



**MIXED-USE APARTMENTS AND OFFICE**  
**BLUE HILL, ME**

**Previews:**

February 26 & March 5  
at 12:00 p.m.

**Auction Date:**

March 5 | 1:00 p.m.

**Property Location:**

292 South Street  
Blue Hill, ME 04614

**Property #:**

AP26015

**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) February 2, 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](http://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.

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**AUCTION:** Thursday, March 5, 2026 | 1:00 p.m.

**PREVIEWS:** Thursday, February 26, 2026 | 12:00 p.m. & Thursday, March 5, 2026 | 12:00 p.m.

**AUCTION LOCATION:** On-site

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## **PROPERTY DESCRIPTION**

292 South Street presents a compelling opportunity to acquire a purpose-built mixed-use property combining professional office space with residential income in the heart of the Blue Hill Peninsula. Positioned along Route 175, the property benefits from strong visibility, easy access, and proximity to downtown Blue Hill, regional services, and surrounding peninsula communities.

The approximately 4,480 sq. ft. building was originally constructed for medical use and most recently operated as a dental practice. Reportedly, the first floor is configured with multiple exam or treatment rooms, offices, reception and waiting areas, laboratory space, staff areas, and multiple restrooms. The layout is well suited for continued medical use, professional services, or similar owner-occupied commercial operations seeking a standalone facility with dedicated parking.

The second floor includes two separately metered, one-bedroom apartments accessed via a common exterior entry.

The site encompasses approximately 3.41 acres with roughly 600 feet of road frontage, offering ample on-site parking and a sense of space rarely found in mixed-use properties of this scale. The surrounding area is predominantly residential with nearby commercial and institutional uses, reinforcing the property's long-term adaptability.

- **Lot Size:** 3.41± Acres
- **Parking:** Open, Paved Parking Area
- **Road Frontage:** 600'± on South Street (Route 175)
- **Building Size:** 4,480± sq. ft.
- **Year Built:** 2004±
- **Stories:** 2
- **Layout:** First Floor (2,620± sq. ft.) – Formerly a dental office with exam/treatment rooms, office space, reception area, laboratory space, staff area and 3 restrooms  
Second Floor (1,860± sq. ft.) – Two residential apartments, each 744± sq. ft. with one bedroom, a full bathroom with laundry hookups, kitchen and living/dining area
- **Occupancy:** Reportedly, all units are vacant.
- **Construction:** Wood Frame
- **Foundation:** Poured Concrete
- **Basement:** Full, Unfinished, Low Headroom
- **Roof Cover:** Metal
- **Exterior Siding:** Vinyl Clapboard
- **Heat Source:** Oil-fired Hot Water Baseboard
- **Cool Source:** Central A/C on First Floor

**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)

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### PROPERTY DESCRIPTION (CONTINUED)

- **Parcel ID:** Map 7, Lot 19
- **Tax Year:** January 1<sup>st</sup> to December 31<sup>st</sup>
- **Tax Due Dates:** October 15, 2025
- **Assessed Value:** \$222,100 (Land) + \$412,200 (Improvements) = \$634,300
- **Annual Taxes (Tax Year 2025):** \$5,930.71
- **Outstanding Taxes (Tax Year 2025):** \$6,057.97, as of January 26, 2026
- **Water & Sewer:** Private
- **Zoning District:** Per the municipal office, the town only has a shoreland zoning district and the property is not located in shoreland. Please call the Code Enforcement Office at 207-374-2281 to verify. Interested parties should inquire about continued use as a dental office and requirements to continue use or for any change of use.

**MANDATORY STATE AND FEDERAL DISCLOSURE REGARDING ARSENIC:** Per State and Federal Regulations, Tranzon Auction Properties is required to provide you the following information regarding Arsenic: Please note some homes may have unsealed arsenic treated wood or arsenic in well water. The Maine Center for Disease Control and Prevention has a fact sheet for arsenic treated wood and a brochure on how to test your well water. These documents are available to download from our website at [www.tranzon.com/AP26015](http://www.tranzon.com/AP26015) under the section titled Documents. Please contact our office at [207-775-4300](tel:207-775-4300), if you are unable to download these documents.

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### SUMMARY OF TERMS

**Buyer's Premium:** None

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

**Deposit Amount:** \$10,000, in certified funds. Deposit to be increased to 10% of purchase price within 5 days of auction.

**Agents Welcome:** Agent participation is being offered. Please visit our website at [www.tranzon.com/AP26015](http://www.tranzon.com/AP26015) or call us for details.

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### CONTACT

Mike Carey | Co-CEO  
207-776-1936 Mobile  
[mccarey@tranzon.com](mailto:mccarey@tranzon.com)  
ME Auctioneer License #AUC1466  
ME RE Lic. #DB919594

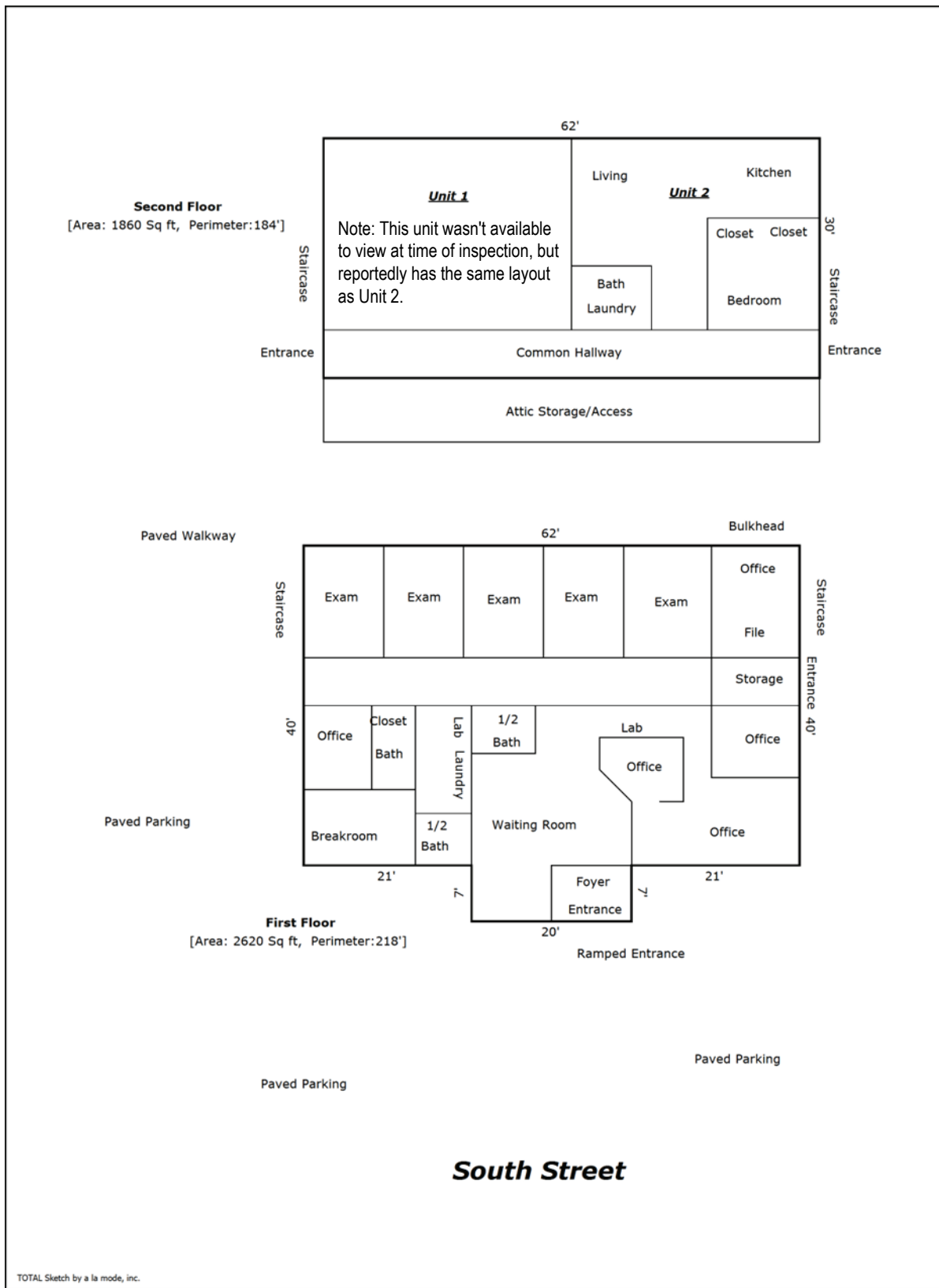
### MUNICIPAL OFFICE

Website: [www.bluehillme.gov](http://www.bluehillme.gov)  
Tel: 207-374-2281

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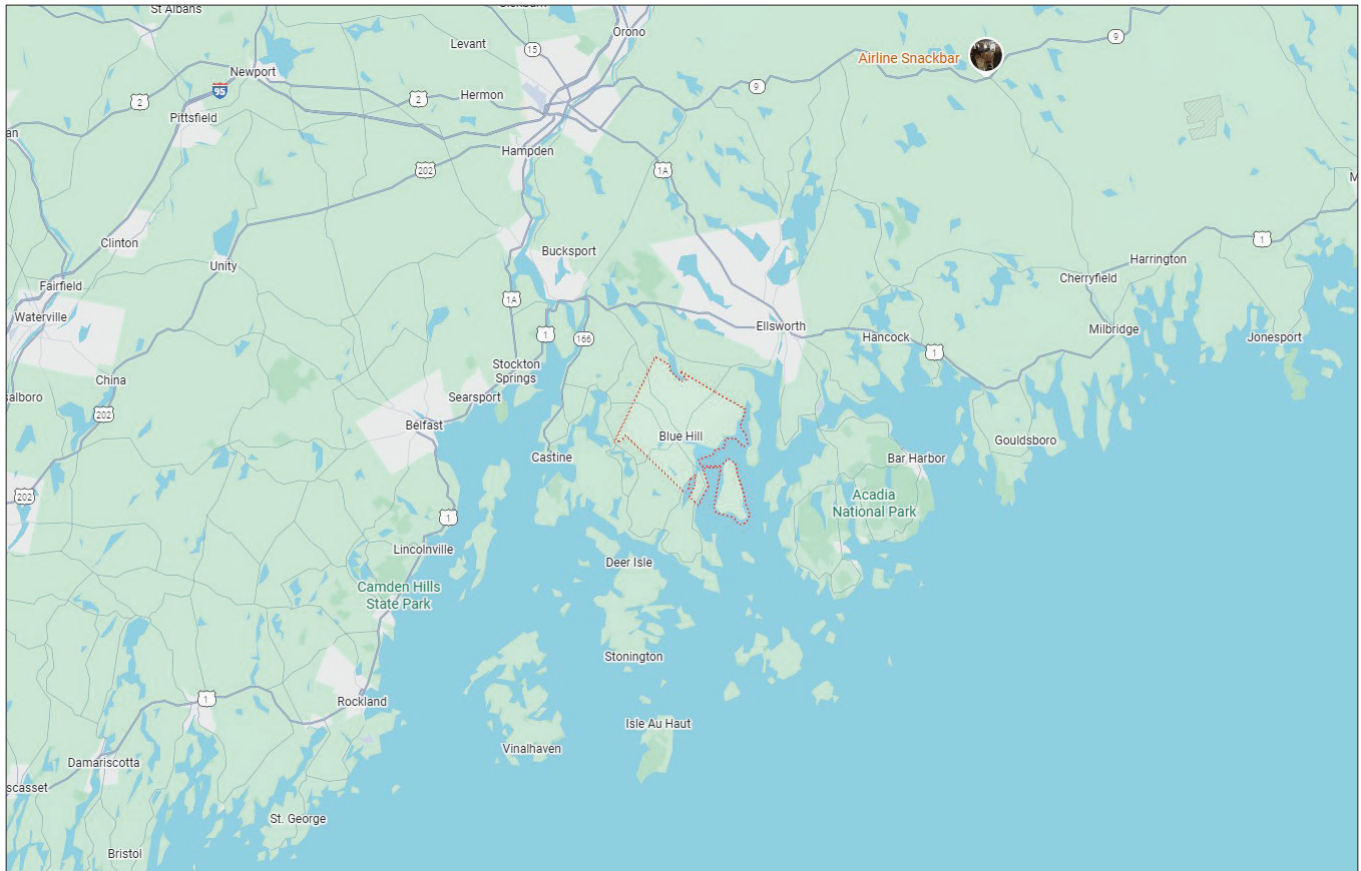
## Sketch



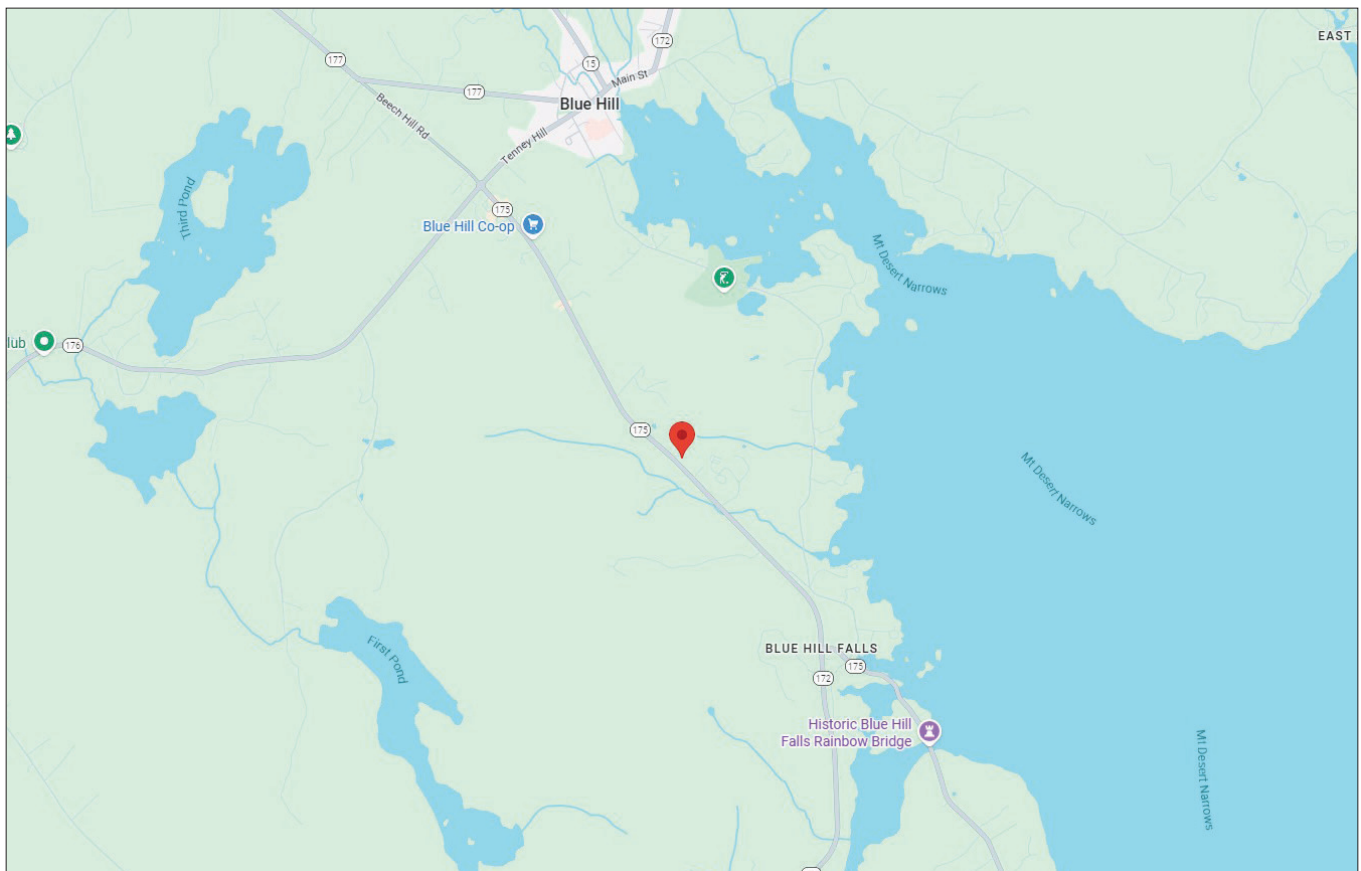
TRANZON AUCTION PROPERTIES' DISCLAIMER: This information was derived from sources believed correct but is not guaranteed. Interested parties shall rely entirely on their own information and judgment. Property is being sold on an "AS IS, WHERE IS" basis.



## AREA MAP



### PROPERTY LOCATION MAP







 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**



This is a detailed plat map of a portion of the City of St. Louis, Missouri. The map shows several lots, including lots 9, 12, 13, 14, 15, 19, 20, and 20A. The lots are numbered in circles. The map includes lot dimensions, street names (South Street, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St, 51st St, 52nd St, 53rd St, 54th St, 55th St, 56th St, 57th St, 58th St, 59th St, 60th St, 61st St, 62nd St, 63rd St, 64th St, 65th St, 66th St, 67th St, 68th St, 69th St, 70th St, 71st St, 72nd St, 73rd St, 74th St, 75th St, 76th St, 77th St, 78th St, 79th St, 80th St, 81st St, 82nd St, 83rd St, 84th St, 85th St, 86th St, 87th St, 88th St, 89th St, 90th St, 91st St, 92nd St, 93rd St, 94th St, 95th St, 96th St, 97th St, 98th St, 99th St, 100th St), and a red arrow pointing to lot 19.

Map Lot 007-019

Account 1462

Location 292 SOUTH ST

Card 1

Of 1

8/11/2025

GILLINS REALTY LLC  
292 SOUTH STREET  
BLUE HILL ME 04614

B7074P927

Previous Owner  
JACOB, BRANDON LLC  
85 ALLEN POINT LN

BLUE HILL ME 04614  
Sale Date: 11/19/2020

Previous Owner  
PIPER, ANNA  
C/O GAIL OGILVIE  
PO BOX 45  
KITTERY PT. ME 03905

Inspection Witnessed By:

X

Date

No./Date	Description	Date Insp.

Notes:

1/27/16 REV N/C

12/29/11 REV w/WORKER N/C

Blue Hill

**Property Data**

Neighborhood	3 NEIGHBORHOOD 3.	
Tree Growth Year	0	
X Coordinate	0	
Y Coordinate	0	
Zone/Land Use	21 COMMERCIAL USE	
Secondary Zone		
Topography	2 ROLLING	
1.LEVEL	4.BELOW ST	7.ROUGH
2.ROLLING	5.LOW	8.
3.ABOVE ST	6.SWAMPY	9.
Utilities	4 DRILLED WELL 7 SEPTIC	
1.SUMMER	4.DR WELL	7.SEPTIC
2.WATER	5.DUG WELL	8.SPRING
3.SEWER	6.LAKE WTR	9.NONE
Street	1 PAVED	
1.PAVED	4.PROPOSED	7.
2.SEMI IMP	5.	8.
3.GRAVEL	6.	9.NONE
	0	
SPRINGWORK YEAR	0	
Sale Data		
Sale Date	11/19/2020	
Price	561,000	
Sale Type	2 LAND &	
1.LAND	4.MOBILE	7.
2.L & B	5.OTHER	8.
3.BUILDING	6.	9.
Financing	9 UNKNOWN	
1.CONVENT	4.SELLER	7.UNKNOWN
2.FHA/VA	5.PRIVATE	8.
3.ASSUMED	6.CASH	9.UNKNOWN
Validity	1 ARMS LENGTH	
1.VALID	4.SPLIT	7.RENOVATE
2.RELATED	5.PARTIAL	8.OTHER
3.DISTRESS	6.EXEMPT	9.
Verified	5 PUBLIC RECORD	
1.BUYER	4.AGENT	7.FAMILY
2.SELLER	5.PUB REC	8.OTHER
3.LENDER	6.MLS	9.CONFID

**Assessment Record**

Year	Land	Buildings	Exempt	Total
2012	157,100	372,600	0	529,700
2013	133,500	316,700	0	450,200
2014	133,500	316,700	0	450,200
2015	133,500	316,700	0	450,200
2016	133,500	316,700	0	450,200
2017	133,500	316,700	0	450,200
2018	133,500	316,700	0	450,200
2019	133,500	316,700	0	450,200
2020	133,500	316,700	0	450,200
2021	133,500	316,700	0	450,200
2022	133,500	316,700	0	450,200
2023	133,500	316,700	0	450,200
2024	222,100	412,200	0	634,300
2025	222,100	412,200	0	634,300

**Land Data**

Front Foot	Type	Effective		Influence		Influence Codes
		Frontage	Depth	Factor	Code	
11.REGULAR LOT				%		1.USE
12.SECONDARY				%		2.R/W
13.EXCESS FRONTAG				%		3.TOPOGRAPHY
14.REAR LAND				%		4.SIZE
15.MISCELLANEOUS				%		5.ACCESS
				%		6.RESTRICTIONS
				%		7.SHAPE
				%		8.SEMI-IMPROVED
				%		9.FRACTIONAL
				%		<b>Acres</b>
				%		30.REAR LAND 3
				%		31.REAR LAND 4
				%		32.PASTURE
				%		33.CROP
				%		34.HORTICUL I
				%		35.HORTUCUL II
				%		36.ORCHARD
				%		37.SOFTWOOD
				%		38.MIXED WOOD
				%		39.HARDWOOD
				%		40.WASTE
				%		41.GRAVEL PIT
				%		42.MOBILE HOME SI
				%		43.CONDO SITE
				%		44.EXTRA SET OF L
				%		45.M H HOOK-UP
				%		46.HOLE/SITE
<b>Total Acreage</b>		3.41				

**Front Foot**

11.REGULAR LOT  
12.SECONDARY  
13.EXCESS FRONTAG  
14.REAR LAND  
15.MISCELLANEOUS

**Square Foot**

16.REGULAR LOT  
17.SECONDARY LOT  
18.EXCESS LAND  
19.CONDOMINIUM  
20.MISCELLANEOUS

**Fract. Acre**

21.HOUSELOT(FRCT)  
22.BASELOT(FRCT)  
23.REAR(FRCT)

**Acres**

24.HOUSELOT  
25.BASELOT  
26.FRONTAGE 1  
27.FRONTAGE 2  
28.REAR LAND 1  
29.REAR LAND 2

**Type****Effective****Frontage****Depth****Influence****Factor****Code****Influence Codes****Square Feet****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres****Acres**

## Blue Hill

Map Lot 007-019

Account 1462

Location 292 SOUTH ST

Card 1

Of 1

8/11/2025

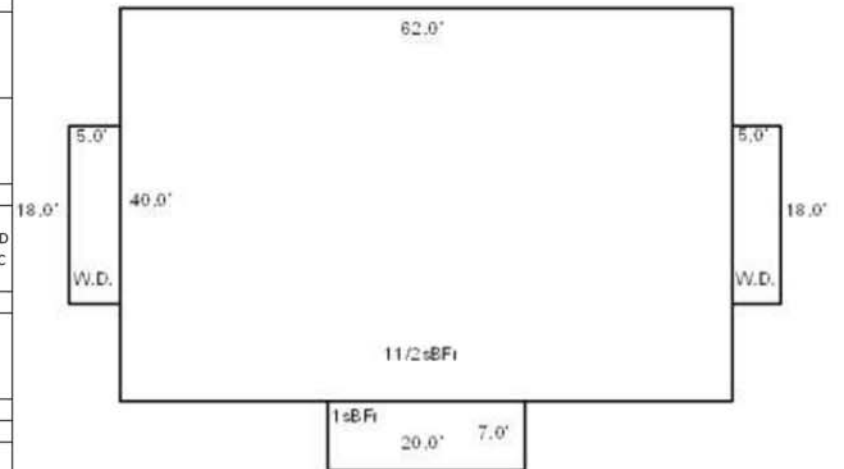
Building Style	1 CONVENTIONAL			SF Bsmt Living	0			Layout	1 TYPICAL		
1.CONV.	5.COLONIAL	9.CONDO		Fin Bsmt Grade	0 0			1.TYPICAL	4.	7.	
2.RANCH	6.SPLIT	10.			0			2.INADEQ	5.	8.	
3.R RANCH	7.CONTEMP	11.		Heat Type	100%	1 HOT WATER BB		3.	6.	9.	
4.CAPE	8.COTTAGE	12.		1.HWBB	5.FWA	9.NO HEAT		Attic	9 NONE		
Dwelling Units	2			2.HWCI	6.GRAVWA	10.		1.1/4 FIN	4.FULL FIN	7.	
Other Units	1			3.H PUMP	7.ELECTRIC	11.		2.1/2 FIN	5.FL/STAIR	8.	
Stories	4 ONE & 1/2 STORY			4.RADIANT	8.FL/WALL	12.		3.3/4 FIN	6.	9.NONE	
1.1	4.1.5	7.3.5		Cool Type	0% 9 NONE			Insulation	1 FULL		
2.2	5.1.75	8.4		1.REFRIG	4.W&C AIR	7.		1.FULL	4.MINIMAL	7.	
3.3	6.2.5	9.		2.EVAPOR	5.	8.		2.HEAVY	5.PARTIAL	8.	
Exterior Walls	2 VINYL/ALUMINUM			3.H PUMP	6.	9.NONE		3.CAPPED	6.	9.NONE	
1.WOOD	5.SHINGLE	9.OTHER		Kitchen Style	2 TYPICAL			Unfinished %	0%		
2.VIN/AL	6.BRK/STN	10.ALUM		1.MODERN	4.OBSOLETE	7.		Grade & Factor	3 C 110%		
3.COMPOS.	7.SINGLE	11.LOG		2.TYPICAL	5.	8.		1.E GRADE	4.B GRADE	7.AAA GRAD	
4.ASBESTOS	8.HARDY/CO	12.STONE		3.OLD TYPE	6.	9.NONE		2.D GRADE	5.A GRADE	8.M&S PRIC	
Roof Surface	1 ASPHALT SHINGLES			Bath(s) Style	2 TYPICAL BATH(S)			3.C GRADE	6.AA GRADE	9.SAME	
1.ASPHALT	4.COMPOSIT	7.ROLL		1.MODERN	4.OBSOLETE	7.		SQFT (Footprint)	2480		
2.SLATE	5.WOOD	8.		2.TYPICAL	5.	8.		Condition	3 BELOW AVERAGE		
3.METAL	6.OTHER	9.		3.OLD TYPE	6.	9.NONE		1.POOR	4.AVG	7.V G	
SF Masonry Trim	0			# Rooms	13			2.FAIR	5.AVG+	8.EXC	
	0			# Bedrooms	2			3.AVG-	6.GOOD	9.SAME	
	0			# Full Baths	3			Phys. % Good	0%		
Year Built	2004			# Half Baths	2			Funct. % Good	75%		
Year Remodeled	0			# Adn Fxtures	8			Functional Code	3 STYLE		
Foundation	1 CONCRETE			# Fireplaces	0			1.INCOMP	4.PL/HT	7.	
1.CONCRETE	4.WOOD	7.						2.OVERBLT	5.DAMAGE/C	8.	
2.C BLOCK	5.SLAB	8.						3.STYLE	6.	9.NONE	
3.BR/STONE	6.PIERS	9.						Econ. % Good	100%		
Basement	4 FULL BASEMENT							Economic Code	NONE		
1.1/4 BMT	4.FULL BMT	7.						0.None	3.NO POWEF	7.	
2.1/2 BMT	5.NONE	8.						1.LOCATION	4.DAMAGE/C	8.	
3.3/4 BMT	6.	9.NONE						2.ENCROACH	9.NONE	9.	
Bsmt Gar # Cars	0							Entrance Code	0		
Wet Basement	1 DRY BASEMENT							1.INTERIOR	4.VACANT	7.	
1.DRY	4.DIRT FLR	7.						2.REFUSAL	5.ESTIMATE	8.	
2.DAMP	5.	8.						3.INFORMED	6.	9.	
3.WET	6.	9.						Information Code	0		
								1.OWNER	4.AGENT	7.	
								2.RELATIVE	5.ESTIMATE	8.	
								3.TENANT	6.OTHER	9.	

T

TRIO

Date Inspected

Additions, Outbuildings & Improvements								1.ONE STORY FRAM
Type	Year	Units	Grade	Cond	Phys.	Funct.	Sound Value	2.TWO STORY FRAM
7 ONE STY BSMT FR	0	140	0 0	0	0	0	0	3.THREE STORY FR
68 DECK	0	90	0 0	0	0	0	0	4.1 & 1/2 STORY
68 DECK	0	90	0 0	0	0	0	0	5.1 & 3/4 STORY
								6.2 & 1/2 STORY
						%	%	21.OPEN FRAME POR
						%	%	22.ENCL PCH/1SFR(
						%	%	23.FRAME GARAGE
						%	%	24.FRAME SHED
						%	%	25.FRAME BAY WIND
						%	%	26.1SFR OVERHANG
						%	%	27.UNFIN BASEMENT
						%	%	28.UNF ATTIC/LOFT
						%	%	29.FINISHED ATTIC



# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 FAX (207) 287-4172

<b>PROPERTY LOCATION</b>		>> Caution: Permit Required - Attach in Space Below <<	
City, Town, or Plantation	BLUE HILL	<div style="display: flex; justify-content: space-around;"> <div> <p>BLUE HILL</p> <p>Date Permit Issued: 7/21/03</p> <p>72 <i>[Signature]</i></p> <p>Local Plumbing Inspector Signature</p> </div> <div> <p>PERMIT # 1497</p> <p>STATE COPY</p> <p>\$ 111010 FEE Double Fee Charged</p> <p>L.P.I. # 12915</p> </div> </div>	
Street or Road	RT. 175		
Subdivision, Lot #			
<b>OWNER/APPLICANT INFORMATION</b>			
Name (last, first, MI)	APONTE JUAN		
Mailing Address of	HC 64 Box 130		
<input type="checkbox"/> Owner <input type="checkbox"/> Applicant	BROOKLIN ME 04616		
Daytime Tel. #	359-5011		
<b>Owner or Applicant Statement</b>		<b>Caution: Inspection Required</b>	
I state that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
<i>[Signature]</i> 7/17/03		(1st) Date Approved	
Signature of Owner or Applicant		Local Plumbing Inspector Signature	
		(2nd) Date Approved	

PERMIT INFORMATION		
<b>TYPE OF APPLICATION</b> 1. <input checked="" type="checkbox"/> First Time System 2. <input type="checkbox"/> Replacement System Type Replaced: _____ Year Installed: _____ 3. <input type="checkbox"/> Expanded System a. <input type="checkbox"/> Minor Expansion b. <input type="checkbox"/> Major Expansion 4. <input type="checkbox"/> Experimental System 5. <input type="checkbox"/> Seasonal Conversion	<b>THIS APPLICATION REQUIRES</b> 1. <input checked="" type="checkbox"/> No Rule Variance 2. <input type="checkbox"/> First Time System Variance a. <input type="checkbox"/> Local Plumbing Inspector Approval b. <input type="checkbox"/> State & Local Plumbing Inspector Approval 3. <input type="checkbox"/> Replacement System Variance a. <input type="checkbox"/> Local Plumbing Inspector Approval b. <input type="checkbox"/> State & Local Plumbing Inspector Approval 4. <input type="checkbox"/> Experimental System 5. <input type="checkbox"/> Seasonal Conversion Approval	<b>DISPOSAL SYSTEM COMPONENT(S)</b> 1. <input checked="" type="checkbox"/> Complete Non-engineered System 2. <input type="checkbox"/> Primitive System (graywater & alternative toilet) 3. <input type="checkbox"/> Alternative Toilet, specify: _____ 4. <input type="checkbox"/> Non-engineered Treatment Tank (only) 5. <input type="checkbox"/> Holding Tank, capacity: _____ gallons 6. <input type="checkbox"/> Non-engineered Disposal Field (only) 7. <input type="checkbox"/> Separated Laundry System 8. <input type="checkbox"/> Complete Engineered System (2000 gpd or more) 9. <input type="checkbox"/> Engineered Treatment Tank (only) 10. <input type="checkbox"/> Engineered Disposal Field (only) 11. <input type="checkbox"/> Pre-treatment, specify: _____ 12. <input type="checkbox"/> Miscellaneous components
<b>SIZE OF PROPERTY</b> 3.5A <input type="checkbox"/> sq. ft. <input checked="" type="checkbox"/> acres	<b>DISPOSAL SYSTEM TO SERVE</b> 1. <input type="checkbox"/> Single Family Dwelling Unit, No. of Bedrooms: _____ 2. <input checked="" type="checkbox"/> Multiple Family Dwelling, No. of Units: 2 3. <input checked="" type="checkbox"/> Other: DENTIST OFFICE SPECIFY: _____	<b>TYPE OF WATER SUPPLY</b> 1. <input checked="" type="checkbox"/> Drilled Well 2. <input type="checkbox"/> Dug Well 3. <input type="checkbox"/> Private 4. <input type="checkbox"/> Public 5. <input type="checkbox"/> Other: _____
<b>SHORELAND ZONING</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)			
<b>TREATMENT TANK</b> 1. <input checked="" type="checkbox"/> Concrete a. <input checked="" type="checkbox"/> Regular b. <input type="checkbox"/> Low Profile 2. <input type="checkbox"/> Plastic 2" 2000 GAL 3. <input type="checkbox"/> Other: SEPTIC TANKS CAPACITY: 4000 gallons	<b>DISPOSAL FIELD TYPE &amp; SIZE</b> 1. <input type="checkbox"/> Stone Bed 2. <input type="checkbox"/> Stone Trench 3. <input checked="" type="checkbox"/> Proprietary Device a. <input type="checkbox"/> Cluster array c. <input checked="" type="checkbox"/> Linear b. <input type="checkbox"/> Regular load d. <input type="checkbox"/> H-20 Load 4. <input type="checkbox"/> Other: _____ SIZE: 3510 <input checked="" type="checkbox"/> sq. ft. <input type="checkbox"/> lin. ft.	<b>GARBAGE DISPOSAL UNIT</b> 1. <input checked="" type="checkbox"/> No 2. <input type="checkbox"/> Yes 3. <input type="checkbox"/> Maybe >> If yes/maybe, specify one below: a. <input type="checkbox"/> Multi-Compartment Tank b. <input type="checkbox"/> Tanks in Series c. <input type="checkbox"/> Increase in Tank Capacity d. <input type="checkbox"/> Filter on Tank Outlet	<b>DESIGN FLOW</b> 990 gallons-per-day (gpd) BASED ON: 1. <input checked="" type="checkbox"/> Table 501.1 (dwelling unit(s)) 2. <input checked="" type="checkbox"/> Table 501.2 (other facilities) SHOW CALCULATIONS - for other facilities - 2-2 BRAPS x 180 = 360 DENTIST OFFICE 40 PATIENTS x 5 GPD = 200 5 PROFESSIONALS x 20 GPD = 100 2 RECEPTIONISTS x 15 GPD = 30 TOTAL DESIGN FLOW 990 GPD 3. <input type="checkbox"/> Section 503.0 (meter readings) ATTACH WATER-METER DATA
<b>SOIL DATA &amp; DESIGN CLASS</b> PROFILE CONDITION DESIGN 3 • C • A at Observation Hole # 104 Depth 20" Elevation _____ OF MOST LIMITING SOIL FACTOR	<b>DISPOSAL FIELD SIZING</b> 1. <input type="checkbox"/> Small - 2.0 sq. ft./gpd 2. <input type="checkbox"/> Medium - 2.6 sq. ft./gpd 3. <input checked="" type="checkbox"/> Medium-Large - 3.3 sq. ft./gpd 4. <input type="checkbox"/> Large - 4.1 sq. ft./gpd 5. <input type="checkbox"/> Extra Large - 5.0 sq. ft./gpd	<b>EFFLUENT/EJECTOR PUMP</b> 1. <input type="checkbox"/> Not Required 2. <input checked="" type="checkbox"/> May Be Required 3. <input type="checkbox"/> Required >> Specify dose for engineered & experimental systems DOSE: _____ gallons	

SITE EVALUATOR STATEMENT		
I certify that on 5-28-03 (date) I completed a site evaluation on this property and state that the data reported herein are accurate and that the proposed system is in compliance with the Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).		
<i>[Signature]</i> Site Evaluator Signature	189 SE #	6-18-03 Date
Mike J Gramlich Site Evaluator Name Printed	207 843-6395 Telephone #	POB 284 Holden ME Mail Address
		04429



# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 FAX (207) 287-4172

Town, City, Plantation

BLUE HILL

Street, Road, Subdivision

RT. 175

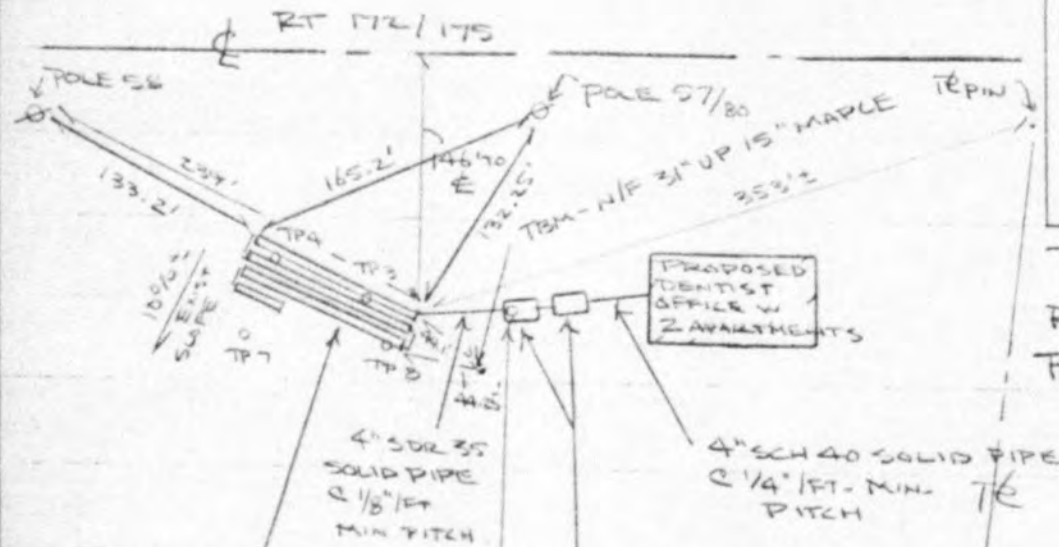
Owner or Applicant Name

JUAN APONTE

## SITE PLAN

Scale: 1" = 100' ft.

SITE LOCATION MAP  
(Attach map from Maine Atlas  
for First Time System Variance)



PROPOSED WELL TO  
BE 300' FROM  
PROPOSED FIELD &  
100' FROM SEPTIC  
TANKS.

INSTALL 39 TYPE B  
CONCRETE CHAMBERS  
ENDFEEDS IN THREE  
ROWS OF 12 EACH ROW  
96' LONG & 4TH ROW OF  
3 CHAMBERS 24' LONG  
IN LINEAR & SERIAL CONFIGURATION

INSTALL TWO 2000 GALLON  
SEPTIC TANKS IN SERIES  
INSTALL LABEL A300 826VC ON  
SECOND 2000 GAL TANK OUTLET

## SOIL PROFILE DESCRIPTION AND CLASSIFICATION

(Location of Observation Holes Shown Above)

Observation Hole # TP3 ☒ Test Pit ☐ Boring

Observation Hole # TP4 & 8 ☒ Test Pit ☐ Boring

0"	Texture	Consistency	Color	Mottling
0				
6			YELLOW	
12	SANDY	FRABLE	BROWN	
18	LOAM			
24				NONE
30		FIRM	OLIVE	FAINT
36				
42				
48				
BEDROCK				
Soil Profile: <u>3</u> Classification: <u>C/A</u> Slope: <u>10</u> Limiting Factor: <u>24"</u> <input type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Residual Layer <input checked="" type="checkbox"/> Bedrock <u>28"</u>				

0"	Texture	Consistency	Color	Mottling
0				
6				
12	GRAVELLY		YELLOW	
18	SANDY	FRABLE	BROWN	
24	LOAM	FIRM	OLIVE	COMMON
30				DISTINCT
36				
42				
48				
BEDROCK				
Soil Profile: <u>3</u> Classification: <u>C/A</u> Slope: <u>15</u> Limiting Factor: <u>20"</u> <input type="checkbox"/> Groundwater <input checked="" type="checkbox"/> Residual Layer <input checked="" type="checkbox"/> Bedrock				

189

6-18-03

Site Evaluator Signature  
Mike J Gramlich

POB 284 Holden ME 04429

Date  
207 843-6395

Page 2 of 3  
HME-200 Rev. 6/01

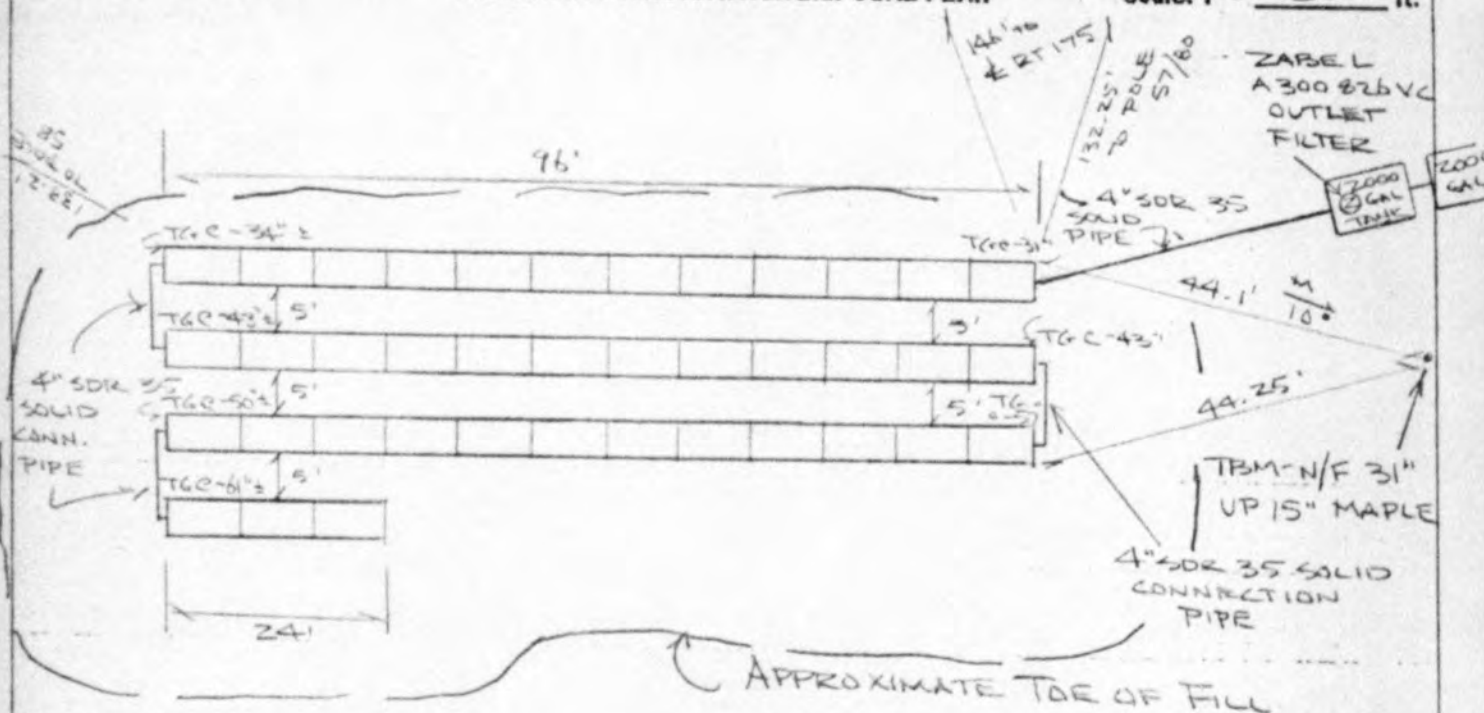


Maine Department of Human Services  
Division of Health Engineering, Station 10  
(207) 287-5672 FAX (207) 287-4172

Owner or Applicant Name

JUAN APONTE

Scale: 1" = 20' ft.



TCE = APPROXIMATE SURFACE EXISTING ELEVATION  
AT CORNER OF STAKED FIELD.

### BACKFILL REQUIREMENTS

Depth of Backfill (upslope) 20'

Depth of Backfill (downslope)  $\frac{14}{35}$

DEPTHS AT CROSS-SECTION (shown below)

### CONSTRUCTION ELEVATIONS

Finished Grade Elevation

Top of Distribution Pipe or Proprietary Device

Bottom of Disposal Field

## ELEVATION REFERENCE POINT

SEE \* Location & Description: TBM - N / F 31"

8 A-5ECT UP 15" MAPLE

BUILDING Reference Elevation is: 0.0' or 0"

## DISPOSAL FIELD CROSS-SECTION

**Scales:**

Vertical:  $1^{\text{st}} = 5$  ft.

Horizontal: 1" = 10 ft.

**Note:**

- 1.) Scarify original surface under Disposal Field and fill extension.
- 2.) Place gravelly coarse sand fill in 8" lifts, incorporate into underlying original soil.
- 3.) Disposal Field to be level with a maximum grade tolerance of 2"/100 ft.
- 4.) Lime, fertilize, seed & mulch, top and sides of bed and all disturbed areas to prevent erosion.
- 5.) See Chapter 8 of code for additional requirements.
- 6.) Bottom of disposal field to be below elevation of TBM (ERP).

Mike J Gramlich POB 284 Holden ME 207-843-6395

Site Evaluator Signature \_\_\_\_\_

#189  
SE 4

6-18-03  
Date

**PROPERTY DISCLOSURE**  
**(Land & Commercial Properties)**

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

PROPERTY LOCATION: 292 South Street, Blue Hill, Maine

Tranzon Auction Properties has attempted to gather as much information as possible and has completed this form with the information obtained.

Tranzon Auction Properties' client (Seller) has never occupied the property and has little or no direct knowledge of the condition of the property, including, without limitation, its condition, habitability, or any use to which it may be put. Property may be affected by, but not limited to, water damage; mold; lead-based paint; asbestos; environmental conditions; and the condition of mechanical systems, well and/or septic, and structural soundness are unknown. Interested parties should conduct their own investigations and due diligence.

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

**SECTION I. UNDERGROUND STORAGE TANKS**

  X   Unknown

☐

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 known.

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(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.

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(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? ☒ 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\_\_\_ Not Known\_X\_\_\_

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

Have any flood events affected a structure on the property? Yes\_\_\_ No\_\_\_ Not Known\_X\_\_\_

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

Has any flood-related damage to a structure occurred on the property? Yes\_\_\_ No\_\_\_ 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\_\_\_ 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 : 23009C0939D Year : 7-20-2016 (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?

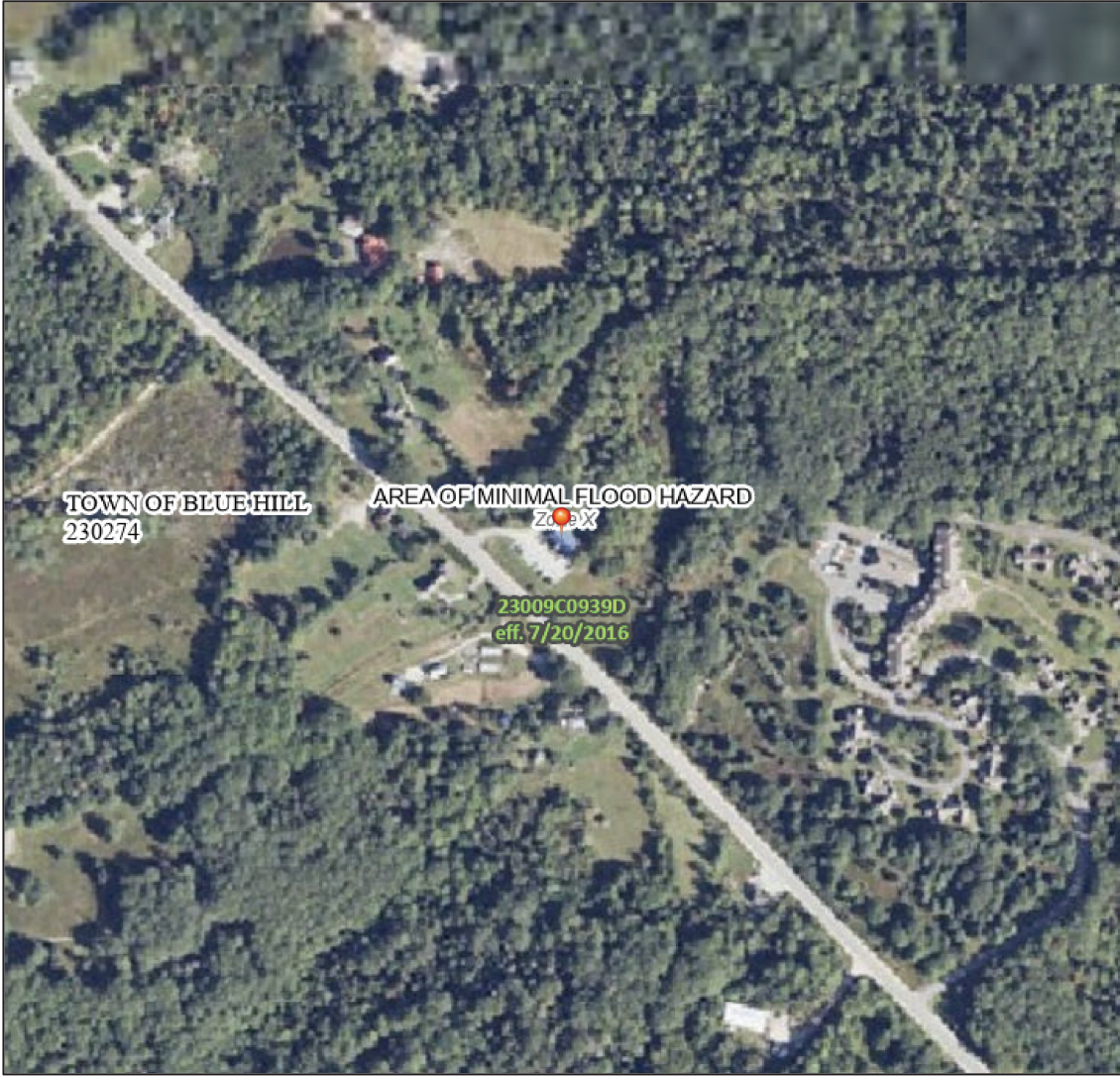
Yes\_\_\_\_\_ No\_\_X\*\_\_\_\_ Unknown\_\_\_\_\_

\*Property not located in shoreland zoning.

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

# National Flood Hazard Layer FIRMette

68°35'8"W 44°23'42"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000 68°34'31"W 44°23'17"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
		Area with Flood Risk due to Levee Zone D

OTHER AREAS		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
OTHER FEATURES		Levee, Dike, or Floodwall
		Channel, Culvert, or Storm Sewer

OTHER AREAS		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
OTHER FEATURES		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
MAP PANELS		Hydrographic Feature
		Digital Data Available
MAP PANELS		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 1/27/2026 at 8:33 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.



TRANZON AUCTION PROPERTIES' DISCLAIMER: This is the debtor'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.

BOOK: OR 7074 PAGE:927, # OF PGS: 2  
11/20/2020 02:18:52 PM INSTR#: 2020038605  
JULIE A. CURTIS, REGISTER OF DEEDS  
HANCOCK COUNTY MAINE  
MAINE REAL ESTATE TRANSFER TAX PAID  
eRecorded Document

DLN: 1002040121680

### QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, that BRANDON JACOB LLC, a Maine limited liability company with a mailing address of 27 Howard Street, Bangor, ME 04401 ("Grantor"), for consideration paid, grants to GILLINS REALTY, LLC, a Maine limited liability company with a mailing address of 292 South Street, Blue Hill, Maine 04614 ("Grantee"), with QUITCLAIM COVENANT, a certain lot or parcel of land, together with the buildings and improvements thereon, situated in Blue Hill, Hancock County, Maine, as more particularly described in Exhibit A attached hereto and made a part hereof.

DATED: November 19, 2020

BRANDON JACOB LLC

By:

Juan Aponte  
Juan Aponte, Member/Manager

STATE OF MAINE

COUNTY OF Hancock, ss.

November 19, 2020

Then personally appeared the above-named JUAN APONTE, as Member and Manager of BRANDON JACOB LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

Heather R P Brackett

Notary Public/Maine Attorney at Law

Printed Name:

My Commission Expires: Heather R P Brackett

Notary Public • State of Maine  
My Commission Expires March 30, 2027

EXHIBIT A

Beginning at an iron rod on the easterly side line of said South Street on the northerly line of land of the grantor herein; thence North  $89^{\circ} 57'$  East by and along said northerly line one and seven tenths (1.7) feet to a granite monument; thence continuing the same course (N.  $89^{\circ} 57'$  E.) by and along a stone wall marking said northerly line two hundred eighty-one and sixty-five hundredths (281.65) feet to a granite monument; thence South  $70^{\circ} 21'$  East by and along said stone wall eighty-two and two tenths (82.2) feet to a bolt; thence South  $25^{\circ} 43'$  East four hundred fifteen and two tenths (415.2) feet to a bolt; thence South  $64^{\circ} 17'$  West three hundred (300) feet to a spike set in a boulder on the easterly side line of said South Street; thence North  $25^{\circ} 43'$  West by and along said side line three hundred and seven tenths (300.7) feet to a granite monument at Station 160+85.97 according to a plan prepared by the Maine State Highway Commission and recorded in the Hancock County Registry of Deeds, Plan Book 10, Page 132; thence, northwesterly by and along said side line by a curve to the left, in accordance with said plan, two hundred ninety-nine and three tenths (299.3) feet to the point of beginning and containing three and five tenths (3.5) acres, more or less.

Also excepting and reserving and not hereby conveying so much of the above described lot or parcel of land as described in the Notice of Taking with the easements taken by the State of Maine, said Notice being dated January 23, 1963 and recorded in Book 926, Page 84 of said Registry.

EXCEPTING from the above-described premises that portion conveyed by Anna H. Piper to Blue Hill Memorial Hospital Foundation by deed dated October 26, 2000, recorded at the Hancock County, Maine, Registry of Deeds in Book 2985, Page 315.

Being the same premises conveyed to Brandon Jacob LLC by deed of Anna H. Piper dated August 4, 2003 and recorded in the Hancock County Registry of Deeds in Book 3693, Page 347.

# ZONING

Per the Town of Blue Hill, the town only has Shoreland zoning and property is not in a shoreland area.

The property is subject to town ordinances and regulations. For your convenience, a portion of the town's ordinances pertaining to site plan review is included in this package. Please contact the municipality to verify accuracy and obtain complete zoning and ordinance information.

Interested parties should confirm this is the most current zoning/land use information and inquire about continued use as a dental office and requirements to continue use or for any change of use.

Additional zoning/land use information is available on the Town of Blue Hill's website at <https://bluehillme.gov/resources/town-ordinances/>.

**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.



Blue Hill Commercial Site Plan Review Ordinance  
**Section 3. Site Plan Review Required**

**Section 3. Site Plan Review Required**

**A. Permit Required**

No **person** shall commence or undertake any land use activity within the Town of Blue Hill without first obtaining a **Site Plan Review Permit** as indicated by the following Table of Land Uses.

**B. Table of Land Uses**

Land Use Activity	Site Plan Review Permit Required?
1. One or two <b>single-family dwellings</b> on a single <b>lot</b> .	No
2. <b>Duplex dwelling</b> on a single <b>lot</b> .	No
3. Conversion of a <b>single-family dwelling</b> on a single <b>lot</b> to a <b>duplex dwelling</b> .	No
4. Any structure or activity that is an <b>accessory structure or use</b> to items 1 through 3, above.	No
5. <b>Multi-family dwelling</b> or <b>affordable housing development</b>	Yes
6. All <b>agricultural activities</b> .	No
7. <b>Forest management activities</b> .	No
8. The construction of any new <b>structure</b> not otherwise exempted by this table.	Yes
9. Any new <b>commercial use</b> of land not otherwise exempted by this table.	Yes
10. Any expansion of an existing <b>commercial use</b> that results in: A. <b>lot coverage</b> greater than fifty percent (50%); B. a <b>structure</b> with a <b>footprint</b> greater than two thousand (2,000) sq. ft. in area; or C. total <b>impervious surfaces</b> on the lot in excess of four thousand (4,000) sq. ft. or seventy five percent (75%) of <b>lot area</b> .	Yes
11. Any use that will result in substantial wastewater discharge as described in Section 4(B)(1) of this Ordinance.	Yes
12. The interior expansion of any <b>commercial use structure</b> that increases the floor area used for <b>commercial</b> purposes by fifty percent (50%) or more.	Yes
13. Any use that will result in substantial groundwater extraction as described in Section 4(B)(2) of this Ordinance.	Yes
14. Any <b>accessory solar energy system</b> .	No
15. Any <b>local-scale solar farm</b> .	Yes
16. Any <b>solar microgrid</b> .	Yes

**C. Prohibited Uses**

The following land use activities within the Town of Blue Hill, and any ***structures*** associated with such activities, are prohibited:

- |   |
|---|
| 1. Any <b><i>large-scale solar farm</i></b> . |
|---|



# PRO FORMA COMMITMENT FOR TITLE INSURANCE



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Hirshon Law Group, P.C.

Agent No.: 007389

Loan ID Number:

**COMMITMENT FOR TITLE INSURANCE****SCHEDULE A**

1. Commitment Date: February 10, 2026 at 10:33 a.m.

2. Policy to be issued:

- a. ☒ 2021 ALTA® Owner's Policy  
☐ 2021 ALTA® Homeowner's Policy  
☐ Other (Please Specify): \_\_\_\_\_

Proposed Insured: TBD

Proposed Amount of Insurance: \$TBD

- b. ☐ 2021 ALTA® Loan Policy  
☐ 2021 ALTA® Expanded Coverage Residential Loan Policy – Current Assessments  
☐ Other (Please Specify): \_\_\_\_\_

Proposed Insured: N/A

Proposed Amount of Insurance: N/A

3. The estate or interest in the Land at the Commitment Date is: Fee Simple.

4. The Title is, at the Commitment Date, vested in:

Gillins Realty, LLC, by virtue of a deed from Brandon Jacob, LLC, dated 11/19/20 and recorded in Book 7074, Page 927 of the Hancock County Registry of Deeds.

5. The Land is described as follows: 292 South Street, Blue Hill, County of Hancock and State of Maine.  
A copy of the Property Description of said Land is attached hereto.

Countersigned and validated:

By   
Signature of Authorized Signatory

David M. Hirshon  
Please Print or Type Name of Authorized Signatory

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

---

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to wit:
  - a. Duly authorized and executed Deed from TD Bank, N.A. (foreclosing lender in first position) to TBD.
5. Payment and discharge of the following: N/A
6. Certificate of Good Standing and company resolution(s) from TD Bank, N.A., authorizing the company to enter into the sale transaction, and the execution and the delivery of the associated documents and certification as to the incumbency of the signators.
7. Certificate of Good Standing and company resolution(s) from TBD buyer, authorizing the company to enter into the purchase transaction, and the execution and the delivery of the associated documents and certification as to the incumbency of the signators.
8. All outstanding real estate taxes, water, sewer and other municipal charges to be paid at or prior to closing. Real estate taxes currently owed in the amount of \$6,076.51.
9. Seller/Borrower to provide satisfactory affidavit as to parties in possession and mechanics liens and, if new construction, an Indemnification from the seller/borrower, in order to modify or delete Exceptions 2 (Persons in possession) and 4 (Mechanic's lien) of Schedule B – Part II hereof from the Loan Policy only.
10. Seller/Borrower to provide Survey Affidavit for existing 1-4 family residential sales/purchases and refinances, a mortgage plot plan for 1-4 family residential new construction, or an instrument survey and surveyor's report in non-residential transactions in order to modify or delete Exception 3 (Survey) of Schedule B – Part II hereof from the Loan Policy only.
11. Title search shall be updated, including but not limited to, a search of the buyer(s) once identified, adding additional exceptions as appropriate.
12. Confirm compliance with all statutory requirements of the power of sale foreclosure, including but not limited to, confirmation that second position mortgage, Mortgage to Brandon Jacob, LLC in the principal amount of \$110,000, dated 11/20/20 and recorded at Book 7074, Page 946 of the Hancock County Registry of Deeds, has been appropriately noticed and said mortgage discharged as result of foreclosure.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE B, PART II**  
**Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interest, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Liens for taxes and assessments which become due and payable subsequent to the date of policy. This policy insures that taxes are paid through TBD.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of Maine or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by the policy.
7. Any exception, reservation, restriction, easement or condition as set out in the attached Property Description.
8. Title to and rights of the public and others entitled thereto in and to those portions of the Land lying within the bounds of adjacent streets, roads or ways.
9. The exact acreage of the land is not insured.
10. Rights of others in and to the use of appurtenant easement(s) insured herein, if any, and terms and conditions relative to the use thereof.
11. Such state of facts as shown on a plan entitled "Site Plan for Parker Ridge, South Street, Blue Hill, Maine," dated August 2, 2000 as prepared by Sage Collins Surveying, Inc.
12. Notice of Layout and Taking to the State of Maine dated January 23, 1963 and recorded in Book 926, Page 84 of the Hancock County Registry of Deeds.

☐ See attached Continuation Sheet for additional Exceptions

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



101 Corporate Place, Rocky Hill, CT 06067

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**SCHEDULE B, PART II**  
**Exceptions**  
**Continuation Sheet**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by CATIC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**PROPERTY DESCRIPTION**

A certain lot or parcel of land, situated in Blue Hill, Hancock County, Maine described in a deed dated August 4, 2003 from Anna H. Piper to Brandon Jacob LLC, recorded in the Hancock County Registry of Deeds in Book 3693, Page 347, in which said premises are bound and described as follows:

Beginning at an iron rod on the easterly side line of said South Street on the northerly line of land of the grantor herein; thence North  $89^{\circ} 57'$  East by and along said northerly line one and seven tenths (1.7) feet to a granite monument; thence continuing the same course (N  $89^{\circ} 57'$  E) by and along a stone wall marking said northerly line two hundred eighty-one and sixty-five hundredths (281.65) feet to a granite monument; thence South  $70^{\circ} 21'$  East and along said stone wall eighty-two and two tenths (82.2) feet to a bolt; thence South  $25^{\circ} 43'$  East four hundred fifteen and two tenths (415.2) feet to a bolt; thence South  $64^{\circ} 17'$  West three hundred (300) feet to a spike set in a boulder on the easterly side line of said South Street; thence North  $25^{\circ} 43'$  West by and along said side line three hundred and seven tenths (300.7) feet to a granite monument at Station 160+85.97 according to a plan prepared by the Maine State Highway Commission and recorded in the Hancock County Registry of Deeds in Plan Book 10, Page 132; thence northwesterly by and along said side line by a curve to the left, in accordance with said plan, two hundred ninety-nine and three tenths (299.3) feet to the point of beginning.

Also excepting and not hereby conveying so much of the above described lot or parcel of land as described in the Notice of Taking with the easements taken by the State of Maine, said Notice being dated January 23, 1963 and recorded in Book 926, Page 84 of said Registry.

Excepting from the above-described premises that portion conveyed by Anna H. Piper and Blue Hill Memorial Hospital Foundation by deed dated October 26, 2000, recorded at the Hancock County, Maine, Registry of Deeds in Book 2985, Page 315.





101 Corporate Place, Rocky Hill, CT 06067

**ALTA OWNER'S POLICY OF TITLE INSURANCE**  
issued by  
**CATIC**

Policy No.	Amount of Insurance	Date of Policy
	<b>\$TBD</b>	<b>TBD</b>
Agent Name		Agent No.
<b>Hirshon Law Group, P.C.</b>		<b>007389</b>

**SCHEDULE A**

**AUTOMATIC INFLATION CLAUSE:** The policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the policy date with respect to policies insuring one-to-four family, owner-occupied residential property.

1. The Insured is: TBD
2. The estate or interest in the Land insured by this policy is: Fee Simple
3. The Title is vested in: TBD
4. The Land is encumbered by the following mortgage, and the assignment thereof, if any: TBD
5. The Land is described as follows: 292 South Street, Blue Hill, County of Hancock and State of Maine.

A copy of the Property Description of said Land is attached hereto.

CounterSigned and validated:

**PRO FORMA**

By \_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Please Print or Type Name of Authorized Signatory

**NOTICE: THIS IS A PRO-FORMA POLICY FURNISHED TO OR ON BEHALF OF THE PARTY TO BE INSURED. IT NEITHER REFLECTS THE PRESENT STATUS OF TITLE, NOR IS IT INTENDED TO BE A COMMITMENT TO INSURE. THE INCLUSION OF ENDORSEMENTS AS PART OF THE PRO-FORMA POLICY IN NO WAY EVIDENCES THE WILLINGNESS OF THE COMPANY TO PROVIDE ANY AFFIRMATIVE COVERAGE SHOWN THEREIN.**

**THE REQUIREMENTS WHICH MUST BE MET BEFORE A FINAL POLICY CAN BE ISSUED IN THE SAME FORM AS THIS PRO-FORMA POLICY ARE SET FORTH IN THE COMMITMENT.**

**Policy not valid unless Schedule B attached.**

Policy No.

**SCHEDULE B****EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. Any facts, rights, interest, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Liens for taxes and assessments which become due and payable subsequent to the date of policy. This policy insures that taxes are paid through TBD.
5. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of Maine or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by the policy.
6. Any exception, reservation, restriction, easement or condition as set out in the attached Property Description.
7. Title to and rights of the public and others entitled thereto in and to those portions of the Land lying within the bounds of adjacent streets, roads or ways.
8. The mortgage, if any, referred to in item 4 of Schedule A.
9. The exact acreage of the land is not insured.
10. Rights of others in and to the use of appurtenant easement(s) insured herein, if any, and terms and conditions relative to the use thereof.
11. Such state of facts as shown on a plan entitled "Site Plan for Parker Ridge, South Street, Blue Hill, Maine," dated August 2, 2000 as prepared by Sage Collins Surveying, Inc.
12. Notice of Layout and Taking to the State of Maine dated January 23, 1963 and recorded in Book 926, Page 84 of the Hancock County Registry of Deeds.

☐ See attached Continuation Sheet for additional Exceptions from Coverage

Policy No.

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Excepting from the above-described premises that portion conveyed by Anna H. Piper and Blue Hill Memorial Hospital Foundation by deed dated October 26, 2000, recorded at the Hancock County, Maine, Registry of Deeds in Book 2985, Page 315.



101 Corporate Place, Rocky Hill, CT 06067

Policy No.

**Schedule B Continuation Sheet**

**Schedule B Exceptions are continued as follows:**

TBD

## PRO FORMA LOAN POLICY

This is a Pro Forma Title Policy for review purposes only which provides no insurance coverage to or on behalf of the proposed insured. This Pro Forma Policy does not necessarily reflect the present status or condition of title and is not a Commitment to insure the estate or interest or to provide any affirmative coverage shown herein. This Pro Forma Policy solely indicates the form and content of the policy which the Company may issue if:

1. All requirements of the Commitment and any additional requirements as requested by the Company are met to the satisfaction of the Company;
2. All necessary documents are furnished;
3. The Company receives recordable and insurable documents evidencing the interest to be insured;
4. Satisfactory title rundown from effective date of the commitment through recording of instruments creating the insured interest to be insured, or satisfactory gap indemnity; and
5. All premiums, charges and fees due to the Company are paid in full.

RE: 292 South Street, Blue Hill, Maine.

Dated: 2/10/26

Signed: 

Authorized Signatory

CATIC

# SALE/LEGAL DOCS





**NOTICE OF MORTGAGEE'S SALE**  
**OF REAL PROPERTY OF GILLINS REALTY, LLC:**

292 South Street, Blue Hill, Maine 04614

~ Tax Map 007 / Lot 019 ~

Hancock County Registry of Deeds,  
Book OR 7074, Page 929

By virtue of and in execution of the Power of Sale contained in a certain Mortgage, in favor of TD Bank, N.A. ("Bank") dated November 20, 2020, with a mailing address of PO Box 9540, Portland ME 04112-9540, recorded in the Hancock County Registry of Deeds at, Book OR 7074, Page 929, ("Mortgage"), which Mortgage is held by Bank, for breach of the conditions of said Mortgage and for the purpose of foreclosing the fee title in and to the mortgaged premises, there will be sold at public auction sale on March 5, 2026 at 1:00 p.m., at 292 South Street, Blue Hill, Maine, the real and personal property subject to the Mortgage, viz: A certain lot or parcel of land, together with any easements and buildings, improvements and fixtures thereof, situated in the Town of Blue Hill and located at 292 South Street, Blue Hill, Maine (referenced as Town of Lyman, Tax Map 007 Lot 019 ("Property"), as more fully described in said Mortgage.

Terms of Sale: The Property will be sold "AS IS, WHERE IS", WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED as to the condition of the Property or the status of title.

A. Tranzon Auction Properties ("Auctioneer") will conduct the auction and accept bids on the Property. A bidder who wishes to bid on the Property must submit as a qualification to bid at the auction a deposit of Twenty-Five Thousand Dollars (\$25,000), in cash, cashier's check or certified check (U.S. funds) to be increased to Ten Percent (10%) of the highest bid within Five (5) business days following the execution of a Purchase and Sale Agreement. The remaining balance of the purchase price shall be due and payable by wire transfer, bank check, certified check or cashier's check (U.S. funds) at closing. All checks should be made payable to Auctioneer. In the event that the highest bidder fails to close pursuant to the Purchase and Sale Agreement, the Property will be sold to the next highest bidder willing to purchase the Property or readvertised for sale at the Bank's discretion.

B. The successful bidder must sign a Purchase and Sale Agreement with Bank, requiring a closing within Forty-Five (45) days of the date of the public sale. The Property will be sold by Mortgagee's Release Deed Without Covenant to the highest bidder. In the event and to the extent that Bank (or its designee) is the highest bidder, no down payment or contract will be required.

C. Bank and Auctioneer reserve the right to modify or add to the terms of sale. The terms and conditions of sale, including additions to or modifications of the terms set forth above, will be announced at the sale.

D. The sale of the Property will be made without warranties and subject to, among other things: (a) prior liens, restrictions, senior encumbrances, tenancies, recorded or unrecorded leases, utility easements, rights of way whether recorded or unrecorded and/or visible on the face of the earth, encumbrances which maintain validity at the date of conveyance and any other conditions whether known or unknown; (b) any unpaid taxes or assessments; and (c) any facts which an accurate survey or inspection of the Property might show.

E. This Notice of Mortgagee's Sale shall also serve as notice of public sale of all fixtures, together with all replacements thereof, all attachments, accessions, additions, substitutions, and all other tangible personal property subject to the Mortgage.

F. Further information regarding the auction regarding the Property and/or auction may be obtained by contacting Mike Carey of Auctioneer, 207-776-1936 [mcarey@tranzon.com](mailto:mcarey@tranzon.com) or by visiting [www.tranzon.com](http://www.tranzon.com). Auctioneer is located at 257 Deering Avenue, Suite 204, Portland, Maine 04103, telephone (207) 775-4300.

DATED: January 14, 2026

TD BANK, N.A.  
*by its counsel:*  
HIRSHON LAW GROUP, P.C.

By: /s/ David M. Hirshon  
David M. Hirshon, Esq.  
PO Box 124  
Freeport, ME 04032  
(207) 831-6700  
[dhirshon@hirshonlawgroup.com](mailto:dhirshon@hirshonlawgroup.com)

STATE OF MAINE  
CUMBERLAND, ss.

January 14, 2026

Personally appeared before me the above-named David M. Hirshon, Esq. and made oath that he signed this instrument as his own free act and deed and the free act and deed of TD Bank, N.A.

Before me,

/s/ Lori Harmon  
Notary Public, State of Maine  
Printed name: Lori Harmon  
My commission expires: April 24, 2028

## **ADDITIONAL TERMS OF SALE**

### **PUBLIC FORECLOSURE SALE OF REAL PROPERTY OF GILLINS REALTY, LLC**

292 South Street, Blue Hill, Maine 04614  
~ Tax Map 007 / Lot 019 ~  
Hancock County Registry of Deeds,  
Book OR 7074, Page 929

***Date, Time and Place of Sale:*** March 5, 2026 commencing at 1:00 p.m. at 292 South Street, Blue Hill, Maine.

***Mortgagee / Seller:*** TD Bank, N.A. ("Bank").

***Attorney for Mortgagee / Seller:*** David M. Hirshon; Hirshon Law Group, P.C.; PO Box 124, Freeport, ME 04032; Telephone (207) 831-6700

***Auctioneer for Mortgagee / Seller:*** Tranzon Auction Properties; 257 Deering Avenue, Suite 204, Portland, Maine 04103; Telephone (207) 775-4300 ([www.tranzon.com](http://www.tranzon.com)) ("Auctioneer").

### ***Additional Terms***

A. This sale is conducted in accordance with the Notice of Mortgagee's Sale of Real Property of Gillins Realty, LLC (referred to hereafter as "Notice of Sale") published in the *Ellsworth American* on February 5, 2026, February 12, 2026 and February 19, 2026, by virtue of and in execution of the Power of Sale contained in a certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents (hereinafter "Mortgage") in favor of Bank dated November 20, 2020, and recorded in the Hancock County Registry of Deeds at Book OR 7074, Page 929.

B. The property consists of certain real property together with any improvements thereon located at or about 292 South Street, Blue Hill, Maine, (Tax Map 007, Lot 019), as more fully described in the aforesaid Mortgage and Notice of Sale ("Property").

C. The Property shall be sold, subject to, among other things, easements, restrictions, encumbrances, mortgages, rights of way, and any other matters all whether recorded or unrecorded and with no warranties express or implied of any type or kind. No warranties, guarantees or representations of any kind are made by Bank, Auctioneer or their respective agents with regard to the Property. All warranties are expressly disclaimed with respect to any improvements above or below ground, the location of boundaries or improvements, title to any of the Property, tenancies, environmental compliance, or compliance with any applicable zoning or land use regulations, laws or ordinances, or undisclosed or hidden defects. Purchaser will assume the risk of any defects and each bidder expressly acknowledges and agrees that the amount bid reflects the "AS IS, WHERE IS" condition of the

Property and the assumption of all risks relating to undisclosed defects. Bank assumes that bidders have inspected the Property prior to the auction. Square footage dimensions are approximate and should be independently verified prior to bidding. The Bank, Auctioneer and their respective agents assume no liability for errors or omissions in the within Additional Terms of Sale or any of the Property listings or advertisements or promotional / publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the Auctioneer makes no guaranties or representations as to the accuracy of the information herein contained or in any property listing or advertisements or promotional / publicity statements and materials.

D. The Property shall be sold subject to real estate taxes and personal property taxes assessed by and due and payable to the Town of Blue Hill, Maine and subject to any other assessments of any type or kind relating to the Property.

E. The deed to the Purchaser for the real property shall be a Quitclaim Without Covenant Deed from Bank. The Purchaser shall at his/her/its cost pay all real estate transfer taxes and sales taxes, whether assessed to Purchaser or Bank.

F. A bidder who wishes to bid must submit as a qualification to bid at the auction a deposit of Twenty-Five Thousand Dollars (\$25,000), in cash, cashier's check or certified check (U.S. funds) to be increased to Ten Percent (10%) of the highest bid within Five (5) business days following the execution of a Purchase and Sale Agreement. The foregoing amounts should be made payable to "Tranzon Auction Properties Escrow Account". The remaining balance of the purchase price shall be due and payable to "TD Bank, N.A." by wire transfer, bank check, certified check or cashier's check (U.S. funds) at closing. In the event that the highest bidder fails to close pursuant to the Purchase and Sale Agreement, the Property will be sold to the next highest bidder willing to purchase the Property or readvertised for sale at the Bank's discretion.

G. The successful bidder must sign, at the conclusion of the public auction, a Purchase and Sale Agreement with Bank, requiring a closing within Forty-Five (45) days of the date of the public sale. In the event and to the extent that Mortgagee(s) (or its designee) is the highest bidder, no down payment or contract will be required.

H. The deposit of a successful bidder will be retained by the Auctioneer as a non-refundable, non-interest bearing down payment to be applied to the purchase price. The remaining balance of the purchase price shall be due and payable by either wire transfer, bank check, certified check or cashier's check (U.S. funds) at closing. Bank or any of its subsidiaries reserve the right to submit a bid at the conclusion of the auction, without deposit.

I. Bank reserves the right to modify or add to the terms of sale. The terms and conditions of sale, including additions to or modifications of the terms set forth above, will be announced at the sale.

J. In the event that the Purchaser fails to pay the whole of the purchase price within the time set forth above, and/or fails to comply with any of the terms and conditions of sale, Bank may in addition to any other right or rights set forth in the Purchase and Sale Agreement, retain the deposit as liquidated damages, declare Purchaser's rights under the Purchase and

Sale Agreement terminated and at an end and Bank may resell the Property to the next highest bidder or readvertise the Property for sale, at its option. In the event that there is a failure to close the sale with the party who executes the Purchase and Sale Agreement, Bank reserves the right to either hold a new sale or to contact the next highest bidder and allow that party to purchase the Property for the next highest bid, with or without deposit in the discretion of Bank. Bank disclaims any responsibility for providing notice of any kind to any person subsequent to the public sale.

K. Risk of Loss. All risk of loss to the Property by fire, theft or otherwise, total or partial, occurring after the auction, shall be with the Purchaser.

L. All above described real property is sold "AS IS, WHERE IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. No warranties, guaranties or representations of any kind are made by Bank and its agents. Bank SPECIFICALLY AND WITHOUT LIMITATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO DESCRIPTION OF THE REAL ESTATE, OR THE STATUS OF TITLE TO THE PROPERTY; FITNESS FOR A PARTICULAR PURPOSE, OR AS TO MERCHANTABILITY OR HABITABILITY; THE CONDITION OF THE PROPERTY OR ANY OTHER MATTER.

Bidder acknowledges the opportunity to inspect and has made such inspections as he/she/it sees fit, and that no representations or warranties concerning the title to the real property and personal property or its compliance with any applicable zoning or land use regulations, laws, codes or ordinances were made, have been made, or are being made by Bank or any of its agents or representatives.

M. While descriptions are believed to be correct, the Auctioneer, Bank and/or any of their agents make no warranties or guaranties, expressed or implied, as to genuineness, authenticity, or defects, and will not be held responsible for advertising discrepancies or inaccuracies.

N. The Bank and the Auctioneer reserve the right, subject to applicable provisions of Maine Law, to: (i) refuse or accept any irregular bids; (ii) hold periodic recesses in the sale process; (iii) continue the sale from time to time without notice to any person; and (iv) amend the terms of sale as it deems in the best interest of the Bank. *In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.*

O. A record of bidding will be maintained by the Bank and/or the Auctioneer for its own use. All persons present at the auction and wishing to submit a bid must register and sign a bidding contract with the auctioneer and submit the requisite deposit as aforesaid prior to commencement of the bidding.

P. The Auction procedure will be open and verbal. Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. Bank reserves the right to add to or change any of the terms and conditions of sale, to add or withdraw properties, and to adjourn, cancel, recess, delay or reschedule the sale at any time before or during the auction.

Q. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately. Proxy bids are subject to all terms and conditions of sale as listed herein or announced at the Sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a purchase and sale agreement at the time of the sale, in the form provided at the sale, and such representative must provide documentation satisfactory to Bank that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid. *By executing and delivering the Bidder's Card to the Auctioneer, you have signed a written, binding contract agreeing to the terms and conditions of sale and understand any bid you make falls under the Statute of Frauds. If you do not agree to the terms and conditions of sale, please return your bidding card to the Auctioneer.*

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

S. Auctioneer will not accept any bids from any individual who is an employee of The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations other than the Bank bidding on the Property in order to repurchase the Property in connection with its Mortgages.

T. Lead-Based Paint and/or Lead-Based Paint Hazard: Purchaser hereby acknowledges that he/she/it has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-paint and/or lead-based paint hazards, and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family from Lead in Your Home", if required.

U. PLEASE NOTE: You have signed a written, binding contract agreeing to the terms and conditions of sale, and understand any bid you make falls under the Statute of Frauds. If you do not agree to the terms and conditions of sale, please return your bidding card to the clerk.

*Further information regarding this public auction  
may be obtained by contacting the Auctioneer.*

## PURCHASE & SALE AGREEMENT

This Purchase & Sale Agreement is entered by and between:

***Seller:***

**TD BANK, N.A.**  
PO Box 9540  
Portland ME 04112

***Purchaser:***

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
SSN / TIN

***Purchaser:***

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
SSN / TIN

1. Property. Seller hereby agrees to sell and Purchaser (jointly and severally "Purchaser") hereby agree(s) to purchase real property situated at or about **292 South Street, Blue Hill, Maine** and identified as Tax Map 007 Lot 019, being the same real property or a portion thereof conveyed to Seller by a certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents (hereinafter "Mortgage") dated November 20, 2020, and recorded in the Hancock County Registry of Deeds at Book OR 7074, Page 929 ("Property").

2. Price. Purchaser hereby agrees to pay to Seller the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$\_\_\_\_\_) as follows:

- a. A non-refundable Twenty-Five Thousand Dollars (\$25,000.00) deposit in cash, bank check, cashier's check or certified check (U.S. funds) payable to "Tranzon Auction Properties Escrow Account" at the time of execution of this Agreement, the receipt of which is hereby acknowledged by Seller;
- b. An additional non-refundable deposit equal (with the initial deposit) to Ten Percent (10%) of the purchase price within Five (5) business days of the date of this Agreement; and
- c. The remainder of the purchase price by wire transfer, bank check, cashier's check or certified check payable to "TD Bank, N.A." at the closing.

3. Terms of Sale. The sale is subject to the terms and conditions set forth in the Additional Terms and Conditions and other terms and conditions of sale, including additions to or modifications of the terms set forth above, announced at the sale. Purchaser's obligation to close is not subject to receipt of any financing.

4. Risk of Loss. Purchaser shall bear all risk of loss to the Property occurring after the Effective Date of this Agreement by fire, theft or any other event, loss, or casualty, total or partial and this Agreement shall remain in full force and effect. In the event of taking by condemnation or



eminent domain after the Effective Date, this Agreement shall remain nonetheless in full force and effect and Seller shall pay over or assign to Purchaser at the closing any condemnation proceeds, rights or awards receivable or received as a result of such taking or condemnation.

5. Closing. The closing shall take place on or before Forty-Five (45) days from the date hereof at such time and location as determined by Tranzon Auction Properties ("Auctioneer"), unless otherwise mutually agreed to in writing by Seller and Purchaser. TIME IS OF THE ESSENCE.

The aforesaid real estate shall be conveyed by Mortgagee's Quitclaim Without Covenant Deed, without any covenants, representations or warranties whatsoever.

At closing, Purchaser shall pay all transfer taxes, personal property taxes, sales taxes, real estate taxes, and all other assessments of any type or kind relating to the Property (whether assessed to Purchaser or Seller or assessed and unbilled).

Purchaser shall be responsible for all costs and fees relating to the purchase of the Property including without limitation, all recording fees, cost of title insurance, costs of any title search, costs of any survey obtained by Purchaser, and Purchaser's attorney's fees.

6. Purchaser Default/Termination. If Purchaser either shall default in the making of any payment required herein or shall fail to comply with any term, condition or covenant of this Agreement and/or the Terms and Conditions of Sale as modified at auction, Seller may, in addition to any other right or rights available as a matter of law or equity, retain the deposit(s) as liquidated damages, declare Purchaser's rights under this Agreement terminated and at an end and Seller may resell the Property to the next highest bidder or re-advertise the Property for sale, at Seller's option. Notice of intention to declare this Agreement so terminated shall be given in writing to Purchaser and shall be deemed to be effective upon mailing of such notice by certified mail, return receipt requested by Seller to Purchaser at the address listed above. Seller shall be entitled to recover from Purchaser all attorneys' fees and costs, including paralegal fees incurred by Seller in connection with any default or breach by Purchaser of any term, condition or covenant of this Agreement and/or the Terms and Conditions of Sale as modified at auction.

7. Seller's Default. If Seller is unwilling or unable to close pursuant to this contract, its sole obligation to Purchaser shall be the return to Purchaser the Deposit. Purchaser agrees that in any dispute or action arising out of this Agreement the remedies and/or damages to which Purchaser may be due at any time and as against Seller for any reason shall be specifically limited to the amount of Purchaser's Deposit, repayable without interest, and that under no circumstances may such remedies and/or damages include without limitation, any claims for punitive damages, specific performance, rescission, lost profits, compensatory damages, consequential damages and/or attorneys' fees. See also, Section 11.

8. Possession. Purchaser shall only be entitled to possession at closing. Third parties may occupy the Property at the time of the Sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession or control and/or personal property located at the Property which has not been removed.

9. Assignment. Purchaser shall have no right to assign this Agreement without the prior written consent of Seller, and any purported assignment of this Agreement shall be voidable at the option of Seller without in any manner affecting Purchaser's obligations hereunder.

10. Modification of This Agreement/Integration. No term or condition of this Agreement and/or the Terms and Conditions of Sale as modified at auction shall be modified except by agreement in writing executed by Purchaser and Seller. The Terms and Conditions of Sale as modified at auction are incorporated herein by reference. The within Agreement shall control to the extent of an inconsistency between such Terms and Conditions of Sale as modified at auction. Purchaser agrees that in the event of any ambiguity, the meaning or intent of the terms or obligations set forth herein or any documents executed in connection herewith, such ambiguity shall not be construed more favorably to one party than to another.

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

12. WAIVER OF JURY TRIAL AND VENUE. PURCHASER AGREES THAT IN THE EVENT OF ANY DISPUTE AS BETWEEN PURCHASER AND SELLER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, OR THE PROPERTY HEREBY CONTEMPLATED TO BE TRANSFERRED BY SELLER TO BUYER, SUCH DISPUTE SHALL BE TRIED BEFORE A SINGLE JUSTICE OF THE SUPERIOR COURT IN CUMBERLAND COUNTY SITTING WITHOUT A JURY.

13. Status of Mortgagee/No Warranties. Purchaser further acknowledges and agrees that Seller, Auctioneer and any person acting on behalf of Seller and/or Auctioneer, have not made and do not make any representations or warranties in connection with the auction and/or the Property and that Seller, Auctioneer and any person acting on behalf of Seller and/or Auctioneer, disclaim all warranties, express or implied, as to the condition of the Property, including without limitation, warranties of merchantability, habitability or fitness for a particular purpose.

Subject to Section T of the Additional Terms of Sale, Purchaser further acknowledges that Purchaser has been provided with the opportunity to investigate and inspect the Property. Seller makes no representations regarding the location of boundaries, number of square feet, condition of fixtures, the location of improvements or any other matters set forth in the description of the real estate. Seller does not warrant the accuracy of any plans or their compliance with state and local law. Purchaser further acknowledges that the transfer of any permits and approvals may require the consent of the approving governmental body, which Purchaser shall obtain at Purchaser's risk and expense. Purchaser further acknowledges and agrees that any inaccuracy or noncompliance is at Purchaser's risk, and that such variances shall not constitute grounds for any actions for rescission, damages or diminution of the purchase price. Any such investigations and/or inspections shall not disturb or otherwise damage the Property. Purchaser shall hold harmless, defend and indemnify Seller including reasonable attorney's fees and costs from all losses, expenses, liabilities, personal injuries, fines, penalties, punitive damages and all other damages of any type or kind arising from any such inspection and/or investigation. Purchaser shall not cause to be made or request inspections by any governmental building or zoning inspector unless required as a matter of law. Purchaser shall not perform or cause to be performed any repairs to the Property prior to closing.

Purchaser assumes the risk of any defects and expressly acknowledges and agrees that the Purchase Price reflects the "AS IS WHERE IS" condition of Property and the assumptions of all risks relating to undisclosed defects.

As aforesaid, the Property shall be sold "AS IS, WHERE IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. No warranties, guaranties or representations of any kind are made by Seller, Auctioneer or any person acting on behalf of Seller and/or Auctioneer any of their respective agents or representatives. All warranties are expressly disclaimed with respect to any improvements, above or below ground, the location of boundaries or improvements, title to and/or any tenancies of the Property, environmental compliance, or compliance of any of the Property with any applicable zoning or land use regulations, laws or ordinances or undisclosed or hidden defects. SELLER, SPECIFICALLY AND WITHOUT LIMITATION, MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF ANY BOUNDARY DESCRIPTION OR LOT SIZE OR LOCATION OF IMPROVEMENTS OR ANY OTHER MATTERS SET FORTH IN THE DESCRIPTION OF THE REAL ESTATE, OR THE STATUS OF TITLE TO THE PROPERTY, OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO MERCHANTABILITY, HABITABILITY, THE CONDITION OF THE PROPERTY OR ANY OTHER MATTER, INCLUDING LAND USE, ZONING, BUILDING CODE AND ENVIRONMENTAL ISSUES.

14. Auctioneer. Purchaser and Seller recognize Tranzon Auction Properties as Auctioneer in connection with the transaction contemplated herein. Purchaser shall not be responsible for Auctioneer's commission; such costs shall be paid by Seller. Purchaser shall

indemnify and hold harmless Seller from and against all claims made by any person or entity arising out of Purchaser's actions. This indemnity shall include all costs and expenses incurred by Seller, including reasonable attorney's fees and paralegal fees. This indemnity shall survive delivery of the Deed at Closing.

15. A. Number/Gender/Joint and Several Obligations. The term "Purchaser" 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 and the Terms and Conditions of Sale as modified at auction shall be equally binding upon and shall inure to the benefit of the legal representatives and successors in interest of the parties hereto.

B. Headings. All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

C. Maine Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine.

D. Notice. Except as otherwise specifically provided herein, all notices and other writings permitted or required herein shall be in writing by the party giving such notice and shall be deemed properly given upon deposit in the United States mail as bearing proper first class postage and addressed to the other party at the address first above given, or such other address as may be from time to time designated in writing by either party.

E. Copies. By their signatures hereon, the parties hereto acknowledge receipt of a copy of this Agreement and the Schedules referred to herein.

F. Any Limited Liability Company, Corporation, or other entity that enters into a Purchase & Sale Agreement in its name shall provide Seller with a copy of the Purchaser's Operating Agreement or such other documentation as required by the Seller to confirm the beneficial owners of the Purchaser.

16. No Relationship with the Toronto-Dominion Bank: Purchaser acknowledges that he/she/it is not employed by The Toronto-Dominion Bank or any of its subsidiaries or affiliated corporations, nor is he/she/it related in any way to any employees, solicitors, agents or any other person acting for or retained by or on behalf of The Toronto-Dominion Bank in relation to the Property and confirms that he/she/it is dealing at arm's length with the aforementioned parties. Additionally, he/she/it is not involved in any way in any transaction relating to the Property to impede, hinder or otherwise avoid the representations made hereunder. If Bank at any time determines the representations made herein are false, then Bank

at any time may pursue damages, including, without limitation, rescission as set forth in Paragraph 9 above. This paragraph shall survive the Closing.

17. OFAC: Neither the Purchaser nor any of its affiliates or beneficial owners, or any of its or its affiliates' respective officers, directors, agents, partners, members, beneficial owners, controlling entities or employees: (i) is a country individual or entity named on the Specifically Designated National and Blocked Persons (SDN) list issued by the Office of Foreign Asset Control of the Department of the Treasury of the United States of America; or (ii) is a party to or is otherwise involved in any present or threatened litigation or is aware of any of Purchaser's affiliates or beneficial owners or any of Purchaser's or its affiliates' respective officers', directors', partners', members', beneficial owners', and controlling entities' involvement in any pending or threatened litigation affecting the Seller or any of Seller's affiliates.

18. Service of Process: The Purchaser hereby appoints the Clerk of the Cumberland County Superior Court as her/his/its agent for service of process.

19. Irrevocable Offer. This offer is binding upon the Purchaser and shall remain valid, irrevocable and available for acceptance by Seller without any obligation to sell until the date of execution and delivery by Seller to Purchaser of this Agreement subject to all other terms and conditions of this Agreement.

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

IN WITNESS WHEREOF, the parties have hereby set their hands and seals on \_\_\_\_\_, 2026.

TD BANK, N.A.

\_\_\_\_\_  
Witness By: \_\_\_\_\_

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Purchaser

Deeding Instructions:

Name(s) on Deed: \_\_\_\_\_  
\_\_\_\_\_

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

SSN's / EIN's: \_\_\_\_\_  
\_\_\_\_\_

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- 100 team members
- Certified Auctioneers Institute (CAI), Accredited Auctioneer of Real Estate (AARE), and Auction Marketing Management (AMM) designated auction professionals
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## The Tranzon Market-Making System™

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- Sealed Bid Auctions  
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