

APPLICATION FOR BUILDING PERMIT

Town of Machias, Maine

Building Permit request for:

- New Construction Expansion / Alteration
 Moving of Building Reconstruction / Replacement
 Conversion to another or different use

Date application received at Town Office: 3/13/19

Fee Paid \$ 35-

Recipients Initials: SJC

Name of Applicant: Cherryfield Farms, Inc. (Cherryfield Foods, Inc. - agent)

(or Agent)

Address of Applicant: 320 Ridge Road Cherryfield, Maine 04622

Attn: David Bell

Telephone: 546-7573 Ext. 3008

Address of Building(s): 51 Stackpole Road

Map 6A Lot 1

Proposed Use: (Describe briefly use of structure such as nature of business or residence, single or multi-family)

Convert Commercial business building owned by town of Machias to mixed use commercial business and employee housing for workers at Maine Wild Blueberry Co.

Indicate what other structures are located on the same lot and the uses:

Small out building formally used for a generator.

(Refer to Town of Machias Building Permit Ordinance 01/26/1989 in answering all applicable sections below.)

1. Yes No A waiver or variance is requested. (Attach separate sheet stating the request and reasons why you believe they should be allowed.)
2. Yes No A copy of the applicable town tax map showing lot location is attached.
3. Yes No The property is connected to the Machias Water Co. supply or can be connected. If the property is not, or cannot be connected to the Machias Water Co. supply, water will be provided by:
 Well Spring Other _____
4. Yes No The property is connected to Town of Machias sewer system or can be connected. Attach a copy of the Sewer Entrance Permit and include the location of the connection on the site plan if the project is to be connected to the Town of Machias sewer system.
5. Yes No A soil test has been conducted for installation of a septic system for sewage disposal. (Attach a copy of test document and diagram of the recommended septic location.)
6. Yes No A site plan showing all items listed in section 4A(3) of Machias Building Permit Ordinance is attached. The site plan should reflect the dimensions of the lot on which construction is to be undertaken specifically to include the road frontage measurement. The plan should also include setback distances for the proposed construction from each boundary and from the public road or private access road.
7. Yes No A copy of the deed, lease, purchase and sales agreement, or other evidence of ownership or control of the real estate is attached.
8. Yes No Will surface water drainage adversely affect any neighboring properties?
9. Yes No Will lighting reflect beyond lot lines or cause annoyance to neighboring properties?
10. Yes No Lot has a minimum of at least 100 feet of frontage on a town road or deeded private way.
11. Yes No The building lot is at least 15,000 square feet in size or larger.
12. Yes No The building setback will be at least 35 feet from the front of the lot.
13. Yes No Side and rear distances from the lot lines are at least 15 feet to proposed building.
14. Yes No The proposed structure will be no more than 50 feet above ground level, including chimneys, stacks or other protrusions that are part of the structure.
15. Yes No There will be safe vehicular entrance and exit to public or private roads that border the lot. (Indicate vehicle driveway on site plan.)
16. Yes No Will the proposed activity involve the installation or change of use of a driveway providing access to a state highway? If so, an entrance permit from the Department of Transportation must be obtained prior to any issuance of permits and attached to this application.
17. There will be No off street parking spaces as shown in site plan.

18. Commercial, industrial, and residential structures are required to comply with certain federal and/or state minimum standards and regulations

By initialing the items set forth below, the applicant is acknowledging awareness of, and compliance with, any applicable federal and state regulations and has attached copies of all approved permits that may be required. Indicate below which items apply to this building permit application and certify compliance by initialing the appropriate below:

Water Supply	_____	Water Pollution	_____	Flood Hazard Development Permit	_____
Air Pollution	_____	Soil Erosion	_____	Maine DOT Entrance Permit	_____
Shoreland Zoning	_____	Surface Drainage	_____	Sewer Connection Permit	_____
Sewage Pollution	_____	Noise Level	_____	Natural Resources Protection Act Permit	_____
Other	<u>State Fire Marshal Review</u>				

19. Estimated cost of proposed building or structure(s): \$ 40,000

20. Name, address and telephone number of contractor or builder: Bob Jamieson, Maine Wild Blueberry Co.
207 546-1929 78 Elm St, Machias

21. I have read and understand the Town of Machias Building Permit Ordinance and hereby make application for a permit based on the information contained above and request the Planning Board to act on this application at its next scheduled monthly meeting.

Signature of Applicant: David K Bell, Cherryfield Foods, Inc.

NOTE: Although not required, it is recommended that the applicant, or a duly appointed representative attend the meeting at which the application for a Building Permit is to be considered.

For Planning Board use:

Building Permit: Approved Denied By the Planning Board on (Date): _____

Authorized Planning Board Signature: _____

Cherryfield Farms, Inc.

Cherryfield Foods, Inc., agent

Application for Building Permit – additional information

Town of Machias, Maine

March 13, 2019

Project Summary

Purpose: Cherryfield Farms, Inc. intends to purchase 51 Stackpole Road from the Town of Machias, Maine to continue the commercial use of the building and convert parts of the building for use as employee housing for workers at Maine Wild Blueberry Company.

Conceptual Use Plan

Level 1:

Rooms 101 – 105: sleeping rooms.

Rooms 107, 116, and 117: bathroom shower areas.

Room 108 – residential cooking

Room 109 – residential laundry

Rooms 110-112: apartment for resident manager

Rooms 113, 114: common eating and lounge area

Level 2:

Rooms 201-209: sleeping rooms

Rooms 213-215: used for bathroom and shower areas

Room 212- to be determined

Remaining areas: commercial business use

51 Stackpole Site Plan Information (also see attached aerial)

Lot: 3.14 acres, approximately 136,780 sq. ft.

Building: Approximately 7,753 sq. ft.

Lot Dimensions: See attached tax map

Attachments:

Tax Map 6A

51 Stackpole Road Aerial Site Plan

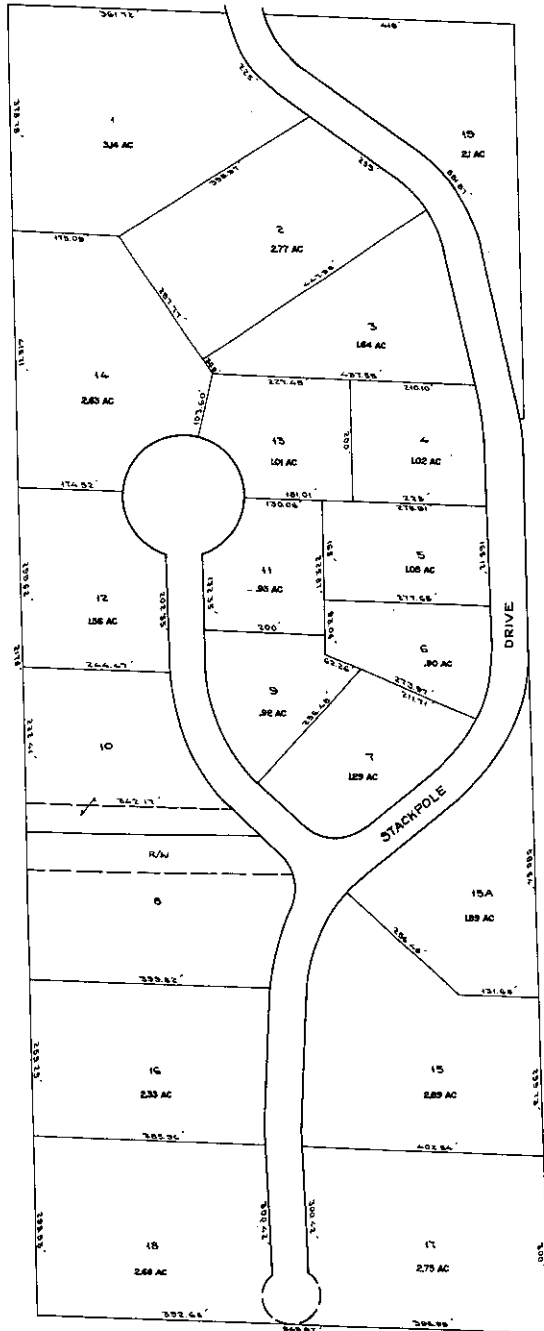
Level 1 Floor Plan

Level 2 Floor Plan

Draft abutter letter

Purchase and Sale Agreement

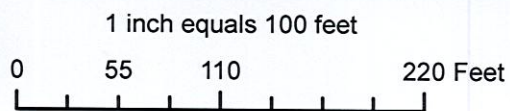
51 Stackpole Rd



LEGEND
 PARCEL NUMBERS 1
 ADJACENT MAPS 2
 MATCH LINE

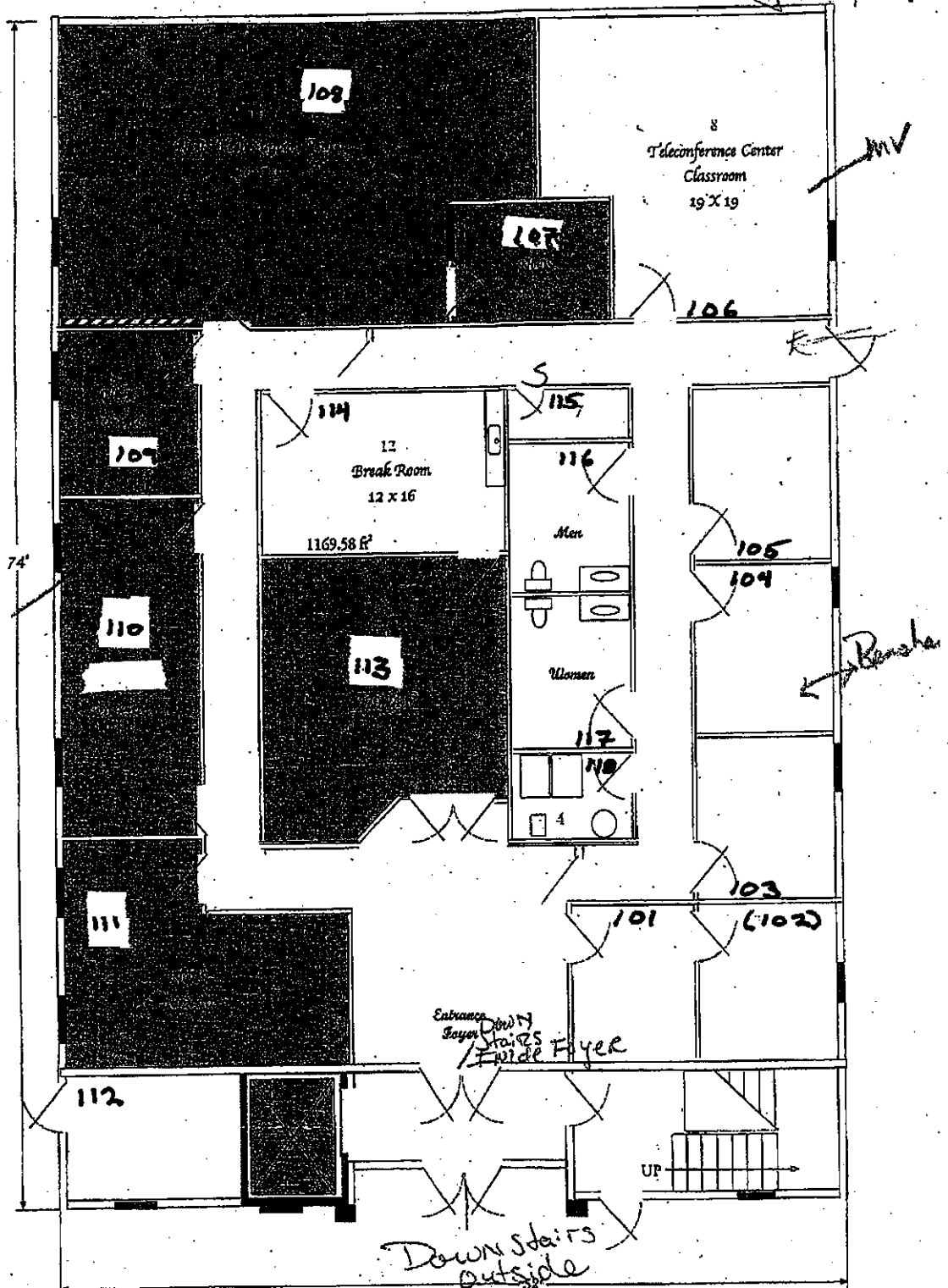
For Assessment Purposes
 Not to be used for Conveyances

PROPERTY MAP
 TOWN OF MACHIAS
 WASHINGTON COUNTY, MAINE
 PREPARED BY
 JAMES W. SEWALL COMPANY OLD TOWN, MAINE
 SCALE 1 INCH = 100 ± FEET

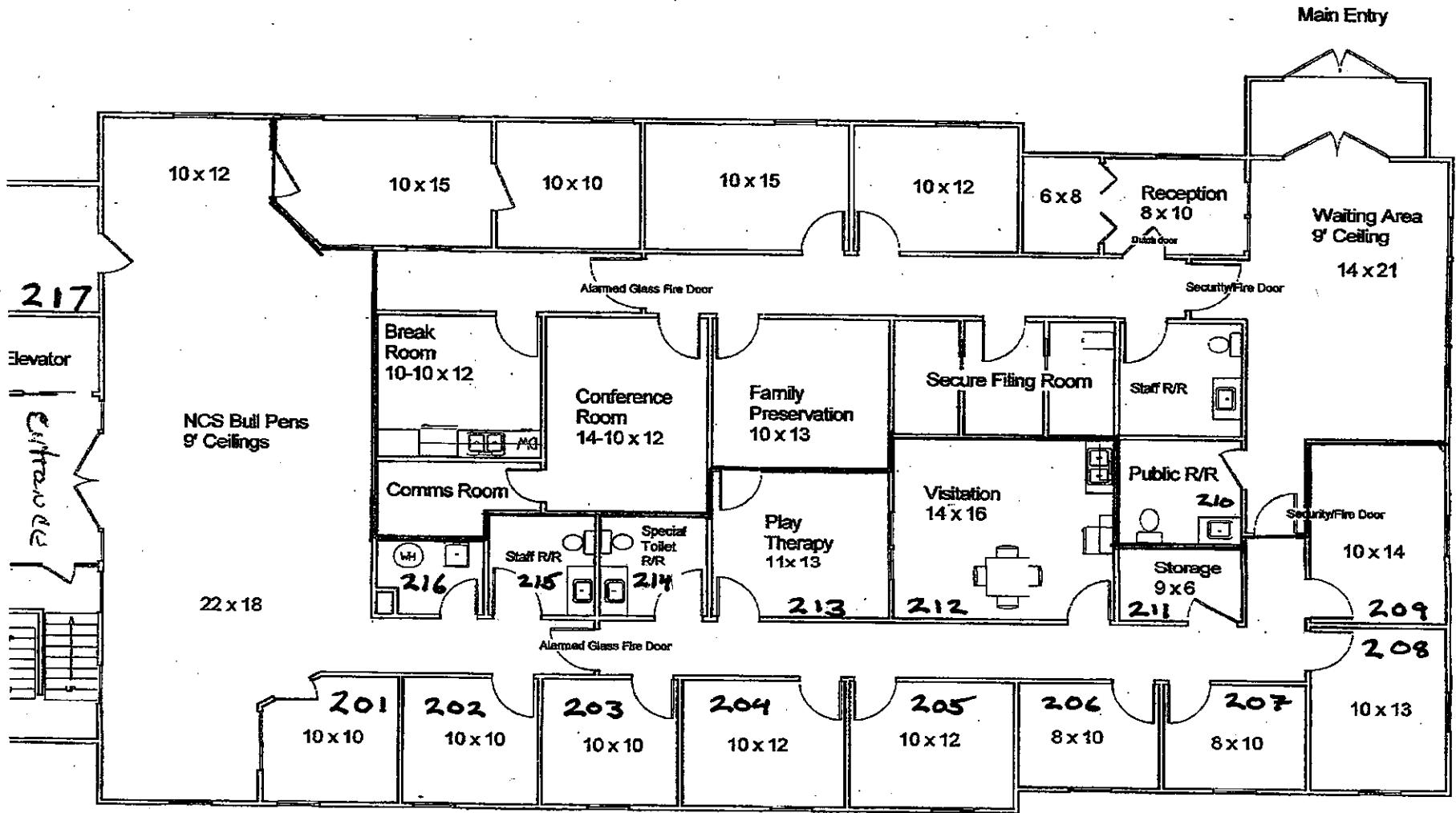


Maine Wild Blueberry Co.
51 Stackpole Road

Level 1



Floor Plan



Level 2

ATTACHMENT # 1



CHERRYFIELD FOODS, INC.



320 Ridge Rd · Cherryfield, Maine 04622
Phone (207) 546-7573 · Fax (207) 546-2182

XXXXXXXXXXXXXX

March 18, 2019

Dear Abutter;

Cherryfield Farms, Inc. intends to purchase the commercial building at 51 Stackpole Road owned by the town of Machias. Our plan is to use the building for both commercial business use as it is now and also for employee housing for workers at Maine Wild Blueberry Company.

We are sending you this notice because we have applied for a building permit to the town to convert part of the building for use as employee housing.

Please contact me if you have any questions.

Sincerely,

David K. Bell
Cherryfield Farms, Inc.
Cherryfield Foods, Inc.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 13__ day of February, 2019 (the "Contract Date"), by and between the **TOWN OF MACHIAS**, a municipal corporation and body politic incorporated under the laws of the State of Maine ("Seller") and **CHERRYFIELD FARMS, INC.**, a Maine corporation ("Buyer"). In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PURCHASE AND SALE OF PROPERTY.** Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and buildings commonly known and designated as 17 Stackpole Drive, Machias, Maine, consisting of a 7753 +/- sq. ft. building and approximately 3.14 acres of land, together with all improvements and fixtures thereon and all rights appurtenant thereto, being more particularly described in a deed dated November 17, 1998 and recorded in the Washington County Registry of Deeds in Book 2393, Page 127 (the "Source Deed"), and as shown on Machias Tax Map 6A as Lot 1 (the "Property").

2. **PURCHASE PRICE.** Subject to any adjustments and prorations hereinafter described, Buyer agrees to pay for the Property the sum TWO HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$250,000.00), payable as follows:

(a) \$1,000 in the form of Buyer's check shall be payable to Seller upon the execution of this Agreement by Buyer (the "Deposit"), which Deposit shall be held by Seller as an earnest money deposit hereunder and shall be applied as part payment of the purchase price; and

(b) The balance of the Purchase Price, subject to adjustment and credit as provided herein, shall be paid by Buyer to Seller at the closing of title pursuant to Section 10 below (the "Closing") by certified check or by wire transfer.

3. **PRORATIONS, ADJUSTMENTS AND COSTS.**

(a) Real estate taxes and utility charges (if any), and any other charges and assessments affecting the Property shall be apportioned between Seller and Buyer as of the Closing Date. If the amount of real estate taxes has not been determined at the Closing Date, real estate taxes shall be apportioned at the Closing on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

(b) Seller and Buyer shall each pay their respective real estate transfer tax in accordance with 36 M.R.S. §4641-A. The recording fee for the Deed shall be paid by Buyer. Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section 3 or not otherwise provided for herein.

4. **CONVEYANCE AND TITLE.**

(a) Seller shall convey the Property to Buyer by good and sufficient Warranty Deed (the "Deed"). Title to the Property shall be good and marketable and shall be free and clear of all liens and encumbrances except any "Defects of Title" (as defined below) accepted or waived by Buyer pursuant to Section 4(b).

(b) Buyer shall notify Seller on or before the Closing of any defects in title that would make Seller unable to give title to the Property as stipulated herein (referred to herein as "Defects of Title"). If Buyer gives Seller notice of any Defect of Title on or prior to Closing, Seller shall have ten (10) days after receipt of notice of such defect within which to remedy or cure any such Defect of Title, and the Closing shall be extended accordingly, if necessary. Seller shall use its best efforts to cure such Defect of Title. If, despite such best efforts, such Defect of Title or nonconformity cannot be corrected or remedied within such time period, then Buyer may elect either to (i) accept title to the Property subject to the uncured Defect of Title or nonconformity, provided that if such Defect of Title or nonconformity can be removed or cured by the payment of a definitely ascertainable sum, such amount shall be paid from the cash portion of the purchase price payable at the Closing, or (ii) Buyer may elect to terminate this Agreement, and upon such termination the Deposit shall be returned to Buyer and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement. The foregoing notwithstanding, if such Defect of Title or nonconformity arises by any act or omission of Seller in violation of this Agreement, Buyer may exercise all remedies available to it, in law or in equity, against Seller for breach of this Agreement.

5. **DUE DILIGENCE INSPECTION.**

Buyer shall have 60 days from the Contract Date (the "Due Diligence Period") to satisfy itself that all matters related to the Property such as leases, survey, soils, zoning, land use, environmental matters, structural and engineering inspection of improvements, including without limitation, survey, Phase I Environmental Assessment, water testing, soil testing, and inspection of heating, cooling, lighting, electrical, plumbing and septic systems, the availability of satisfactory insurance policies (including satisfactory coverage and cost) and any other criteria determined by Buyer, are acceptable to Buyer, in its sole discretion. During the Due Diligence Period, Buyer and its agents shall have the right, at Buyer's sole cost and expense, and at Buyer's sole risk, to access the Property to perform such inspections and tests, including without limitation soil and water testing, and to perform such other analysis, inquiries, investigations as Buyer shall deem necessary or appropriate with respect to its acquisition and inspection of the Property, and as set forth above. If Buyer is not satisfied with the results of any of its inspections of the Property, then Buyer may elect, by giving written notice to Seller on or before the end of the Due Diligence Period, to terminate this Agreement. If Buyer timely gives notice of such termination then upon such termination the Deposit shall be returned to Buyer and all obligations of the parties hereunder shall cease and neither party shall have any claims against the other by reason of this Agreement.

6. **PERMITS AND APPROVALS.**

During the Due Diligence Period, Buyer shall have the right to satisfy itself that matters with respect to zoning, land use, permitting and approvals at the Property are acceptable to Buyer, in its sole discretion. Buyer shall have the right to extend the Due Diligence Period, solely as to permitting and approval matters related to the modification of the Property for the purposes of residential housing for employees, including but not limited to State Fire Marshal approval (the "Residential Permits and Approvals"), for up to two (2) periods of thirty (30) days, upon written notice to Seller prior to the expiration of the Due Diligence Period, to obtain the Residential Permits and Approvals. If Buyer is unable to obtain the Residential Permits and Approvals to Buyer's satisfaction, in Buyer's sole discretion, prior to the expiration of the Due Diligence Period, as the same may have been extended, Buyer shall have the right to terminate this Agreement by giving written notice of such termination on or before the expiration of the Due Diligence Period, as the same may have been extended. Upon such termination, the Deposit shall be returned to Buyer and thereupon neither party shall have any further rights or obligations to the other hereunder.

7. **RELEASE OF RESTRICTIONS.**

(a) Buyer's obligation to close hereunder is conditioned upon Seller's delivery of the Approval and Release of Restrictions, as defined below, in form and substance acceptable to Buyer, in Buyer's sole discretion, and Buyer's title company at Closing.

(b) Prior to the expiration of the Due Diligence Period, Seller shall provide Buyer with evidence of the Maine Department of Economic and Community Development's approval of the sale and release of all restrictions encumbering the Property in connection with Community Development Block Grant funding, as described in Attachment A to the Source Deed (the "Approval and Release of Restrictions"). The Approval and Release of Restrictions shall be in form and substance acceptable to Buyer, in Buyer's sole discretion, and Buyer's title company. If Seller has not provided Buyer with the Release of Restrictions on or before the expiration of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by giving written notice of such termination. Upon such termination, the Deposit shall be returned to Buyer and thereupon neither party shall have any further rights or obligations to the other hereunder.

8. **RISK OF LOSS.**

All risk of loss to the Property prior to the Closing shall be on Seller. If between the date of this Agreement and the Closing any part of the Property is taken in condemnation or under the right of eminent domain, Buyer shall have the right to terminate this Agreement and have the Deposit returned by giving written notice given to Seller on or before the Closing.

9. **POSSESSION OF THE PROPERTY AND LEASES.**

(a) The Property shall be delivered to the Buyer at Closing free and clear of all tenancies or occupancies by any person or entity except for tenants occupying under those written leases listed on Exhibit A attached hereto and made a part hereof. Seller represents: (i) that Exhibit A attached hereto is a complete list of all Leases affecting the Property together with all amendments (the Leases), (ii) that the Leases are as of the date hereof in full force and effect, (iii) that as of the date hereof unless otherwise indicated on Exhibit A, all tenants under the Leases are in full compliance therewith and (iv) that Seller is not, as of the date hereof, in violation of its obligations under the Leases. Seller agrees to provide Buyer within three (3) days of the date of this Agreement complete copies of all leases affecting the Property including any amendments thereto.

(b) Seller further agrees to provide to Buyer at the closing: (i) executed estoppel certificates in a form and substance satisfactory to Buyer, in Buyer's sole discretion (the "Estoppel Certificates"), and (ii) an updated accounting of all rent and other payments received and/or due and owing from the tenants.

(c) All security deposits paid by tenants at the Property shall be paid over to Buyer at the time of the closing and Seller shall provide all tenants with written notice of the transfer of the Property and security deposits to Buyer.

10. CLOSING.

(a) The Closing shall take place on a date that is 30 days after the expiration of the Due Diligence Period, or at such earlier date as the parties may agree, at 10 a.m. at the offices of Buyer's counsel or title company. TIME IS OF THE ESSENCE. The parties agree that the Closing may be conducted by mail.

(b) The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) Seller shall execute, have acknowledged and deliver to Buyer, the Deed subject only to the matters described in Section 4(a) and any Defects of Title accepted by Buyer pursuant to Section 4(b);

(ii) Seller shall deliver the executed and acknowledged Approval and Release of Restrictions;

(iii) Seller shall deliver the executed Estoppel Certificates.

(iv) Seller shall deliver executed title insurance affidavits in form and substance satisfactory to Buyer and Buyer's title company;

(v) Seller shall deliver an Affidavit indicating that Seller is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. §1445, or in lieu thereof, Buyer shall be entitled to withhold and account for a portion of the Purchase Price as required by such statute and corresponding regulations;

(vi) Seller shall deliver an Affidavit indicating that Seller is a Maine resident, or in lieu thereof or of another applicable exemption, Buyer shall be entitled to withhold and account for a portion of the Purchase Price as required by 33 M.R.S. §5250-A;

(vii) Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary or helpful to carry out its obligations under this Agreement;

(viii) Seller and Buyer shall execute a settlement statement satisfactory to all parties itemizing the various payments and prorations contemplated hereby; and

(ix) Buyer shall pay to Seller the balance of the Purchase Price in accordance with Section 2 above.

11. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

(a) Seller has full right and authority to execute this Agreement.

(b) To the best of Seller's knowledge, the Property is in compliance with applicable laws, ordinances and regulations.

(c) Seller hereby acknowledges and agrees that Buyer's intended use of the property is residential housing and commercial business use and, to the best of Seller's knowledge, the Buyer's intended use of the property complies with all applicable laws, ordinances and regulations.

(d) Between the date of this Agreement and the Closing Date, Seller shall not dispose of any interest in the Property; shall not mortgage, pledge or subject to lien and other encumbrances any interest in the Property and shall not enter into any other agreement relating to the Property that would affect the sale or survive the Closing or enter into any new leases or use arrangements affecting the Property, or any portion thereof, and shall keep the Property insured for full replacement value and shall maintain, preserve and keep all improvements on the Property and all fixtures in good condition and state of repair, reasonable wear and tear accepted.

(e) Between the date of this Agreement and the Closing Date, Seller shall not take any action or fail to take any action that would cause any Defects of Title, cause the Property not to conform with the provisions of this Agreement, would cause any of Seller's representations or

warranties hereunder to be untrue or incorrect or would otherwise cause Seller to be unable to perform its obligations under this Agreement.

(f) To the best of Seller's knowledge, the Property is free of special wastes, underground storage tanks, urea, formaldehyde foam insulation, radon, asbestos containing materials, lead-based paint, waste oil, petroleum and any other hazardous, biomedical, radioactive or toxic, substances, materials or wastes. The terms used in the foregoing sentence shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

(g) There are no outstanding pending or threatened liens, claims, rights of first refusal, or encumbrances against the Property.

(h) There are no outstanding claims, losses or demands against Seller by any tenant or other person respecting Seller's ownership, use and/or occupancy of the Property.

(i) There are no boundary disputes or encroachments affecting the Property.

12. **DEFAULT.**

(a) If Buyer defaults in performing its obligations hereunder prior to or at the Closing, and Seller has performed or tendered performance of its obligations hereunder, Seller shall have the right, as their exclusive remedy, to terminate this Agreement and retain the Deposit as liquidated damages and the parties shall be relieved of any further liability or obligation hereunder. The parties acknowledge that Seller's damages because of Buyer's default hereunder are difficult to ascertain and that the amount of the Deposit represents a reasonable estimate of Seller's damages.

(b) If Seller defaults in performing its obligations hereunder prior to or at the Closing, and Buyer has performed or tendered performance of its obligations hereunder, then Buyer's sole remedy shall be to either (i) terminate this Agreement and have the Deposit returned to it and the parties shall be relieved of any further liability or obligation hereunder or (ii) seek specific performance of this Agreement.

13. **CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.**

The obligation of Buyer to close is subject to the satisfaction at or before the closing of all of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement remain true as of the Closing. In the event that the foregoing condition is not satisfied prior to or at the Closing, Buyer shall have the option of terminating this Agreement and receiving back the Deposit, provided however, that should any of Seller's representations or warranties prove untrue, then Buyer shall have the right to require Seller, at Seller's expense, to make the Property conform thereto.

(b) The Property shall be the same or better condition at the time of Closing as they are in as of the date of this Agreement, normal wear and tear excepted, as evidenced by Buyer's final on-site "walkthrough" of the Property conducted no more than 48 hours before the Closing.

14. **BROKERS.** Seller and Buyer warrant and represent to each other that neither has employed or engaged any broker or agent in connection with this transaction and each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from any other agent, broker or other person claiming to be acting on behalf of the indemnifying parties for fees, commissions or other compensation. The provisions of this Section shall survive the Closing.

15. **MISCELLANEOUS.**

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and permitted assigns.

(b) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Seller and Buyer.

(c) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(d) If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.

(e) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

(f) Notice. Any demand or notice required or permitted hereunder, shall be effective if either: (i) hand-delivered to the addressee, or (ii) deposited in the mail, registered or certified, return receipt requested and postage prepaid, or delivered to a private express company addressed to the addressee: (A) at the address shown below, or (B) if such party has provided the other in writing with a change of address, at the last address so provided. Any notice or demand mailed as provided in this paragraph shall be deemed given and received on the earlier of:

- (i) the date received, or
- (ii) the dated of delivery, refusal or non-delivery as indicated on the return receipt, if sent by mail or private express as provided above;

All notices required to be given, or which may be given hereunder, shall be in writing and if mailed, shall be sent by mail to the party to be notified as follows:

Seller:	Town of Machias, Maine P.O. Box 418 Machias, ME 04654 Attn: Christina Therrien
With copy to:	Talbot & Talbot P.O. Box 437 Machias, ME 04654 Attn: William B. Talbot, Jr.
Buyer:	Cherryfield Farms, Inc. c/o Cherryfield Foods, Inc. 320 Ridge Road Cherryfield, ME 04622 Attn: David Bell
With copy to:	Pierce Atwood, LLP Merrill's Wharf 254 Commercial Street Portland, Maine 04101 Attn: Margaret G. Smith, Esq.

or to such other addresses as one party may from time to time hereafter designate by like notice to the other.

[Signatures on Following Page]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of this
19th day of February, 2018.9.

SELLER:

TOWN OF MACHIAS,

Meghan D. Dornism
WITNESS

By: *[Signature]*
Name: Joshua Bolte
Its: Chairman Board of
Selectmen

BUYER:

CHERRYFIELD FARMS, INC., a Maine
corporation

David D. Bell
WITNESS

By: *[Signature]*
Name: Ragnar Kamp
Its: President

EXHIBIT A

(Leases)

REAL ESTATE LEASE

This Lease Agreement (this Lease) is made effective as of August 1, 2017 by and between Town of Machias, (Landlord), and Recover Together, Inc. (Tenant). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 2,082 square feet of office space, more or less. The premises are located at Machias Telebusiness Center, 17 Stackpole Road, Machias, ME 04654.

PARKING. Tenant shall be entitled to use twelve (12) parking spaces for the parking of the Tenant's customers'/guests' motor vehicle(s) in the upper parking area, including the two handicap accessible spaces for clients.

TERM. The lease term will begin on August 1, 2017 and will terminate on July 31, 2020. Tenant shall have the option to renew in two (2) year intervals thereafter. The landlord agrees that any sale of the property will be conditioned in such a form that the purchaser will honor the outstanding term of the lease agreement in effect but may choose not to extend beyond the then-in-effect lease end date.

RENEWAL TERMS. Tenant shall have the option to renew in two (2) year intervals after the initial term of this lease, which Tenant may elect by providing notice to Landlord of intent to renew, at least sixty (60) days prior to the then applicable lease or extension end-date. The lease terms during any such renewal term shall be the same as those contained in this Lease, except that the lease payment may be increased or decreased to adequately collect tenant's pro-rata share of the cost of maintenance and operation of the facility.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease (Holdover Period), Tenant shall pay to Landlord a lease payment for the Holdover Period based on the terms of the following Lease Payments paragraph. Such holdover shall constitute a month to month extension of this Lease.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$1,850.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$ 22,200.00. Lease payments shall be made to the Landlord at PO Box 418, Machias, ME 04654, as may be changed from time to time by Landlord. Tenant shall post an advance deposit to Landlord in the amount of \$1,850.00, concurrent with execution of this Lease, and upon satisfactory inspection of the premises the Landlord shall return any funds remaining at the time of Lease termination, to the Tenant.

Tenant's lease payment includes a monthly charge for the space occupied and then added to the actual cost of maintenance and operation of the building as a pro-rata share. Currently the cost of operation is estimated to be \$10.66 per foot for the 2017-2018 calendar year. Reasonable adjustments will be considered to this cost of operation calculation once a year, at renewal.

Tenant Initials STH

Landlord Initials RM

LATE PAYMENTS. Tenant shall pay a late fee equal to 5.00% of the required installment payment for each payment that is not paid within 15 days after the due date for such late payment.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$25.00 for each check that is returned to Landlord for lack of sufficient funds.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. The Premises may be used for the business operations of Recover Together, Inc., economic development opportunities, health and social services, and other community service activities approved by the Town Manager. Any other usage is only allowed with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any temporary fixtures, appliances and installations not permanently attached to the structure. Interior walls, facilities, plumbing, electrical and telecommunications facilities which were installed shall remain with the facility and ownership shall transfer to Landlord. With the exception of those permanent alterations approved by Landlord, Tenant shall at Tenant's expense, return Premises to substantially the same condition of the Premises at the commencement of this Lease.

MAINTENANCE. Tenant's obligation for maintenance shall include: Maintenance of the interior space / Premises occupied by Tenant.

Landlord's obligation for maintenance shall include:

- the roof, outside walls, and other structural parts of the building;
- the parking lot, driveways and sidewalks including reasonable snow and ice removal;
- the sewer, water pipes and other matters related to plumbing;
- the electrical wiring;
- the air conditioning system; and
- the heating system.

Tenant Initials

SA

Landlord Initials

CAF

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent, which shall not be unreasonably withheld, Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

UTILITIES AND SERVICES. Landlord shall be responsible for the following utilities and services: 1) water, 2) sewer, 3) heating and air conditioning, 4) trash removal, 5) routine maintenance, 6) landscaping, 7) snow removal, 8) the base electricity of \$150.00 per month, 9) routine interior maintenance. Tenant shall not abuse the provided services or facilities, taking commercially reasonable and acceptable measures to conserve energy and resources, where practical. Landlord shall provide a copy of the electrical bill to the Tenant each month. The Tenant shall be responsible to pay any amounts above the \$150.00 base rate to the utility company within a reasonable time to avoid any disruption in the service.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

LIABILITY INSURANCE. Tenant shall maintain liability insurance in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance is provided by Tenant to Landlord.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than \$10,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty (60) days, or if the cost of repair is \$10,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty (20) days written notice of such event or condition by either party.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to: (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from constructions done by or for the Tenant.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within thirty (30) days (or any other obligation within thirty (30) days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required are to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". A termination of this lease under the terms described in "ADDITIONAL PROVISIONS" shall not be considered a DEFAULT of this lease. In the event that Landlord retakes possession of the Premises following a default by Tenant, Landlord shall utilize all commercially reasonable efforts to promptly relet the Premises, so as to mitigate damages.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:
Town of Machias
P.O. Box 418
Machias, MB 04654

TENANT:
Recover Together, Inc.
Attn: Barry Short
PO Box 1223
New York, NY 10276-1223

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

Tenant Initials

SP

Landlord Initials

MS

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

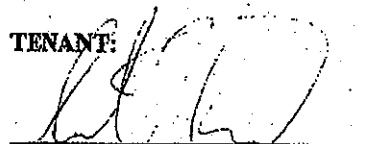
GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Maine.

LANDLORD:


Christina M. Therrien
Town Manager

6/9/2017
Date

TENANT:


Silas Howland
Treasurer & Secretary,
Recover Together, Inc.

6/9/17
Date

RIDER TO LEASE

1. During the term of the Lease, and any Renewal Period thereof, Landlord shall not lease, rent, occupy or permit to be occupied any part of the subject property upon which the Leased Premises is located, space to any tenant/user whose principal business involves medically assisted opiate substance abuse treatment. Landlord's failure to abide by said exclusivity requirement shall be deemed a material breach of this Lease.
2. Landlord shall maintain all requisite life/safety systems for the Leased Premises and subject property, including but not limited to all requisite fire suppression (excluding a sprinkler system), alarm, detection, related systems and emergency power/lighting sources. Landlord covenants that all aforementioned systems are in place, fully operational, properly maintained and inspected as so required by law. Landlord shall tender copies of all related current inspection reviews / permitting and certificates to Tenant. Tenant may cause local/state building and/or fire officials to inspect the Leased Premises to ensure compliance. In the event noncompliance is identified, Landlord shall correct said noncompliance within ten (10) days of Tenant providing written notice to Landlord of same. In the event Landlord does not timely cure the noncompliance, Tenant may, at its own election, (1) cure same, and deduct all expenses associated with said cure from any rents due or (2) terminate the Lease.
3. Landlord shall maintain all heating / cooling systems and hot water heating systems in good working order and shall have same properly inspected as so required by law, ensuring that same provide full, uniform thermostatically controlled and conditioned air throughout the Leased Premises and Common Areas utilized by Tenant and Tenant's visitors.
4. Tenant shall have the right, at its sole expense, to install business signage in Common Areas and around the exterior of the Leased Premises.
5. In the event local/state zoning and/or business approvals are required in order for Tenant to utilize the Leased Premises, Landlord shall promptly and fully cooperate with Tenant to secure same via Landlord preparation, submission and conduct hearing prosecution(s) in support of, if required, to obtain said approvals. Landlord shall provide Tenant with copies of all current Certificates of Occupancy and all zoning approvals obtained in connection with the subject property.
6. Within ten (10) days of Lease execution, Landlord shall provide Tenant with the following documents, as may be required for Tenant to secure a valid State Operating License; current Certificates of Occupancy; Certificate of Use; Fire Inspection Certificate; Boiler Inspection; and Elevator Inspection, if applicable.
7. Landlord agrees to keep the plumbing, heating, electrical and other mechanical appurtenances in good working order and repair during the duration of the lease. Tenant shall inform Landlord of any issues so they may be addressed accordingly. The exterior of the building and the grounds shall also be kept in a clean and safe condition. If Landlord fails to make any repairs or do any work required of Landlord in accordance with the provisions of this Lease, or if Landlord shall at any time be in default in the observance or performance of any of the other terms, covenants, conditions, provisions and agreements required to be performed and observed by Landlord hereunder, and any such failure or default continues for a period of twenty (20) days for general maintenance and ten (10) for emergency repairs, after notice thereof is given by Tenant to Landlord. If

(S)

such failure or default requires more than twenty (20) days or ten (10) for emergency repairs to cure in the exercise of due diligence, unless Landlord commences to cure same within said period outlined above and thereafter diligently prosecutes the same to completion, then Tenant, in addition to such other rights and remedies as may be available under this Lease, or at law or in equity may, if the failure or default materially interferes with the normal conduct of Tenant's business in the Premises: (i) terminate this Lease; and/or abate all payments of rent and additional rent hereunder until the failure or default has been cured and Tenant is able to conduct its normal business in the Premises, but in either case without waiving its rights to damages for Landlord's failure to perform; (ii) may, but shall not be obligated to, make such repairs or perform such work in accordance with the provisions of this Lease on behalf and at the expense of Landlord, which shall be promptly reimbursed by Landlord to Tenant upon demand therefor; (iii) may bring suit for the collection of any amounts for which Landlord is in default, seek injunctive relief, or seek specific performance for any other covenant or agreement of Landlord, without terminating this Lease; and/or (iv) may offset against the rent and additional rent payable by Tenant hereunder for amounts owed by Landlord to Tenant and/or for the amounts expended by Tenant in performing such repairs or work, including costs and attorneys' fees, together with interest thereon at the maximum rate of interest permitted by law. Notwithstanding the foregoing, if, in Tenant's judgment, an emergency (i.e., posing imminent material harm to persons or property or material disruption to the normal operation of Tenant's business) shall exist, Tenant may, at its election, and without prior notice to Landlord, exercise its rights in accordance with (ii), (iii) and (iv) hereof.

8. To the extent this Rider to Lease Agreement contravenes any provision(s) of the Lease Agreement, the terms of this Rider shall supersede and control.

Tenant Initials to Rider

SH

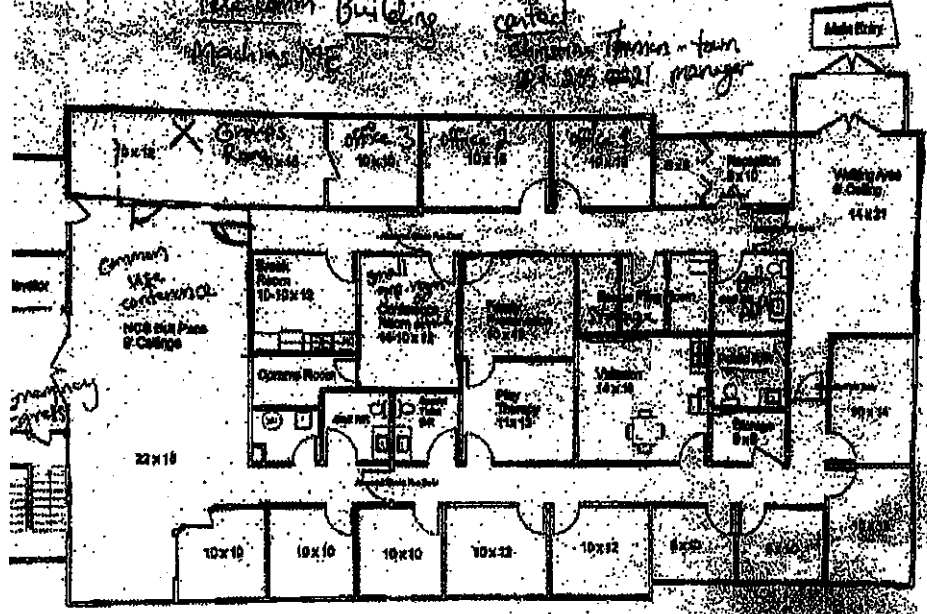
Landlord Initials to Rider

EMB

PARKING

Telephone Building

contract
Thomas - town
manager



SA

CMC

CLOSE

OTHER ACTIONS



DocuSign Envelope ID: 92E8C2E1-4870-4FBC-B124-4D7E3DE6CE31

10/18/2018

Lease # 24275

FIRST AMENDMENT

to

Lease

between

TOWN OF MACHIAS

and

THE STATE OF MAINE

Department of Administrative & Financial Services

Bureau of Real Estate Management

on behalf of the

SECRETARY OF STATE, BUREAU OF MOTOR VEHICLES

This Lease was entered into on the 6th day of September 2017, and is amended on the 18th day of October 2018, by and between The Town of Machias, whose address is P.O. Box 418, Machias, ME. 04654, for themselves, their heirs, executors, administrators, successors and assigns (hereinafter called the "Lessor") and the State of Maine, Department of Administrative & Financial Services, Bureau of Real Estate Management, whose address is 77 State House Station, Augusta, Maine 04333-0077 on behalf of the Department of Secretary Of State, Bureau of Motor Vehicles (hereinafter called the "Department") for 327 square feet of interior space located in the Machias Industrial Park, 17 Stackpole Drive, Machias, ME. 04654.

WHEREAS, the Lessor and Department desire to amend the Lease as set forth below.

NOW THEREFORE, for good and valuable consideration, it is hereby agreed that the following changes be made in the Lease, effective October 18, 2018.

A. Defined Terms. Unless otherwise defined herein or unless the context clearly requires a different meaning, the capitalized words and phrases used herein shall have the same meanings ascribed to them in the Lease.

B. Amendment. The Lease is hereby amended as follows:

I. Section 3 Terms of the Lease is hereby amended for the purpose of extending the initial term through December 31, 2019.

"3. TERMS: To use said above described room on a regular ongoing basis beginning January 1, 2019 and ending on December 31, 2019."

10/18/2018

Lease # 24275

FIRST AMENDMENT

to

Lease

between

TOWN OF MACHIAS

and

THE STATE OF MAINE

Department of Administrative & Financial Services

Bureau of Real Estate Management

on behalf of the

SECRETARY OF STATE, BUREAU OF MOTOR VEHICLES

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B. Amendment. The Lease is hereby amended as follows:

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"3. TERMS: To use said above described room on a regular ongoing basis beginning January 1, 2019 and ending on December 31, 2019."

10/18/2018

Lease # 24275

II. Section 6 Rental of the Lease is hereby amended for the purpose of extending the rent through December 31, 2019.

"6. RENTAL: YIELDING AND PAYING THEREFORE,

YEAR	S.F.	COST P.S.F.	ANNUAL RENT	MONTHLY RENT
1/1/18 – 12/31/18	327	\$12.90	\$4,218.30	\$351.33
1/1/19 – 12/31/19	327	\$12.90	\$4,218.30	\$351.33

in arrears, in accordance with the State's usual accounting procedures, commencing with the first month of occupancy as established by the provisions of paragraph 3."

III. Section 7 Renewal of the Lease is hereby amended by reducing the available renewal terms by one (1) for the purpose of reflecting the use of that term for this First Amendment.

"7. RENEWAL: The Department shall have the option at its sole discretion to renew this Lease for one (2) terms of one (1) year, or any portion thereof, upon the same terms and conditions except for rent which shall be negotiated."

IV. Section 12 Notices of the Lease is hereby amended for the purpose of correcting the contact information and mailing address of the Lessor. All contact information for the Department will remain as stated in the original lease.

"12. Lessor:

Town of Machias
Attn: Christina Therrien
P.O. Box 418
Machias, Maine, 04654

Phone: 207-255-6621
E-mail: machiastownmanager@gmail.com"

C. Ratification of Lease. This Amendment shall be deemed to form a part of and shall be construed in connection with and as part of the Lease. Except as hereinbefore expressly amended, all of the other terms, covenants and conditions contained in the Lease shall continue to remain unchanged and in full force and effect and are hereby ratified and confirmed.

D. Binding Effect. Each of the provisions of this Amendment shall extend to and shall, as the case may require, bind or inure to the benefit not only of the Lessor and of the Department, but also of their respective permitted successors and assigns.

It is further agreed that all other provisions of the Lease shall remain in full force and effect.

10/18/2018

Lease # 24275

In WITNESS, WHEREOF, this FIRST AMENDMENT to the lease has been duly executed by the parties hereto as of the day and year first above written.

TOWN OF MACHIAS

DocuSigned by:
Christina Thumien
Owner/Agent

10/25/2018
Date

DEPARTMENT OF SECRETARY OF STATE, BUREAU OF MOTOR VEHICLES

Department's Agent

Date

**DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF REAL ESTATE MANAGEMENT**

Gilbert M. Bilodeau, Chief Facilities Officer

Date