

**Purchase & Sale Agreement**  
**(Lots #4-#7: Buckfield, Oxford County, Maine)**

This Agreement is entered into this 12<sup>th</sup> day of June, 2015, by and between Northeast Bank, having a place of business at 500 Canal Street, Lewiston, Maine, hereinafter sometimes called the "**SELLER**", and

(name) \_\_\_\_\_

(address) \_\_\_\_\_  
\_\_\_\_\_

(telephone) \_\_\_\_\_ (ofc) \_\_\_\_\_ (res)

(SS#) \_\_\_\_\_ (SS#) \_\_\_\_\_

County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter sometimes called the "**BUYER**".

**Witnesseth**

WHEREAS, SELLER is desirous of selling all its rights, title and interest in and to certain land and buildings situated in the County of Kennebec and State of Maine, located in **Buckfield, Oxford County, Maine**, all as more particularly bounded and described in **Exhibit A**, a copy of which is attached hereto and made a part hereof (the "Real Estate"); and

WHEREAS, BUYER is desirous of purchasing said Real Estate at said public sale for the sum of

(\$ \_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_.

NOW THEREFORE, the SELLER, in consideration of the deposit of Twenty Thousand Dollars (\$20,000.00) at the time of the execution of this Agreement, all of which is nonrefundable and the receipt thereof is hereby acknowledged by SELLER, in immediately available U.S. funds, does hereby agree to sell and convey the Real Estate described to the said BUYER for the aggregate sum of \$ \_\_\_\_\_ (the "Purchase Price") and the said BUYER agrees to purchase the same for the said price upon the following terms and conditions:

1. The BUYER agrees to pay an additional deposit of \$ \_\_\_\_\_ by June 17, 2015, making the total deposit \$ \_\_\_\_\_ (representing 10% of the Purchase Price). The SELLER AGREES, at the time of closing and upon receipt of

the balance due of the Purchase Price, to execute and deliver to the BUYER a Mortgagee's Release Deed describing the Real Estate.

2. BUYER acknowledges that they have had an opportunity to inspect said Real Estate and that the Real Estate is to be conveyed in its entirety "AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any express or implied warranties of any kind or nature.
3. BUYER agrees, at closing, to pay SELLER the balance of the Purchase Price in immediately available U.S. funds.
4. Closing shall be held at such time and place as is convenient to the parties hereto, but in no event any later than twenty-eight days (28) from the date hereof at the office of the SELLER. It is mutually agreed that time is of the essence to this Agreement and said closing.
5. Remedies of SELLER: If BUYER fails to pay the Purchase Price in full within the time set forth and/or fails to comply with any of the provisions of the Agreement, SELLER, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Real Estate may be resold in any manner to any party and any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting BUYER. If the BUYER defaults under this Agreement, in addition to other remedies, the Seller shall have the right to assign the BUYER'S rights under this Agreement to SELLER or a third party.
6. Possession: BUYER shall only be entitled to possession of the Real Estate at closing. The Real Estate may be occupied by third parties at the time of the sale and closing, and the Real Estate is sold subject to any claims such third parties may have to continue possession.
7. Real Estate Taxes: All outstanding real estate taxes, including taxes assessed but unbilled, shall be the responsibility of the BUYER.
8. Transfer Taxes: All real estate transfer taxes shall be the responsibility of the BUYER at closing.
9. Other Assessments: All other unpaid assessments and charges due to municipal or quasi-municipal corporations (if any), including sewer, water, and the like due shall be the responsibility of the BUYER.
10. The Terms and Conditions of Sale attached hereto as **Exhibit B** are incorporated herein by reference.
11. Risk of Loss: The risk of loss with respect to the Real Estate shall be with the BUYER.

IN WITNESS WHEREOF the parties have hereunto set their hands on the date first mentioned.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

SELLER:  
NORTHEAST BANK

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Its:  
Printed name:

**EXHIBIT A**

Tract I, Parcel A (Merrill Farm/Ghost Place)

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A certain lot or parcel of land, with the buildings thereon, situated in Buckfield, Oxford County, Maine and being a part of the Lysander Lowe Farm, so-called, and also being part of lots #10 and 11 in third range of lots in the Western Division of said Buckfield, containing 100 acres, more or less.

Being a portion of the premises described in a deed from Kendall W. Cooper to K. W. Cooper & Sons, LLC recorded in the Oxford County Registry of Deeds, (Eastern District) in Book 3518, Page 149

TRACT I, Parcel B

**DESCRIPTION OF PROPERTY LOCATED ON THE NORTHERLY SIDELINE  
OF THE PARIS HILL ROAD IN THE TOWN OF BUCKFIELD, MAINE**

**NEWSAP HOUSE LOT -**

A certain parcel of land with buildings and improvements thereon, situated on the northerly side of the Paris Hill Road in the Town of Buckfield, County of Oxford, State of Maine and being more particularly described as follows:

Beginning at a 3/8" capped rebar on the assumed northerly sideline of the Paris Hill Road. Said rebar also being at the southwest corner of land now or formerly of Jacob & Melissa Hackett as described in a deed dated July 12, 2001 and recorded in the Oxford County Registry of Deeds in Book 2969, Page 326;

Thence, S 88° 19' 48" W by the assumed northerly sideline of said Paris Hill Road and a stone wall, a distance of fifty-five and 50/100 feet (55.50') to an angle point in said wall;

Thence, S 84° 28' 52" W by the assumed northerly sideline of said Paris Hill Road and a stone wall, a distance of one hundred forty-four and 02/100 feet (144.02') to an angle point in said wall;

Thence, S 79° 10' 17" W by the assumed northerly sideline of said Paris Hill Road and a stone wall, a distance of one hundred thirty-two and 91/100 feet (132.91') to an angle point in said wall;

Thence, S 58° 16' 50" W the assumed northerly sideline of said Paris Hill Road and a stone wall, a distance of two hundred thirty-eight and 40/100 feet (238.40') to a point at the southeast corner of land now or formerly of J. W. Peas Holding Company as described in a deed dated April 14, 2008 and recorded in said Registry in Book 4289, Page 252;

Thence, N 32° 11' 39" W by the easterly sideline of said J. W. Peas Holding Company, a distance of one hundred eighty and 00/100 feet (180.00') to a point;

Thence, S 62° 28' 42" W by the northerly sideline of said J. W. Peas Holding Company, a distance of two hundred twenty and 00/100 feet (220.00') to a point;

Thence, S 24° 40' 11" E by the westerly sideline of said J. W. Peas Holding Company, a distance of two hundred twenty-five and 00/100 feet to a point on the assumed northerly sideline of said Paris Hill Road;

Thence, S 51° 26' 56" W by the assumed northerly sideline of said Paris Hill Road, a distance of one forty-five and 36/100 feet (145.36') to an angle point in said road;

Thence, S 61° 14' 45" W by the assumed northerly sideline of said Paris Hill Road, a distance of one hundred forty-seven and 75/100 feet (147.75') to an angle point in said road;

Thence, S 69° 42' 57" W by the assumed northerly sideline of said Paris Hill Road, a distance of one hundred thirty-six and 59/100 feet (136.59') to an angle point in said road;

Thence, S 76° 16' 25" W by the assumed northerly sideline of said Paris Hill Road, a distance of seventy-three and 96/100 feet (73.96') to an angle point in said road;

Thence, S 81° 17' 01" W by the assumed northerly sideline of said Paris Hill Road, a distance of forty-seven and 10/100 feet (47.10') to a 5/8" capped rebar at the southeast corner of land now or formerly of Gary M. & Mary J. Freeman as described in a deed dated September 30, 2002 and recorded in said Registry in Book 3173, Page 279;

Thence, N 10° 24' 06" W by the easterly sideline of said Freeman, a distance of one hundred fifty-one and 32/100 feet (151.32') to a 5/8" capped rebar;

Thence, S 80° 16' 05" W by the northerly sideline of said Freeman, a distance of fifty-four and 78/100 feet (54.78') to a 5/8" capped rebar on the easterly sideline of an old discontinued road referred to as the Darnit Cross Road (a.k.a Keene Road);

Thence, S 80° 16' 05" W a distance of twenty-four and 75/100 feet (24.75') to a point in the apparent centerline of the old discontinued Darnit Cross Road;

Thence, N 09° 06' 07" W by the apparent centerline of the old discontinued Darnit Cross Road, a distance of two thousand nine hundred sixty-six and 17/100 feet (2966.17') to a point in said apparent centerline of the old discontinued Darnit Cross Road;

Thence, N 79° 05' 39" E a distance of twenty-four and 75/100 feet (24.75') to a corner of a stone wall at the apparent southwest corner of land now or formerly of Eric John & Marilyn L. Benker as described in a deed dated February 21, 1969 and recorded in said Registry in Book 675, Page 178;

Thence, N 79° 05' 39" E by the southerly sideline of said Benker and in part by a stone wall, a distance of two hundred eighteen and 84/100 feet (218.84') to an angle point in said stone wall;

Thence, N 80° 19' 54" E the southerly sideline of said Benker and in part by a stone wall, a distance of seven hundred eight and 75/100 feet (708.75') to an angle point in said stonewall;

Thence, N 80° 06' 15" E the southerly sideline of said Bonker and in part by a stone wall, a distance of four hundred twenty-three and 69/100 feet (423.69') to a 5/8" capped rebar at the end of a stonewall on the westerly sideline of land now or formerly of Blaise B. Knightly as described in a deed dated September 17, 1959 and recorded in said Registry in Book 586, Page 575;

Thence, S 09° 34' 19" E by the westerly sideline of said Knightly and said stonewall, a distance of four hundred forty-one and 47/100 feet (441.47') to an angle point in said stonewall;

Thence, S 09° 27' 03" E by the westerly sideline of said Knightly and said stonewall, a distance of three hundred thirty-two and 79/100 feet (332.79') to an angle point in said stonewall;

Thence, S 09° 15' 19" E by the westerly sideline of said Knightly and said stonewall, a distance of four hundred fifty-seven and 65/100 feet (457.65') to an angle point in said stonewall;

Thence, S 08° 50' 40" E by the westerly sideline of said Knightly and said stonewall, a distance of two hundred seventy-four and 33/100 feet (274.33') to an angle point in said stonewall;

Thence, S 08° 46' 18" E by the westerly sideline of said Knightly and the westerly sideline of said Hackett and said stonewall, a distance of one thousand two hundred seventy-seven and 98/100 feet (1277.98') to the POINT OF BEGINNING.

The bearings above referred to are referenced to Magnetic North as observed August 2009. The above described parcel contains 91.5 acres more or less. All 5/8" capped rears are further identified with a cap inscribed Davis Surveying PLS 2208. This description also conveys whatever interest to the apparent centerline of the old discontinued Damit Cross Road. Reference may be had to a plan of a survey dated August 13, 2009 for Cooper Farms, LLC by Davis Land Surveying Mechanic Falls, Maine.

Meaning and intending to describe a parcel of land with exceptions, known as the Cooper Homestead Farm and the same conveyed to Kenneth P. Cooper and *Maie Cooper* from Christopher A. Cooper from Charles W. & *Maie Cooper* as described in a deed dated July 24, 1973 and recorded in the Oxford County Registry of Deeds in Book 806, Page 260.

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TRACT I, Parcel C

DESCRIPTION OF PROPERTY LOCATED ON THE SOUTHERLY SIDELINE  
OF THE PARIS HILL ROAD IN THE TOWN OF BUCKFIELD, MAINE

NEWB HALL LOT -

A certain parcel of land with buildings and improvements thereon, situated on the southerly side of the Paris Hill Road in the Town of Buckfield, County of Oxford, State of Maine and being more particularly described as follows:

Beginning at a 5/8" capped rebar on the assumed southerly sideline of the Paris Hill Road, said rebar also being at the northwest corner of land now or formerly of Todd M. & Kerl Monte as described in a deed dated September 05, 2003 and recorded in the Oxford County Registry of Deeds in Book 3369, Page 320;

Thence, S 85° 39' 46" W by the assumed southerly sideline of said Paris Hill Road and in part by a stonewall, a distance of two hundred and 15/100 feet (200.15') to an angle point in said road;

Thence, S 78° 05' 38" W by the assumed southerly sideline of said Paris Hill Road, a distance of one hundred twenty-two and 35/100 feet (122.35') to an angle point in said road;

Thence, S 58° 16' 50" W by the assumed southerly sideline of said Paris Hill Road, a distance two hundred thirty and 68/100 feet (230.68') to an angle point in said road;

Thence, S 51° 26' 56" W by the assumed southerly sideline of said Paris Hill Road, a distance three hundred sixty-nine and 27/100 feet (369.27') to a 5/8" capped rebar at the northeast corner of land now or formerly of Catherine Hunt as described in a deed dated July 15, 2004 and recorded in said Registry in Book 3554, Page 148;

Thence, S 16° 07' 38" E by the easterly sideline of said Hunt, a distance of two hundred four and 80/100 feet (204.80') to a 5/8" capped rebar;

Thence, S 73° 52' 22" W by the southerly sideline of said Hunt, a distance of one hundred ninety eight and 00/100 feet (198.00') to a 5/8" capped rebar;

Thence, N 16° 07' 38" W by the westerly sideline of said Hunt, a distance of one hundred sixty-five and 00/100 feet (165.00') to a 5/8" capped rebar on the assumed southerly sideline of said Paris Hill Road;

Thence, S 69° 42' 57" W by the assumed southerly sideline of said Paris Hill Road, a distance of one hundred seven and 61/100 feet (107.61') to an angle point in said road;

Thence, S 76° 16' 25" W by the assumed southerly sideline of said Paris Hill Road, a distance of eighty and 63/100 feet (80.63') to an angle point in said road;

Thence, S 82° 27' 00" W by the assumed southerly sideline of said Paris Hill Road, a distance of one hundred twenty-seven and 19/100 feet (127.19') to a 5/8" capped rebar at the northeast corner of land now or formerly of Peter Bennett as described in a deed dated August 03, 1984 and recorded in said Registry in Book 1334, Page 139;

Thence, S 09° 01' 16" E in part by a stonewall and old barbed wire fence and by the easterly sideline of said Bennett and land now or formerly of Barbara Bennett as described in a deed dated March 03, 2005 and recorded in said Registry in Book 3683, Page 257, a distance of one thousand ninety-one and 67/100 feet (1091.67') to an angle point in said stonewall;

Thence, S 71° 41' 22" E by the northerly sideline of said Bennett and by said stonewall, a distance of seventy-one and 71/100 feet (71.71') to an angle point in said stonewall;

Thence, S 07° 53' 00" E by the easterly sideline of said Bennett and said stonewall, a distance of one hundred seventy-one and 75/100 feet (171.75') to a corner in said stonewall;

Thence, S 83° 26' 26" W by the southerly sideline of said Bennett and said stonewall, a distance of seventy-four and 87/100 feet (74.87') to a point in said stonewall at the northeast corner of land now or formerly of K. W. Cooper & Sons, LLC as described in a deed dated May 26, 2004 and recorded in said Registry in Book 3518, Page 149 and being parcel 4-2 of said deed;

Thence, S 08° 47' 55" E by the easterly sideline of said K. W. Cooper & Sons, LLC and in part by a stonewall, a distance of six hundred forty-four and 15/100 feet (644.15') to a 5/8" capped rebar inscribed JKL Survey PLS 2216 at the northwest corner of land now or formerly of Gary M. & Mary J. Freeman as described in a deed dated November 04, 2002 and recorded in said Registry in Book 3195, Page 319;

Thence, N 89° 31' 12" E by the northerly sideline of said Freeman and a stonewall, a distance of one thousand three hundred seventy-three and 31/100 feet (1373.31') to a 5/8" capped rebar inscribed JKL Survey PLS 2216;

Thence, N 80° 30' 37" E by the northerly sideline of said Freeman and a stonewall, a distance of four hundred twenty-two and 34/100 feet (422.34') to a corner of a stonewall and

Thence, N 10° 52' 38" E by the westerly sideline of said Lunau and in part by a stonewall, a distance of nine hundred sixty-six and 01/100 feet (966.01') to a 5/8" capped rebar;

Thence, N 73° 51' 01" W by the southerly sideline of said Lunau and in part by a stonewall, a distance of five hundred eighteen and 43/100 feet (518.43') to the end of said stonewall;

Thence, N 08° 55' 34" E by the westerly sideline of said Lunau and in part by a stonewall and old barbed wire fence, a distance of six hundred seventy-two and 90/100 feet (672.90') to a drill hole at the intersection of two stonewalls at the southeast corner of said Monto;

Thence, S 80° 56' 31" W by the southerly sideline of said Monto and in part by a stonewall and old barbed wire fence, a distance of four hundred sixty-five and 58/100 feet (465.58') to a corner of said stonewall;

Thence, N 08° 46' 18" W by the westerly sideline of said Monto and in part by a stonewall and old barbed wire fence, a distance of seven hundred twenty and 86/100 feet (720.86') to the POINT OF BEGINNING.

The bearings above referred to are referenced to Magnetic North as observed August 2009. The above described parcel contains 88.6 acres more or less. All 5/8" capped rears are further identified with a cap inscribed Davis Surveying PLS 2208. Reference may be had to a plan of a survey dated August 13, 2009 for Cooper Farms, LLC by Davis Land Surveying Mechanic Falls, Maine. Meaning and intending to describe a portion of land as conveyed to Christopher A. Cooper from Charles W. & C. Mae Cooper as described in a deed dated July 24, 1973 and recorded in the Oxford County Registry of Deeds in Book 806, Page 260 and parcel A-4 as described in a deed to K. W. Cooper & Sons, LLC from Kendall W. Cooper as described in deed dated August 29, 2005 and recorded in the Oxford County Registry of Deeds in Book 378A, Page 271.

Kenneth  
P. Cooper  
and.

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Mae Cooper

Tract 1, Parcel D (New Orchard)

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Bk: 449B Pg: 192

A certain lot or parcel of land located in Buckfield, Oxford County, Maine, situated on North Hill, so-called, on the highway leading from Buckfield to East Hebron, bounded on the north, south and west by land now or formerly of Stanley E. Foster and on the east by said highway leading from Buckfield to East Hebron, said land to contain six acres, more or less, the same being enclosed by a stone wall.

Excepting from the above described premises, the land heretofore conveyed by K. W. Cooper & Sons, LLC to David and Rebecca Anderson by deed dated June 7, 2006 and recorded with the Oxford County Registry of Deeds (Eastern District) in Book 3950, Page 314.

Being a portion of the premises described in a deed from Kendall W. Cooper to K. W. Cooper & Sons, LLC recorded in the Oxford County Registry of Deeds; (Eastern District) in Book 3518, Page 149.



## EXHIBIT B

### ADDITIONAL TERMS AND CONDITIONS OF SALE

1. Terms of Sale:

A. The sale is subject to all of those terms set forth in the Notice of Public Sale dated May 6, 2015, and recorded in the Oxford County Registry of Deeds in Book 5220, Page 538, including, but not limited to, the terms set forth below.

B. The Real Estate shall be sold as one lot or parcel subject to and with the benefit of all development rights, easements, appurtenances, restrictive covenants, rights of way of record, and any easements, restrictions and rights of way which are disclosed in the Notice of Sale or which are of record or which are visible upon the face of the earth or as set forth in the Purchase and Sale Agreement.

C. The Real Estate will be offered as an entirety and is being sold "**AS IS, WHERE IS, AND WITH ALL FAULTS.**" SELLER assumes that bidders have inspected the Real Estate prior to the sale. The Real Estate is offered for sale in its entirety "**AS IS, WHERE IS, AND WITH ALL FAULTS**" **unrepaired and without any express or implied warranties of any kind or nature.** Square footage dimensions are approximate and should be independently verified prior to bidding. The SELLER, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the property listings or advertising or promotional/publicity statements and/or materials. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Any information provided regarding the Real Estate is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or regarding the environmental, structural or mechanical condition of the Real Estate or the fitness of the Real Estate for any particular purpose.

2. Disclaimer: No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Real Estate, including improvements located underground, the location and/or boundaries of the Real Estate or improvements thereon, title to the Real Estate, environmental compliance, or its compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The BUYER shall assume responsibility and expense for any title search, title examination or title insurance. **THE SELLER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR**

**OTHERWISE LOCATED ON THE REAL ESTATE. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION.**

The SELLER specifically disclaims, and BUYER acknowledges that SELLER shall not be responsible for or obligated now or at any time in the future to, protect, exonerate, defend, indemnify and save BUYER or its successors or assigns, harmless from and against any loss, damage, cost, expense, clean-up or liability, including, but not limited to, attorneys' fees and court costs, and including, but not limited to such loss, damage, cost, expense or liability, based on personal injury, death, loss or damage to property suffered or incurred by any person, corporation or other legal entity, which may arise out of the presence of any such hazardous or toxic waste, substance, matter or material on the Real Estate.

3. Applicable Law: The auction of the Real Estate and the all other matters relating to the conveyance of the Real Estate shall be governed by the laws of the State of Maine.
4. Lead-based Paint and/or Lead-based Paint Hazards: Buyer hereby acknowledges that he/she has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards and has received a copy of the U.S. Environmental Protection Agency's pamphlet entitled "Protect Your Family From Lead In Your Home".