

Property Information Package

AUCTION

Trustee's Sale
2.17± Acre Oceanfront Estate
2 Reef Point
Bar Harbor, Maine

Online-only Bidding Ends: Wednesday, September 18th at 1:00 p.m.

Live the dream on Bar Harbor's iconic Shore Path! This 2.17± acre estate offers both exceptional proximity to downtown and breathtaking ocean views. With what appears to be over 300'± of waterfront, this property is a rare gem. Imagine waking up to panoramic ocean vistas and being just steps away from Bar Harbor's vibrant downtown. Explore world-class restaurants, charming shops, the lively atmosphere, and even Acadia National Park, all within easy reach.

This meticulously maintained 4-bedroom, 2.5-bathroom seaside residence boasts a welcoming floor plan with hardwood floors throughout. The spacious entryway sets the stage for stunning ocean views that flow throughout the home. Built in 1961, the 2,509-square-foot layout offers ample space for family and guests. The primary bedroom has direct access to a second-floor deck which looks over both the front and the rear of the property. The grand living room features tall ceilings, expansive windows, and a cozy fireplace – perfect for creating lasting memories. Relax on the expansive back deck or the screened-in porch, both offering spectacular views and ideal for outdoor entertaining. Frenchman Bay creates a serene backdrop for exploring the property's vast backyard offering endless opportunities to connect with nature. The property includes a two-car detached garage that is connected to the home by a covered walkway. Tax Map 105, Lot 41. Assessed Value: \$2,805,600

Don't miss this once-in-a-lifetime opportunity to own a piece of legacy property in Bar Harbor on Mount Desert Island in Down East Maine!

Inspection: By *appointment only* on Friday and Saturday, September 6th and 7th and 13th and 14th
email: info@paulmcinnis.com to schedule your appointment.



BID ONLINE

Est. 1976
PAUL^cINNIS LLC
AUCTIONS - REAL ESTATE - RESULTS

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DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.



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

35 State House Station Augusta ME 04333-0035



REAL ESTATE BROKERAGE RELATIONSHIPS FORM

Right Now You Are A Customer

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

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

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

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

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

You May Become A Client

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

services required of all licensees listed above:

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

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

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

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

WHAT IS A DISCLOSED DUAL AGENT?

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

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

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

THIS IS NOT A CONTRACT

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

To Be Completed By Licensee

This form was presented on (date) _____

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

by _____
Licensee's Name

on behalf of _____
Company/Agency

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

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

SUGGESTED DUE DILIGENCE CHECKLIST

2 Reef Point, Bar Harbor, Maine

BIDDING OPENS: **Monday, September 16th at 9:00 a.m.**

BIDDING ENDS: **Wednesday, September 18th at 1:00 p.m.**

ITEMS TO COMPLETE –

- Review the Maine Real Estate Brokerage Relationship Form
- Review the General Terms & Conditions
- Review the Property Information Package
- Review the Purchase & Sale Agreement
- Sign up to bid online at auction.paulmcinnis.com/auctions [click here](#)
- Complete & return the Bidder Registration Form which is the last page of this package.

If you would like to complete the Bidder Registration Form electronically, contact admin@paulmcinnis.com and the form will be sent to you through Dotloop.

- Provide Bidder Deposit by check or E-check
- Contact the Auctioneer with any questions justin@paulmcinnis.com



GENERAL TERMS & CONDITIONS

AGENT OF THE TRUSTEE: Paul McInnis LLC is acting solely as an Agent of the Trustee.

BIDDER REGISTRATION: In order to bid online, any prospective bidder must first request and review a property information package. The next step is to create an online bidding account at auction.paulmcinnis.com/auctions. Finally, submit your executed Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

BIDDER DEPOSIT: At the time of registration, you will be required to deliver your refundable Bidder Deposit of \$50,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money deposit by Thursday, September 19th at 1:00 p.m.) you hereby authorize the Auction Company to retain your \$50,000 Bidder Deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$50,000 U.S. dollars.

To deliver the Bidder Deposit by physical check, you may deliver the \$50,000 Bidder Deposit to our office or at an open house. To deliver your Bidder Deposit by E-check you will do so through EARNNEST. **EARNNEST** is a digital payment platform, and a link can be found either on the Auctioneer's website or by request of the auctioneer at admin@paulmcinnis.com. Once your Bidder Registration Form and Bidder Deposit have been received, your online bidding account has been created, and Paul McInnis LLC has determined that you have met all the requirements, a bidding number will be provided to you.

Please note that Paul McInnis LLC will make our best effort to respond to your request within three hours during normal business hours of Monday through Friday from 8:30 a.m. to 4:30 p.m. EST. The Bidder Registration Form and Bidder Deposit should be received by the Auctioneer no later than 24 hours prior to the close of bidding. The Auctioneer in his sole and absolute discretion reserves the right to decline a bidder if all requirements have not been met prior to the 24-hour deadline.

RETURN OF BIDDER DEPOSIT: Unsuccessful bidder deposits will be returned to the bidder by U.S. Mail or through EARNNEST.

ONLINE BIDDING: The bidding will open on Monday, September 16th at 9:00a.m. and the bidding will end on Wednesday, September 18th at 1:00 p.m. subject to **extended bidding**. Bid increments are shown on the bidding portal. It is the bidder's responsibility to ensure the accuracy and timeliness of their bid(s). Bidders are encouraged not to wait until the last minute to place a bid. Online bidding is subject to technical difficulties that can develop at any time. Please be aware that you must manually type in your bid prior to placing your bid. Any activity from bidders will extend the bid. Events such as increasing your maximum bid even without placing a bid will trigger this event.

TIMED AUCTION EXTENDED BIDDING: A timed auction event refers to the opening and ending time for placing bids. When a bid is placed within two minutes of the auction ending (12:58) the bid time window will extend for an additional two minutes. During that additional two-minute window if a bid is placed it will be extended again and so on. This is done to prevent bid "sniping." This process can go on indefinitely. Even though the auction is set to end at 1:00 p.m. the bidding could be extended to 2:00 p.m. or longer depending on the activity from the bidders.

DUE DILIGENCE: It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the real estate Purchase & Sale Agreement Sample with your attorney is encouraged.

PROPERTY CONDITIONS: Except as expressly set forth in the real estate Purchase & Sale Agreement, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Trustee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Trustee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including



but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Trustee, Paul McInnis LLC or their agents.

BUYER'S PREMIUM: A 7% (Seven Percent) Buyer's Premium will be added to the successful Bid Price to become the Total Purchase Price. Example: \$Bid Price + 7% of \$Bid Price = \$Total Purchase Price due from the Buyer at Closing, less any Earnest Money Deposit.

SUCCESSFUL BIDDER: The successful bidder is defined as, that registered bidder who placed the highest bid as declared by the Auctioneer and the highest bid being acceptable to the Trustee. The successful bidder will be notified via email, as well as by telephone confirmation by the Auctioneer.

REAL ESTATE PURCHASE & SALE AGREEMENT: A copy of the agreement is included in the property information package. PLEASE REVIEW it carefully or have your attorney review it. The successful bidder is required to sign the real estate Purchase & Sale Agreement together with all Trustee disclosure forms without any changes or additional terms and deliver 10% of the total purchase price as the earnest money deposit to the office of the Auctioneer no later than Thursday, September 19th at 1:00 p.m. less the Bidder Deposit already received. Only the Buyer's Name, Bid Price, Buyer's Premium, Total Purchase Price, Earnest Money Deposit and the Balance Due Amount will be entered into the real estate Purchase & Sale Agreement.

EARNEST MONEY DEPOSIT: The successful bidder must tender a deposit in the amount of 10% of the total purchase price which is due no later than Thursday, September 19th at 1:00 p.m. less the Bidder Deposit already received. The earnest money deposit must be by wire, check or E-check payable to Paul McInnis LLC Escrow Account in U.S. funds.

SUCCESSFUL BIDDER DEFAULT: Should the successful bidder fail to execute the real estate Purchase & Sale Agreement and deliver the earnest money deposit in a timely manner as outlined in these general terms & conditions, said bidder will be deemed to be in default and hereby authorize the Auction Company to retain your \$50,000 bidding deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$50,000 U.S. dollars.

RESERVATION OF RIGHTS: The Trustee in their sole and absolute discretion may enter into a contract with the next highest bidder should the highest accepted bidder default. Sale is subject to confirmation of the Trustee. Trustee reserves the right to accept or reject the high bid. The Auctioneer in his sole and absolute discretion reserves the right to cancel, postpone, extend, or reschedule the auction. Auctioneer reserves the right to have one hour after the close of the auction to verify bids and to re-open the auction if there is any disruption caused by computer errors.

ADDITIONAL TERMS: Additional terms are included in the real estate Purchase & Sale Agreement. Any changes or amendments to these general terms & conditions and/or to the real estate Purchase & Sale Agreement will be communicated to any registered bidder via the email said bidder provided at registration.

BUYER BROKER PARTICIPATION INVITED: Please contact the auction company (admin@paulmcinnis.com) to request the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form prior to a prospect having contacted Paul McInnis LLC. The completed and signed form must be faxed or mailed such that it is received by the office of Paul McInnis LLC at the same time as the online bidding registration request form. If you have any questions, please contact Paul McInnis LLC at (603) 964-1301 or via email at: justin@paulmcinnis.com



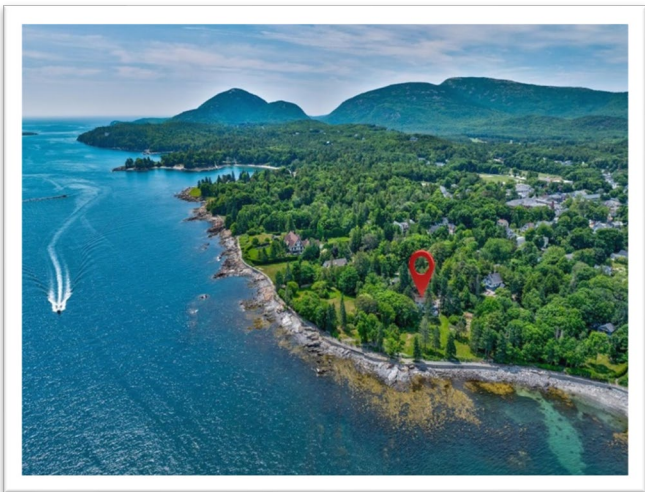
EXECUTIVE SUMMARY

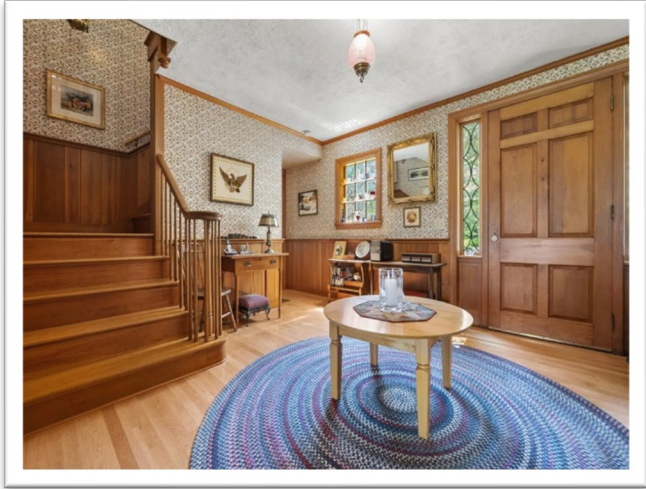
ADDRESS	2 Reef Point, Bar Harbor, ME
TOWN REFERENCE	Map 105, Lot 41
HANCOCK COUNTY DEED REFERENCE	Release Deed - Book 4543, Page 0302
ASSESSED VALUE	\$2,805,600
2023 TAX RATE	\$8.68/\$1,000
2023 TAXES	\$24,352.61
UTILITIES	Water: Public Sewer: Private septic Public sewer can be found at end of Hancock Street but has not been tied into
ACREAGE	2.17± Acres
WATER FRONTAGE	300± feet
SHORE PATH	The shore path crosses over this property by permission of the owner. The shore path is shut down for 3 days every 20 years to avoid any claim of easement by prescription. Fencing along the shore path was damaged during the 2024 winter storms. Much of the damaged fencing has been repaired/repainted and remains available at the property
ZONING	The property lies in three zones: (F) Downtown Residential (B) Village Historic (FF) Shoreland Limited Residential
VIEW EASEMENT	The subject benefits from a view easement over the property to the south. There is an area of the abutting property which cannot be built upon to further protect the Southerly view of the subject. See Easement Modification Agreement Book 6876, Page 27
NO BUILD COVENANT	A portion of the subject property is subject to a no-build covenant which encompasses a portion of the parcel north westerly of the existing home and garage. Further description can be found at Book 857, Page 453 or contained in the Exhibit A of the attached Quitclaim and Trustee Deeds.


TYPE	Single Family
YEAR BUILT	1961
LIVING AREA	2,509± sq. ft.
BASEMENT	Partial
HEAT FUEL	Oil
HEAT TYPE	FHW - Radiant
ELECTRIC	200 Amp, circuit breakers and fuses underground from last pole
WATER HEATER	Electric 40 gallon
PLUMBING	Copper
GARAGE	Yes, 2-car detached connected by covered walkway, some insulation

COVERED ENTRY	4'5" x 8'11"
KITCHEN	11'8" x 14'7"

FOYER	17'4" X 11'5"
DINING ROOM	18'4" X 12'5"
1/2 BATH 1ST FLOOR	5'2" X 4'
LIVING ROOM	25'8" X 15'8"
DEN	13'5" X 11'5"
PRIMARY BEDROOM 2ND FLOOR	17'5" X 15'1"
BEDROOM TWO 2ND FLOOR	12'4"X11'7"
BEDROOM THREE 2ND FLOOR	11'11" X 15'8"
BEDROOM FOUR 2ND FLOOR	10' X 11'11"
1ST FULL BATH 2ND FLOOR	8'3" X 8'3"
2ND FULL BATH 2ND FLOOR	7'10" X 6'9"
OFFICE 2ND FLOOR	7'2" X 11'4"
DETACHED GARAGE	2 Car auto open
SCREEN PORCH	10'5" X 11'9"





CURRENT OWNER				TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				
HOBBS, MARTHA F HOBBS, DONALD E 2 REEF POINT				1 Level	2 Public Water	1 Paved	1 Urban	Description RESIDENTL RES LAND	Code 1012 1012	Appraised 304,500 1,853,700	Assessed 395,800 2,409,800	 <p>BAR HARBOR, ME 3403</p>
					3 Public Sewer							
SUPPLEMENTAL DATA												
BAR HARBOR ME 04609				Alt Prcl ID 02-002-19A Prop Size Val Cls 1 Tree Growt GASB 34 I Listed for		Sewer Con Con Date VR Permit VR Presen VR Unit Na						
				GIS ID 105-041-000		Assoc Pid#		Total 2,158,200 2,805,600				

RECORD OF OWNERSHIP							BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
HOBBS, MARTHA F							4543	0302	07-21-2006	U	I	0	IF	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed
HOBBS, MARTHA F.							2961	0240	09-18-2000			0		2023	1012	395,800	2023	1012	335,000	2022	1012	335,000
SMITH, CHADBOURN H.							2914	0594	04-28-2000	U	I	100			1012	2,409,800		1012	2,039,100		1012	2,039,100
HOBBS, DONALD E							0826	0227	10-02-1958	U	I	0										
FOLGER, RAYMOND H							0819	0150	06-13-1958	U	I	4,000										
							Total							Total		Total		Total		Total		

EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int												
1999	HE	HOMESTEAD	25000.00																	
2022	SS	SENIOR STABLIZATION PROG	0.00																	
Total			25,000.00									ASSESSED VALUE SUMMARY								

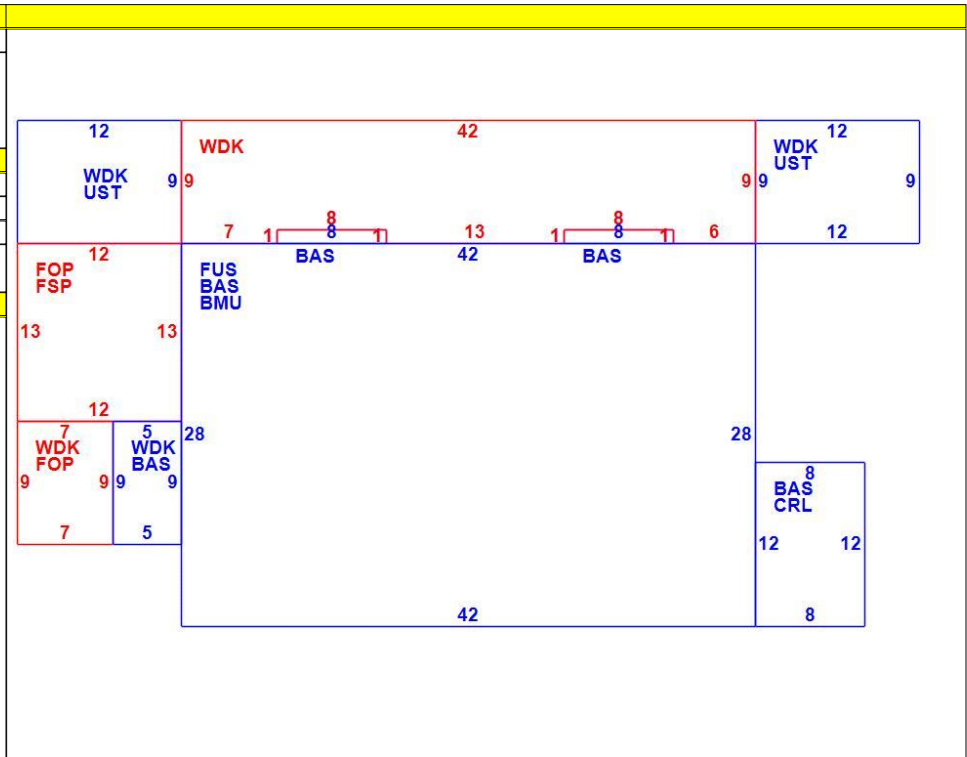
ASSESSING NEIGHBORHOOD				NOTES				ASSESSED VALUE SUMMARY				
Nbhd	Nbhd Name	B	Tracing	Batch								
0001												

NOTES												ASSESSED VALUE SUMMARY			
GREY - IG												Appraised Bldg. Value (Card) 380,600			
												Appraised Xf (B) Value (Bldg) 5,300			
												Appraised Ob (B) Value (Bldg) 9,900			
												Appraised Land Value (Bldg) 2,409,800			
												Special Land Value 0			
												Total Appraised Parcel Value 2,805,600			
												Valuation Method C			
												Total Appraised Parcel Value 2,805,600			

BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY					
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result
										05-12-2021	SS			16	Field Review
										08-10-2006	RS			45	Assessor Review
										06-14-2006	PR			16	Field Review
										01-31-2006	JD			00	Measure & Listed

LAND LINE VALUATION SECTION																
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value	
1	1012	OCN FT	FF		43,560 SF	3.32	1.10000	6	0.95	200	10.000	SHOREPATH		1.0000	34.69	1,511,100
1	1012	OCN FT			1.170 AC	5,000.00	1.00000	0	1.00	200	10.000			1.0000	50,000	58,500
1	1012	OCN FT			299.000 SF	100.00	1.00000	0	0.95	200	10.000			1.0000	950	284,100
Total Card Land Units					2.17 SF	Parcel Total Land Area					2.17	Total Land Value				1,853,700

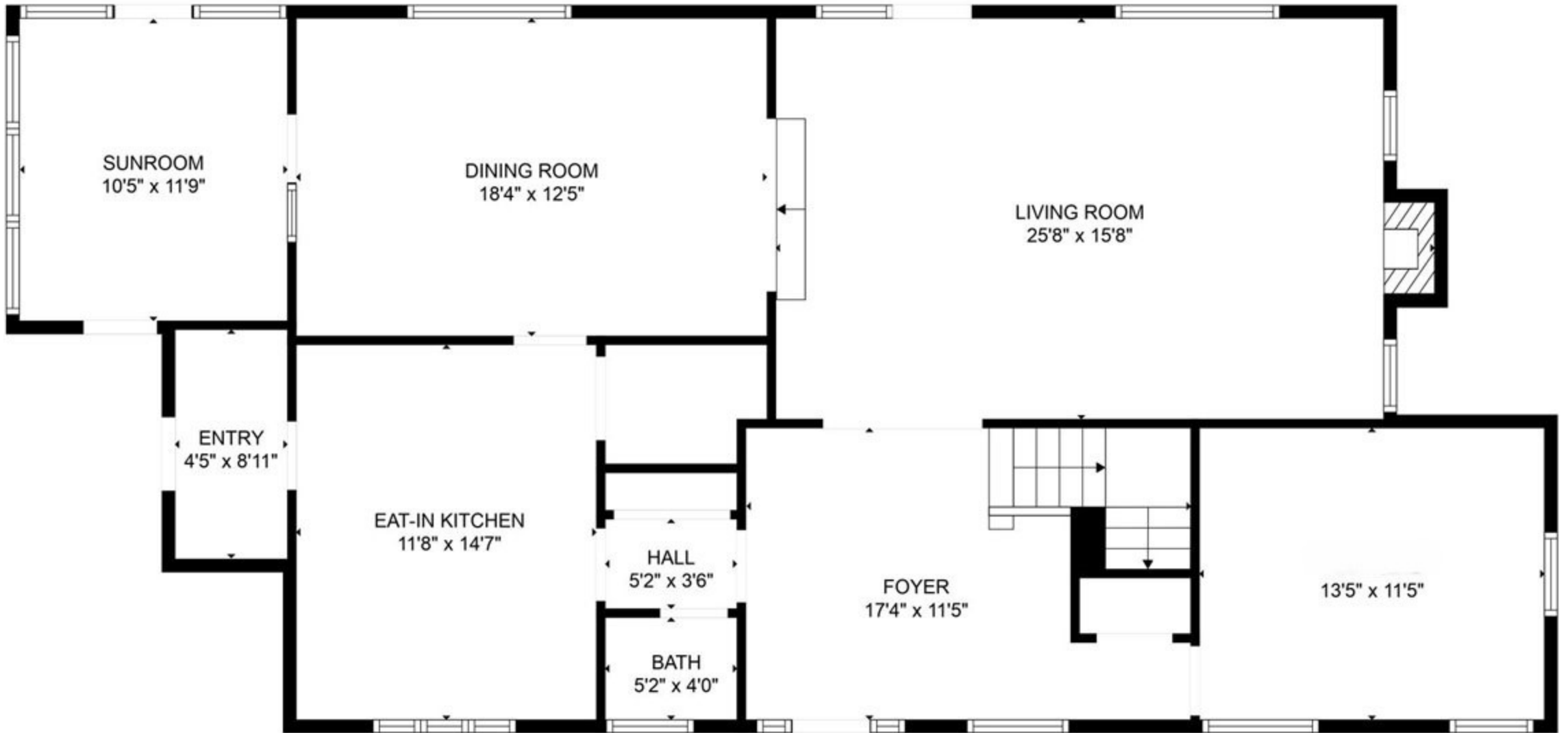
CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	03	Colonial			
Model	01	Residential			
Grade:	06	B			
Stories:	2	2 Stories			
Occupancy	1				
Exterior Wall 1	25	Vinyl Siding			
Exterior Wall 2					
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	03	Plastered			
Interior Wall 2	07	Kotty Pine			
Interior Flr 1	12	Hardwood			
Interior Flr 2					
Heat Fuel	02	Oil			
Heat Type:	08	Radiant Water			
AC Type:	01	None			
Total Bedrooms	04	4 Bedrooms			
Total Bthrms:	2	2 Full			
Total Half Baths	1				
Total Xtra Fixtrs					
Total Rooms:	8	8 Rooms			
Bath Style:	02	Average			
Kitchen Style:	02	Typical			
			CONDO DATA		
Parcel Id			C	Owne	
Adjust Type		Code	Description	Factor%	
Condo Flr				B	S
Condo Unit					
COST / MARKET VALUATION					
Building Value New			361,498		
Year Built			1961		
Effective Year Built					
Depreciation Code			G		
Remodel Rating					
Year Remodeled			19		
Depreciation %			0		
Functional Obsol			0		
Economic Obsol			0		
Trend Factor			1		
Condition					
Condition %					
Percent Good			81		
RCNLD			292,800		
Dep % Ovr					
Dep Ovr Comment					
Misc Imp Ovr					
Misc Imp Ovr Comment					
Cost to Cure Ovr					
Cost to Cure Ovr Comment					

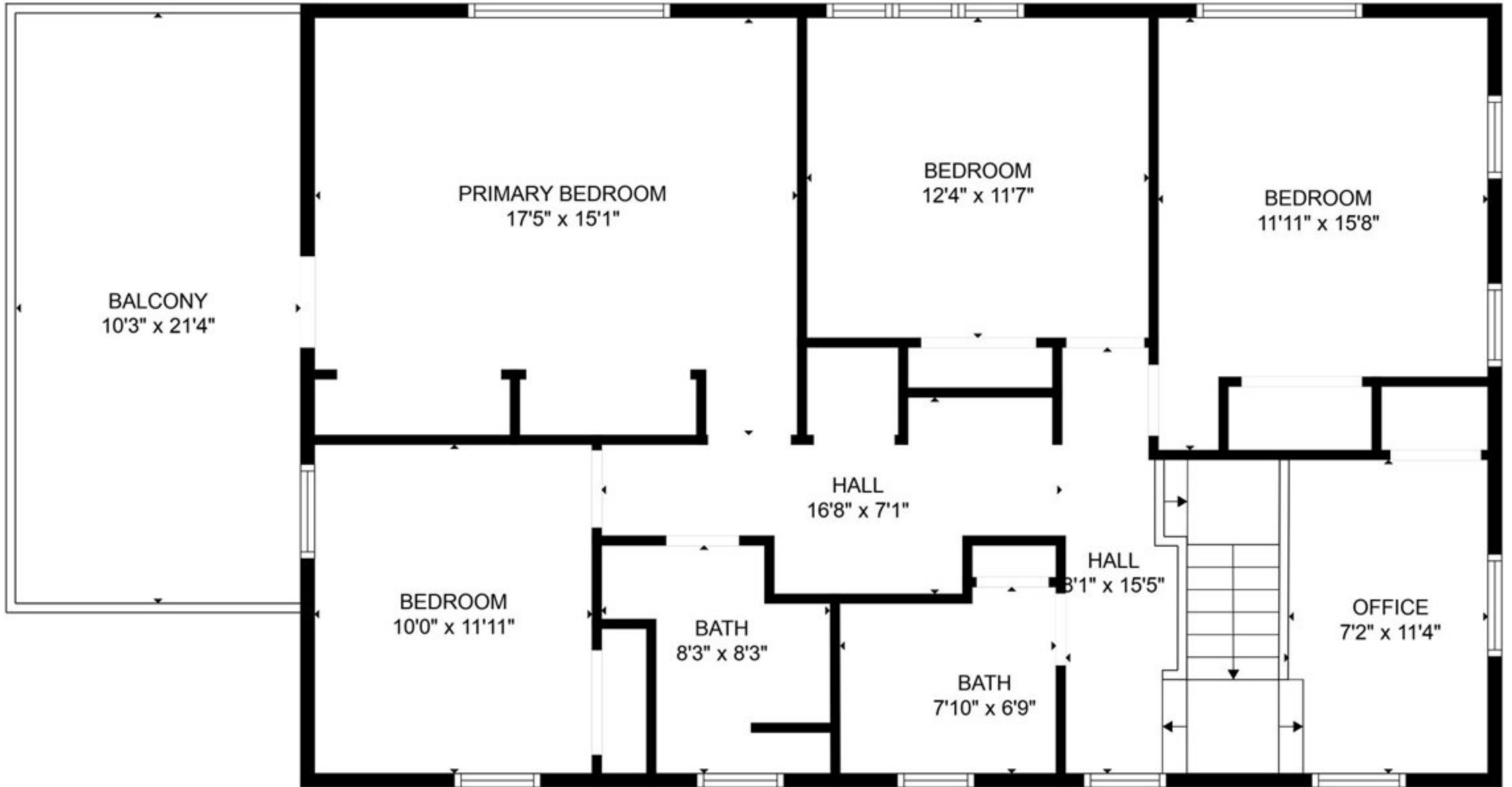


OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value
FGR1	GARAGE AVE	L	676	15.00	2000	G	75		0.00	7,600
FPL4	FIREPLACE 2	B	1	5000.00	1984	00	81		0.00	4,100

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,333	1,333		116.82	155,718
BMU	Unfinished Basement	0	1,176		23.34	27,452
CRL	Crawl Space	0	96		0.00	0
FOP	Porch, Open, Finished	0	219		23.47	5,140
FSP	Porch, Screen, Finished	0	156		29.20	4,556
FUS	Upper Story, Finished	1,176	1,176		116.82	137,378
UST	Utility, Storage, Unfinished	0	216		35.15	7,593
WDK	Deck, Wood	0	686		11.75	8,060
Ttl Gross Liv / Lease Area		2,509	5,058			345,897







Town of Bar Harbor
 Finance Department
 93 Cottage Street, Suite I
 Bar Harbor, Maine 04609-1400
 (207) 288-5096



**TOWN OF BAR HARBOR
 TAX YEAR 2023
 PROPERTY TAX REPORT**

Property Description

Property ID: 105-041-000

Property Location: 2 REEF POINT

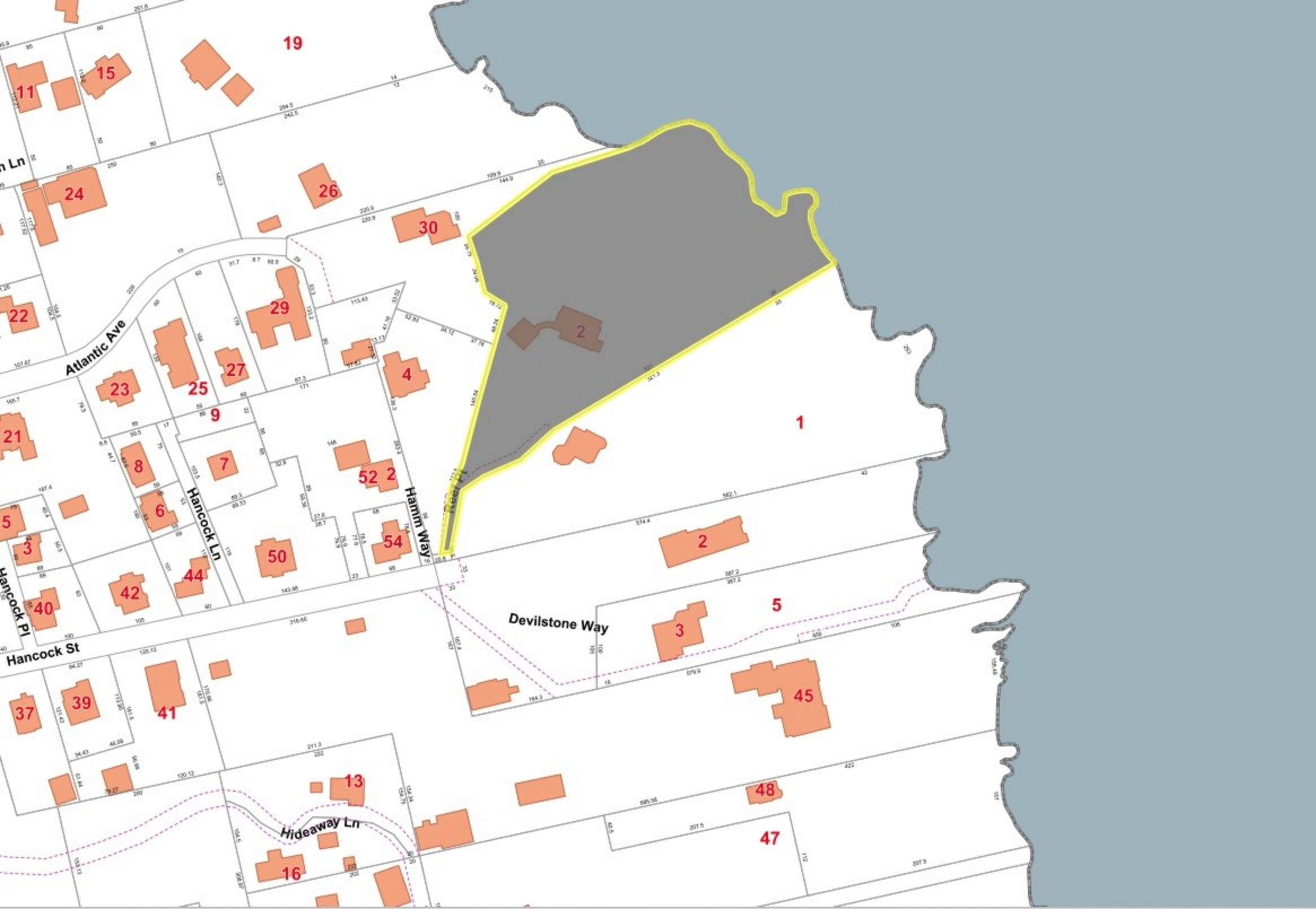
**Name: HOBBS, MARTHA F
 HOBBS, DONALD E**

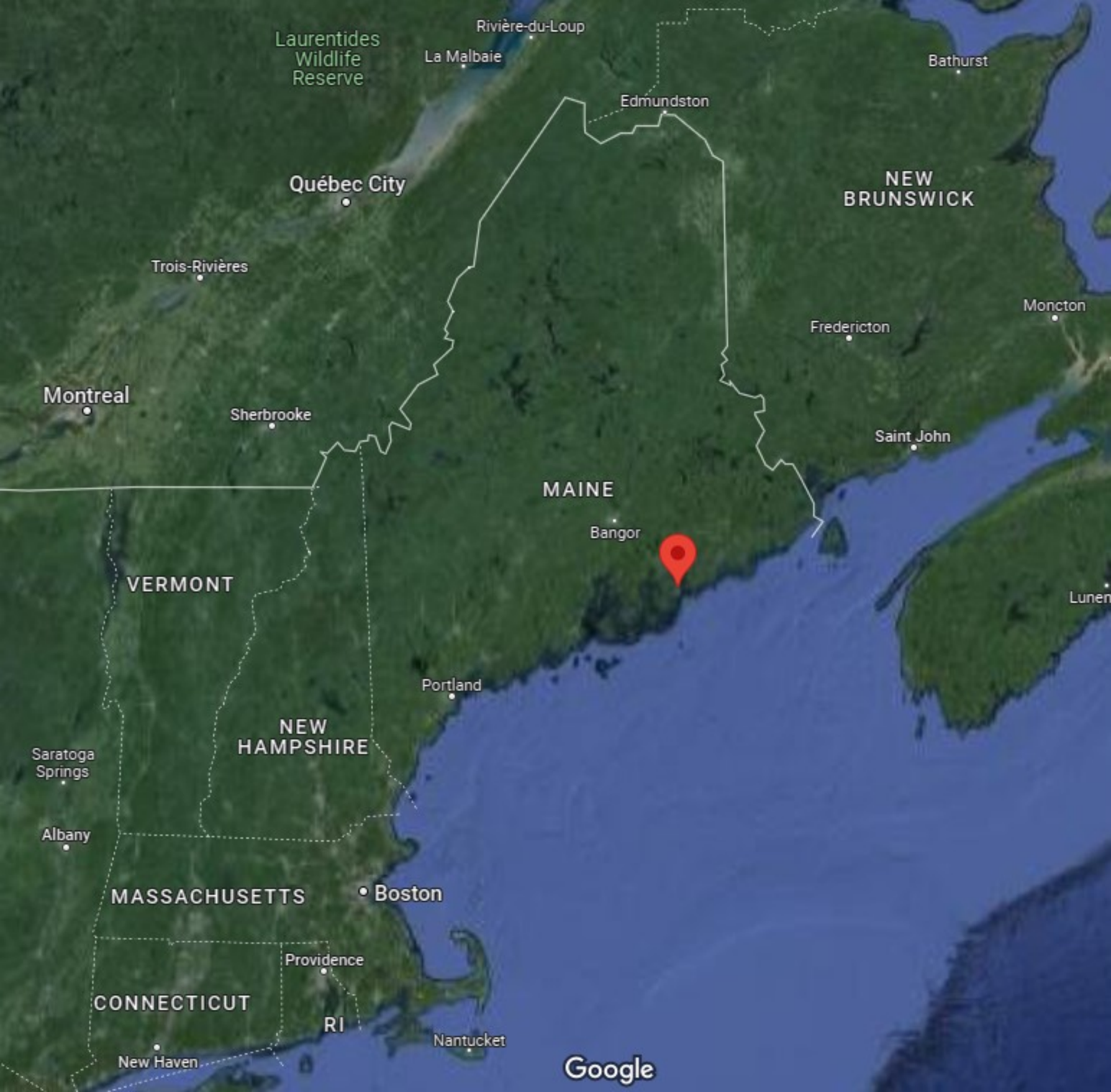
Mailing Address: 2 REEF POINT

BAR HARBOR, ME 04609

Owner of Record:	HOBBS, MARTHA F	Annual Committed Tax	\$24135.61
Bk/Pg: 4543/0302		Abatements (-)	\$2242.00
Class: 1012	Acres: 2.17	Net Annual Committed	\$21893.61

Tax Rate per \$1,000.00		<i>Please remit payments to:</i>	*Information current to: Jul 17, 2024	
\$8.68		Town of Bar Harbor 93 Cottage Street Bar Harbor, ME 04609-1400	Bill Number: 722 Property ID: 105-041-000	
Property Valuation		The information contained on this website is for general purposes only. While the Town of Bar Harbor endeavors to keep the current year information up to date and correct, we encourage you to call the Finance Office should you have any questions regarding this year or any past due balances.	Total Real Estate Tax	\$24135.61
Land Value	\$2,409,800		1 st Installment (9/29/23)	\$10958.91
Building Value	\$395,800		2 nd Installment (3/29/24)	\$10946.80
Personal Property	\$0		Total paid to date:*	\$21905.71
Exemptions (-)	\$25,000		Interest Due*	\$0.00
Total Taxable Value	\$2,780,600		Current Bal. 1 st install.*	\$0.00
			Current Bal 2 nd install.*	\$0.00
		Less Abatements (-)*	-\$2242.00	
		<u>Click here to PAY ONLINE</u>	Total Unpaid Balance:*	\$0.00





Laurentides
Wildlife
Reserve

Rivière-du-Loup

La Malbaie

Bathurst

Québec City

Edmundston

NEW
BRUNSWICK

Trois-Rivières

Fredericton

Moncton

Montreal

Sherbrooke

Saint John

MAINE

Bangor

VERMONT

NEW
HAMPSHIRE

Lunenburg

Saratoga
Springs

Portland

Albany

MASSACHUSETTS

Boston

Providence

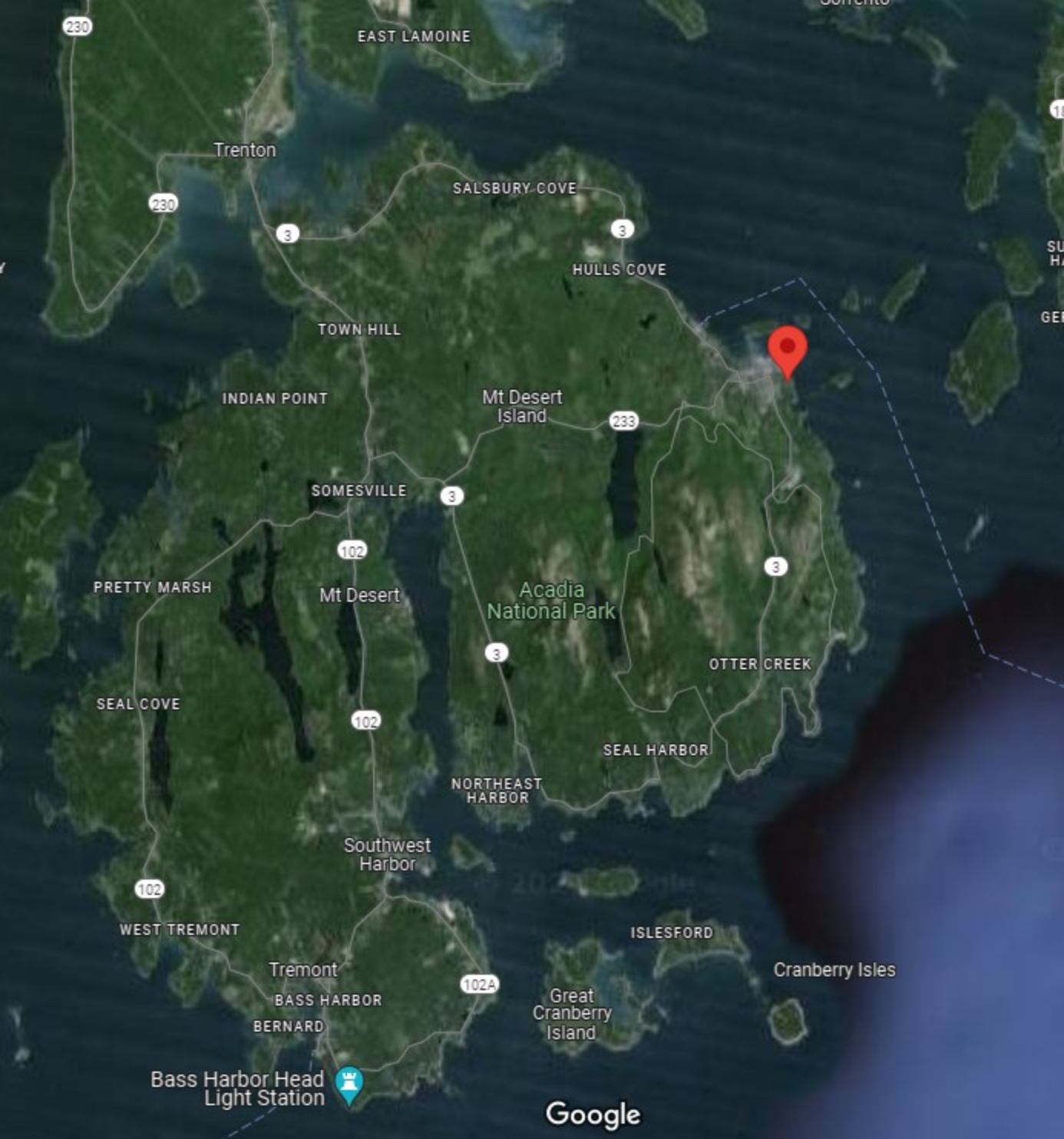
CONNECTICUT

RI

New Haven

Nantucket

Google



230

EAST LAMOINE

Trenton

230

3

SALSBURY COVE

3

HULLS COVE

TOWN HILL

INDIAN POINT

Mt Desert Island

233

SOMESVILLE

3

Mt Desert

102

Acadia National Park

3

PRETTY MARSH

OTTER CREEK

SEAL COVE

102

SEAL HARBOR

NORTHEAST HARBOR

Southwest Harbor

102

WEST TREMONT

ISLESFORD

Tremont

Cranberry Isles

BASS HARBOR

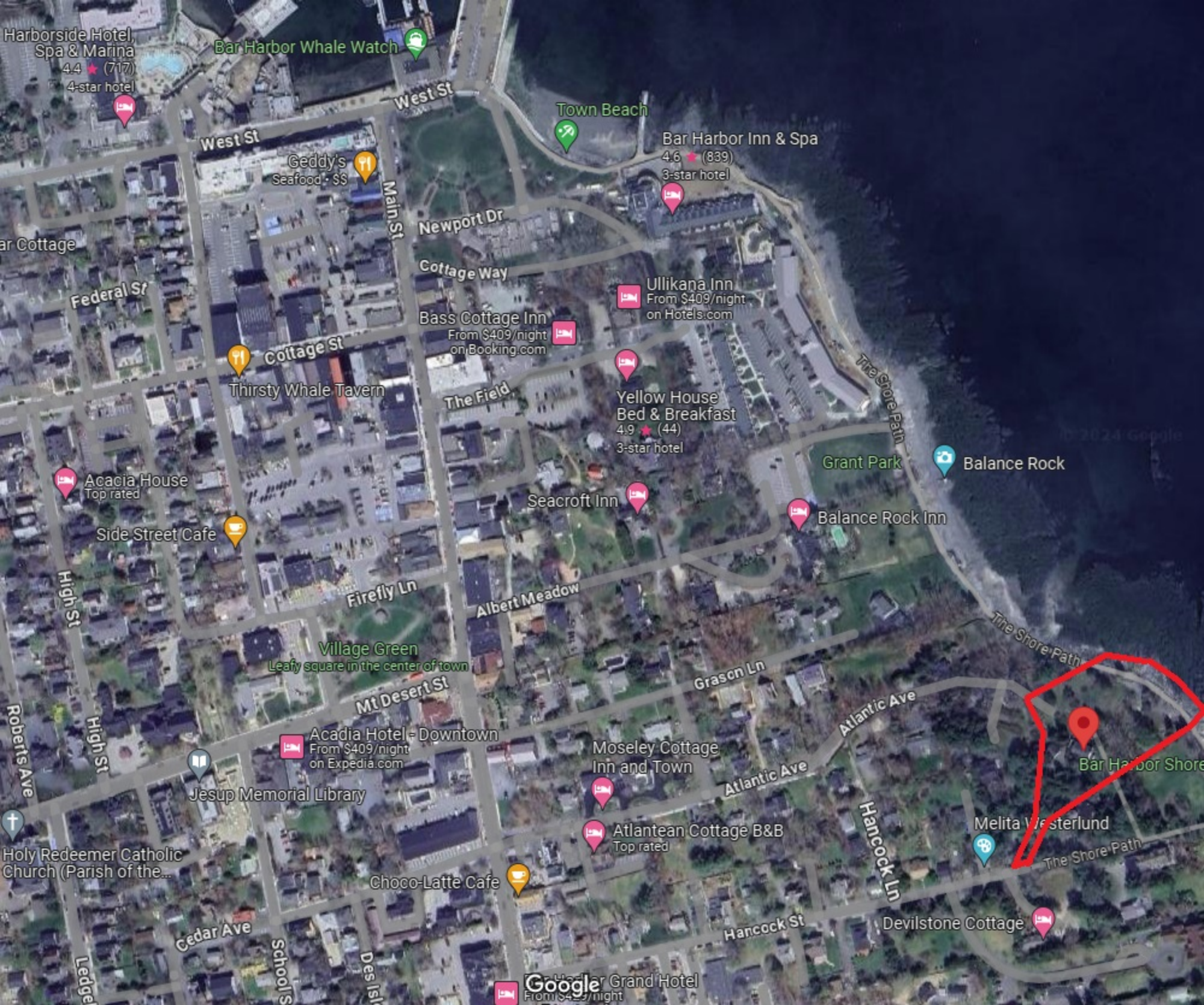
102A

BERNARD

Great Cranberry Island

Bass Harbor Head Light Station

Google



Harborside Hotel, Spa & Marina
4.4 (717)
4-star hotel

Bar Harbor Whale Watch

West St

Town Beach

Bar Harbor Inn & Spa
4.6 (839)
3-star hotel

Geddy's Seafood · \$\$

Main St

Newport Dr

Cottage Way

Ullikana Inn
From \$409/night
on Hotels.com

Federal St

Cottage St

Bass Cottage Inn
From \$409/night
on Booking.com

Thirsty Whale Tavern

The Field

Yellow House
Bed & Breakfast
4.9 (44)
3-star hotel

The Shore Path

Grant Park

Balance Rock

Acacia House
Top rated

Seacroft Inn

Balance Rock Inn

Side Street Cafe

Firefly Ln

Albert Meadow

Village Green
Leafy square in the center of town

The Shore Path

Mt Desert St

Grason Ln

Atlantic Ave

Acadia Hotel - Downtown
From \$409/night
on Expedia.com

Moseley Cottage
Inn and Town

Bar Harbor Shore

Jesup Memorial Library

Atlantic Ave

Hancock Ln

Holy Redeemer Catholic
Church (Parish of the...)

Atlantean Cottage B&B
Top rated

Melita Westerlund

Choco-Latte Cafe

Hancock St

Devilstone Cottage

Cedar Ave

School's

Des Isl

Google Grand Hotel
From \$429/night



USGS The National Map: Orthoimagery 5/14/24

Powered by Esri

PIN

- Approximate location based on user input and does not represent an authoritative property location

MAP PANELS

- Selected FloodMap boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

OTHER AREAS

- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth
- Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes, Zone X
- Area with Flood Risk due to Levee Zone D

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

PROPERTY DISCLOSURE

Under Maine Law, certain information must be made available to buyers prior to or during preparation of an offer. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not a warranty of the condition of the property and is not part of any contract between Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I – WATER SUPPLY

TYPE OF SYSTEM: Public Private Seasonal _____ Unknown
 Drilled Dug Other _____

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?

Pump (if any): N/A Yes No Unknown
Quantity: Yes No Unknown
Quality: Yes No Unknown

If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? Yes No
If Yes, Date of most recent test: N/A Are test results available? .. Yes No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? Yes No
If Yes, are test results available? Yes No
What steps were taken to remedy the problem? N/A

~~IF PRIVATE: (Strike Section if Not Applicable):~~ _____

~~INSTALLATION: Location: _____
Installed by: _____
Date of Installation: _____~~

USE: ~~Number of persons currently using system: _____
Does system supply water for more than one household? Yes No Unknown~~

Comments: n/a

Source of Section I information: Seller

Buyer Initials _____ Page 1 of 8 Seller Initials MS RS

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

SECTION II — WASTE WATER DISPOSAL

TYPE OF SYSTEM: Public Private Quasi-Public _____ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... Yes No

If Yes, what results: N/A

Have you experienced any problems such as line or other malfunctions? Yes No

What steps were taken to remedy the problem? N/A

IF PRIVATE (Strike Section if Not Applicable):

Tank: Septic Tank Holding Tank Cesspool Other: _____

Tank Size: 500 Gallon 1000 Gallon Unknown Other: _____

Tank Type: Concrete Metal Unknown Other: _____

Location: NE corner of house, iron pin OR Unknown

Date installed: 1961 Date last pumped: 2024 Name of pumping company: Haslam

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem: n/a

Date of last servicing of tank: 6/2024 Name of company servicing tank: Haslam

Leach Field: Yes No Unknown

If Yes, Location: Right of tank towards oak tree

Date of installation of leach field: 1961 Installed by: unknown

Date of last servicing of leach field: unknown Company servicing leach field: unknown

Have you experienced any malfunctions? Yes No

If Yes, give the date and describe the problem and what steps were taken to remedy: _____

n/a

Do you have records of the design indicating the # of bedrooms the system was designed for? Yes No

If Yes, are they available? Yes No

Is System located in a Shoreland Zone? Yes No Unknown

Comments: Public sewer at end of Hancock Street

Source of Section II information: Seller

Buyer Initials _____

Seller Initials MA RL

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

SECTION III – HEATING SYSTEM(S)/HEATING SOURCE(S)

Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	oil-radiant			
Age of system(s) or source(s)	1961 original			
TYPE(S) of Fuel	oil			
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)	800-1000+ gallons			
Name of company that services system(s) or source(s)	walls Heating Bar Harbor			
Date of most recent service call	2018 new tank			
Malfunctions per system(s) or source(s) within past 2 years	none			
Other pertinent information	n/a			

Are there fuel supply lines? Yes No Unknown
 Are any buried? Yes No Unknown
 Are all sleeved? Yes No Unknown
 Chimney(s): Yes No
 If Yes, are they lined: Yes No Unknown
 Is more than one heat source vented through one flue? Yes No Unknown
 Had a chimney fire: Yes No Unknown
 Has chimney(s) been inspected? Yes No Unknown
 If Yes, date: n/a
 Date chimney(s) last cleaned: unknown
 Direct/Power Vent(s): Yes No Unknown
 Has vent(s) been inspected? Yes No Unknown
 If Yes, date: n/a
 Comments: none
 Source of Section III information: seller

SECTION IV – HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property? Yes No Unknown
 If Yes, are tanks in current use? Yes No Unknown
 If no longer in use, how long have they been out of service? n/a
 If tanks are no longer in use, have tanks been abandoned according to DEP? Yes No Unknown
 Are tanks registered with DEP? Yes No Unknown
 Age of tank(s): n/a Size of tank(s): n/a
 Location: n/a

Buyer Initials _____

Seller Initials MA

KL

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

What materials are, or were, stored in the tank(s)? n/a

Have you experienced any problems such as leakage: Yes No Unknown

Comments: none

Source of information: seller

B. ASBESTOS — Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? Yes No Unknown

In the ceilings? Yes No Unknown

In the siding? Yes No Unknown

In the roofing shingles? Yes No Unknown

In flooring tiles? Yes No Unknown

Other: Yes No Unknown

Comments: none

Source of information: seller

C. RADON/AIR - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: n/a By: n/a

Results: n/a

If applicable, what remedial steps were taken? n/a

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: n/a

Source of information: seller

D. RADON/WATER - Current or previously existing:

Has the property been tested? Yes No Unknown

If Yes: Date: n/a By: n/a

Results: n/a

If applicable, what remedial steps were taken? n/a

Has the property been tested since remedial steps? Yes No Unknown

Are test results available? Yes No

Results/Comments: n/a

Source of information: seller

E. METHAMPHETAMINE - Current or previously existing: Yes No Unknown

Comments: n/a

Source of information: seller

Buyer Initials _____

Seller Initials ML RE

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

F. LEAD-BASED PAINT/PAINT HAZARDS — (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes No Unknown Unknown (but possible due to age)

If Yes, describe location and basis for determination: n/a

Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: Yes No

If Yes, describe: n/a

Are you aware of any cracking, peeling or flaking paint? Yes No

Comments: n/a

Source of information: seller

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: Yes No Unknown

LAND FILL: Yes No Unknown

RADIOACTIVE MATERIAL: Yes No Unknown

Other: _____

Source of information: seller

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION V — ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? Yes No Unknown

If Yes, explain: see proposed deed

Source of information: seller

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? Yes No Unknown

If No, who is responsible for maintenance? seller

Road Association Name (if known): n/a

Source of information: seller

Buyer Initials _____

Seller Initials MT RL

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

SECTION VI – FLOOD HAZARD

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

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

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

During the time the seller has owned the property:

Have any flood events affected the property? Yes No Unknown

If Yes, explain: Two winter storms in January 2024 caused damage to the Shore Path.

Have any flood events affected a structure on the property? Yes No Unknown

If Yes, explain: N/A

Has any flood-related damage to a structure occurred on the property? Yes No Unknown

If Yes, explain: N/A

Has there been any flood insurance claims filed for a structure on the property? Yes No Unknown

If Yes, indicate the dates of each claim: N/A

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? Yes No Unknown

If Yes, indicate the date of each payment: N/A

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? Yes No Unknown

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

Zone AE (EL15)

Relevant Panel Number: 23009C1014D Year: 7/20/2016 (Attach a copy)

Comments: none

Source of Section VI information: seller

Buyer Initials _____

Seller Initials _____

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

SECTION VII – GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....

..... Yes No Unknown

If Yes, explain: Homestead Exemption

Is a Forest Management and Harvest Plan available?..... Yes No Unknown

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: n/a

Year Principal Structure Built: 1962

What year did Seller acquire property? 1961

Roof: Year Shingles/Other Installed: 1961

Water, moisture or leakage: none known

Comments: none

Foundation/Basement:

Is there a Sump Pump? Yes No Unknown

Water, moisture or leakage since you owned the property: Yes No Unknown

Prior water, moisture or leakage? Yes No Unknown

Comments: some water in basement during storms

Mold: Has the property ever been tested for mold? Yes No Unknown

If Yes, are test results available? Yes No

Comments: none

Electrical: Fuses Circuit Breaker Other: n/a Unknown

Comments: circuit breaker and fuses 200 amp

Has all or a portion of the property been surveyed? Yes No Unknown

If Yes, is the survey available? Yes No Unknown

Manufactured Housing – Is the residence a:

Mobile Home Yes No Unknown

Modular Yes No Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure Yes No Unknown

Comments: none

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: none known

Comments: _____

Source of Section VII information: seller

Buyer Initials _____

Seller Initials ALH

RE

PROPERTY LOCATED AT: 2 Reef Point, Bar Harbor, ME 04609

SECTION VIII — ADDITIONAL INFORMATION

Seller is taking the clothes washer and dryer and security cameras.

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: Yes No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

Signed by: Martha Hobbs 8/16/2024
SELLER DATE SELLER DATE

DocuSigned by: Ripley Knickerbocker 8/20/2024
SELLER DATE SELLER DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER DATE BUYER DATE

BUYER DATE BUYER DATE

LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Martha Hobbs Ripley Knickerbocker
 _____ (hereinafter "Seller")
 AND _____
 _____ (hereinafter "Buyer")
 FOR PROPERTY LOCATED AT 2 Reef Point, Bar Harbor, ME 04609

Said contract is further subject to the following terms:

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 one below**):

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

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 one below**):

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

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

Buyer's Acknowledgment

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

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

(e) Buyer has (**check one below**):

_____ 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

_____ 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

⁰⁵ (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) 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.

Buyer	Date	Signed by: <u>Martha Hobbs</u>	8/16/2024
Buyer	Date	Signed by: <u>Ripley Knickerbocker</u>	8/20/2024
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Agent	Date	DocuSigned by: <u>Jason Saphire</u>	8/16/2024
Agent	Date	Agent	Date

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Lead-Based Paint


LEAD WARNING STATEMENT


Every purchaser of any interest in residential property on which a residential dwelling has 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 your 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 on inspection for possible lead-based paint hazards is recommended prior to purchase.


For more information about lead paint please call or email the Auction Company to receive an informational booklet or open the following hyperlink.

[Click here](#)

**Protect
Your
Family
From
Lead in
Your
Home**

 United States
Environmental
Protection Agency

 United States
Consumer Product
Safety Commission

 United States
Department of Housing
and Urban Development

September 2013



Fact Sheet: Arsenic Treated Wood

Maine CDC
Environmental and
Occupational Health Program

Department of Health and
Human Services
11 State House Station
Augusta, ME 04333

Toll Free in Maine: 866-292-3474
Fax: 207-287-3981
TTY: 207-287-8066
Email: ehu@maine.gov

IF YOU WORK WITH CCA WOOD

- **NEVER** burn CCA wood.
- Wear gloves when handling CCA wood
- Wear a dust mask when sanding or cutting CCA wood
- Don't work with CCA wood in an enclosed area (like a garage)

Apply a coating to seal the wood every 1-2 years

Does Your New Home Have Arsenic (CCA) Treated Wood?

About half of all Maine homes have a deck, or playground or some other structure that is made of wood treated with arsenic. This wood is called "CCA pressure-treated wood" or just "pressure-treated" wood. The wood was treated with arsenic to protect against rot and insects.

Too much arsenic can cause cancer. So it is good to prevent arsenic getting into your body when you can. When you touch wood treated with arsenic, you can get arsenic on your hands. The arsenic on your hands can get into your mouth if you are not careful about washing before eating. Young children are most at risk because they are more likely to put their hands in their mouths. The good news is that there are simple things you can do to protect yourself and your family from arsenic treated wood. This fact sheet will tell you how.



Children touching unsealed treated wood, and then putting their hands in their mouths is the biggest concern.

TO LEARN MORE

Eric Frohberg
Environmental and
Occupational Health
Program
Maine CDC
Toll-free in Maine 866-
292-3474
TTY: 207-287-8066
www.maine.gov/dhhs/
eohp

First: Does your house have arsenic treated (CCA) wood?

When arsenic treated wood is new, it tends to have a greenish tint. When CCA wood is older, it is harder to tell. Ask your realtor if the seller knows whether CCA wood was used. You can also test the wood to find out if it contains arsenic. Call us to find out how.

Second: If so, reduce contact with the arsenic.

You can lower the amount of arsenic on the surface of the wood by applying a coating on the wood every 1-2 years. Oil-based sealants, varnishes, or polyurethane work best for sealing arsenic in the wood. Be sure to wash your children's hands when they finish playing on or near CCA wood.

Third: If you have any questions, call us toll-free in Maine: 866-292-3474

Common Questions

What is CCA wood?

CCA wood is made by dipping the wood in a mixture of chemicals. These chemicals include chromium, copper, and arsenic. This protects the wood against insects and rot. This wood is known as CCA wood or "pressure treated" wood. Most pressure treated wood in the U.S. is CCA wood. After December 31, 2003, no more CCA wood will be made for use around homes. CCA wood may still be sold for home use until April 1, 2004 in the state of Maine.

What is Arsenic?

Arsenic is found in soil and rocks. Most people get a little arsenic every day from the food they eat. Also, some people have arsenic in their private wells, which is why it is important that anyone with a well have it tested for arsenic. People who are exposed to too much arsenic over many years are more likely to get cancer.

Have you tested your well water for arsenic?



Your water looks, smells and tastes fine. So why do you need to test it?

It is hard to believe that water that looks, smells and tastes fine may not be safe to drink. But the truth is that 1 in 10 wells in Maine has water that is high in arsenic. There are wells high in arsenic in all parts of Maine.

Protect your family. Test your well for arsenic every 3 to 5 years.

How to Test Your Well Water

1. Call a lab.

- Call a certified lab and ask for an arsenic test kit for your well water. You can find a lab at this website: wellwater.maine.gov. Or call the Maine Lab Certification Officer at 207-287-1929.
- If you have never tested your well water for bacteria, nitrites and nitrates, or other chemicals like radon, uranium and fluoride, ask your lab for a test kit for all of these.

2. Do the test.

- Your test kit will arrive in the mail. It will have empty bottles, directions and forms to fill out.
- Follow the directions and mail the bottles back to the lab with the forms.
- Watch a video on how to do a water test: youtube.com/user/MainePublicHealth

3. Get your results.

- Your test results will come to you in the mail.
- If you have too much arsenic in your water, or if you are not sure you understand your test results, call 866-292-3474 (toll-free in Maine) or 207-287-4311 to speak to an expert.

Why Arsenic is Bad

People who drink water with too much arsenic for many years are more likely to get cancer. Arsenic can cause skin, bladder and lung cancers.

It may cause low birthweight and affect brain development in babies if pregnant women drink water with too much arsenic in it. Arsenic can also affect brain development in young children. Other problems from drinking water with very high arsenic levels include: stomach pain, nausea, diarrhea, numbness or tingling in the hands and feet and changes in skin.

Your chance of having any of these health problems depends on:

- how much arsenic is in your water;
- how much water you drink;
- how long you have been drinking the water.

Solving Arsenic Problems

There are actions you can take to protect your family if your water has too much arsenic. First, you can switch to bottled water for drinking and making drinks. This will allow you time to decide if you want to install a water treatment system.

Call us at 866-292-3474 (toll-free in Maine) or 207-287-4311 if you have high arsenic. We can help you decide how to solve the problem.

Protect your family. Test your well.

- For more information: wellwater.maine.gov
- Call for advice: **866-292-3474 • TTY: Call Maine Relay 711**



Paul R. LePage, Governor

Mary C. Mayhew, Commissioner

April 2015



CLEARY LAW OFFICE, P.A.

with offices in Ellsworth and Bar Harbor

Connor Coggins, Esq.

20 Oak Street, Ellsworth, ME 04605

Phone: (207) 669-4599

Fax: (207) 669-8314

email: documents@clearylloffices.com

August 20, 2024

Martha F. Hobbs
2 Reef Point Rd.
Bar Harbor, ME 04609

RE: 2 Reef Point Road, Bar Harbor, Maine 04605

Dear Martha,

This is to certify that, unless otherwise hereinstated, I have examined the records in the Registry of Deeds for Hancock County within and for the County of Hancock and State of Maine, to August 20, 2024 and all instruments of record therein as reflected by indices affecting the title of the premises described in a deed from Martha F. Hobbs to Donald E. Hobbs dated July 13, 2006 and recorded in Book 4543, Page 302 at the Hancock County Registry of Deeds.

I further certify that in my opinion Clear and marketable title to the premises therein described was conveyed, and title to the said premises is in Martha F. Hobbs and the Donald E. Hobbs Family Trust by virtue of a Release Deed dated September 12, 2000 from Donald E. Hobbs to Martha F. Hobbs and recorded in Book 2961, Page 240 at the Hancock County Registry of Deeds and by virtue of a Deed of Distribution dated August 15, 2016 from the Estate of Donald E. Hobbs to the Donald E. Hobbs Family Trust recorded in Book 6619, Page 259 at the said Registry of Deeds, in fee simple, free and clear of all encumbrances, except for the following:

1. Mortgage Deed from Martha F. Hobbs, Trustee, et al to Bar Harbor Savings and Loan Association, with an original principal amount of \$150,000.00 dated March 11, 2022 and recorded in Book 7194, Page 953 at said Registry of Deeds;
2. Easement and Modification Agreement by and between Anita I. Yelverton, et al recorded February 21, 2018 in Book 6876, Page 27 at said Registry of Deeds.

SUBJECT TO THE FOLLOWING:

1. Possibility of local assessments, current taxes, and local building and zoning ordinances, except as stated herein.
2. My examination revealed no mechanic or labor liens against said premises, but liens of this nature may be recorded until the expiration of 90 days from the last date that services were rendered or materials supplied.

3. Any bankruptcy proceeding, and any and all provisions of any ordinance, municipal regulation or private law.
4. Any condition which an examination or survey of said premises might reveal.
5. Any defect arising from failure to comply with Truth in Lending Acts, so-called.
6. Any persons in possession and those claiming under leases for a term of less than two years.
7. My examination does not indicate any marital property disposition in accordance with Title 19, M.R.S.A., Sec. 721 through 725, 1964 as amended; however, such interest affecting marital property may be recorded within 60 days from the date of the Order of Divorce.
8. Questions as to possible encroachments, whether the buildings and improvements are located entirely within the described premises, and availability of public water supply and sewer, drainage, other utilities, and public access roads are not covered by this opinion. If in doubt, a survey or investigation may be deemed advisable.
9. To the extent not of record in the Registry of Deeds, this opinion does not cover any private and special law, municipal ordinance or regulations, public law, ordinance or regulation related to zoning, subdivisions, environmental protection, minimum lot size, or other land use controls.
10. Exact geographical location and exact land area encompassed is not covered by this opinion.
11. The search discloses no restrictions, covenants or conditions affecting the premises which have been recorded since February 15, 1950, which have to do with race, color or creed.

Very truly yours,

Connor Coggins, Esq.
Attorney at Law

REAL ESTATE PURCHASE & SALE AGREEMENT

The undersigned purchaser, as the successful bidder at a certain auction of the real property described below or on Exhibit A & B, herein agrees to purchase said real estate in accordance with the following terms and conditions:

- | | |
|---|---|
| 1. Seller(s): Martha F. Hobbs and
Donald E. Hobbs Family Trust
Street: 2 Reef Point
City/State/Zip: Bar Harbor, ME 04609
Telephone #: _____ | Buyer(s): _____
Street: _____
City/State/Zip: _____
Telephone #: _____ |
|---|---|

2. Property: Land Land & Buildings Condo Other: _____
 Street Address: 2 Reef Point City/Town: Bar Harbor
 County: Hancock State: Maine

Also known as Tax Map 105, Lot 41, and as described on the attached Exhibit A Quitclaim Deed and Exhibit B Trustee Deed.

- | | |
|---|----------|
| 3. BID PRICE (HAMMER PRICE): | \$ _____ |
| 7% BUYER'S PREMIUM: | \$ _____ |
| TOTAL PURCHASE PRICE DUE FROM BUYER: | \$ _____ |
| INITIAL DEPOSIT, to be held by Paul McInnis LLC Escrow Account, Receipt of which is acknowledged and is NON-REFUNDABLE: | |
| 10% of the total purchase price. | \$ _____ |
| Additional Deposit: (If any): | \$ _____ |
| BALANCE DUE AT TRANSFER OF TITLE: | \$ _____ |

4. Transfer of Title: In accordance with the terms of the auction sale, title shall be transferred and the balance of the purchase price paid on or before November 1st, 2024 at a time and place to be agreed upon. If no time and place is agreed upon, title shall be transferred at Cleary Law Office P.A., 20 Oak Street, Ellsworth, Maine on Friday, November 1st at 11:00 a.m.

 Seller

 Buyer

5. Title shall be transferred by two deeds, one quitclaim and one trustee deed free of all liens, subject to all easements and restrictions of record. Buyer acknowledges that Buyer has determined the status of the real estate title and agrees to take title to the property "as is".
6. Seller shall keep the premises insured during the term of this Agreement. In the event of damage by fire, or other casualty, with loss greater than \$10,000 the Seller shall either restore the premises to their former condition or the Buyer, at his election, may cancel this Agreement, in which case this Agreement shall be void, or accept the premises in its then condition together with proceeds of such insurance which Seller agrees to assign to Buyer if Buyer so elects.
7. Real estate taxes, utilities (*including unused oil or gas in the fuel tank if applicable*) and any water or sewer (*if any*) charges against the property shall be apportioned as of the date of transfer of title.
8. Buyer is purchasing the property "as is" and waives all building, environmental, radon and all other inspections and tests of the property of any kind (*other than a lead paint inspection as outlined in item #15 if applicable*). Buyer acknowledges the receipt of the Property Disclosure attached hereto and incorporated herein by reference.
9. This Agreement is NOT contingent on Buyer obtaining financing for the purchase price.
10. This Instrument is to be construed as a Maine contract; is to take effect as a sealed instrument; sets forth the entire contract between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyers and Sellers, their obligation hereunder shall be joint and several.
11. TIME IS OF THE ESSENCE as to all dates referenced in this contract. Where necessary to effectuate the intent of the parties, the Agreement shall survive the closing.
12. Personal property included: stove and refrigerator
13. All representations, statements and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on his behalf.
14. Seller and Buyer agree that Paul McInnis LLC is exclusively responsible for bringing about this sale and that no commission is due any other broker or agent, except as follows:

15. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

LEAD PAINT: Before 1978, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

Note: lead paint/lead paint hazards – Federal law requires that individuals purchasing residential housing built before 1978 receive a 10-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Buyer acknowledges that they are given the opportunity to conduct such risk assessment or inspection within the next 10 days. Buyer also acknowledges that results of such risk assessment or

Seller

Buyer

inspection will NOT affect any terms of this Real Estate Purchase & Sale Agreement included but not limited to the price and terms agreed upon as well as the buyers' decision to go forward with the purchase of the property.

16. Addenda Attached ___Yes, X No

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

Seller – Martha F. Hobbs Date

Seller – Martha F. Hobbs, Trustee Date

Seller – Ripley Knickerbocker, Date
Disinterested Trustee

Purchaser: Date

Purchaser: Date

Revised: February 2019

© 2024 Paul McInnis LLC

Seller

Buyer

QUITCLAIM DEED with COVENANT

MARTHA F. HOBBS, with a mailing address of 2 Reef Point Road, Bar Harbor, Maine 04609, for consideration paid, grants to _____, with a mailing address _____, with QUITCLAIM COVENANT, a certain lot or parcel of land, together with any improvements thereon, situated in Bar Harbor, Hancock County, Maine, bounded and described in EXHIBIT A, attached hereto and made a part hereof.

WITNESS my/her hand(s) and seal(s) this _____ day of _____, 2024.

Witness

MARTHA F. HOBBS

STATE OF _____

COUNTY OF _____, ss.

Dated: _____, 2024

Personally appeared the above named, Martha F. Hobbs, and acknowledged the foregoing instrument to be her free act and deed.

Before Me,

Notary Public

Printed Name

Commission expiration _____

Exhibit A

A certain lot or parcel of land, together with any buildings or improvements thereon, situated in Bar Harbor and bounded and described as follows:

“FIRST LOT: Beginning at the Southwesterly corner of a stone pier in the northerly line of land of Frances K. Coleman, said corner bearing South eighty-three degrees, thirty-four minutes East (S. 83° 34' E.) of and thirty and eight tenths (30.8) feet distant from a stone bound set in the ground marking the point of beginning in the description of the First Parcel in deed from Beatrix Cadwalader Farrand to Robert W. Patterson, dated January 31, 1956 and recorded in Book 780, Page 391 of the Hancock County Registry of Deeds, and also marking the southeasterly corner of land of Frances K. Coleman lying westerly of Reef Point; thence North eighty-three degrees thirty-four minutes West (N. 83° 34' W.) thirty and eight tenths (30.8) feet to the stone bound marking the southeasterly corner of land of Frances K. Coleman; thence North three degrees fifty minutes East (N. 3° 50' E.), but always following the easterly line of land of Frances K. Coleman, nineteen and two tenths (19.2) feet to a point; thence in the same course (N. 3° 50' E.), but always following said easterly line of land of Frances K. Coleman marked by a wooden fence, as shown on “Plan showing property of Joseph Testa et als at Bar Harbor, Me. Aug. 1958,” ninety-nine (99) feet to a stone bound at the southwesterly corner of land conveyed by Robert W. Patterson to Louise R. Smith by deed dated August 1st, 1956, recorded in Book 787, Page 332 of the Hancock County Registry of Deeds; thence North sixty-eight degrees forty-two minutes East (N. 68° 42' E.), always following line of land of Louise R. Smith, one hundred twenty-six and seven tenths (126.7) feet to a stone bound marking an angle in the line of land of Louise R. Smith; thence North forty-five degrees thirty-one minutes East (N. 45° 31' E.), always following line of land conveyed by Robert W. Patterson to Louise R. Smith by deed dated June 5, 1958, recorded in Book 808, Page 471 in said Registry, one hundred seventeen and nine tenths (117.9) feet to a stone post at an angle in line of land of Louise R. Smith; thence North fifty degrees twenty minutes East (N. 50° 20' E.), but always following line of land of Louise R. Smith, one hundred ninety-one and six tenths (191.6) feet to the southeasterly corner of a large stone pier in the line of a wooden fence which runs along the westerly side of the Shore Path, so-called, said stone pier being marked Pier C on Plan of property of Louise R. Smith at Bar Harbor, Me., recorded with aforesaid deed dated June 5, 1958; thence continuing in the same course (N. 50° 20' E.) to low water mark of Frenchman’s Bay; thence in a generally southeasterly direction, but always following low water mark of said Bay, to a point bearing North seventy-six degrees fifty-six minutes East (N. 76° 56' E.) from an iron pipe driven in the ground in the westerly side of said Shore Path; thence South seventy-six degrees fifty-six minutes West (S. 76° 56' W.), but always following line of land of Joseph M. Testa and Irene Testa, to high water mark; thence in same course (S. 76° 56' W.), but always: following line of land of said Testas, thirty-five (35) feet, more or less, to said iron pipe driven in the ground; thence continuing on same course (S. 76° 56' W.), but always following line of land of said Testas, three hundred twenty-one (321) feet to an iron pipe driven in the ground; thence in the

following courses and distances along line of land of Joseph M. Testa and Irene Testa; South eighty-seven degrees fifty-two minutes West (S. 87° 52' W.) forty-eight and two tenths (48.2) feet to a pipe in the ground; thence South eighty-six degrees forty minutes West (S. 86° 40' W.) fifty-six and eight tenths (56.8) feet to an iron pipe in the ground; thence South sixty degrees thirteen minutes West (S. 60° 13' W.) forty-six and five-tenths (46.5) feet to an iron pipe in the ground; thence South twenty-eight degrees thirty minutes West (S. 28° 30' W.) sixty-seven and eight tenths (67.8) feet to the southeasterly corner of a stone pier; thence South nine degrees thirty minutes East (S. 9° 30' E.) sixteen and five tenths (16.5) feet to the point of beginning; containing one and seventy-eight one hundredths (1.78) of an acre.

Together with a right of way for all purposes of a way as appurtenant to the land herein conveyed, to be used in common with others having similar rights therein, upon and over a piece of land formerly of Christine K. Griffin, now of Frances K. Coleman, described in a deed from George V.N. Baldwin to Mary Cadwalader Jones dated March 23, 1883 and recorded in Book 187, Page 351 in said Registry as follows:

Commencing at a stone bound in the northerly line of said new road and westerly line of said grantor and running South eighty-six degrees ten minutes East (S. 86° 10' E.) two (2) rods to a stone; thence turning and running South one degree West (S. 1° W.) two (2) rods to a stone; thence turning and running North eighty-six degrees ten minutes West (N. 86° 10' W.) to a stone on the south line of said new road; thence turning and running along the line of the eastern end of said new road two (2) rods to the place of beginning; being a parcel two (2) rods square adjoining said conveyed parcel.

There is also hereby conveyed as appurtenant to the land herein conveyed a right of drainage described in deed of Christine K. Griffin to Mary Cadwalader Jones dated December 27, 1883 and recorded in Book 191, Page 360 of said Registry as follows:

Also as appurtenant to every part of said parcel herein conveyed, the right to lay and maintain such drains through my remaining land adjoining said herein conveyed parcel as said grantee may desire; together with the right to enter upon my said remaining land at reasonable times and in a reasonable manner, for the purpose of laying, constructing, maintaining and repairing such drains - all and each of these rights aforesaid, however, extending only to such drains as may be suitable and properly constructed, and not extending to such drains as may be or become a nuisance upon my said premises. No right to create any nuisance is herein conferred.

The within described premises are conveyed subject to a right of way for all purpose of a way conveyed by Donald E. Hobbs to Joseph M. Testa and Irene Testa by deed dated September 23, 1958, to be used in common by the grantor in said deed, his heirs and assigns, and the Grantees therein, their heirs and assigns, more particularly described as follows:

Beginning at the starting point in the description of the lot hereinbefore described; thence North nine degrees thirty minutes West (N. 9° 30' W.) sixteen and five-tenths (16.5) feet to the southeasterly corner of a stone pier; thence North twenty-eight degrees thirty minutes East (N. 28° 30' E.) sixty-seven and eight tenths (67.8) feet to an iron pipe driven in the ground; thence North sixty degrees thirteen minutes East (N. 60° 13' E.) forty-six and five tenths (46.5) feet to an iron pipe driven in the ground; thence North eighty-six degrees forty minutes East (N. 86° 40' E.) fifty-six and eight tenths (56.8) feet to an iron pipe driven in the ground; thence North eighty-seven degrees fifty-two minutes East (N. 87° 52' E.) forty-eight and two tenths (48.2) feet to an iron pipe driven in the ground; thence North two degrees eight minutes West (N. 2° 8' W.) twelve (12) feet to a point marking the northeasterly corner of said right of way strip; thence generally westerly and generally southwesterly, but always parallel to and twelve (12) feet distant from the above-described easterly and Southerly side of said right of way strip, to a point bearing North seventy-nine degrees no minutes West (N. 79° 0' W.) of and being twelve (12) feet, more or less, distant from the southeasterly corner of a stone pier in the easterly side of said right of way strip, said stone pier bearing North nine degrees thirty minutes West (N. 9° 30' W.) from and being sixteen and five tenths (16.5) feet from the point of beginning; thence from the southeasterly corner of said stone pier North seventy-nine degrees no minutes West (N. 79° 0' W.) twelve (12) feet, more or less, to a point in the easterly line of land of Frances K. Coleman; thence South three degrees fifty minutes West (S. 3° 50' W.) nineteen and two tenths (19.2) feet to a stone bound set in the ground marking the point of beginning in the description of the First Parcel in aforesaid deed from Beatrix Cadwalader Farrand to Robert W. Patterson and the southeasterly corner of land of Frances K. Coleman; thence South eighty-three degrees thirty-four minutes East (S. 83° 34' E.) thirty and eight tenths (30.8) feet to the point of beginning.

The within described property is conveyed subject to certain water line rights described in deed of Robert W. Patterson to Louise R. Smith dated August 1, 1956, recorded in Book 787, Page 332 of said Registry; in deed of Robert W. Patterson to Louise R. Smith, dated June 5, 1958, recorded in book 818, page 471 in said Registry; and in deed of Donald E. Hobbs to Joseph M. Testa and Irene Testa dated September 23, 1958, recorded in book 825, page 376.

The Grantee, for itself, its successors and assigns, by the acceptance of this deed, covenants and agrees that no building or structure of any kind, other than a swimming pool, shall ever be erected easterly of "Covenant Line B" as shown on said plan, this covenant to run with the land and be forever binding upon the property shown as "Donald Hobbs" lot on said plan; and the Grantee further covenants and agrees to insert a like covenant and restriction in any deed of the property shown as the "Donald Hobbs" lot on said plan.

The covenant contained in said deed from Donald E. Hobbs to Joseph M. Testa and Irene Testa, dated September 23, 1958, against erection of buildings on part of the "Joseph Testa" lot as shown on said plan is for the benefit of the "Donald Hobbs" lot as shown thereon, and the

covenants herein contained against said erection of buildings on part of the "Donald Hobbs" lot as shown on said plan is for the benefit of the "Joseph Testa" lot shown thereon.

Course references herein are to magnetic north 1958 except where descriptions are quoted from other deeds.

Reference is made to deed from Edwin R. Smith to Donald E. Hobbs and Martha F. Hobbs dated October 2, 1958 and recorded in book 826, page 227 of the Hancock County, Maine, Registry of Deeds.

EXCEPTING from the above-described premises and not hereby conveying that parcel of land together with a right of way over the area shown on said plan as conveyed by Donald E. Hobbs and Martha F. Hobbs to Louise R. Smith by deed dated December 24, 1959 and recorded in book 854, page 231 of the Hancock County, Maine, Registry of Deeds."

ALSO, a certain lot or parcel of land conveyed by Edwin R. Smith to Donald E. Hobbs and Martha F. Hobbs by deed acknowledged April 23, 2000 and recorded in the Hancock County, Maine, Registry of Deeds in Book 2914, Page 588, described in said deed as follows:

"Beginning at a stone post set in the ground at a point located south four degrees eleven minutes West (S. 4° 11' W.) and seventeen and nine tenths (17.9) feet from an angle point, which angle point is located South thirty-six degrees fifty-one minutes East (S. 36° 51' E.) and twenty-one and sixty-one one hundredths (21.61) feet from a number 5 rebar set in the ground near an easterly side line of the grantor; which iron rebar is situated South thirty-five degrees eight minutes thirty-eight seconds West (S. 35° 8' 38" W.) and one hundred ninety-three, and seventy-eight one hundredths (193.78) feet from a number 5 rebar set in the ground with surveyor's identification number 1091; thence from said stone bound South forty-five degrees thirty-one minutes West (S. 45° 31' W.), but always following a northwesterly side line of land of Donald E. Hobbs and Martha F. Hobbs, ninety-six and one tenth (96.1) feet to a stone bound marking an angle point mentioned in the description of the side line in a deed from Edwin R. Smith to Donald E. Hobbs and Martha F. Hobbs, dated October 2, 1958 and recorded on October 6, 1958 in book 826, page 227; thence South forty-three degrees thirty-three minutes West (S. 43° 33' W.), but always following a current northwesterly side line of land of Donald E. Hobbs and Martha F. Hobbs, which side line was created in a deed from Donald E. Hobbs et al to Louise R. Smith recorded in book 854, page 231, seventy-eight and eighteen one hundredths (78.18) feet to a point on said side line; thence North forty-eight degrees twenty-seven minutes sixteen seconds West (N. 48° 27' 16" W.) one and three one hundredths (1.03) feet to an above-mentioned number 5 rebar, with surveyor's identification number 1091 set in the ground; thence North thirty-five degrees eight minutes thirty-eight seconds East (N. 35° 8' 38" E.) one hundred ninety-two and forty-four one hundredths (192.44) feet to a point on a northeasterly side line of land of Edwin R. Smith, which point is located South thirty-five degrees eight minutes thirty-eight

seconds West (S. 35° 8' 38" W.) and one and thirty-four one hundredths (1.34) feet from an above-mentioned number 5 rebar set in the ground; thence from said point South thirty-six degrees fifty-one minutes East (S. 36° 51' E.) twenty-one and sixty-one one hundredths (21.61) feet to an angle point; thence South four degrees eleven minutes West (S. 4° 11' W.) seventeen and nine tenths (17.9) feet to said stone bound set in the ground at the point of beginning. Containing 2,971 square feet.

Also with certain parcel lot or parcel of land as conveyed in deed from Louise R. Smith to Donald E. Hobbs and Martha F. Hobbs dated March 7, 1960 recorded in book 857, page 453 of the Hancock County Registry of Deeds.

“Beginning at a stone bound set in the ground in the southerly line of a lot of land of Edward C. Williams and Richard C. Williams, said stone bound bearing South eighty-seven degrees forty-two minutes East of and thirty-five and six-tenths feet from a stone bound set in the ground marking the northeasterly corner of a lot of land described as conveyed by Robert W. Patterson to Louise R. Smith by deed dated August 1, 1957, and recorded in Book 787, Page 332 of the Hancock County Registry of Deeds; thence south eighty-seven degrees forty-two minutes east following the line of a wooden fence one hundred nine and nine-tenths feet to the center of a stone pier marking an angle in the line of said fence at the westerly side of the Shore Path, so-called; thence continuing in the same course (S. 87° 42° E.) to low water mark of Frenchman’s Bay; thence in a generally southeasterly direction, but always following low water mark of said Bay, to a point bearing North forty-nine degrees thirty-nine minutes East from the southeasterly corner of a large stone pier in the line of a wooden fence which runs along the southwesterly side of the Shore Path, so-called, said stone pier being marked Pier C. on Plan of property of Louise R. Smith at Bar Harbor, Me., duly recorded in Registry of Deeds; thence South forty-nine degrees thirty-nine minutes West to said southeasterly corner of said stone pier; thence South fifty-seven degrees eight minutes West, but always following the northwesterly line of a lot described as conveyed by Louise R. Smith to Donald E. Hobbs and Martha F. Hobbs by deed dated December 23, 1959, and recorded in Book 854, Page 237 of said Registry of Deeds, one hundred ninety-one and two-tenths feet to an iron pipe driven in the ground marking an angle point in the northwesterly line of said lot; thence South four degrees eleven minutes West, but always following the westerly line of lot of land of Donald E. Hobbs and Martha F. Hobbs as aforesaid, sixteen feet to a point at or near the center of a driveway; thence North thirty-six degrees fifty-one minutes West forty-nine and eight-tenths feet to a point; thence North four degrees twenty-one minutes East one hundred thirty-nine and two-tenths feet to the point of beginning and containing 0.48 acres, course references herein are to magnetic North 1958.”

There is hereby reserved to Louise R. Smith, her heirs and assigns, a right of way for all purposes of a way ten feet in width as appurtenant to remaining land of Louise R. Smith, across the within conveyed premises in the course of a roadway as now appearing on the ground from

said remaining land lying westerly of the within conveyed premises to low water mark of Frenchman's Bay.

The Grantees by the acceptance of this deed covenant and agree for themselves, their heirs and assigns, that no building shall ever be erected on the referenced lot, this covenant to run with the land. The Grantees further covenant and agree for themselves, their heirs and assigns, that they will insert a like covenant against building on the within conveyed premises in any future deed of the within conveyed premises.

EXCEPTING from the above described the "SMITH SHORE LOT," being a lot of land conveyed by Donald E. Hobbs and Martha F. Hobbs to Chadbourn H. Smith and Marion M. Smith by deed dated April 28, 2000 and recorded in said Registry in Book 2914, Page 594. Said excepted lot in said deed is described as follows:

Beginning at a stone bound set in the ground in the Southerly line of a lot of land formerly of Edward C. Williams and Richard C. Williams, said stone bound bearing South eighty-seven degrees forty-two minutes East (S. 87° 42' E.) of and thirty-five and six tenths (35.6) feet from a stone bound set in the ground marking the northeasterly corner of a lot of land described as conveyed by Robert W. Patterson to Louise R. Smith by deed dated August 1, 1956 and recorded in Book 787, Page 332; thence South eighty-seven degrees eighteen minutes thirty-two seconds East (S. 87° 18' 32" E.) following the line of a wooden fence one hundred ten and eighty-two one hundredths (110.82) feet to the center of a stone pier marking an angle in the line of said fence at the westerly side of the Shore Path, so called; thence continuing on said course (S. 87° 18' 32" E.) to the low water mark of Frenchman's Bay; thence in a generally southeasterly direction, but always following the low water mark of said Bay, to a point bearing south eighty-seven degrees eighteen minutes thirty-two seconds East (S. 87° 18' 32" E.) from a number 5 rebar set in the ground next to a fence post; thence North eighty-seven degrees eighteen minutes thirty-two seconds West (N. 87° 18' 32" W.) to a retaining wall supporting said Shore Path; thence continuing on Said course (N. 87° 18' 32" W.) seventeen and twenty-six one hundredths (17.26) feet to said number 5 rebar next to a fence post, which number 5 rebar is located approximately South fifty-four degrees forty-seven minutes fifty-two Seconds East (S. 54° 47' 52" E.) and nineteen and seventy-three one hundredths (19.73) feet from said stone pier; thence from said number 5 rebar near said fence post, South seventy-one degrees eleven minutes three seconds West (S. 71° 11' 3" W.), passing through two additional number 5 rebars with surveyor's identification number 1091 set in the ground, one hundred thirty-seven and eighty-four one hundredths (137.84) feet to a number 5 rebar with surveyor's identification number 1091 set in the ground on the easterly line of land of Chadbourn H. Smith and Marion M. Smith described in said deed from Edwin R. Smith recorded in Book 1697, Page 230; thence North two degrees twenty-seven minutes fifty-three seconds East (N. 2° 27' 53" E.), but always following said easterly side line, sixty and thirty-three one hundredths (60.33) feet to said stone bound set in the ground at the point of beginning. Containing 4,434 square feet.

Edwin R. Smith, Chadbourn H. Smith and Marion M. Smith released a right of way to Donald E. Hobbs and Martha F. Hobbs by deed dated April 28, 2000 and recorded in Book 2914, Page 590, which right of way merged in the title of the grantees.”

Reference may be had to a deed from Martha F. Hobbs to Donald E. Hobbs dated July 13, 2006 and recorded in Book 4543, Page 302 at the Hancock County Registry of Deeds and deed dated August 15, 2016 from the Estate of Donald E. Hobbs to the Donald E. Hobbs Family Trust recorded in Book 6619, Page 259 at the said Registry of Deeds.

SUBJECT TO an easement modification agreement by and between Anita I. Yelverton, et al dated February 13, 2018 and recorded in Book 6876, Page 27 at the said Registry of Deeds.

TRUSTEES DEED

MARTHA F. HOBBS, TRUSTEE OF THE DONALD E. HOBBS FAMILY TRUST, as amended, and **RIPLEY KNICKERBOCKER, DISINTERESTED TRUSTEE OF THE DONALD E. HOBBS FAMILY TRUST**, as amended, with a mailing address of 2 Reef Point Road, Bar Harbor, Maine 04609, by the power conferred by the Maine Uniform Trust Code and every other power, for consideration paid, grant to _____, with a mailing address of _____, as joint tenants, a certain lot or parcel of land, together with any improvements thereon, situated in Bar Harbor, Hancock County, Maine, bounded and described in EXHIBIT A, attached hereto and made a part hereof.

WITNESS my/our hand(s) and seal(s) this _____ day of _____, 2024.

DONALD E. HOBBS FAMILY TRUST

Witness

MARTHA F. HOBBS, TRUSTEE

STATE OF _____

COUNTY OF _____, ss. Dated: _____, 2024

Personally appeared the above named, Martha F. Hobbs, in said capacity, and acknowledged the foregoing instrument to be her free act and deed and on behalf of said Donald E. Hobbs Family Trust.

Before Me,

Notary Public

Printed Name
Commission expiration _____

WITNESS my/our hand(s) and seal(s) this _____ day of _____, 2024.

DONALD E. HOBBS FAMILY TRUST

Witness

RIPLEY KNICKERBOCKER, DISINTERESTED TRUSTEE

STATE OF _____
COUNTY OF _____, ss. Dated: _____, 2024

Personally appeared the above named, Ripley Knickerbocker, in said capacity, and acknowledged the foregoing instrument to be his free act and deed and on behalf of said Donald E. Hobbs Family Trust.

Before Me,

Notary Public

Printed Name

Commission expiration _____

Exhibit A

A certain lot or parcel of land, together with any buildings or improvements thereon, situated in Bar Harbor and bounded and described as follows:

“FIRST LOT: Beginning at the Southwesterly corner of a stone pier in the northerly line of land of Frances K. Coleman, said corner bearing South eighty-three degrees, thirty-four minutes East (S. 83° 34' E.) of and thirty and eight tenths (30.8) feet distant from a stone bound set in the ground marking the point of beginning in the description of the First Parcel in deed from Beatrix Cadwalader Farrand to Robert W. Patterson, dated January 31, 1956 and recorded in Book 780, Page 391 of the Hancock County Registry of Deeds, and also marking the southeasterly corner of land of Frances K. Coleman lying westerly of Reef Point; thence North eighty-three degrees thirty-four minutes West (N. 83° 34' W.) thirty and eight tenths (30.8) feet to the stone bound marking the southeasterly corner of land of Frances K. Coleman; thence North three degrees fifty minutes East (N. 3° 50' E.), but always following the easterly line of land of Frances K. Coleman, nineteen and two tenths (19.2) feet to a point; thence in the same course (N. 3° 50' E.), but always following said easterly line of land of Frances K. Coleman marked by a wooden fence, as shown on “Plan showing property of Joseph Testa et als at Bar Harbor, Me. Aug. 1958,” ninety-nine (99) feet to a stone bound at the southwesterly corner of land conveyed by Robert W. Patterson to Louise R. Smith by deed dated August 1st, 1956, recorded in Book 787, Page 332 of the Hancock County Registry of Deeds; thence North sixty-eight degrees forty-two minutes East (N. 68° 42' E.), always following line of land of Louise R. Smith, one hundred twenty-six and seven tenths (126.7) feet to a stone bound marking an angle in the line of land of Louise R. Smith; thence North forty-five degrees thirty-one minutes East (N. 45° 31' E.), always following line of land conveyed by Robert W. Patterson to Louise R. Smith by deed dated June 5, 1958, recorded in Book 808, Page 471 in said Registry, one hundred seventeen and nine tenths (117.9) feet to a stone post at an angle in line of land of Louise R. Smith; thence North fifty degrees twenty minutes East (N. 50° 20' E.), but always following line of land of Louise R. Smith, one hundred ninety-one and six tenths (191.6) feet to the southeasterly corner of a large stone pier in the line of a wooden fence which runs along the westerly side of the Shore Path, so-called, said stone pier being marked Pier C on Plan of property of Louise R. Smith at Bar Harbor, Me., recorded with aforesaid deed dated June 5, 1958; thence continuing in the same course (N. 50° 20' E.) to low water mark of Frenchman’s Bay; thence in a generally southeasterly direction, but always following low water mark of said Bay, to a point bearing North seventy-six degrees fifty-six minutes East (N. 76° 56' E.) from an iron pipe driven in the ground in the westerly side of said Shore Path; thence South seventy-six degrees fifty-six minutes West (S. 76° 56' W.), but always following line of land of Joseph M. Testa and Irene Testa, to high water mark; thence in same course (S. 76° 56' W.), but always: following line of land of said Testas, thirty-five (35) feet, more or less, to said iron pipe driven in the ground; thence continuing on same course (S. 76° 56' W.), but always following line of land of said Testas, three hundred twenty-one (321) feet to an iron pipe driven in the ground; thence in the following courses and distances along line of land of Joseph M. Testa and Irene Testa; South eighty-seven degrees fifty-two minutes West (S. 87° 52' W.) forty-eight and two tenths (48.2)

feet to a pipe in the ground; thence South eighty-six degrees forty minutes West (S. 86° 40' W.) fifty-six and eight tenths (56.8) feet to an iron pipe in the ground; thence South sixty degrees thirteen minutes West (S. 60° 13' W.) forty-six and five-tenths (46.5) feet to an iron pipe in the ground; thence South twenty-eight degrees thirty minutes West (S. 28° 30' W.) sixty-seven and eight tenths (67.8) feet to the southeasterly corner of a stone pier; thence South nine degrees thirty minutes East (S. 9° 30' E.) sixteen and five tenths (16.5) feet to the point of beginning; containing one and seventy-eight one hundredths (1.78) of an acre.

Together with a right of way for all purposes of a way as appurtenant to the land herein conveyed, to be used in common with others having similar rights therein, upon and over a piece of land formerly of Christine K. Griffin, now of Frances K. Coleman, described in a deed from George V.N. Baldwin to Mary Cadwalader Jones dated March 23, 1883 and recorded in Book 187, Page 351 in said Registry as follows:

Commencing at a stone bound in the northerly line of said new road and westerly line of said grantor and running South eighty-six degrees ten minutes East (S. 86° 10' E.) two (2) rods to a stone; thence turning and running South one degree West (S. 1° W.) two (2) rods to a stone; thence turning and running North eighty-six degrees ten minutes West (N. 86° 10' W.) to a stone on the south line of said new road; thence turning and running along the line of the eastern end of said new road two (2) rods to the place of beginning; being a parcel two (2) rods square adjoining said conveyed parcel.

There is also hereby conveyed as appurtenant to the land herein conveyed a right of drainage described in deed of Christine K. Griffin to Mary Cadwalader Jones dated December 27, 1883 and recorded in Book 191, Page 360 of said Registry as follows:

Also as appurtenant to every part of said parcel herein conveyed, the right to lay and maintain such drains through my remaining land adjoining said herein conveyed parcel as said grantee may desire; together with the right to enter upon my said remaining land at reasonable times and in a reasonable manner, for the purpose of laying, constructing, maintaining and repairing such drains - all and each of these rights aforesaid, however, extending only to such drains as may be suitable and properly constructed, and not extending to such drains as may be or become a nuisance upon my said premises. No right to create any nuisance is herein conferred.

The within described premises are conveyed subject to a right of way for all purpose of a way conveyed by Donald E. Hobbs to Joseph M. Testa and Irene Testa by deed dated September 23, 1958, to be used in common by the grantor in said deed, his heirs and assigns, and the Grantees therein, their heirs and assigns, more particularly described as follows:

Beginning at the starting point in the description of the lot hereinbefore described; thence North nine degrees thirty minutes West (N. 9° 30' W.) sixteen and five-tenths (16.5) feet to the southeasterly corner of a stone pier; thence North twenty-eight degrees thirty minutes East (N. 28° 30' E.) sixty-seven and eight tenths (67.8) feet to an iron pipe driven in the ground; thence North sixty degrees thirteen minutes East (N. 60° 13' E.) forty-six and five tenths (46.5) feet to

an iron pipe driven in the ground; thence North eighty-six degrees forty minutes East (N. 86° 40 E.) fifty-six and eight tenths (56.8) feet to an iron pipe driven in the ground; thence North eighty-seven degrees fifty-two minutes East (N. 87° 52' E.) forty-eight and two tenths (48.2) feet to an iron pipe driven in the ground; thence North two degrees eight minutes West (N. 2° 8' W.) twelve (12) feet to a point marking the northeasterly corner of said right of way strip; thence generally westerly and generally southwesterly, but always parallel to and twelve (12) feet distant from the above-described easterly and Southerly side of said right of way strip, to a point bearing North seventy-nine degrees no minutes West (N. 79° 0' W.) of and being twelve (12) feet, more or less, distant from the southeasterly corner of a stone pier in the easterly side of said right of way strip, said stone pier bearing North nine degrees thirty minutes West (N. 9° 30' W.) from and being sixteen and five tenths (16.5) feet from the point of beginning; thence from the southeasterly corner of said stone pier North seventy-nine degrees no minutes West (N. 79° 0' W.) twelve (12) feet, more or less, to a point in the easterly line of land of Frances K. Coleman; thence South three degrees fifty minutes West (S. 3° 50' W.) nineteen and two tenths (19.2) feet to a stone bound set in the ground marking the point of beginning in the description of the First Parcel in aforesaid deed from Beatrix Cadwalader Farrand to Robert W. Patterson and the southeasterly corner of land of Frances K. Coleman; thence South eighty-three degrees thirty-four minutes East (S. 83° 34' E.) thirty and eight tenths (30.8) feet to the point of beginning.

The within described property is conveyed subject to certain water line rights described in deed of Robert W. Patterson to Louise R. Smith dated August 1, 1956, recorded in Book 787, Page 332 of said Registry; in deed of Robert W. Patterson to Louise R. Smith, dated June 5, 1958, recorded in book 818, page 471 in said Registry; and in deed of Donald E. Hobbs to Joseph M. Testa and Irene Testa dated September 23, 1958, recorded in book 825, page 376.

The Grantee, for itself, its successors and assigns, by the acceptance of this deed, covenants and agrees that no building or structure of any kind, other than a swimming pool, shall ever be erected easterly of "Covenant Line B" as shown on said plan, this covenant to run with the land and be forever binding upon the property shown as "Donald Hobbs" lot on said plan; and the Grantee further covenants and agrees to insert a like covenant and restriction in any deed of the property shown as the "Donald Hobbs" lot on said plan.

The covenant contained in said deed from Donald E. Hobbs to Joseph M. Testa and Irene Testa, dated September 23, 1958, against erection of buildings on part of the "Joseph Testa" lot as shown on said plan is for the benefit of the "Donald Hobbs" lot as shown thereon, and the covenants herein contained against said erection of buildings on part of the "Donald Hobbs" lot as shown on said plan is for the benefit of the "Joseph Testa" lot shown thereon.

Course references herein are to magnetic north 1958 except where descriptions are quoted from other deeds.

Reference is made to deed from Edwin R. Smith to Donald E. Hobbs and Martha F. Hobbs dated October 2, 1958 and recorded in book 826, page 227 of the Hancock County, Maine, Registry of Deeds.

EXCEPTING from the above-described premises and not hereby conveying that parcel of land together with a right of way over the area shown on said plan as conveyed by Donald E. Hobbs and Martha F. Hobbs to Louise R. Smith by deed dated December 24, 1959 and recorded in book 854, page 231 of the Hancock County, Maine, Registry of Deeds.”

ALSO, a certain lot or parcel of land conveyed by Edwin R. Smith to Donald E. Hobbs and Martha F. Hobbs by deed acknowledged April 23, 2000 and recorded in the Hancock County, Maine, Registry of Deeds in Book 2914, Page 588, described in said deed as follows:

“Beginning at a stone post set in the ground at a point located south four degrees eleven minutes West (S. 4° 11' W.) and seventeen and nine tenths (17.9) feet from an angle point, which angle point is located South thirty-six degrees fifty-one minutes East (S. 36° 51' E.) and twenty-one and sixty-one one hundredths (21.61) feet from a number 5 rebar set in the ground near an easterly side line of the grantor; which iron rebar is situated South thirty-five degrees eight minutes thirty-eight seconds West (S. 35° 8' 38" W.) and one hundred ninety-three, and seventy-eight one hundredths (193.78) feet from a number 5 rebar set in the ground with surveyor’s identification number 1091; thence from said stone bound South forty-five degrees thirty-one minutes West (S. 45° 31' W.), but always following a northwesterly side line of land of Donald E. Hobbs and Martha F. Hobbs, ninety-six and one tenth (96.1) feet to a stone bound marking an angle point mentioned in the description of the side line in a deed from Edwin R. Smith to Donald E. Hobbs and Martha F. Hobbs, dated October 2, 1958 and recorded on October 6, 1958 in book 826, page 227; thence South forty-three degrees thirty-three minutes West (S. 43° 33' W.), but always following a current northwesterly side line of land of Donald E. Hobbs and Martha F. Hobbs, which side line was created in a deed from Donald E. Hobbs et al to Louise R. Smith recorded in book 854, page 231, seventy-eight and eighteen one hundredths (78.18) feet to a point on said side line; thence North forty-eight degrees twenty-seven minutes sixteen seconds West (N. 48° 27' 16" W.) one and three one hundredths (1.03) feet to an above-mentioned number 5 rebar, with surveyor’s identification number 1091 set in the ground; thence North thirty-five degrees eight minutes thirty-eight seconds East (N. 35° 8' 38" E.) one hundred ninety-two and forty-four one hundredths (192.44) feet to a point on a northeasterly side line of land of Edwin R. Smith, which point is located South thirty-five degrees eight minutes thirty-eight seconds West (S. 35° 8' 38" W.) and one and thirty-four one hundredths (1.34) feet from an above-mentioned number 5 rebar set in the ground; thence from said point South thirty-six degrees fifty-one minutes East (S. 36° 51' E.) twenty-one and sixty-one one hundredths (21.61) feet to an angle point; thence South four degrees eleven minutes West (S. 4° 11' W.) seventeen and nine tenths (17.9) feet to said stone bound set in the ground at the point of beginning. Containing 2,971 square feet.

Also with certain parcel lot or parcel of land as conveyed in deed from Louise R. Smith to Donald E. Hobbs and Martha F. Hobbs dated March 7, 1960 recorded in book 857, page 453 of the Hancock County Registry of Deeds.

“Beginning at a stone bound set in the ground in the southerly line of a lot of land of Edward C. Williams and Richard C. Williams, said stone bound bearing South eighty-seven degrees forty-two minutes East of and thirty-five and six-tenths feet from a stone bound set in the ground marking the northeasterly corner of a lot of land described as conveyed by Robert W. Patterson to Louise R. Smith by deed dated August 1, 1957, and recorded in Book 787, Page 332 of the Hancock County Registry of Deeds; thence south eighty-seven degrees forty-two minutes east following the line of a wooden fence one hundred nine and nine-tenths feet to the center of a stone pier marking an angle in the line of said fence at the westerly side of the Shore Path, so-called; thence continuing in the same course (S. 87° 42° E.) to low water mark of Frenchman’s Bay; thence in a generally southeasterly direction, but always following low water mark of said Bay, to a point bearing North forty-nine degrees thirty-nine minutes East from the southeasterly corner of a large stone pier in the line of a wooden fence which runs along the southwesterly side of the Shore Path, so-called, said stone pier being marked Pier C. on Plan of property of Louise R. Smith at Bar Harbor, Me., duly recorded in Registry of Deeds; thence South forty-nine degrees thirty-nine minutes West to said southeasterly corner of said stone pier; thence South fifty-seven degrees eight minutes West, but always following the northwesterly line of a lot described as conveyed by Louise R. Smith to Donald E. Hobbs and Martha F. Hobbs by deed dated December 23, 1959, and recorded in Book 854, Page 237 of said Registry of Deeds, one hundred ninety-one and two-tenths feet to an iron pipe driven in the ground marking an angle point in the northwesterly line of said lot; thence South four degrees eleven minutes West, but always following the westerly line of lot of land of Donald E. Hobbs and Martha F. Hobbs as aforesaid, sixteen feet to a point at or near the center of a driveway; thence North thirty-six degrees fifty-one minutes West forty-nine and eight-tenths feet to a point; thence North four degrees twenty-one minutes East one hundred thirty-nine and two-tenths feet to the point of beginning and containing 0.48 acres, course references herein are to magnetic North 1958.”

There is hereby reserved to Louise R. Smith, her heirs and assigns, a right of way for all purposes of a way ten feet in width as appurtenant to remaining land of Louise R. Smith, across the within conveyed premises in the course of a roadway as now appearing on the ground from said remaining land lying westerly of the within conveyed premises to low water mark of Frenchman’s Bay.

The Grantees by the acceptance of this deed covenant and agree for themselves, their heirs and assigns, that no building shall ever be erected on the referenced lot, this covenant to run with the land. The Grantees further covenant and agree for themselves, their heirs and assigns, that they will insert a like covenant against building on the within conveyed premises in any future deed of the within conveyed premises.

EXCEPTING from the above described the “SMITH SHORE LOT,” being a lot of land conveyed by Donald E. Hobbs and Martha F. Hobbs to Chadbourn H. Smith and Marion M. Smith by deed dated April 28, 2000 and recorded in said Registry in Book 2914, Page 594. Said excepted lot in said deed is described as follows:

Beginning at a stone bound set in the ground in the Southerly line of a lot of land formerly of Edward C. Williams and Richard C. Williams, said stone bound bearing South eighty-seven degrees forty-two minutes East (S. 87° 42' E.) of and thirty-five and six tenths (35.6) feet from a stone bound set in the ground marking the northeasterly corner of a lot of land described as conveyed by Robert W. Patterson to Louise R. Smith by deed dated August 1, 1956 and recorded in Book 787, Page 332; thence South eighty-seven degrees eighteen minutes thirty-two seconds East (S. 87° 18' 32" E.) following the line of a wooden fence one hundred ten and eighty-two one hundredths (110.82) feet to the center of a stone pier marking an angle in the line of said fence at the westerly side of the Shore Path, so called; thence continuing on said course (S. 87° 18' 32" E.) to the low water mark of Frenchman's Bay; thence in a generally southeasterly direction, but always following the low water mark of said Bay, to a point bearing south eighty-seven degrees eighteen minutes thirty-two seconds East (S. 87° 18' 32" E.) from a number 5 rebar set in the ground next to a fence post; thence North eighty-seven degrees eighteen minutes thirty-two seconds West (N. 87° 18' 32" W.) to a retaining wall supporting said Shore Path; thence continuing on Said course (N. 87° 18' 32" W.) seventeen and twenty-six one hundredths (17.26) feet to said number 5 rebar next to a fence post, which number 5 rebar is located approximately South fifty-four degrees forty-seven minutes fifty-two Seconds East (S. 54° 47' 52" E.) and nineteen and seventy-three one hundredths (19.73) feet from said stone pier; thence from said number 5 rebar near said fence post, South seventy-one degrees eleven minutes three seconds West (S. 71° 11' 3" W.), passing through two additional number 5 rebars with surveyor's identification number 1091 set in the ground, one hundred thirty-seven and eighty-four one hundredths (137.84) feet to a number 5 rebar with surveyor's identification number 1091 set in the ground on the easterly line of land of Chadbourn H. Smith and Marion M. Smith described in said deed from Edwin R. Smith recorded in Book 1697, Page 230; thence North two degrees twenty-seven minutes fifty-three seconds East (N. 2° 27' 53" E.), but always following said easterly side line, sixty and thirty-three one hundredths (60.33) feet to said stone bound set in the ground at the point of beginning. Containing 4,434 square feet.

Edwin R. Smith, Chadbourn H. Smith and Marion M. Smith released a right of way to Donald E. Hobbs and Martha F. Hobbs by deed dated April 28, 2000 and recorded in Book 2914, Page 590, which right of way merged in the title of the grantees."

Reference may be had to a deed from Martha F. Hobbs to Donald E. Hobbs dated July 13, 2006 and recorded in Book 4543, Page 302 at the Hancock County Registry of Deeds and deed dated August 15, 2016 from the Estate of Donald E. Hobbs to the Donald E. Hobbs Family Trust recorded in Book 6619, Page 259 at the said Registry of Deeds.

SUBJECT TO an easement modification agreement by and between Anita I. Yelverton, et al dated February 13, 2018 and recorded in Book 6876, Page 27 at the said Registry of Deeds.

How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at: auction.paulmcinnis.com/auctions (refer to the Due Diligence Checklist contained in the property information package). Finally, submit your bidder registration form with the required bidder deposit to the Auctioneer.

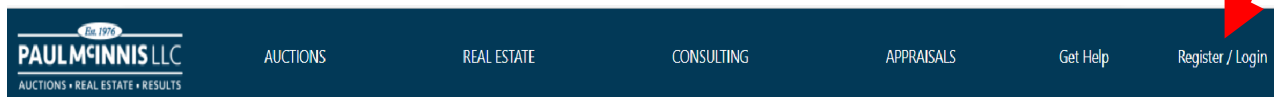
The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to admin@paulmcinnis.com or sent electronically through Dotloop. To use Dotloop, send your request to admin@paulmcinnis.com.

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BIDDING STARTS: Monday, September 16th at 9:00 a.m.
BIDDING ENDS: Wednesday, September 18th at 1:00 p.m.
PROPERTY: 2 Reef Point, Bar Harbor, Maine

FIRST NAME, MIDDLE INITIAL, & LAST NAME
HOME ADDRESS
CITY, STATE, & ZIP CODE
MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)
EMAIL ADDRESS

Registration: At the time of registration, you will be required to deliver your refundable bidder deposit of \$50,000 either by physical check or E-check. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and providing the required earnest money deposit at time and place of sale) you hereby authorize the Auction Company to retain your \$50,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$50,000 U.S. dollars.

Terms: A \$50,000 deposit by check or e-check will be delivered to the auction company as a qualification to bid. Successful bidder to deliver earnest money totaling 10% of the total purchase price no later than, Thursday, September 19th at 1:00 p.m. with the balance due at closing within 45 days of the auction. A 7% Buyer's Premium will be added to the high bid price to become the total purchase price. Property is being sold free and clear of all liens by 2 Deeds, Quitclaim Deed and Trustee Deed. The sale is subject to confirmation of the Trustee.

I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.

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SIGNATURE OF BIDDER:

DATE:

24PM-16 Reviewed by:
