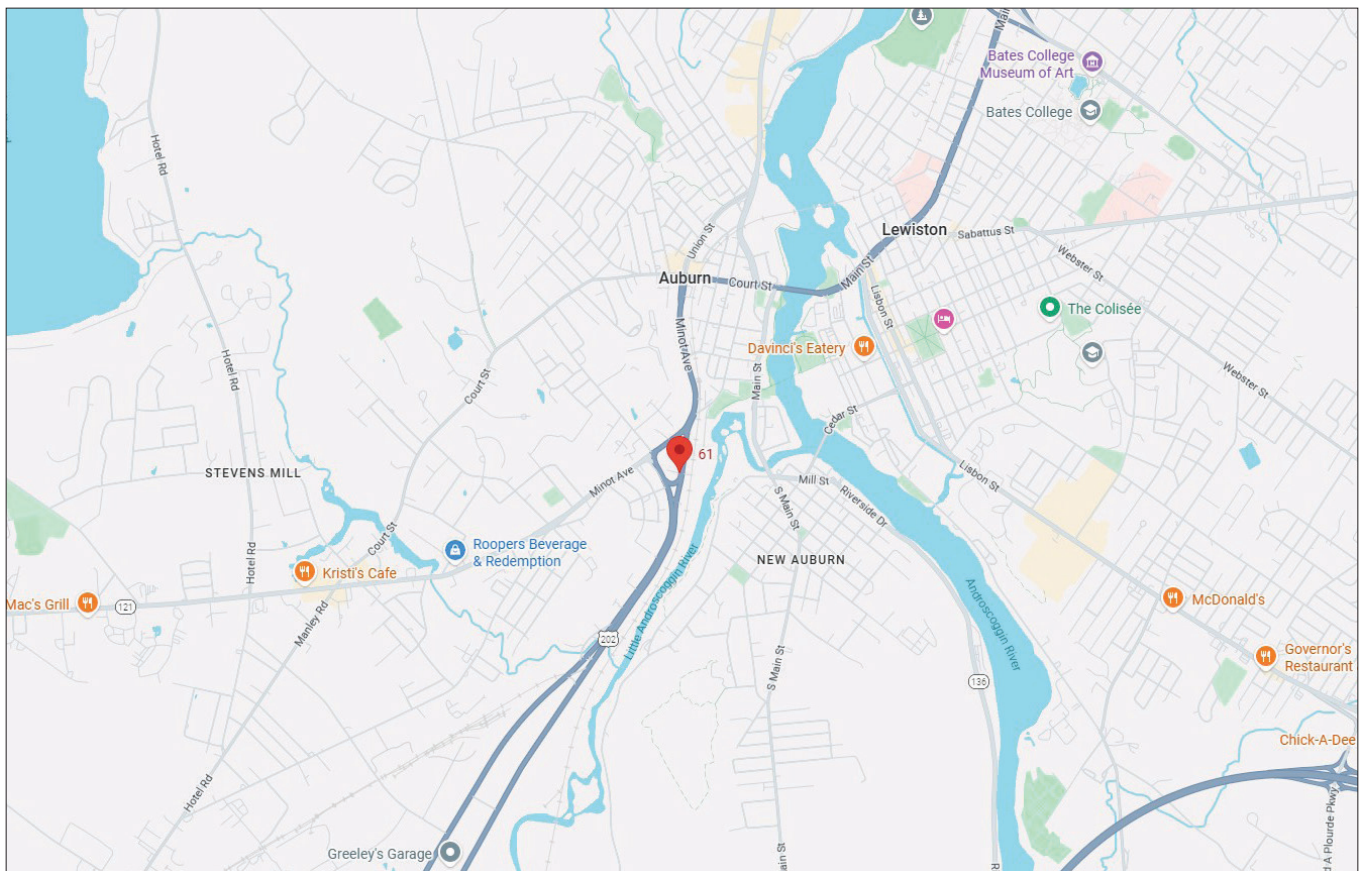
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AREA MAP



PROPERTY LOCATION MAP

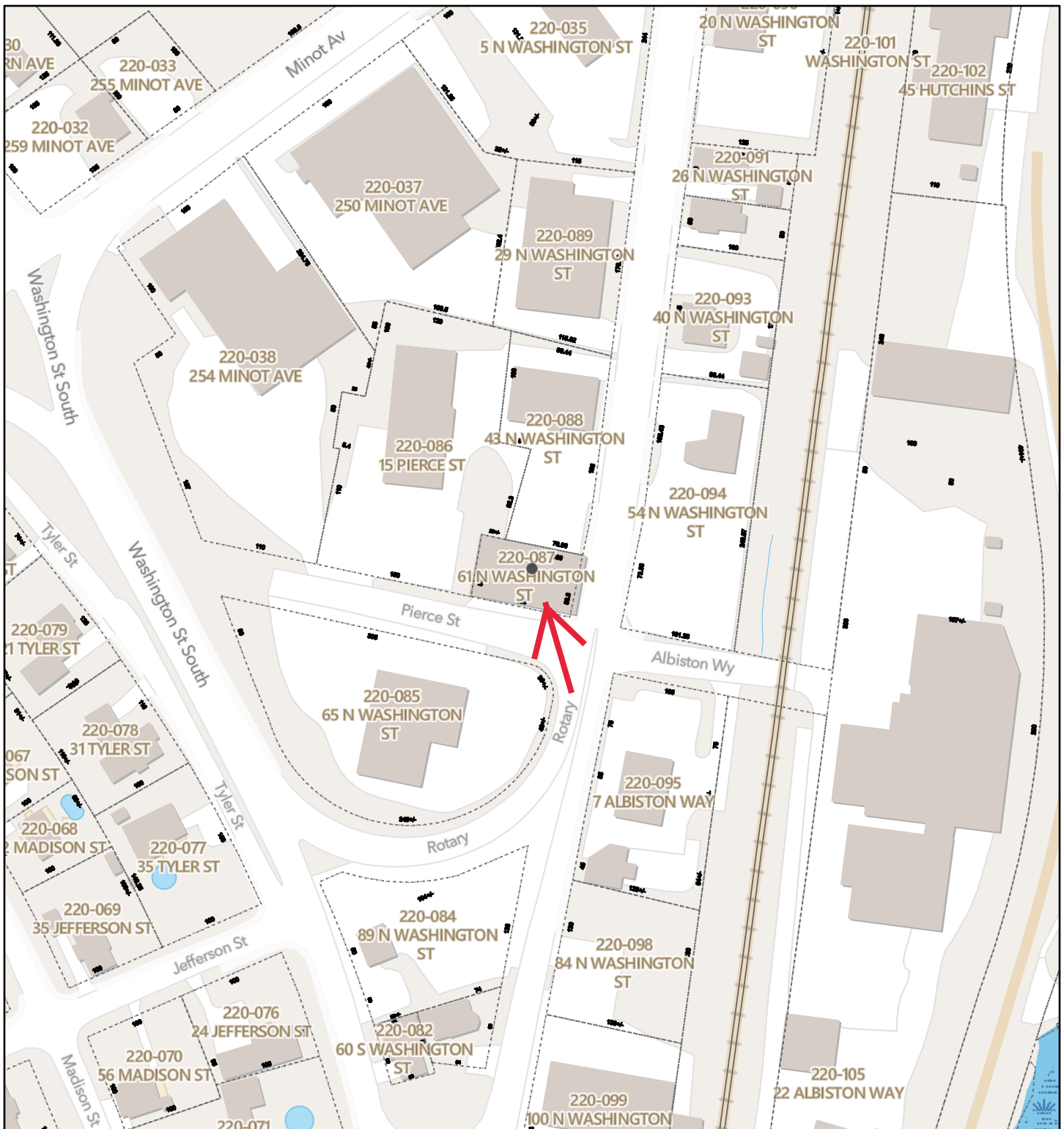




 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**



ArcGIS Web Map

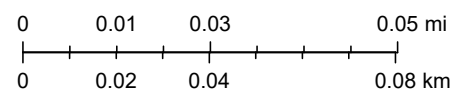


12/5/2025, 12:24:07 PM

1:2,257

 Current Parcels _ Public

 Wetlands



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

Credit should always be given to the data source and/or originator when the data is transferred or printed. | COA | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom,

Unofficial Property Record Card - Auburn, ME

General Property Data

Parcel ID	220-087	Account Number	220087000
Prior Parcel ID			
Property Owner	JACK LAWRENCE C	Property Location	61 WASHINGTON ST N
		Property Use	INDUSTRIAL
Mailing Address	145 WARREN AV	Most Recent Sale Date	11/1/1993
		Legal Reference	3269-249
City	PORTLAND	Grantor	JACK, KENNETH L AND MARY K
Mailing State	ME	Zip	04103
		Sale Price	0
ParcelZoning	N/A	Land Area	0.130 acres

Current Property Assessment

Card 1 Value	Building Value	137,400	Xtra Features Value	0	Land Value	34,600	Total Value	172,000
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Building Description

Building Style	DISTRIB WHSE	Foundation Type	SLAB	Flooring Type	N/A
# of Living Units	0	Frame Type	MASONRY	Basement Floor	N/A
Year Built	1949	Roof Structure	FLAT	Heating Type	FORCED H/W
Building Grade	FAIR-AV	Roof Cover	ROLLED	Heating Fuel	OIL
Building Condition	N/A	Siding	BRICK	Air Conditioning	0%
Finished Area (SF)	5841	Interior Walls	N/A	# of Bsmt Garages	0
Number Rooms	0	# of Bedrooms	0	# of Full Baths	0
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	0

Legal Description

K L JACK AND COMPANY

Narrative Description of Property

This property contains 0.130 acres of land mainly classified as INDUSTRIAL with a(n) DISTRIB WHSE style building, built about 1949 , having BRICK exterior and ROLLED roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



CITY OF AUBURN
TAX COLLECTOR
60 COURT ST
AUBURN, ME 04210-5983



Monday - Friday
8:30 AM to 4:00 PM
(207) 333-6601 ext. 1178
www.auburnmaine.gov

Owner(s) as of April 1, 2025:

S378501 P0 - 1 of 1

5568 JACK LAWRENCE C
145 WARREN AVE
PORTLAND, ME 04103-1103

REAL ESTATE TAX BILL
For Fiscal Year 2025 - 2026
Tax Rate Per \$1,000: \$22.88

Current Billing Information	
Land Value	\$34,600.00
Building Value	\$137,400.00
Homestead Exemptions	\$0.00
Other Exemptions	\$0.00
Taxable Valuation	\$172,000.00
TOTAL TAX	\$3,935.36

Prepayment Credit 0.00

First Payment 09/15/2025 \$1,967.68
Second Payment 03/16/2026 \$1,967.68

Bill Number: 4342
Customer Account Number: 000033278
Book - Page: 3269-249
Location: 61 WASHINGTON ST N
Parcel ID: 220-087-000-000

TAXPAYER'S NOTICE

Notice is hereby given that your property **TAX IS DUE BY 09/15/2025 and 03/16/2026**. Interest will be charged on unpaid taxes at an annual rate of 7% beginning 09/16/2025 on the first installment and 03/17/2026 on the second installment. If taxes are not paid 8 months and no later than 12 months from the date of commitment, a lien will be placed on the property for which the taxes remain unpaid.

PLEASE NOTE: **THIS IS THE ONLY BILL YOU WILL RECEIVE.** Pursuant to title 36 ss 502 of Maine Law, this tax bill is assessed to the person who owned the property as of April 1, 2025. This tax bill covers the period of time from July 01, 2025 through June 30, 2026. If you sell your property after April 1st it is your obligation to ensure property taxes are paid in full for the entire tax year and to forward this tax bill to the current owner. If your taxes are in escrow, please send a copy of this bill to your mortgage company.

The City of Auburn offers a budget plan by making monthly or quarterly payments. If you are interested in participating in this plan you will need to contact the Tax Office. **PAY YOUR BILL ONLINE by going to www.auburnmaine.gov.** Outstanding balances are not included in this tax bill.

As a result of the money our Municipality receives from the State Legislature through the State Municipal Revenue Sharing Program, Homestead Exemption Reimbursement and State Aid to Education, your property tax has been reduced by 41%.

The City of Auburn's indebtedness at the time of printing of this tax bill is \$170,792,000 which includes \$93,305,000 for ELHS construction to be paid by the State of Maine.

Municipal	School	County	Percentage
57%	37%	6%	100%



CITY OF AUBURN
TAX COLLECTOR
60 COURT ST
AUBURN, ME 04210-5983

JACK LAWRENCE C
145 WARREN AVE
PORTLAND, ME 04103-1103

PLEASE CUT HERE AND REMIT WITH PAYMENT

Customer Account Number: 000033278
Bill No.: 4342
Parcel ID: 220-087-000-000

Real Estate Tax Bill

This is the 2nd half of your tax bill
Please return with payment
03/16/2026 \$1,967.68

Amount Paid \$ _____
00002082025500004342200001967686



CITY OF AUBURN
TAX COLLECTOR
60 COURT ST
AUBURN, ME 04210-5983

JACK LAWRENCE C
145 WARREN AVE
PORTLAND, ME 04103-1103

PLEASE CUT HERE AND REMIT WITH PAYMENT

Customer Account Number: 000033278
Bill No.: 4342
Parcel ID: 220-087-000-000

Real Estate Tax Bill

This is the 1st half of your tax bill
Please return with payment
09/15/2025 \$1,967.68

Amount Paid \$ _____
00002082025500004342200001967686

SELLER'S RECORDED DEED

The following is the Seller's recorded deed and is provided for informational purposes only. The sale is for only PARCEL C and does NOT include Parcels A, B and D identified below in the deeds.

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.



TRANZON AUCTION PROPERTIES' DISCLAIMER: This is the Seller's recorded deed and is provided for informational purposes only. The sale is for only PARCEL C and does NOT include Parcels A, B and D identified below. 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.

Bk 11083 Pg109 #6956
04-19-2022 @ 11:52a

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

KNOW ALL BY THESE PRESENTS, that LAWRENCE C. JACK, as duly appointed and acting PERSONAL REPRESENTATIVE of the ESTATE OF KENNETH L. JACK (deceased), as shown by the probate records of Cumberland County, Maine Docket No. 2021-0342, by the power conferred by the Probate Code, and every other power, in distribution of the estate, GRANTS unto LAWRENCE C. JACK, with a mailing address of 145 Warren Avenue, Portland, ME 04103, all right, title and interest in and to the following parcel of real property, with all improvements thereon and appurtenances thereto, located in the City of Auburn, Androscoggin County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Signed, sealed and delivered this 8th day of April, 2022.

ESTATE OF KENNETH L. JACK

[Signature]
Witness

By: [Signature]
Lawrence C. Jack
Personal Representative

STATE OF MAINE
CUMBERLAND COUNTY, ss.

April 8th, 2022

Personally appeared before me the above-named LAWRENCE C. JACK, as PERSONAL REPRESENTATIVE of the ESTATE OF KENNETH L. JACK, and acknowledged the foregoing instrument to be his free act and deed in such capacity and the free act and deed of such Estate.

Caroline M. Lachance
Notary Public / Maine Attorney at Law
Print Name: CAROLINE M. LACHANCE
Commission Expires: 11/7/2026

T:\D5963\PR Deed of Distribution - Auburn to Gus.wpd\16Feb22

Page 2 of 3

(56.8) feet, more or less, to the point of beginning.

PARCEL D:

A certain lot or parcel of land situated in said Auburn, bounded and described as follows, to wit:

Commencing at an iron pin driven in the ground on the westerly line of Washington Street, six and five tenths (6.5) feet northeasterly from the northeasterly corner of land of said Roberts; thence at an exterior angle of eighty-nine degrees fifty minutes (89° 50') North sixty-four degrees, fifty-three minutes West (N 64° 53' W) sixty-one and five hundredths (61.05) feet to an iron pin driven in the ground; thence at an exterior angle of one hundred eighty degrees forty-six minutes (180° 46') North sixty-five degrees thirty-nine minutes West (N 65° 39' W) seventeen and ninety-one hundredths (17.91) feet to an iron pin driven in the ground; thence at an exterior angle of one hundred eighty-nine degrees five minutes (189° 5') South sixty-five degrees twenty-four minutes West (S 65° 24' W) (erroneously referred to as S 65 degrees 25' E in a prior deed) nineteen (19) feet, more or less, to the easterly line of land conveyed to said Roberts by Auburn Die Co., Inc.; thence South twenty-seven degrees, twenty-three minutes West (S 27° 23' W) three and eight tenths (3.8) feet to the northwesterly corner of land of said Roberts; thence South sixty-three degrees thirty-two minutes East (S 63° 32' E) by line of land of said Roberts about ninety-seven and eight tenths (97.8) feet to Washington Street; thence northeasterly by the westerly line of Washington street six and five tenths (6.5) feet, more or less, to the point of beginning.

Being the same premises conveyed to Lawrence C. Jack, Personal Representative of the Estate of Kenneth L. Jack dated April 8, 2022 and recorded in the Androscoggin County Registry of Deeds in Book 11082, Page 284.


NOT A N O T A N
PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION
C O P Y C O P Y

KNOW ALL BY THESE PRESENTS, that LAWRENCE C. JACK, as duly appointed and acting PERSONAL REPRESENTATIVE of the ESTATE OF MARY K. JACK (deceased), as shown by the probate records of Androscoggin County, Maine Docket No. 2021-0524, by the power conferred by the Probate Code, and every other power, in distribution of the estate, GRANTS unto LAWRENCE C. JACK, PERSONAL REPRESENTATIVE of the ESTATE OF KENNETH L. JACK, with a mailing address of 145 Warren Avenue, Portland, ME 04103, all right, title and interest in and to the following parcel of real property, with all improvements thereon and appurtenances thereto, located in the City of Auburn, Androscoggin County, Maine and more particularly described on Exhibit A attached hereto and made a part hereof.

Signed, sealed and delivered this 8th day of April, 2022.

ESTATE OF MARY K. JACK

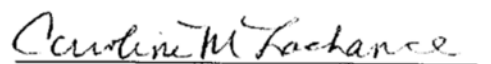

Witness

By: 
Lawrence C. Jack
Personal Representative

STATE OF MAINE
CUMBERLAND COUNTY, ss.

April 8, 2022

Personally appeared before me the above-named LAWRENCE C. JACK, as PERSONAL REPRESENTATIVE of the ESTATE OF MARY K. JACK, and acknowledged the foregoing instrument to be his free act and deed in such capacity and the free act and deed of such Estate.


Notary Public / Maine Attorney at Law
Print Name: Caroline M Lachance
Commission Expires: 1/7/2026

(56.8) feet, more or less, to the point of beginning.

PARCEL D:

	N O T		N O T
	A N		A N
	O F F I C I A L		O F F I C I A L

A certain lot or parcel of land situated in said Auburn, bounded and described as follows, to wit:

Commencing at an iron pin driven in the ground on the westerly line of Washington Street, six and five tenths (6.5) feet northeasterly from the northeasterly corner of land of said Roberts; thence at an exterior angle of eighty-nine degrees fifty minutes (89° 50') North sixty-four degrees, fifty-three minutes West (N 64° 53' W) sixty-one and five hundredths (61.05) feet to an iron pin driven in the ground; thence at an exterior angle of one hundred eighty degrees forty-six minutes (180° 46') North sixty-five degrees thirty-nine minutes West (N 65° 39' W) seventeen and ninety-one hundredths (17.91) feet to an iron pin driven in the ground; thence at an exterior angle of one hundred eighty-nine degrees five minutes (189° 5') South sixty-five degrees twenty-four minutes West (S 65° 24' W) (erroneously referred to as S 65 degrees 25' E in a prior deed) nineteen (19) feet, more or less, to the easterly line of land conveyed to said Roberts by Auburn Die Co., Inc.; thence South twenty-seven degrees, twenty-three minutes West (S 27° 23' W) three and eight tenths (3.8) feet to the northwesterly corner of land of said Roberts; thence South sixty-three degrees thirty-two minutes East (S 63° 32' E) by line of land of said Roberts about ninety-seven and eight tenths (97.8) feet to Washington Street; thence northeasterly by the westerly line of Washington street six and five tenths (6.5) feet, more or less, to the point of beginning.

Being the same premises conveyed to Mary K. Jack by deed of Kenneth L. Jack dated November 5, 1993 and recorded in the Androscoggin County Registry of Deeds in Book 3269, Page 249.

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 City of Auburn's website at https://www.auburnmaine.gov/departments/city_clerk/city_charter_ordinances.php.

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.



Sec. 60-554. - Form based code use and parking matrix.

Key:	
S =	Special exception
P =	Permitted
X =	Prohibited
sp =	Parking space
sf =	Square foot of gross floor space
DU =	Dwelling unit

USE(1)	T-4.1	T-4.2B (4)	T-4.2	T-5.1	T-5.2	T-6	PARKING REQUIREMENTS(2)
Residential Use Type							
Single family	P	P	P	P			1 sp/DU
Duplex	P	P	P	P	P	P	1 sp/DU
Townhouse	P	P	P	P	P	P	1 sp/DU
Multi-family	P	P	P	P	P	P	1 sp/DU plus 1 guest space/4 DU
Bed & breakfast < 4 rooms	S	S	P	P	P	P	1 sp/employee plus 1 sp/guest
Bed & breakfast > 4 rooms	S	S	S	P	P	P	1 sp/employee plus 1 sp/guest
Hotel	X	X	X	S	S	P	½ sp/employee plus 1 sp/room
Elderly/child care facility	S	S	S	S	S	P	½ sp/employee plus 1 sp/8 users
Home occupation	P	P	P	P	P	P	Based on use type (<u>ch. 60</u> , art. IX)

Community based residential facilities	P	S	P	P	P	P	1 sp/employee plus 1 sp/client
Boarding house/ lodginghouse	P	S	P	P	S	X	1 sp/guestroom plus 1 sp/employee
Office/Service							
Professional offices	S	S	S	P	P	P	None
Medical and dental clinics	S	S	S	P	P	P	None
Personal services	S	S		P	P	P	None
Retail Type Use							
General retail	S	S	S	P	P	P	None
Age restricted retail(3)	S	X	S	S	S	S	None
Specialty shops	S	P	P	P	P	P	None
Restaurant up to 30 seats w/16 outdoor	X	S	S	P	P	P	None
Restaurant over 30 seats w/16 outdoor		X	S	S	P	P	None
Halls, private clubs, indoor amusement	S	S	S	S	P	P	None
Artist studios, performing art center	S	S	S	P	P	P	None
Civic							
Church or places of worship	S	S	S	P	P	P	None
Government offices	X	S	X	P	P	P	None
Art galleries	S	P	P	P	P	P	None
Transportation facilities	X	X	X	S	S	S	None

Adaptive reuse of structures of community significance	S	S	S	S	S	S	None
Public safety services(5)	S	S	S	S	S	S	None
Government service(5)	S	S	S	S	S	S	None
Municipal or public utilities and communication facilities(5)	S	S	S	S	S	S	None
Municipal services	P	P	P	P	P	P	None
Detention facility(5)	X	X	X	X	S	X	None

Notes:

- (1) Uses not listed are considered prohibited unless deemed similar by the director of planning or by the planning board through a special exception approval.
- (2) * Parking requirements in T-4.1, T-4.2B, T-4.2, T-5.1, T-5.2 and T-6 may be provided by the municipality or private parking resources within 500 feet of the principal building, subject to planning board approval.
- (3) Where more than 50 percent of floor space is devoted to age restricted goods. This may include licensed adult use or medical marijuana stores.
- (4) Office, service and retail uses limited to 1,500 SF footprint and must include a residential unit; no drive through businesses allowed.
- (5) All projects shall provide a community impact and needs analysis with review and approval from city council or its designee.
- (6) For an affordable housing development, off-street parking requirements may not exceed two spaces for every three units.

(Ord. No. 04-03072016, 5-16-2016; Ord. No. 05-04032017, § 2, 4-24-2017; Ord. No. 07-05202019, 6-3-2019; Ord. No. 29-06212021, 7-19-2021; Ord. No. 20-09062022, § 3, 9-19-2022; Ord. No. 02-02132023, 2-17-2023; Ord. No. 23-12022024, 1-6-2025)

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 – Auburn, 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/AP26004. 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:** \$5,000.00 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 ten percent (10%) Buyer's Premium will be added to 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 + 10% 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/AP26004 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 **Lawrence C. Jack** with an address of _____

(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 **61 Washington Street N, Auburn, Androscoggin County, Maine** (the "**Property**") which Property is more particularly identified by the **City of Auburn as Tax Map 220, Lot 87**. Such transaction is subject to the Terms and Conditions for Online Auctions, and Additional Terms and Conditions attached hereto and incorporated herein by reference.

This sale is for Real Estate only. Any personal property currently in the Property may or may not, at Seller's sole discretion, be removed by the Seller prior to closing.

2. Purchase Price.

Purchase Price calculated as:

High Bid: \$ _____

10% Buyer's Premium: (+) \$ _____

Purchase Price: (=) \$ _____

10% Deposit* \$ _____

*Within Twenty-Four (24) hours following the close of the online auction bidding, Tranzon Auction Properties (hereinafter called "**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 said 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 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 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 by the Seller and such mortgage shall not constitute a title defect within the meaning of this Agreement so long as the mortgage(s) is/are discharged in connection with the closing.

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 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, 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 Property at Closing.

11. No Warranties; Risk of Defects. No warranties are made concerning the condition of Property. All warranties are disclaimed with respect to any improvement located on said Property, including improvements located underground and the location and/or boundaries of said Property. The Buyer shall assume risk for any defects. Buyer of said Property expressly acknowledges and agrees that the Purchase Price reflects the "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" condition of said 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 Tranzon Auction Properties, 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, Tranzon Auction Properties, 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 diligence; 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. Buyer may not assign its rights under this Agreement to any third party 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.

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 Tranzon Auction Properties 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.

24. Counterparts. 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:
Lawrence C. Jack

By (signature):

Print Name:

Title:

Dated (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: 61 Washington Street N, Auburn, 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 beenabandoned in place.

SECTION II. HAZARDOUS MATERIALS

Pursuant to the Rules of the Maine Real Estate Commission, Licensee discloses that the Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:
None known.

(attach additional sheets as necessary)

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

SECTION III. MATERIAL DEFECTS

Material defects pertaining to the physical condition of the property:
None known.

(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___ No_X_ Not Known___

If Yes, explain:_____

Has any flood-related damage to a structure occurred on the property? Yes___ No_X_ Not Known___

If Yes, explain:_____

Has there been any flood insurance claims filed for a structure on the property? Yes___ No_X_ Not Known___

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_X_ Not Known___

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___ No_X_ Not Known___

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

Relevant Panel Number : 23001C0328E Year : 7/8/2013 (Attach a Copy)

Comments: A search on FEMA's Flood Map Service Center <https://msc.fema.gov/portal/search#searchresultsanchor> provides an effective map date of 7/8/2013 and being in an "Area of Minimal Flood Hazard". Interested parties should confirm this 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_____

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.

Signed by:
Lawrence (Gus) Jack
646DB3EE45104FB...

12/10/2025

SellerDate

SellerDate

SellerDate

SellerDate

The undersigned hereby acknowledge receipt of this Disclosure.

BuyerDate

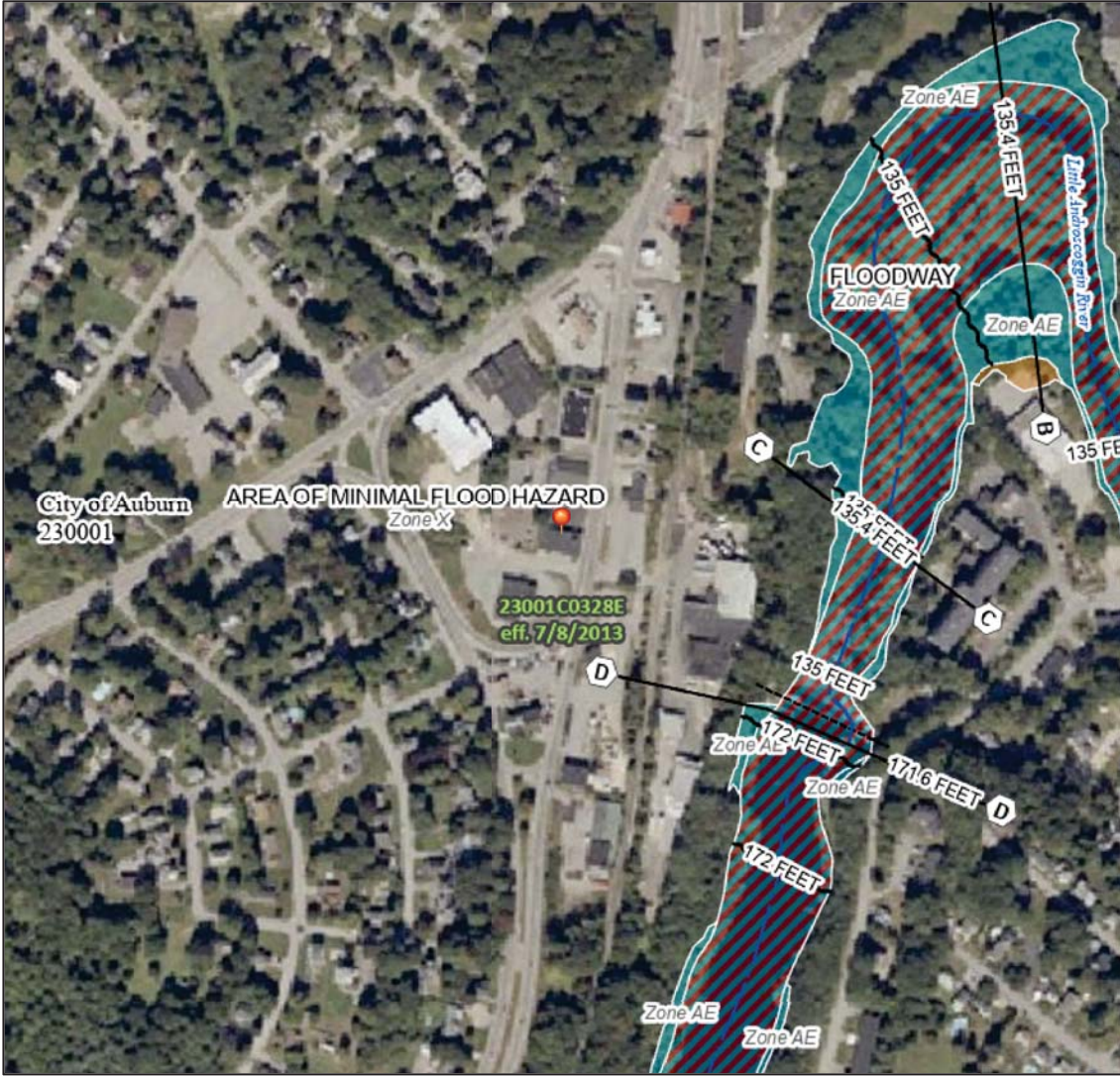
BuyerDate

BuyerDate

BuyerDate

National Flood Hazard Layer FIRMMette

70°14'13"W 44°5'30"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000 70°13'35"W 44°5'4"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 with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance
		Water Surface Elevation
		Coastal Transect
MAP PANELS		Base Flood Elevation Line (BFE)
		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 12/5/2025 at 8:53 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.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

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