

## Property Information Package

**Brick Home with Attached Barn/Apartment**  
175 Prospect Street, Biddeford , ME



Previews: July 21<sup>st</sup> & 28<sup>th</sup> | 11am – 12pm ET  
Auction: July 31<sup>st</sup> | 10:30am ET  
Auction Location: On-site  
Property#: AP15052-3



**Tranzon Auction Properties**  
93 Exchange Street  
Portland, ME 04101

P: 207-775-4300  
F: 207-773-7275  
APinfo@tranzon.com

Thomas W. Saturley | ME RE Lic. #90600017 | ME AUC #757

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## PROJECT SUMMARY

### AUCTION – Brick Home with Attached Barn/Apartment

Property #: AP15052-3  
Auction Date: Friday, July 31<sup>st</sup> | 10:30am ET  
Inspections: Tuesday, July 21<sup>st</sup> & 28<sup>th</sup> | 11am – 12pm ET  
Property Address: 175 Prospect Street  
Biddeford, ME  
Auction Location: On-Site  
Registration: Parties interested in bidding may register for the sale any time after 10am ET

**Summary of Terms:** \$10,000.00 deposit in cash, cashier's check, certified or bank check or the equivalent made payable to Tranzon Auction Properties Escrow Account is required in order to bid; a 10% Buyer's Premium will be added to the high bid to determine the total purchase price; deposit must be increased to equal 10% of the total purchase price within 5 business days of the auction; balance will be due and payable within 30 days; property sold as-is with no contingencies; please see complete Terms and Conditions.

Our staff is readily available to assist you with any questions you may have regarding the property or the auction process.

As a reminder to real estate sales agents, associate brokers and brokers, we offer a broker participation fee. Please call us at (207) 775-4300 for details.

Thank you for your interest in this property, we look forward to seeing you on the day of auction.

Sincerely,



JILL R. DAVIERO  
Senior Vice President

JRD/spr



Dept. of Professional & Financial Regulation  
Office of Licensing & Registration  
**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 interests 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 for 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 price and terms for the buyer; and
- √ To maintain the confidentiality of specific client information, including bargaining information.

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

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

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

**WHAT IS A DISCLOSED DUAL AGENT?**

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

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

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

**THIS IS NOT A CONTRACT**

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

To Be Completed By Licensee

This form was presented on (date) \_\_\_\_\_

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

by Thomas W. Saturely  
Licensee's Name

on behalf of Tranzon Auction Properties  
Company/Agency

MREC Form#3 Revised 07/06

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maineprofessionalreg.org](http://www.maineprofessionalreg.org). Inactive licensees may not practice real estate brokerage.

**NOTICE**  
**ATTENTION PROSPECTIVE BIDDERS**

**Auction Company is acting solely as agent for the Seller**

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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.**



## PROPERTY DESCRIPTION

### Address

175 Prospect Street  
Biddeford, ME

### Location and Site

Biddeford is located in southern Maine just 19± miles south of Portland. Subject property is conveniently located within walking distance to several parks and just a short drive from all the city's amenities.

- Lot Size: 0.55± acre
- Parking: Paved driveway and parking area
- Utilities: Public water and sewer

### Building Information

Site is improved with a 1,551± SF brick home with an attached barn converted to an additional rental unit/in-law apartment.

- Property Type: Residential
- Building Area: 1,551± SF
- Number of Units: 2
- Bedrooms/Baths: Each unit has 3+ bedrooms and 1 bathroom
- Year Built: 1850±
- Stories: 1 ½
- Roof Cover: Asphalt
- Exterior Siding: Brick/masonry
- Heat Source: Oil-fired, hot-water baseboard
- Occupancy Status: One of the two units is occupied by a tenant at will paying \$1,200/month – owner currently responsible for all utilities

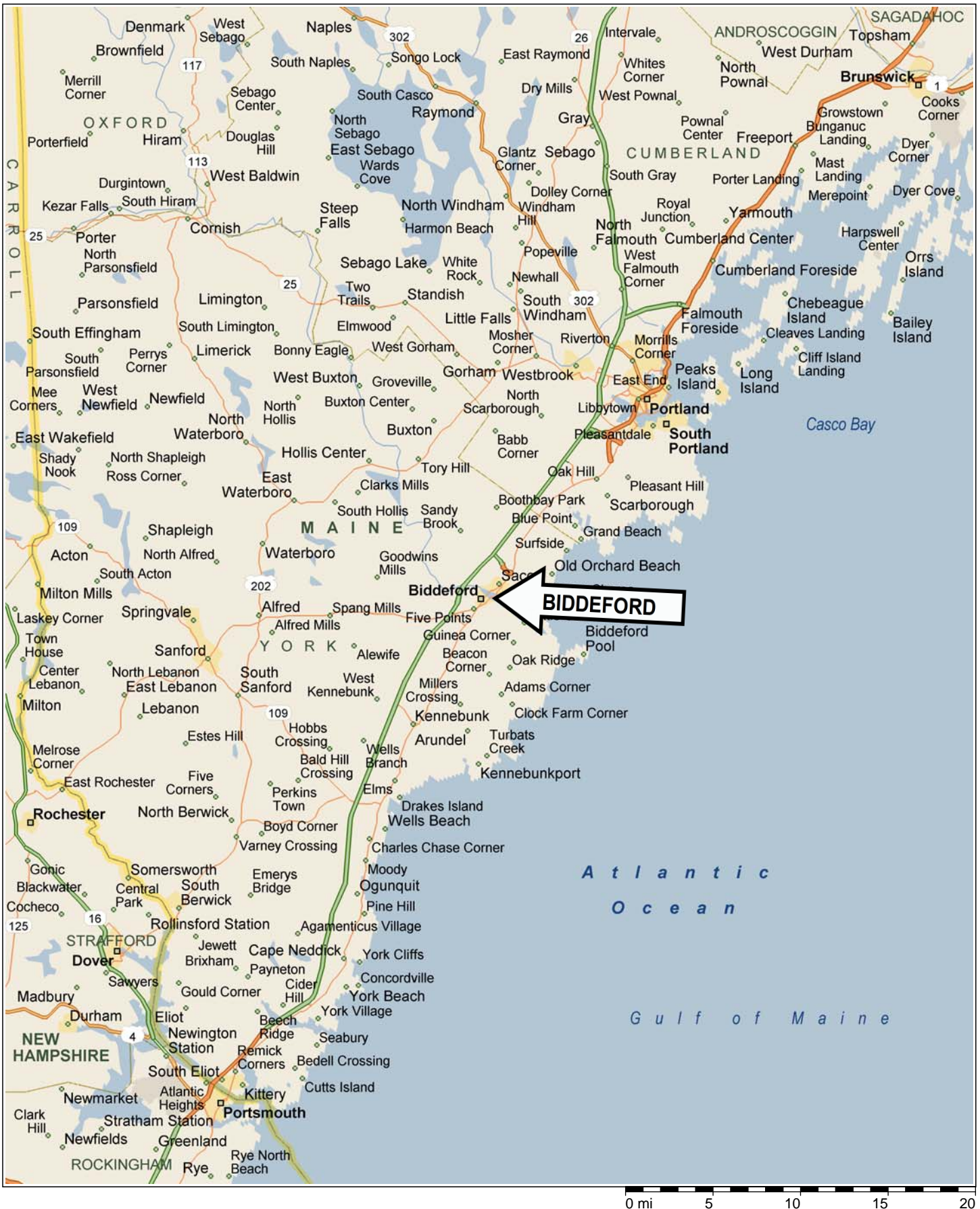


Please note if building was constructed prior to 1978, it may contain lead-based paint. Please visit [www.epa.gov/lead/pubs/leadbase.htm](http://www.epa.gov/lead/pubs/leadbase.htm) for further information. A copy of the pamphlet titled "Protect Your Family From Lead In Your Home" is available to download from our website at [www.tranzon.com/AP15052-3](http://www.tranzon.com/AP15052-3). Please visit the individual property page and look for the section titled Documents to Download. Please contact our office at [207-775-4300](tel:207-775-4300), if you are unable to download this document.

**DISCLAIMER: This information is derived from sources believed correct, but is not guaranteed. Buyers shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis.**



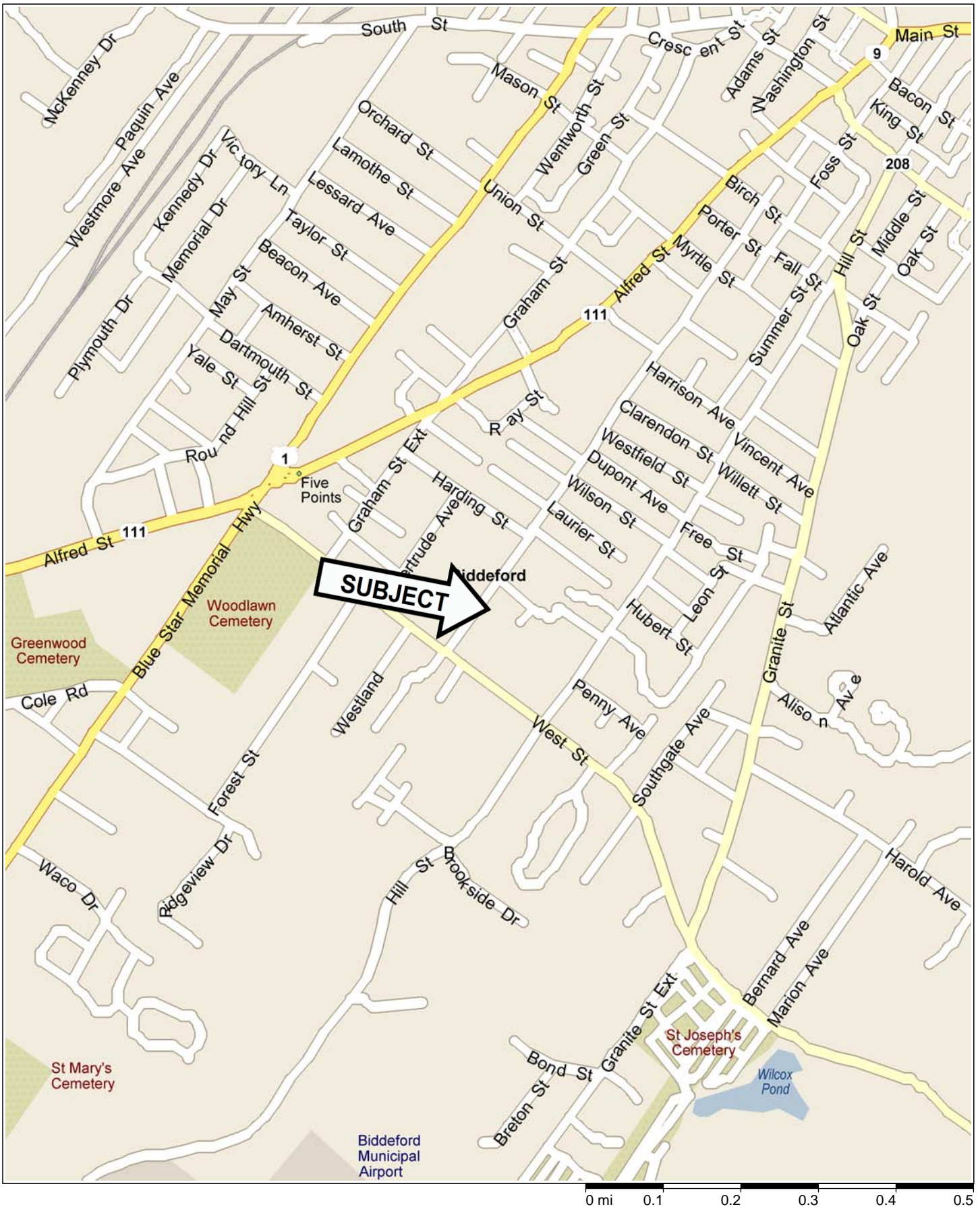
# AREA MAP



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Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada. © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



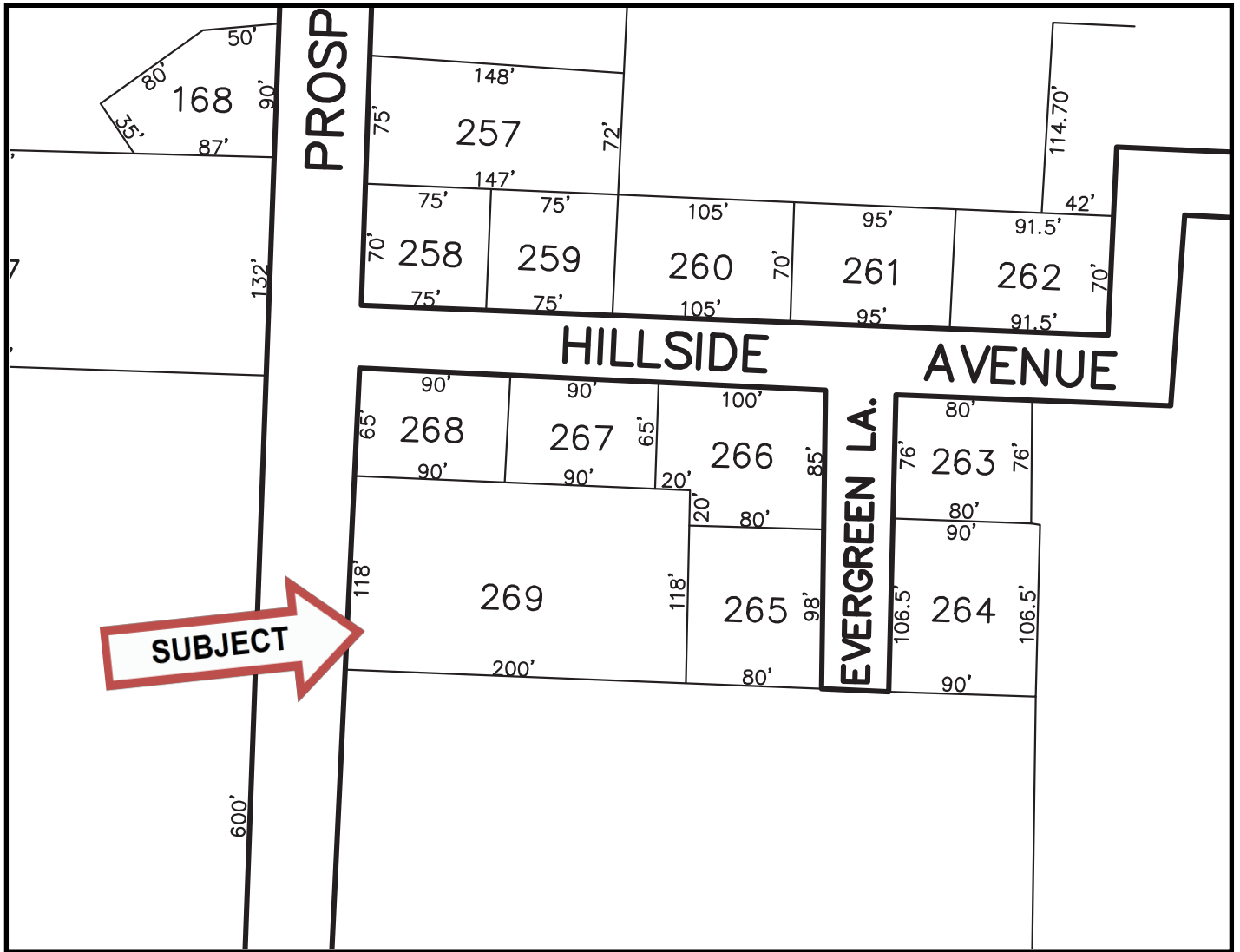
# PROPERTY LOCATION MAP



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# TAX MAP



## **SUMMARY OF DATA**

City of Biddeford  
Tel: (207) 571-0700  
Assessor: (207) 284-9003  
Collector: (207) 284-9333  
[www.biddefordmaine.org](http://www.biddefordmaine.org)

## **LOCATION INFORMATION**

**Address:** 175 Prospect Street, Biddeford, ME  
**Map & Lot:** Map 28, Lot 269

**Zoning:** Per the City of Biddeford, property is located in the Residential 2 District. For your convenience, a portion of the zoning is included in this package. Please contact the Code Enforcement Officer at (207) 284-9236 to verify and obtain complete zoning information.

## **TAX INFORMATION**

**Tax Year:** July 1<sup>st</sup> to June 30<sup>th</sup>  
**Taxes Due:** October & April

**Assessed Value:** \$72,100.00 (Land) + \$137,300.00 (Improvements) = \$209,400.00  
**Annual Taxes:** \$3,976.51 (2014/2015 Tax Year)

## **UTILITIES**

**Water:** Public – billed monthly by Maine Water Company; (207) 282-1543

**Sewer:** Public – billed quarterly by the City of Biddeford

**Tranzon Auction Properties Note:** The foregoing information is based on a telephone conversation with the municipal office and its accuracy is not certified. Tranzon Auction Properties 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.

# 175 PROSPECT ST

**Location** 175 PROSPECT ST

**Assessment** \$209,400

**Mblu** 28/ 269/ / /

**Appraisal** \$209,400

**Acct#**

**PID** 2591

**Owner** JOHNSON, WILLIAM I

**Building Count** 1

## Current Value

| Appraisal      |              |          |           |
|----------------|--------------|----------|-----------|
| Valuation Year | Improvements | Land     | Total     |
| 2014           | \$137,300    | \$72,100 | \$209,400 |

| Assessment     |              |          |           |
|----------------|--------------|----------|-----------|
| Valuation Year | Improvements | Land     | Total     |
| 2014           | \$137,300    | \$72,100 | \$209,400 |

## Owner of Record

**Owner** JOHNSON, WILLIAM I

**Sale Price** \$0

**Co-Owner**

**Certificate**

**Address** PO BOX 237  
KENNEBUNK, ME 04043

**Book & Page** 9790/ 245

**Sale Date** 11/22/1999

**Instrument** 1A

## Ownership History

| Ownership History  |            |             |             |            |            |
|--------------------|------------|-------------|-------------|------------|------------|
| Owner              | Sale Price | Certificate | Book & Page | Instrument | Sale Date  |
| JOHNSON, WILLIAM I |            |             | 9790/ 245   | 1A         | 11/22/1999 |
| IRVING ETHEL J     | \$0        |             | 02865/0191  |            |            |

## Building Information



## Building 1 : Section 1

**Year Built:** 1850  
**Living Area:** 1551  
**Replacement Cost:** \$241,405  
**Building Percent Good:** 50  
**Replacement Cost Less Depreciation:** \$120,700

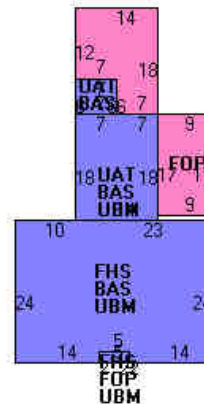
| Building Attributes |                |
|---------------------|----------------|
| Field               | Description    |
| Style               | Antique        |
| Model               | Residential    |
| Grade:              | Average + 10   |
| Stories:            | 1 1/2 Stories  |
| Occupancy           | 2              |
| Exterior Wall 1     | Brick/Masonry  |
| Exterior Wall 2     |                |
| Roof Structure:     | Gable/Hip      |
| Roof Cover          | Asph/F Gls/Cmp |
| Interior Wall 1     | Plastered      |
| Interior Wall 2     |                |
| Interior Flr 1      | Hardwood       |
| Interior Flr 2      |                |
| Heat Fuel           | Oil            |
| Heat Type:          | Forced Air-Duc |
| AC Type:            | None           |
| Total Bedrooms:     | 4 Bedrooms     |
| Total Bthrms:       | 2              |
| Total Half Baths:   | 0              |
| Total Xtra Fixtrs:  |                |
| Total Rooms:        | 10 Rooms       |
| Bath Style:         | Old Style      |
| Kitchen Style:      | Old Style      |

## Building Photo



(<http://images.vgsi.com/photos/BiddefordMEPhotos/\00\00\18\92.jpg>)

## Building Layout



| Building Sub-Areas |                              |            | Legend      |
|--------------------|------------------------------|------------|-------------|
| Code               | Description                  | Gross Area | Living Area |
| BAS                | First Floor                  | 1076       | 1076        |
| FHS                | Half Story, Finished         | 792        | 475         |
| FOP                | Porch, Open, Finished        | 163        | 0           |
| UAT                | Attic, Unfinished            | 504        | 0           |
| UBM                | Basement, Unfinished         | 1044       | 0           |
| UST                | Utility, Storage, Unfinished | 210        | 0           |
|                    |                              | 3789       | 1551        |

## Extra Features

| Extra Features             |  | Legend |
|----------------------------|--|--------|
| No Data for Extra Features |  |        |

**Land**

**Land Use**

**Use Code** 1011  
**Description** SF (W/ APT) MDL-01  
**Zone** R2  
**Neighborhood** 0003  
**Alt Land Appr** No  
**Category**

**Land Line Valuation**

**Size (Acres)** 0.55  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$72,100  
**Appraised Value** \$72,100

**Outbuildings**

| Outbuildings |                |          |                 |          |          | <u>Legend</u> |
|--------------|----------------|----------|-----------------|----------|----------|---------------|
| Code         | Description    | Sub Code | Sub Description | Size     | Value    | Bldg #        |
| BRN3         | 1 STORY W/LOFT |          |                 | 984 S.F. | \$13,300 | 1             |
| SHD2         | W/LIGHTS ETC   |          |                 | 168 S.F. | \$1,700  | 1             |
| SHD1         | SHED FRAME     |          |                 | 240 S.F. | \$1,600  | 1             |

**Valuation History**

| Appraisal      |              |          |           |
|----------------|--------------|----------|-----------|
| Valuation Year | Improvements | Land     | Total     |
| 2013           | \$185,600    | \$87,700 | \$273,300 |
| 2012           | \$185,200    | \$70,200 | \$255,400 |
| 2011           | \$185,200    | \$70,200 | \$255,400 |

| Assessment     |              |          |           |
|----------------|--------------|----------|-----------|
| Valuation Year | Improvements | Land     | Total     |
| 2013           | \$168,900    | \$79,800 | \$248,700 |
| 2012           | \$168,500    | \$63,900 | \$232,400 |
| 2011           | \$168,500    | \$63,900 | \$232,400 |

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ESTABLISHMENT OF ZONES

V Attachment 1

City of Biddeford

Table A  
Table of Land Uses

[Amended 2-2-2010 by Ord. No. 2009.98; 8-3-2010 by Ord. No. 2010.70; 9-21-2010 by Ord. No. 2010.93;  
6-21-2011 by Ord. No. 2011.36; 6-21-2011 by Ord. No. 2011.37; 4-3-2012 by Ord. No. 2012.24; 4-16-2013 by Ord. No. 2013.24; 3-18-2014 by Ord. No. 2014.16]

**KEY:**  
\* Subject to Article VI, Performance Standards, of this ordinance.  
P Permitted use.  
Not permitted.  
C Conditional use. See Article VII for specific standards.  
A Accessory use.

|                                                                                | Article VI Section* | SR-1 | CR | R-1-A | R-2 | R-3 | B-1 | B-2 | I-1 | I-2 | I-3 | W-1 | W-2 | W-3 | R-F | LR-F | M | IN <sup>20</sup> | OR | MSRD-1 <sup>21</sup> | MSRD-2 | MSRD-3 |   |
|--------------------------------------------------------------------------------|---------------------|------|----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|---|------------------|----|----------------------|--------|--------|---|
| <b>Residential uses:</b>                                                       |                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
| Accessory structure*                                                           | 2                   | P3   | P3 | P3    | P3  | P3  | P   | P   | P   | P   | P   | P   | P   | P   | P   |      |   |                  | P  | P                    | P      | P      | P |
| Boarding, rooming house*                                                       | 10                  |      |    |       | C   | C   |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      | C      | C      |   |
| Bed-and-breakfast*                                                             | 9                   |      | C  |       | C   |     |     |     |     |     |     | C   |     |     | C   |      |   |                  | C  | P                    | C      | P      |   |
| Cluster development*                                                           | 18                  | C    | C  | C     | C   | C   |     | C   |     |     |     |     |     |     | C17 |      |   |                  |    |                      | C      |        |   |
| Congregate housing*                                                            | 19                  |      |    |       | C   | C   |     |     |     |     |     |     |     |     | C   |      |   |                  | C  | P                    | C      | P      |   |
| Duplex/2-family                                                                | 24                  | C    |    |       | P   | P   |     |     |     |     |     |     |     | P   | C   |      |   |                  |    | P                    | P      |        |   |
| Home occupation*                                                               | 38                  | C    | C  | C     | C   | C   | C   |     |     |     |     |     | C   | C   | C   |      |   |                  | C  | C                    | C      | C      |   |
| Manufactured housing*                                                          |                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
|                                                                                |                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
| Mobile home park*                                                              |                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
|                                                                                |                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
| Multifamily dwelling*                                                          | 47                  |      |    |       | P   | P   | P   |     |     |     |     |     | P1  | P   |     |      |   |                  | C  | P                    | P      | P      |   |
| Planned unit development*                                                      | 73                  |      |    |       | C   | C   |     |     |     |     |     |     |     |     |     |      |   |                  | C  | C                    | C      | C      |   |
| Single-family dwelling 11                                                      | 2                   | P    | P  | P     | P   | P   |     |     |     |     |     | P   |     | P   | P   |      |   |                  | P  |                      | P      |        |   |
| <b>Commercial uses:</b>                                                        |                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
| Adult business                                                                 | 3                   |      |    |       |     |     |     | C17 |     |     |     |     |     |     |     |      |   |                  |    |                      |        |        |   |
| Amusement center <sup>9</sup>                                                  | 5                   |      |    |       |     |     | C   | C   |     |     |     |     |     |     |     |      |   |                  |    | C                    |        | C      |   |
| Art gallery                                                                    |                     |      | C  |       |     |     |     |     |     |     |     |     | C   | C   |     |      |   |                  | C  | P                    | C      | P      |   |
| Art studio                                                                     |                     |      | C  |       |     |     |     |     |     |     |     |     | C   | C   |     |      |   |                  | C  | P                    | P      | P      |   |
| Auto body shops                                                                |                     |      |    |       |     |     |     |     | C   |     | C   |     |     |     |     |      |   |                  |    |                      |        |        |   |
| Automobile graveyard, automobile recycling business, junkyard*                 | 7                   |      |    |       |     |     |     |     | C   |     |     |     |     |     |     | C    |   |                  |    |                      |        |        |   |
| Automobile repair, sales                                                       |                     |      |    |       |     |     |     | P   | P   |     | C   |     |     |     |     |      |   |                  |    |                      |        | C      |   |
| Boat building, repair, marine services, sales, boat livery, marina, yacht club |                     |      |    |       |     |     | P   | P   |     |     | C   | P   | P   | P   |     |      |   |                  |    | C                    |        |        |   |
| Building materials retail sales                                                |                     |      |    |       |     |     | P   | P   | P   |     | P   |     |     |     | C   |      |   |                  |    | C                    |        | P      |   |
| Carwash*                                                                       | 14                  |      |    |       |     |     | C   | C   | C   |     | A   |     |     |     |     |      |   |                  |    |                      |        | C      |   |



BIDDEFORD CODE

|                                                                                    | Article V1<br>Section* | SR-1 | CR | R-1-A | R-2 | R-3 | B-1 | B-2     | I-1 | I-2 | I-3 | W-1 | W-2 | W-3 | R-F | LR-F | M   | IN** | OR | MSRD-1 <sup>13</sup> | MSRD-2 | MSRD-3 |
|------------------------------------------------------------------------------------|------------------------|------|----|-------|-----|-----|-----|---------|-----|-----|-----|-----|-----|-----|-----|------|-----|------|----|----------------------|--------|--------|
| Commercial gardening,<br>commercial greenhouse*                                    | 17                     | C    | C  | C     |     |     |     | P       |     |     |     |     |     |     | P   |      |     |      |    |                      |        |        |
| Commercial recreation*                                                             | 18                     |      |    |       |     |     | C   | C       | C   |     | C   |     |     |     | C   |      |     |      |    | P                    |        | P      |
| Commercial school*                                                                 | 53                     |      |    |       |     |     | P   | P       |     |     | P   |     |     |     |     |      |     |      |    | P                    |        | P      |
| Drugstore/medical supply                                                           |                        |      |    |       |     |     | P   | P       |     |     | P   |     |     |     |     |      | P   |      |    | P                    |        | P      |
| Financial institution                                                              |                        |      |    |       |     |     | P   | P       | C   |     | P   |     |     |     |     |      |     | C19  |    | P                    |        | P      |
| Firewood processing*                                                               | 33                     |      |    |       |     |     |     |         |     |     |     |     |     |     | P   | P    |     |      |    |                      |        |        |
| Fisheries processing,<br>storage*                                                  | 34                     |      |    |       |     |     |     |         |     |     |     | P   |     |     |     |      |     |      |    |                      |        |        |
| Funeral parlor                                                                     |                        |      |    |       |     |     | P   | P       | P   |     | P   |     |     |     |     |      |     |      |    |                      |        | P      |
| Gasoline service station*                                                          | 36                     |      |    |       |     |     | P   | P       | P   |     | C   |     |     |     | C   |      |     |      |    |                      |        |        |
| Hotel/motel*                                                                       | 40                     |      |    |       |     |     | P   | P       | P   |     | P   |     | P   |     |     |      |     |      |    | P                    |        | P      |
| Indoor theater                                                                     |                        |      |    |       |     |     | P   | P       | P   |     | P   |     |     |     |     |      |     |      |    | P                    |        | P      |
| Kennel, veterinary<br>hospital*                                                    | 42                     |      |    |       |     |     |     | P       | P   |     | P   |     |     |     | P   |      |     |      |    |                      |        |        |
| Medical marijuana<br>dispensaries                                                  |                        |      |    |       |     |     |     | C23, 24 |     |     | C23 |     |     |     |     |      | C23 |      |    |                      |        |        |
| Medical marijuana growing<br>facilities                                            |                        |      |    |       |     |     |     |         | C23 | C23 |     |     |     |     |     |      |     |      |    |                      |        |        |
| Neighborhood convenience<br>store/service                                          |                        | C4   | C4 | C4    | P   | P   | P   | P       |     |     | P   |     |     |     | P   |      |     |      |    | P                    | C      |        |
| Off-street loading and<br>parking lot and facilities,<br>commercial parking garage | 49                     |      |    |       | C   | P   | P   | P9      | P   |     | A   | P   | P   | P   | C   |      |     |      |    | P                    | C      | P      |
| Offices, business and<br>professional*                                             | 52                     |      |    |       |     |     | P   | P       | P   | P   | P   |     | P   | P   |     |      | P10 |      | C  | P                    | C      | P      |
| Planned unit<br>developments*                                                      | 73                     |      |    |       |     |     | C   | C       |     |     |     |     |     |     |     |      |     |      |    | C                    |        | C      |
| Publishing, printing                                                               |                        |      |    |       |     |     | P   | P       | P   | P   | P   |     |     |     |     |      |     |      | C  | P                    |        | P      |
| Restaurant*                                                                        | 56                     |      |    |       |     |     | P   | P       | P   |     | P   | P   | P   | P   | C   |      | C   |      |    | P                    |        | P      |
| Retail store                                                                       |                        |      |    |       |     |     | P   | P       | P   |     | P   | P   | P   | P   | C   |      | C   |      |    | P                    |        | P      |
| Sawmill*                                                                           | 33                     |      |    |       |     |     |     |         |     |     |     |     |     |     | C   | C    |     |      |    |                      |        |        |
| Services                                                                           |                        |      |    |       |     |     | P   | P       | P   |     | P   | P   | P   | P   | C   |      | C   |      | C  | P                    |        | P      |
| Shopping center                                                                    |                        |      |    |       |     |     | C   | C       | C   |     | C   |     |     |     |     |      |     |      |    | C                    |        | P      |
| Telecommunications<br>facilities                                                   | 71                     |      |    |       |     |     |     |         |     |     | C   |     |     |     | C   | C    |     |      |    |                      |        |        |
| Wholesale business                                                                 |                        |      |    |       |     |     |     | P       | P   | P   | P   |     |     |     |     |      |     |      |    |                      |        | P      |
| <b>Industrial uses:</b>                                                            |                        |      |    |       |     |     |     |         |     |     |     |     |     |     |     |      |     |      |    |                      |        |        |
| Air transportation related<br>use                                                  |                        |      |    |       |     |     |     |         |     | C   |     |     |     |     |     |      |     |      |    |                      |        |        |
| Air transportation<br>dependent use*                                               |                        |      |    |       |     |     |     |         | C   | C   |     |     |     |     |     |      |     |      |    |                      |        |        |
| Airport                                                                            | 4                      |      |    |       |     |     |     |         | C   | C   |     |     |     |     |     |      |     |      |    |                      |        |        |
| Bulk oil terminal*                                                                 | 41                     |      |    |       |     |     |     |         | C   |     |     |     |     |     |     |      |     |      |    |                      |        |        |

ESTABLISHMENT OF ZONES

|                                                | Article VI<br>Section* | SR-1 | CR | R-1-A | R-2 | R-3 | B-1 | B-2 | I-1 | I-2 | I-3 | W-1 | W-2 | W-3 | R-F | LR-F | M | IN** | OR | MSRD-1 <sup>13</sup> | MSRD-2 | MSRD-3 |
|------------------------------------------------|------------------------|------|----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|---|------|----|----------------------|--------|--------|
| Contractor's storage yard                      |                        |      |    |       |     |     |     |     | C   | C   |     |     |     |     | C   | C    |   |      |    |                      |        |        |
| Demolition disposal*                           | 23                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     | C    |   |      |    |                      |        |        |
| Experimental research and testing laboratory   | 29                     |      |    |       |     |     |     | C   | C   | C   | C   |     |     |     |     |      | C | C19  |    |                      |        | C      |
| Light manufacturing*                           | 41                     |      |    |       |     |     |     | C   | P   | P   | P   |     |     |     |     |      |   |      |    |                      |        | P      |
| Light trucking dependent industry*             | 41                     |      |    |       |     |     |     | C   | P   | P   | C   |     |     |     |     |      |   |      |    |                      |        | P      |
| Manufacturing*                                 | 41                     |      |    |       |     |     |     |     | C   | C   | C   |     |     |     |     |      |   |      |    |                      |        | P      |
| Planned unit developments*                     | 73                     |      |    |       |     |     |     |     | C   | C   | C   |     |     |     |     |      |   |      |    |                      |        | C      |
| Resource recovery facility                     |                        |      |    |       |     |     |     |     | C   | C   |     |     |     |     |     |      |   |      |    |                      |        |        |
| Recycling facilities                           | 76                     |      |    |       |     |     |     |     | C   | P   |     |     |     |     |     |      |   |      |    |                      |        |        |
| Redemption centers                             |                        |      |    |       |     |     |     | C   | P   |     |     |     |     |     |     | P    |   |      |    |                      |        | C      |
| Storage of bulk gaseous fuels*                 | 41                     |      |    |       |     |     |     |     | P   | P   | P   |     |     |     |     |      |   |      |    |                      |        |        |
| Transportation facilities                      |                        |      |    |       |     |     |     |     | P   |     | C14 | P   |     | P   |     |      |   |      |    |                      |        | P      |
| Trucking, distribution terminal*               |                        |      |    |       |     |     |     | C   | P   | P   | C   |     |     |     |     |      |   |      |    |                      |        |        |
| Warehousing and storage*                       | 60                     |      |    |       |     |     |     | P   | P   | P   | A   |     |     |     |     |      |   |      |    |                      |        | C      |
| Self-storage facilities*                       | 60                     |      |    |       |     |     | C16 |     | P   |     | C   |     |     |     |     |      |   |      |    | C                    | C      | C      |
| <b>Educational, institutional public uses:</b> |                        |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |      |    |                      |        |        |
| Addiction treatment facility                   | 22                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      | C |      |    |                      |        |        |
| Church, synagogue*                             |                        | C    | C  | C     | C   | C   |     | C   |     |     |     |     |     |     | C   |      | C |      |    |                      | C      | C      |
| Civic, convention centers                      |                        |      |    |       |     |     | C   | C   |     |     | C   |     |     |     |     |      |   |      |    |                      | C      | C      |
| Community centers, clubs                       |                        |      |    |       | C   | C   | C   | C   |     |     | C   |     |     |     |     |      |   |      |    |                      | C      | C      |
| Day-care center, adult                         | 22                     | C    | C  | C     | C   | C   | C   | P   | P   | P   | P   |     |     |     | C   |      | C |      |    |                      | C      | C      |
| Day-care home, adult                           | 22                     | C    | C  | C     | C   | C   |     | C   |     |     |     |     | C   | C   | C   | C    | C |      |    |                      | C      | C      |
| Day-care home, children's                      | 22                     | C    | C  | C     | C   | C   |     | C   | C   | C   | C   |     |     |     | C   | C    | C |      |    |                      | C      | C      |
| Day-care center, children's                    | 22                     | C    | C  | C     | C   | C   | C   | C   | C   | C   | C   |     |     |     | C   | C    | C |      |    |                      | C      | C      |
| Essential services                             | 27                     | C    | C  | C     | C   | C   | C   | C   | C   | C   | C   | C   | C   | C   | C   | C    | C | C    | C  | C                    | C      | C      |
| Fire, police station                           |                        |      |    |       | C   | C   | P   | P   |     |     | P   |     |     |     | C   |      |   | C19  |    |                      | P      | C      |
| Group homes, hospice                           | 19                     | C    | C  | C     | P   | P   | P   | P   |     |     |     |     |     |     | C   |      |   |      |    |                      | C      | C      |
| Hospital*                                      | 39                     |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      | P |      |    |                      |        | P      |
| Municipal use                                  | 47.1                   | C    | C  | C     | C   | C   | P   | P   | P   | P   | P   | P   | P   | P   | C   | C    | P |      | C  | P                    | C      | P      |
| Museum, library                                |                        |      | C  |       |     |     | P   | P   |     |     | C   |     |     |     | C   |      | P | C19  |    | P                    | C      | P      |
| Nursing home*                                  | 39                     | C    |    |       | P   | P   |     |     |     |     |     |     |     |     | C   |      | C |      |    |                      | C      | C      |
| Public and private schools*                    | 53                     |      |    | C     | P   | P   |     | C   |     |     |     |     |     |     | P   |      | C |      |    |                      | C      | C      |
| Public facility                                |                        | C    | C  | C     | C   | C   | P   | P   | C   | C   | P   | C   | C   |     | C   | C    | C | C    | C  |                      | P      | C      |
| Rehabilitation facility                        |                        |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      | P |      |    |                      |        | C      |
| University/college*                            |                        | C    | C  |       |     |     |     |     |     |     | C   |     |     |     | C   |      | C | P    |    |                      | C      | P      |
| University uses*                               |                        | C    |    |       |     |     |     |     |     |     | C   |     |     |     | C   |      | C | P    |    |                      | C      | P      |

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|                                               | Article VI<br>Section* | SR-1 | CR | R-1-A | R-2 | R-3 | B-1 | B-2 | I-1 | I-2 | I-3 | W-1 | W-2 | W-3 | R-F | LR-F | M | IN** | OR | MSRD-1 <sup>19</sup> | MSRD-2 | MSRD-3 |
|-----------------------------------------------|------------------------|------|----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|---|------|----|----------------------|--------|--------|
| <b>Outdoor, resource-based uses:</b>          |                        |      |    |       |     |     |     |     |     |     |     |     |     |     |     |      |   |      |    |                      |        |        |
| Agriculture*                                  | 3, 31                  |      |    |       |     |     |     |     |     |     |     |     |     |     | P   |      |   |      |    |                      |        |        |
| Agricultural products processing and storage* | 3, 31                  |      |    |       |     |     |     |     | P   |     |     |     |     |     | P   |      |   |      |    |                      |        |        |
| Animal breeding or care                       | 42                     |      |    |       |     |     |     |     |     |     |     |     |     |     | P   |      |   |      |    |                      |        |        |
| Campground*                                   | 13                     |      |    |       |     |     |     |     |     |     |     |     |     |     | C   |      |   |      |    |                      |        |        |
| Cemetery                                      | 14.1                   | C    | C  | C     | C   | C   |     |     |     |     |     |     |     |     | P   | C    |   | C19  |    |                      |        |        |
| Extractive industry*                          | 30                     |      |    |       |     |     |     | P2  | P2  |     |     |     |     |     | P2  | P2   |   |      |    |                      |        |        |
| Farm stands* 13                               | 31                     |      |    |       |     |     |     |     |     |     |     |     |     |     | P   |      |   |      |    |                      |        |        |
| Timber harvesting                             | 64                     |      | C  |       |     |     |     |     |     |     |     |     |     |     | P   | P    |   | C19  |    |                      |        |        |
| Golf course excluding miniature golf          |                        | P    | P  | P     |     |     |     |     |     |     |     |     |     |     | P   |      |   |      |    |                      |        |        |
| Parks and recreation*                         |                        | P    | P  | P     | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P   | P    |   | P19  |    | P                    | P      | P      |

**NOTES:**

\* This column has been provided to serve as an aid in finding specific performance standards, but does not address all standards that may apply. Please consult Article VI for subsequent standards that may apply to a particular project.

All uses cited above are subject to specific lot and setback, height, and performance requirements, as well as specific notes below:

1. Multifamily use shall not exceed 10 units per structure.
2. Requires Planning Board approval.
3. Accessory structures shall be limited to:
  - (a) Private detached garages for the storage of no more than three automobiles.
  - (b) Private greenhouses less than 200 square feet in floor area.
  - (c) Private swimming pools.
  - (d) Storage sheds, provided that they are uninhabitable and less than 200 square feet in area.
  - (e) Decks, porches, patios, gazebos, summerhouses, and other structures intended for outdoor use, provided they are uninhabitable.
4. No closer than 1,000 feet to another similar facility.
5. (Reserved)
6. (Reserved)
7. Drive-through establishments (except as provided in Note 8) and street level residential uses are prohibited in the MSRD-1 Commercial Core District in the following areas:
  - (a) Along both sides of Main Street between the intersection of Elm Street (Route 1) and Main Street through to the Saco City Line north of Water Street;
  - (b) On both sides of Adams Street from Main Street to Jefferson Street;
  - (c) On the north side of Jefferson Street from Main Street to Alfred Street;
  - (d) On both sides of Washington Street from Main Street to Jefferson Street;
  - (e) On both sides of Federal Street between Washington Street and Franklin Street;
  - (f) On both sides of Franklin Street;
8. Financial institutions are permitted drive-throughs limited to two lanes, are a conditional review by the Planning Board, and must adhere to the following standards:
  - (a) Located on the side or rear of the building and never between the building and the Main Street.
  - (b) Access drive located to minimize impact on pedestrians:
    - Not between building and the street;
    - Entrance from a side street where possible;
    - Sidewalk material carried across any driveways.
  - (c) Adequate queuing land preferably separate from the parking lot.
  - (d) Architectural treatment compatible with main building.



## ESTABLISHMENT OF ZONES

- (e) Controlled lighting that does not glare onto neighboring property.
- 9. Review by the Board of Appeals required for all truck loading facilities for new buildings and for changes in tenancy.
- 10. Limited to offices for medical professionals and associated fields.
- 11. Unless otherwise stated or allowed within the provisions of this ordinance, no more than one dwelling unit shall be allowed per lot.
- 12. (Reserved)
- 13. Shall be considered as a home occupation; only products grown on the premises may be sold, unless the stand is recognized as a commercial operation.
- 14. Transportation facilities here shall be limited to facilities associated with firms or businesses serving passenger transport, such as bus terminals, taxi stations, passenger rail stations, etc.
- 15. (Reserved)
- 16. Shall be limited to internal storage in existing buildings that require no external structural changes. No loading bays shall be constructed. Off-street parking shall be available with no fewer than one space per 20 storage units. A copy of the contract that will be offered to prospective tenants shall be submitted for review.
- 17. Adult businesses are restricted to that portion of the B-2 District between Dartmouth Street and Landry Street. No adult business shall be located on any lot or parcel of land with road frontage on Elm Street.
- 18. All subdivisions in the Rural Farm Zoning District shall be clustered, and developed in accordance with Article VI, Section 16, Cluster Developments, of this ordinance.
- 19. This use does not include facilities, activities, or programs conducted by or hosted by a college or university that meet the definition of "university uses." Such uses shall be considered as university uses and shall be permitted in the institutional zone subject to the requirements of the zone and the additional performance standards for colleges/universities.
- 20. Within that portion of the institutional zone subject to the shoreland zoning provisions of the Shoreland Protection Zone, existing buildings, structures, and roads may be maintained, modified, or replaced but no new buildings shall be built or located and no existing buildings shall be enlarged (including the replacement of existing buildings) except as follows. The existing buildings and roads may be modified to the extent necessary to meet the requirements of applicable local, state, or federal codes or regulations, the existing sewage treatment plant may be expanded or replaced, and the existing Marine Science Center may be expanded through the construction of one additional building, provided that such changes meet all shoreland requirements and the performance standards of Article XIV.
- 21. See Article V, Section 7, Main Street Revitalization Districts for land uses.
- 22. All addition treatment facilities shall meet all applicable federal, state, and local laws and regulations. No occupancy permits shall be issued until evidence of state certification has been presented to the Code Enforcement Office.
- 23. All medical marijuana dispensaries and growing facilities shall be governed by and subject to the Maine Department of Health and Human Services, Division of Licensing and Regulatory Services, 10-144 CMR Chapter 122 (as amended).
- 24. Medical marijuana dispensaries shall be conditional uses in the B-2 Zone only as follows:
  - (a) West of Interstate 95; and
  - (b) In the Route 1 area, south of Travers Street (i.e., the B-2 Zone south of, and including, now or formerly, Biddeford Tax Map 18, Lots 1 and 1-3, and Biddeford Tax Map 88, Lot 5).

ESTABLISHMENT OF ZONES

V Attachment 2

City of Biddeford

**Table B**  
**Dimensional Requirements**  
**[Amended 4-16-2013 by Ord. No. 2013.24]**

| Zoning District      | Minimum Lot Size, Square Feet Per Unit<br>A |                 |                 |                         | Frontage        |                |                         | Minimum Setback, Feet** |                  |      |      | Maximum Heights+ |      |
|----------------------|---------------------------------------------|-----------------|-----------------|-------------------------|-----------------|----------------|-------------------------|-------------------------|------------------|------|------|------------------|------|
|                      | Water and Sewer                             | Water, No Sewer | Sewer, No Water | Neither Water Nor Sewer | Water and Sewer | Water or Sewer | Neither Water Nor Sewer | From Major R.O.W.       | From Other R.O.W | Side | Rear | Stories          | Feet |
| SR-1                 | 15,000<br>C                                 | 20,000<br>C     | 20,000<br>C     | 40,000<br>C             | 100             | 100            | 200                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| CR                   | See Table C below                           |                 |                 |                         | 150             | 150            | 150                     | 40                      | 25               | 25   | 25   | 3                | 35   |
| R-1-A, single-family | 10,000                                      | 20,000          | 10,000          | 20,000                  | 100             | 100            | 100                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| R-2, single-family   | 10,000                                      | N/A             | N/A             | N/A                     | 75              | N/A            | N/A                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| R-2, duplex          | 7,500                                       | N/A             | N/A             | N/A                     | 100             | N/A            | N/A                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| R-2, multifamily     | 5,000                                       | N/A             | N/A             | N/A                     | 100             | N/A            | N/A                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| R-2, all other       | 10,000                                      | N/A             | N/A             | N/A                     | 100             | N/A            | N/A                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| R-3, single-family   | 10,000                                      | 20,000          | 20,000          | 40,000                  | 100             | 120            | 200                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| R-3, duplex          | 7,500                                       | 30,000          | N/A             | N/A                     | 120             | 120            | 120                     | 40                      | 25               | 15   | 15   | 3                | 35   |
| R-3, multifamily     | 15,000 1st<br>2 units then<br>6,000/unit D  | N/A             | N/A             | N/A                     | 150             | N/A            | N/A                     | 40                      | 40               | 25   | 25   | 3                | 35   |
| R-3, all other       | 10,000                                      | N/A             | N/A             | N/A                     | 100             | 120            | 200                     | 40                      | 25               | 10   | 10   | 3                | 35   |
| B-1<br>O             | 1,000                                       | N/A             | N/A             | N/A                     | None            | N/A            | N/A                     | 10                      | 10               | 10   | 10   | 6                | 60   |
| B-2<br>O             | 10,000<br>J                                 | 20,000          | 20,000          | 40,000                  | 150             | 150            | 150                     | 30                      | 25               | 10   | 10   | 3                | 35   |

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| Zoning District         | Minimum Lot Size, Square Feet Per Unit<br>A |                 |                 |                         | Frontage        |                |                         | Minimum Setback, Feet** |                  |         |         | Maximum Heights+                        |         |
|-------------------------|---------------------------------------------|-----------------|-----------------|-------------------------|-----------------|----------------|-------------------------|-------------------------|------------------|---------|---------|-----------------------------------------|---------|
|                         | Water and Sewer                             | Water, No Sewer | Sewer, No Water | Neither Water Nor Sewer | Water and Sewer | Water or Sewer | Neither Water Nor Sewer | From Major R.O.W.       | From Other R.O.W | Side    | Rear    | Stories                                 | Feet    |
| I-1<br>O                | None                                        | None            | None            | N/A                     | 50              | 50             | N/A                     | 40                      | 30               | 25<br>E | 25<br>E | 6                                       | 60      |
| I-2<br>O                | None                                        | None            | None            | N/A                     | 50              | 50             | N/A                     | 40                      | 30               | 25<br>E | 25<br>E | 6                                       | 60      |
| I-3<br>O                | None                                        | None            | None            | N/A                     | 50              | 50             | N/A                     | 40                      | 30               | 25<br>E | 25E     | 6                                       | 60      |
| W-1                     | 15,000<br>C                                 | 20,000<br>C     | 20,000<br>C     | 40,000<br>C             | 100             | 100            | 100                     | 40                      | 25               | 25      | 25      | 3                                       | 35      |
| W-2                     | 7,000                                       | N/A             | N/A             | N/A                     | 50              | 50             | 50                      | 0                       | 0                | 10      | 10      | 3                                       | 35      |
| R-F, single-family<br>M | 20,000                                      | 20,000          | 20,000          | 40,000                  | 120             | 120            | 200                     | 40<br>H                 | 25<br>H          | 25      | 25      | 3                                       | 35      |
| R-F, duplex<br>M        | 20,000                                      | 20,000          | 20,000          | 40,000                  | 120             | 120            | 200                     | 40<br>H                 | 25<br>H          | 25      | 25      | 3                                       | 35      |
| R-F, all other          | 40,000                                      | 40,000          | 40,000          | 40,000                  | 200             | 200            | 200                     | 40<br>H                 | 25<br>H          | 25      | 25      | 3                                       | 35      |
| Medical                 | 10,000                                      | 10,000          | 10,000          | 10,000                  | 100             | 100            | 100                     | 40                      | 40               | 25      | 25      | 6                                       | 60<br>K |
| LR-F                    | 80,000                                      | 80,000          | 80,000<br>*N    | 80,000<br>*N            | 100             | 100            | 100                     | 40                      | 30               | 25      | 25      | 6                                       | 60      |
| Institutional           | See Note P                                  |                 |                 |                         | See Note P      |                |                         | See Note P              |                  |         |         | See Note P                              |         |
| OR                      | See Note Q                                  |                 |                 |                         | See Note Q      |                |                         | See Note Q              |                  |         |         | See Note Q                              |         |
| MSRD-1                  | None                                        | N/A             | N/A             | N/A                     | None            | None           | None                    | None                    | None             | None    | None    | Min. 2 stories or 26 feet; Max. 60 feet |         |
| MSRD-2                  | 2,000                                       | N/A             | N/A             | N/A                     | 50              | N/A            | N/A                     | 15 R                    | 15 R             | 10      | 10      | 3                                       | 35      |
| MSRD-3                  | None                                        | N/A             | N/A             | N/A                     | None            | None           | None                    | None                    | None             | None    | None    | Min. 2 stories or 26 feet               |         |

## ESTABLISHMENT OF ZONES

### NOTES for Table B:

N/A: Not allowed.

- \* A new structure may be permitted to be built with less than the required setback, provided that the following are met:
  1. The setback will be equal to the average front yard setback of the existing houses on the immediately adjacent lots; and
  2. The setback shall be at least 15 feet; and
  3. These provisions shall apply only along existing residential streets which were developed prior to the enactment of the present front yard setback requirements.
- \*\* The Building Inspector may allow a lessening of setback requirement for access structures, as necessary, to facilitate reasonable handicapped accessibility. This provision shall apply to existing structures only. Any access structure built under this provision shall be temporary to facilitate the handicapped or disabled occupant and shall be removed when no longer needed.
- + Maximum height is exclusive of chimneys, antennae, and roof-mounted, building-integrated, building-mounted or architectural wind systems when attached to a structure. Chimneys and antennae shall not be higher than 12 feet above the structure. Roof-mounted, building-integrated, building-mounted or architectural wind systems shall not be higher than 15 feet above the maximum allowed building height in the zone.
- A. Minimum land area per dwelling unit.
- B. (Reserved)
- C. Applies only to dwelling units. All other uses shall have a minimum of 10,000 square feet.
- D. (Reserved)
- E. All buildings and structures shall be set back at least 50 feet from any zone in which residential dwellings are an allowed use.
- F. (Reserved)
- G. (Reserved)
- H. Roadside stands may be 10 feet from the major access road.
- I. This is the density limit for the expansion of existing residential dwelling units.
- J. Applies to all uses.
- K. Hospital height limit shall be 110 feet.
- L. Does not apply to cluster development.
- M. The number of accessory structures shall meet setback requirements; and shall be limited to no more than three per lot; and shall not exceed the height of the primary structure; and any plumbing, if necessary, shall be limited to a utility sink. Structures associated with bona fide working agricultural uses are not subject to these limits.
- N. Any use not serviced by a public water supply must show evidence that it is serviced by a potable water supply meeting minimum state standards for safe drinking water.
- O. Any residential structures in existence prior to December 20, 1990, may be expanded or added to as long as they meet minimum setbacks (from major access, 40 feet; from other streets, 25 feet; from side and rear property lines, 10 feet).

## BIDDEFORD CODE

- P. The location of new or expanded buildings and structures including the replacement of existing buildings in the Institutional Zone shall conform to the approved Institutional Master Plan and the following dimensional standards:
1. *Maximum height.* The maximum height of buildings in the Institutional Zone shall be 35 feet, 50 feet, or 65 feet depending upon in which building height subdistrict the building is located. The building height subdistricts and maximum building heights are shown on the Institutional Zone Subdistrict Map dated September 6, 2001 and described in boundary descriptions prepared by an independent registered land surveyor licensed to practice in the State of Maine which are made a part of this ordinance.  
  
Notwithstanding the maximum building height provision, the tallest point of any building or structure, including appurtenant structures, in the Institutional Zone shall not exceed 115 feet above sea level based upon the national geodetic vertical datum (NGVD), unless a higher elevation is mandated as part of a state or federal environmental approval or permit.
  2. *Minimum building setbacks from public streets.* All buildings in the Institutional Zone shall conform to the following minimum setbacks from public streets:
    - South side of Hills Beach Road from intersection with Old Pool Road east to a point 250 feet west of the zone boundary/property line: 25 feet.
    - South side of Hills Beach Road from a point 250 feet west of the zone boundary/property line east to the zone boundary: 50 feet with a provision that it can be reduced to 25 feet if replacement buildings at the housing park are located further from the wetland.
    - North side of Hills Beach Road from intersection with Old Pool Road east to the zone boundary: 50 feet.
    - Both sides of Hills Beach Road from intersection with Old Pool Road west to the zone boundary at Route 9: 50 feet with a provision that it can be reduced to 25 feet when a Hills Beach bypass is built that conforms to the following standards and is approved as part of the Institutional Master Plan.
      - Both sides of Old Pool Road: 50 feet.
      - Both sides of Pool Road (Route 9): 50 feet.
      - Both sides of Newtown Road: 40 feet.
      - Both sides of the Hills Beach bypass road when built: 50 feet.

The reduced setback along the westerly portion of Hills Beach Road shall be effective only if a Hills Beach bypass road has been constructed that meets the following standards:

    - a. The road shall be designed and located to allow traffic to Hills Beach to travel directly from Route 9 to the approximate vicinity of the intersection of Old Pool Road and Hills Beach Road without using campus roads.
    - b. The intersection with Route 9 will be located at an appropriate location for this use.
    - c. The road shall be designed as a limited access facility with not more than one curb cut on each side providing campus access through internal campus streets. These curb cuts shall be in addition to any intersections with public streets or roads.
    - d. No buildings or parking lots shall have direct access to or from the bypass road.
    - e. A landscaped street buffer shall be established as provided for in Section 43 of Article VI.
  3. *Minimum building setback from the perimeter of the Institutional Zone.* All buildings shall be setback a minimum of 50 feet from the external boundary of the Institutional Zone where such zone boundary abuts a Suburban Residential (SR-1), Coastal Residential (CR), or Rural-Farm (R-F) Zone. The area along the zone boundary shall be maintained as a landscaped buffer in accordance with the provisions of Article VI, Section 12.
  4. *Maximum lot coverage.* The maximum lot coverage shall be as follows:
    - a. Within the area south of Route 9 and west of the Newtown Road: 10%.



## ESTABLISHMENT OF ZONES

- b. Within the area South of Route 9 and east of the Newtown Road: 30%.
- c. Within the area North of Route 9: No maximum except as provided for in 5, Restricted Development Areas.
- 5. *Restricted development areas.* Within the areas identified as “No Build Zones” on the Institutional Zone Subdistrict Map dated September 6, 2001, and described in boundary descriptions prepared by an independent registered land surveyor licensed to practice in the State of Maine which are made a part of this ordinance, the following additional requirements shall apply:
  - a. No new buildings, parking, roads, or access drives shall be constructed except for the construction of a Hills Beach bypass road and connections to the bypass road from existing public streets.
  - b. Existing buildings, parking, roads, and access drives may be maintained and may be improved with Planning Board approval but may not be relocated or expanded except as provided for in a.
  - c. The existing student housing park located on the south side of the Hills Beach Road may be replaced with new low-impact academic or support facilities. Low-impact is defined as meeting the following standards:
    - The replacement has been approved as part of the institutional master plan.
    - The total footprint area of all replacement buildings and structures shall not exceed 14,400 square feet.
    - The amount of nonvegetated area after redevelopment shall be not more than the amount of nonvegetated area existing at the time of adoption of this provision.
    - No buildings, structures, parking, or other impervious surfaces shall be located closer to any adjacent wetland or the external boundary of the Institutional Zone than the existing facilities being replaced and, where possible, the setback from wetlands shall be increased.
    - The architectural design of the low-impact academic or support facilities shall be compatible with the adjacent residential character, consistent with the approved University Master Plan Architectural Design Standards, and shall be limited to a maximum height of 35 feet.
    - The low-impact academic or support facilities shall have no greater impact on the adjacent wetlands, than did the development existing at the time of the approval of the 2003-2007 Master Plan (approved May 7, 2003), as demonstrated by a wetlands delineation plan and stormwater management plan submitted as part of the application for site plan approval.
    - The low-impact academic or support facilities shall have no greater light intrusion, noise or traffic impact (both vehicular and pedestrian) on adjacent residential properties, than did the development existing on the site at the time of the approval of the 2003-2007 Master Plan (approved May 7, 2003), as demonstrated by a noise mitigation plan and traffic study submitted as part of the application for site plan approval.
  - d. No new athletic fields or athletic facilities shall be constructed.
  - e. Existing athletic fields may be maintained and improved but may not be expanded. Improvements to the existing fields shall be limited to items such as fencing, buffering, portable grandstands, scoreboards, lighting, temporary rest room facilities, storage sheds with less than 300 square feet of floor area, and similar facilities.
  - f. The areas not currently used for athletic fields, parking or the student housing park shall be maintained as naturally vegetated areas and shall not be converted to lawns or other improved open space. Existing vegetation shall be maintained subject to sound management practices relative to cutting, thinning, pruning, and similar activities.

## BIDDEFORD CODE

- Q. Lots in existence prior to the effective date of this ordinance are regarded as existing lots of record. In many cases, minimum lot size, road frontage and setbacks are not consistent with current standards. It is the intent of this section that properties in the OR Zone for which non-residential conversion is proposed shall not be handicapped by the nonconforming nature of such a lot or structure. Therefore, existing lots or structures that are nonconforming under the provisions of, Article IV may be considered for conversion to nonresidential uses allowed in the OR Zone, provided that neither structure nor lot are made more nonconforming as a result of the conversion.

The following minimum standards shall apply for newly created lots within the OR Zone

1. Minimum lot size: 10,000 square feet.
  2. Minimum frontage: 75 feet.
  3. Minimum setbacks:
    - Front: 10 feet.
    - Side: 10 feet.
    - Rear: 10 feet.
    - From other streets: 15 feet.
  4. Maximum setbacks: Front: 25 feet.
  5. Maximum height: 35 feet.
- R. The setback may be reduced to the average of the lots immediately adjacent to the lot, as determined by the Code Enforcement Officer.

SELLER'S PROPERTY DISCLOSURE

Chapter 173 of the State of Maine Real Estate Act requires the following information be provided by the Seller of the Property.

Property located at: 175 Prospect St Biddeford, ME

Date of Statement: 6/22/15

Name of Seller: Jo Johnson

\* Section 16: Private Water Supply Disclosure

A. Type of System: \_\_\_\_\_ Not Known \_\_\_\_\_

B. Location: \_\_\_\_\_ Not Known \_\_\_\_\_

C. Malfunctions: \_\_\_\_\_ Not Known \_\_\_\_\_

D. Date of Installation: \_\_\_\_\_ Not Known \_\_\_\_\_

E. Date of Most Recent Water Test: \_\_\_\_\_ Not Known \_\_\_\_\_

F. Have you experienced a problem such as an unsatisfactory water test with notations \_\_\_\_\_

Not Known \_\_\_\_\_

\*G. Public  \_\_\_\_\_

Section 17: Heating Disclosure

A. Type(s): oil - hot water baseboard Not Known \_\_\_\_\_

B. Age of system/source(s): ~ 10 yrs? Not Known \_\_\_\_\_

C. Name of company who services system/source(s): Champerne Energy + Pauls Burner Service Not Known \_\_\_\_\_

D. Date of most recent service call: 7.6 mo ago for cleaning Not Known \_\_\_\_\_

E. Annual consumption per system/source (i.e. gallons, kilowatt hours, cords): 1293 gal, 2014; less water this year Not Known \_\_\_\_\_

F. Malfunctions per system/source within the past 2 years: \_\_\_\_\_ Not Known \_\_\_\_\_

175 Prospect St Bridgeford ME

\* Section 18: Waste Disposal System Disclosure

\* A. Private

- 1. Type of System \_\_\_\_\_ Not Known \_\_\_\_\_
- 2. Size of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 3. Type of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 4. Location of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 5. Malfunctions of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 6. Date of Installation of Tank \_\_\_\_\_ Not Known \_\_\_\_\_
- 7. Location of Leach Field \_\_\_\_\_ Not Known \_\_\_\_\_
- 8. Malfunctions of Leach Field \_\_\_\_\_ Not Known \_\_\_\_\_
- 9. Date of installation of leach field \_\_\_\_\_ Not Known \_\_\_\_\_
- 10. \_\_\_\_\_  
Date of most recent servicing of system \_\_\_\_\_ Not Known \_\_\_\_\_
- 11. \_\_\_\_\_  
Name of contractor who services system \_\_\_\_\_ Not Known \_\_\_\_\_

\* B. Public X

- 1. Has there been any System or Line Malfunctions \_\_\_\_\_ Not Known \_\_\_\_\_

Section 19: Known Hazardous Materials Disclosure

The Seller is making representations contained herein. Do you the Seller have knowledge of current or previous materials on subject Real Estate?

- A. Asbestos \_\_\_\_\_ Not Known X
- B. Lead Based Paint \_\_\_\_\_ Not Known X
- C. Radon checked ~ 1 yr ago - OK \_\_\_\_\_ Not Known \_\_\_\_\_
- D. Underground Storage Tanks ~~None~~ \_\_\_\_\_ Not Known X
- E. Other \_\_\_\_\_ Not Known \_\_\_\_\_

Tranzon Auction Properties represents the Seller's interests and, as such, has a fiduciary duty to disclose to the Seller information, which is material to the sale, acquired from the Buyer or any other source.

This form will be included in our Property Information Package to be delivered to potential purchasers

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

Seller's Signature: [Signature]

Date: 6/29/15

125 Pleasant St  
Bedford, ME 04005

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (Initial)**

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f) <sup>Tranzon Auction Properties</sup>  Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

|                            |                |           |      |
|----------------------------|----------------|-----------|------|
| <u>JO Johnson</u>          | <u>6/22/15</u> |           |      |
| Seller                     | Date           | Seller    | Date |
|                            |                |           |      |
|                            |                |           |      |
| Purchaser                  | Date           | Purchaser | Date |
| Tranzon Auction Properties | 6/22/15        |           |      |
|                            |                |           |      |
| Agent                      | Date           | Agent     | Date |



COPY OF ADVERTISING

**tranzon**  **auCTION**

**Brick Home With Attached Barn/Apartment**



- 1,551± sf 1½-Story Building With Two Units
- 0.55± Acre
- Barn

**July 31, 10:30am**  
**Location: 175 Prospect Street, Biddeford, ME**  
**Previews: July 21 & 28 | 11am - 12pm**

 Tranzon Auction Properties, Thomas W. Saturley, ME RE Lic. #90600017 & ME AUC #757  
10% Buyer's Premium. Sale subject to Terms & Conditions. Brokers welcome.

**TRANZON.COM** **207-775-4300**

PURCHASE AND SALE AGREEMENT  
REAL ESTATE

This Purchase and Sale Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015 (hereinafter called "Seller") and \_\_\_\_\_  
\_\_\_\_\_(hereinafter called "Buyer"), who agree as follows:

1. Description of Real Estate (hereinafter called "Property"). The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the property located at **175 Prospect Street, Biddeford, York County, Maine**, which real estate is more particularly described in LEGAL DESCRIPTION (EXHIBIT A) attached hereto and incorporated herein by reference. Such transaction is subject to the terms and conditions set forth in TERMS AND CONDITIONS OF SALE attached hereto and incorporated herein by reference. Buyer hereby acknowledges that the terms and conditions of sale and legal description have been carefully read and are fully understood.

2. Purchase price. The purchase price (Hammer Price/Bid Price plus 10% Buyers Premium) of said Property is \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Buyer has this day deposited cash or certified United States funds, made payable to Tranzon Auction Properties Escrow Account (hereinafter called "Auctioneer") in the amount of \$10,000.00, the receipt of which non-refundable deposit is acknowledged by the Auctioneer's signature below. Purchaser shall pay to the Auctioneer the additional amount necessary to achieve a deposit of ten percent (10%) of the purchase price, by cash or certified U.S. funds, not later than five (5) business days following the date of this Agreement.

Buyer is required to pay the balance in cash or certified United States funds at the time of closing.

3. Closing. Closing shall occur no more than 30 days following the date of this Agreement and shall take place at \_\_\_\_\_. Seller and Buyer mutually agree that time is of the essence with respect to this Agreement and the closing.

4. Title. Seller will convey the Property, subject to any and all encumbrances, including but not limited to building and/or zoning restriction of record, restrictive covenants of record, usual public utilities associated with servicing of property and easement/rights-of-way which exist on the face of the earth, subject to the procedures set forth in the TERMS AND CONDITIONS OF SALE.

5. Costs and Expenses. Buyer will assume responsibility and all associated costs of: Title search and/or examination; title insurance coverage; Buyer's share of pro-rated real estate taxes; Buyer's share of Maine transfer tax; Buyer's pro-rated share of fuel, water and/or other utility charges, if any; and representation by legal counsel. Seller will assume responsibility and all associated costs of: Seller's share of pro-rated real estate taxes; Seller's share of Maine transfer tax; auction fees and/or commissions payable to Tranzon Auction Properties; Seller's document preparation and processing fees; and representation by legal counsel.

6. Warranties. No warranties are made concerning the condition of or title to said Property. All warranties are disclaimed with respect to any improvements located on said property, including improvements located underground and the location and/or boundaries of said Property.

7. Risk of Defects. The Buyer shall assume risk for any defects. Each bidder for said Property expressly acknowledges and agrees that the amount bid reflects the "AS IS, WHERE IS" condition of said Property and the assumption of all risks relating to undisclosed defects. Each bidder further acknowledges and agrees that such bidder in no way relies on representations made by Seller or Auctioneer.

8. Deed of Conveyance. Seller shall, at closing, execute and deliver to Buyer a Trustee's Deed for Real Estate.

Entire Agreement. This Agreement, the Terms and Conditions of Sale attached hereto and attached EXHIBIT A constitute the entire agreement between the Seller and Buyer, supersedes all prior negotiations and understandings, and shall not be altered or amended except by written amendment signed by Seller and Buyer. This Agreement shall be governed by Maine Law.

10. Survival. The Terms and Conditions of this Agreement and the Terms and Conditions of Sale shall survive the closing.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement in triplicate originals on the day, month and year first above written.

Witness:

\_\_\_\_\_

TRANZON AUCTION PROPERTIES

By \_\_\_\_\_  
Its \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
SELLER Jo R. Johnson, Trustee of The Johnson  
Property Trust created under Declaration of Trust  
dated May 13, 2015.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Buyer  
SSN: \_\_\_\_\_

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Buyer  
SSN: \_\_\_\_\_

## TERMS AND CONDITIONS OF SALE

1. Auctioneer is Tranzon Auction Properties, 93 Exchange Street, Portland, Maine. The Seller is Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015..
2. This sale is of certain real estate/ parcel of land (hereinafter called "Property") located in Biddeford, York County, Maine, real property being further described in the legal description (Exhibit A), and is being conducted by the Seller.
3. This sale may be adjourned from time to time as the Auctioneer may determine.
4. To bid, a bidder must first deposit ten thousand dollars (\$10,000) in cash, certified, cashier's or bank check, or equivalent, payable to Tranzon Auction Properties Escrow Account and register with the Auctioneer. As appropriate, successful bidder shall pay to the Auctioneer the additional amount necessary to achieve a deposit of ten percent (10%) of the purchase price, by cash or certified U.S. funds, not later than five (5) business days following the auction. No bid will be considered unless such bidder has first registered with the Auctioneer and deposited with him the required earnest money deposit. Bids will be made orally. The Auctioneer reserves the right to control the increments of the bids. Any bid not in compliance with the terms of sale may be rejected. A ten percent (10%) Buyer's Premium, to be paid by successful bidder, will be added to the hammer price (bid price). The hammer price (bid price) when added to the 10% Buyers Premium will be the purchase price of the property.
5. The Auctioneer may withdraw the "Property" at any time until he announces the completion of the sale. The Seller of the "Property" reserves the right to reject the high bid and any and all bids in its sole discretion.
6. Bidding will be conducted as a public auction. The highest bidder will be the buyer of the property, subject to the Seller's right to reject any and all bids, including the highest bid in its sole discretion. At the acceptance of the bid, the winning bidder (the "Buyer") will sign a Purchase and Sale Agreement in the form of the specimen attached hereto, the terms of which are incorporated herein.
7. The balance of the purchase price payable by the successful bidder shall be made in cash, U.S. certified funds, cashier's or bank check. Closing is to be held no more than 30 days following the date of a Purchase and Sale Agreement.
8. Seller will convey good and marketable title, by trustee's deed, to said real estate, subject to any and all encumbrances, including but not limited to building and/or zoning restrictions of record, restrictive covenants of record, usual public utilities associated with servicing the property and easement/rights-of-way which exist on the face of the earth.
9. Buyer may examine title for ten (10) days after the day the bid is accepted and shall within that time notify Seller in writing of any defects in title which render the title unmarketable in accordance with the standards adopted by the Maine State Bar Association. Seller shall have thirty (30) days to cure any defects of title so brought to its attention, which render the title unmarketable, but has no obligation to do so. Buyer's exclusive remedy is the right to rescind and have refunded his deposit where defects of title which render the title unmarketable are not cured by Seller within the above-stated number of days. If

Buyer fails to rescind within ten (10) days of Seller's notice that it has not cured title, Buyer will be deemed to have waived such defects in title.

10. If the Buyer fails to comply with any of these Terms and Conditions of sale, including but not limited to signing the Purchase and Sale Agreement, not closing or not providing the deposit specified in Paragraph 4, said bidder's deposits will be retained by Seller. Upon close of bidding and acceptance of a bid, the Auctioneer shall declare that the terms of the sale have been complied with and that the public sale is closed. If the Buyer fails to perform at closing, the Buyer's deposit will be retained by the Seller. A bidder or buyer whose deposit is retained under this paragraph shall also be responsible for any and all consequential damages and additional costs, deficiencies, expenses and losses suffered as a result of his failure to perform, including without limitation, any attorney's fees.

11. The Buyer's commitment under the Purchase and Sale Agreement will NOT be contingent upon securing financing or upon any other conditions; the Buyer's deposit will not be refunded due to any inability to obtain financing or any other failure by Buyer to perform, except as to title matters as outlined above.

12. The property is sold "AS IS, WHERE IS" with all existing defects and without any warranties of any kind, including but not limited to fitness for a particular purpose, habitability or merchantability and any warranty of title. Bidders are invited to inspect the premises and public records prior to making a bid. No warranties, guarantees or representations of any kind are made; and all warranties are disclaimed with respect to any improvements located underground, the location and/or boundaries of the premises or improvements thereon, environmental compliance, or its compliance with any applicable zoning or land use regulations, laws or ordinances. Buyer is relying upon its own inspection, and its own professional advisors in its examination of the property and all improvements thereon. Buyer hereby represents, warrants and covenants to Seller that, prior to the Agreement Date, Buyer has conducted Buyer's own investigation of the Property and the physical condition thereof. Buyer agrees that Seller is not giving any express warranty, has no successor liability and is not obligated to give any implied warranties. The Buyer will assume responsibility and expenses for any title search, title examination or title insurance, as set forth in said Purchase and Sale Agreement.

**THE BUYER WILL ASSUME RISK OF ANY DEFECTS, AND EACH BIDDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE AMOUNT BID REFLECTS THE "AS IS, WHERE IS" CONDITION OF UNDISCLOSED DEFECTS. EACH BIDDER FURTHER ACKNOWLEDGES AND AGREES THAT SUCH BIDDER IN NO WAY RELIES UPON REPRESENTATIONS MADE BY SELLER OR HIS AGENTS.**

13. In the event of a substantial loss or damage to the property occurring after the execution of the Purchase and Sale Agreement and prior to closing, Buyer shall have the election either to terminate said Purchase and Sale Agreement and receive a refund of the earnest money deposit or to complete the purchase and receive any insurance proceeds or eminent domain award received by Seller on account of the damage or loss.

14. In the case of disputed bidding, the Auctioneer shall be the sole and absolute judge of such dispute.

15. The Auctioneer acts only as agent for the Seller and represents the Seller's interests and, as such, has a fiduciary duty to disclose to the Seller information which is material to the sale, acquired from the Buyer or any other source.



16. In the event of any conflict between these Terms and Conditions of Sale and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control.
17. NOTE: By registering, you have signed a written, binding contract agreeing to these Terms and Conditions of Sale and further agreeing that any bid you make is subject to the Maine Auction Law, Chapter 5A of Title 32, Section 2-238 of the Maine U.C.C. and the Statute of Frauds. If you do not agree with any of these Terms and Conditions of Sale, return your bidding cards to the clerk immediately.
18. This sale is subject to confirmation by the Seller.
19. Other terms or conditions may be announced at the sale. The Property is subject to sale prior to auction. Seller expressly reserves the right to cancel the sale or modify the terms and conditions prior to announcing completion of the sale.

**TRUSTEE'S DEED**

Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015., by the power conferred by law and by said Declaration, and by every other power, for consideration paid, grants to \_\_\_\_\_, the land in York County, Maine, bounded and described as follows:

SEE ATTACHED **EXHIBIT A** (LEGAL DESCRIPTION)

**IN WITNESS WHEREOF**, the said Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015, in her said capacity has caused this instrument to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness

\_\_\_\_\_

\_\_\_\_\_  
Jo R. Johnson, Trustee of The Johnson Property Trust  
created under Declaration of Trust dated May 13, 2015.

State of Maine

County of \_\_\_\_\_, ss. \_\_\_\_\_, 2015

Then personally appeared before me the above-named Jo R. Johnson, Trustee of The Johnson Property Trust created under Declaration of Trust dated May 13, 2015., as aforesaid, in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me, \_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Printed Name  
My Commission Expires:

**EXHIBIT A - THE JOHNSON PROPERTY TRUST**

Biddeford - 175 Prospect Street  
Tax Map 28/Lot 269

All and the same premises described in a Warranty Deed from Ethel Johnson Irving to William Johnson, dated July 14, 1999, and recorded in Book 9790, Page 245, in the York County Registry of Deeds, reference to said deed being hereby made and had, the description in said deed being hereby incorporated herein by reference.

Also hereby conveying any and all interests in and to the foregoing real property or real property adjacent thereto which the said William I. Johnson acquired by adverse possession, prescription or otherwise.

SOURCE OF TITLE: Quitclaim Deed recorded at Book 17018, Page 205 at York County Registry of Deeds.