



CENTRAL MAINE  
**AUCTION  
CENTER**

**PROPERTY  
INFORMATION  
PACKET**



**WATERFRONT REAL ESTATE  
27 ALLEYS BAY ROAD, BEALS, ME**

**PROPERTY LOCATION: 27 ALLEYS BAY ROAD, BEALS, ME**

**PROPERTY NUMBER: R26-353**

**LIVE BIDDING TIME: FRIDAY, JULY 24<sup>TH</sup> 2026 @ 11:00 AM**

**PREVIEW TIME: MONDAY, JULY 13<sup>TH</sup> 2026 @ 2-3:00 PM**

**LIVE BIDDING LOCATION: ON-SITE**

**ACRES: +/- 1.29**

**INFORMATION: WATERFRONT, 2 BED, 1/1 BATH, 1141 SQ FT, DAYLIGHT BASEMENT**

Central Maine Auction Center 44 Concord Drive, Hermon, ME 04401 PH. (207) 848-7027

EMILY TILTON PH. (207) 735-8782 EMILY@CMAUCTIONCENTER.COM

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**CENTRAL MAINE AUCTION CENTER**

44 CONCORD DRIVE, HERMON, MAINE 04401

(207) 848-7027 • CMAUCTIONCENTER.COM

**NOTICE: ATTENTION ALL PROSPECTIVE BIDDERS**

*CENTRAL MAINE AUCTION CENTER IS ACTING SOLEY AS AGENT FOR THE SELLER*

Dear Prospective Bidder:

Machias Savings Bank and Central Maine Auction Center, in conjunction with Realty of Maine would like to announce auction R26-353 consisting of real estate at 27 Alleys Bay Road, Beals, ME. **The above property is subject to a \$5,000.00 deposit (nonrefundable to the highest bidder) in CASH or CERTIFIED U.S. FUNDS made payable to Machias Savings Bank (deposited with Auctioneer as qualification to bid).** The property will be sold by public auction in as is-where is condition, subject to all outstanding municipal assessments.

All information contained in this document and/or any advertising and marketing material was obtained from sources deemed to be reliable. However, Central Maine Auction Center and the seller of this property and/or its agents make no warranties as to the accuracy, truthfulness and completeness of this information. Machias Savings Bank, Central Maine Auction Center and Realty of Maine make no warranties of any kind regarding its title to the property, physical condition, location, value, or compliance with any applicable federal, state or local law, ordinance and regulation, including zoning, or land use ordinances. Bidders must satisfy themselves to each of those matters as an ordinary and prudent buyer. For further information regarding the property, the public sale bidding details, and additional terms, contact Central Maine Auction Center directly.

**ADDITIONAL TERMS AND CONDITIONS MAY BE ANNOUNCED BY THE AUCTIONEER ON THE DATE OF THE PUBLIC SALE AND ARE INCORPORATED HEREIN BY REFERENCE.**

Central Maine Auction Center is available to assist you with any questions you may have regarding the property or our auction process. Our friendly, professional staff is committed to providing quality service and look forward to seeing you on auction day.

## PURCHASE AND SALE AGREEMENT

AGREEMENT made this 6<sup>th</sup> day of August, 2026, by and between Machias Savings Bank which has an address of 4 Center Street / P.O. Box 318, Machias, Maine 04654 (“Seller”), and \_\_\_\_\_ of \_\_\_\_\_ (“Buyer”).

1. Property: Seller hereby agrees to sell (pursuant to a foreclosure action found in the Aroostook County Superior Court under Docket No. ELLSC-RE-2025-006 and Buyer hereby agrees to buy a certain lot or parcel of land, including any buildings thereon, situated at 212 Stanley Point Road, Swans Island, Maine 04685; being the same premises formerly encumbered by a certain Mortgage dated May 3, 2007 (“Mortgage”) given by Leonard May II, which Mortgage is recorded in the Hancock County Registry of Deeds in Book 4758, Page 163.

2. Transfer of Property: Buyer and Seller agree that Buyer will deliver the balance of the purchase price within thirty (30) days of the date of the public sale to the offices of Seller’s counsel, Drummond, Woodsum & MacMahon, located at 84 Marginal Way, Suite 600, Portland, Maine 04101.

3. Title: Seller agrees to convey its interest in the property by Quitclaim Deed Without Covenant to be delivered at closing subject to all existing easements, restrictions, encumbrances or other matters which may or may not be of record. Buyer acknowledges that the property is being sold **“as is, where is, without recourse”** and that no representations are made by Seller or its representatives as to the marketability or insurability of title.

4. Purchase Price: Buyer hereby agrees to pay the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) in cash, certified check, or cashier's check as follows:

- (i) Five Thousand and 00/100 Dollars (\$5,000.00) at the time of the execution of this Agreement, which is a nonrefundable Down Payment; and
- (ii) The remainder of the Purchase Price, due at the time of closing.

Should Buyer fail to make the payment of the balance due by the closing date, the nonrefundable Down Payment listed above shall be retained by Seller as damages and Seller may pursue other damages if appropriate.

5. Taxes and Municipal Assessments: Except as provided elsewhere herein, all real and personal property taxes, including taxes for the current year, any unpaid taxes for any prior year and any other fees including water and sewer charges due to municipal or quasi-municipal corporations

will be the responsibility of Buyer. Additionally, Buyer shall be responsible for all real estate transfer taxes associated with the sale of the real estate, whether or not ordinarily attributable to Buyer or Seller. Any taxes or water and sewer charges paid by Seller not more than sixty (60) days prior to the date of the public sale shall be reimbursed by Buyer.

6. Risk of Loss: The risk of loss or damage to said premises by fire or otherwise until the closing is assumed by Buyer.

7. Broker: Seller and Buyer hereby agree that there is no real estate broker involved in this transaction, and that no one is due a commission for this sale, unless such broker was disclosed and agreed upon between Seller and Buyer at the time of auction. If applicable, the real estate broker is:

\_\_\_\_\_.

8. Damages: In the event Seller defaults and breaches any of the terms of this Agreement, Buyer's damages shall be limited to return of its Down Payment. In the event Buyer defaults and breaches any of the terms of this Agreement, Seller may, at its election, retain Buyer's down payment, bring any legal and equitable claims it may have against Buyer and terminate the Agreement or file suit for specific performance of this Agreement.

9. Merger: No representations or warranties of any kind are made with respect to the property, including, without limitation, its condition or any use to which it may be put. The property is being sold on an "as is", "where is", "without recourse", "with all defects" basis, and any and all warranties, express, implied or otherwise, including, without limitation, the warranties of habitability, merchantability, marketability, insurability and fitness for any purpose, are hereby disclaimed. No representation or warranty is made as to the compliance of the real property with any laws, rules, regulations or ordinances, including zoning, environmental, or hazardous waste laws. Seller, its agents and attorneys shall have no responsibility or liability for the loss of use of the property, loss of time, inconvenience, commercial loss and/or any incidental or consequential damage, loss or injury. Buyer is not entitled to rely on any representations or warranties regarding the property not embodied in this Agreement, and any such representations or warranties have not been authorized by Seller or its agents and attorneys.

10. Possession: Buyer shall be entitled to possession at closing, or as otherwise agreed to in writing by Seller. Buyer is responsible for the eviction of any tenants and/or occupants of the property.

11. Miscellaneous: This instrument is to be construed under the laws of the State of Maine, and sets forth the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement in duplicate original on the day and year written above.

BUYER(S):

SELLER:

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

SSN \_\_\_\_\_

Tel.No. \_\_\_\_\_

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

Its: \_\_\_\_\_

**DISCLOSURES RELATIVE TO PROPERTY**

**Auction R26-353**

**Location:** 27 Alleys Bay Road, Beals, ME

**Disclosure for Heating System:**

Type _____	Not Known <u> X </u>
Age of System _____	Not Known <u> X </u>
Name of Service Company _____	Not Known <u> X </u>
Annual Consumption per Source _____	Not Known <u> X </u>
Malfunctions or Problems _____	Not Known <u> X </u>

**Disclosure for Waste Disposal System:**

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Size and Type of Tank _____	Not Known <u> X </u>
Location of Field and Tank _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Service and Contracting _____	Not Known <u> X </u>

**Disclosure for Private Water Supply:**

Type of System _____	Not Known <u> X </u>
Date of Installation _____	Not Known <u> X </u>
Malfunctions _____	Not Known <u> X </u>
Location _____	Not Known <u> X </u>
Date and Result of Tests _____	Not Known <u> X </u>

**Disclosure for Public Water Supply:**

Line Malfunctions _____	Not Known <u> X </u>
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**Disclosure for Known Hazardous Materials including but not limited to:**

Asbestos _____	Not Known <u> X </u>
Radon _____	Not Known <u> X </u>
Lead Paint _____	Not Known <u> X </u>
Chemical Spills on Property _____	Not Known <u> X </u>
Underground Tanks _____	Not Known <u> X </u>

Signature of Seller \_\_\_\_\_ Date \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_



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

35 State House Station Augusta ME 04333-0035



## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### Right Now You Are A Customer

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

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

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

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

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

### You May Become A Client

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

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

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

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

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

### WHAT IS A DISCLOSED DUAL AGENT?

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

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

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

### THIS IS NOT A CONTRACT

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

*To Be Completed By Licensee*

This form was presented on (date) June 11, 2026

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

by Emily Tilton, Associate Broker  
Licensee's Name

on behalf of Realty of Maine  
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.*