

APPLICATION FOR BUILDING PERMIT
Town of Machias, Maine

Building Permit request for:

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

Date application received at Town Office:

10/13/17

Fee Paid \$ 40.00

Recipients Initials:

SCP

Name of Applicant:

Stephen Cook MAINE SEA SALT CO.

(or Agent)

Address of Applicant: 11 Church Lane Marshfield ME 04654

Telephone: 207-255-3310

Address of Building(s):

Broadway RT 192 Machias

Map

7

Lot

7-F

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

maine sea salt, wants to expand on Lot 7-F Build 4 Hoop style Green Houses To evaporate seawater, the Lot also to be Harvested Leaving the Spruce Trees

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

There are no other structures, there is a dirt driveway

(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 water supply is not needed at this time
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	N/A	Water Pollution	N/A	Flood Hazard Development Permit	N/A
Air Pollution	N/A	Soil Erosion	N/A	Maine DOT Entrance Permit	N/A
Shoreland Zoning	N/A	Surface Drainage	N/A	Sewer Connection Permit	N/A
Sewage Pollution	N/A	Noise Level	N/A	Natural Resources Protection Act Permit	N/A
Other					

19. Estimated cost of proposed building or structure(s): \$ 50,000

20. Name, address and telephone number of contractor or builder:

Hanscom Const. Maine Sea Salt
557-6491 255-3310

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:

Stephen Cook, Maine Sea Salt

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:

Green House Hoop style

4 Houses on gravel pad 20 FT X 220 FT

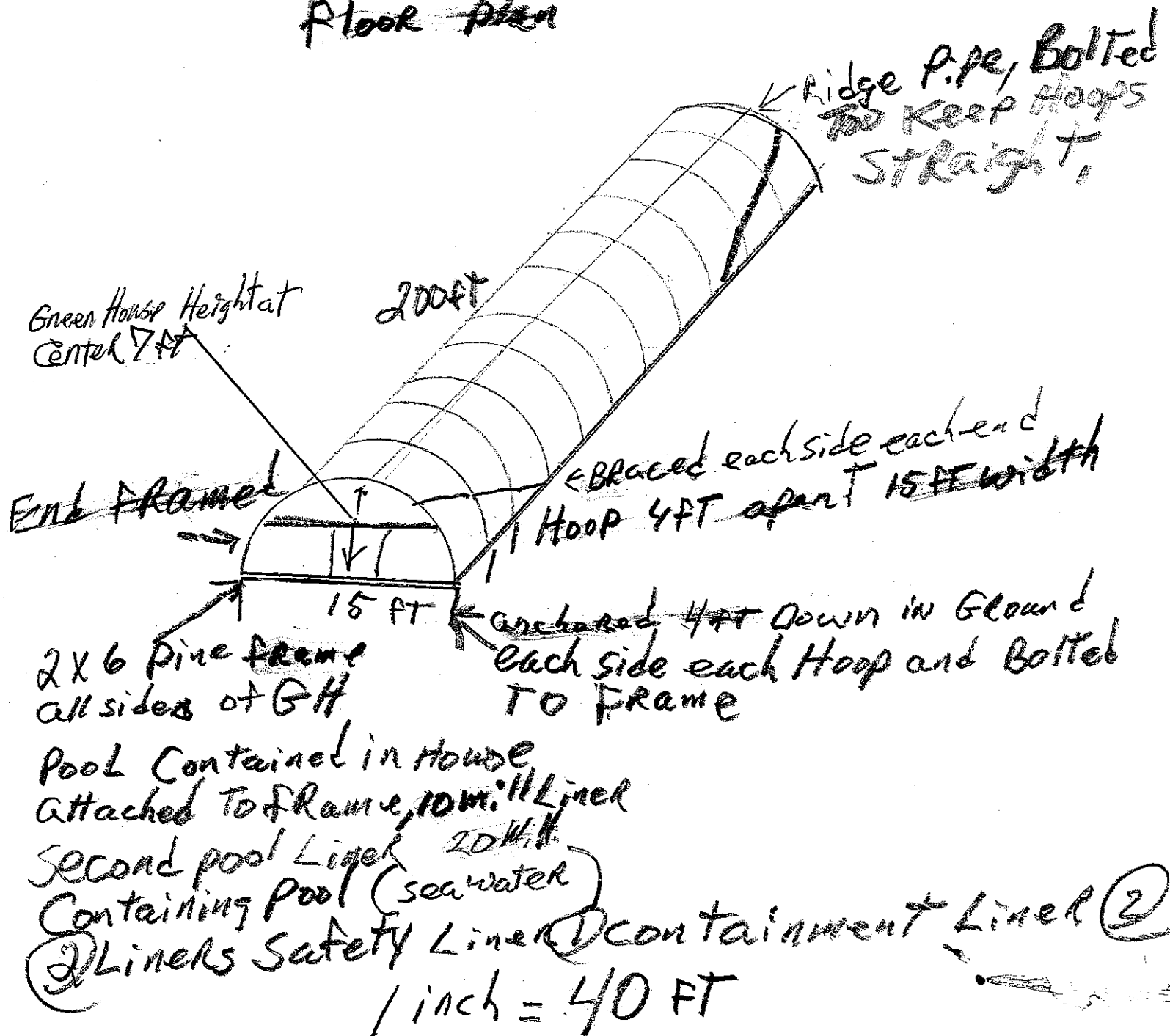
Each GH 3,000 sq FT

200 FT

2 inch Deep sea water pool

15 FT

Floor plan





Experienced people. Exceptional service.

June 6, 2017

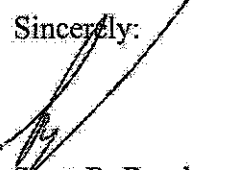
Mr. Stephen Cook
11 Church St.
Marshfield ME 04654

Dear Mr. Cook:

This letter serves to confirm that you have applied for a loan in the amount of \$100,000 for the purchase of property located in Machias. We hope to be able to deliver an answer to you on this request within the next 30 days.

If I can be of any further assistance please let me know. My direct line is 207 255-9227.

Sincerely:



Scott R. Peasley
Vice President
Business Banking

4 Center Street, PO Box 318 | Machias, ME 04654-0318

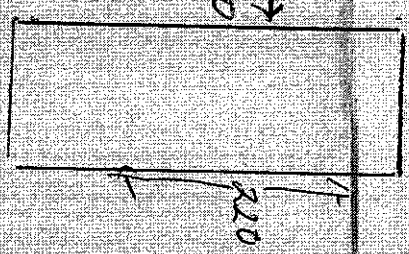
(T) 800-339-3347 | (W) machiassavings.com

Member FDIC | Equal Housing Lender

WILDWOOD

Gravel Driveway
19.0 ACRES

Gravel Driveway



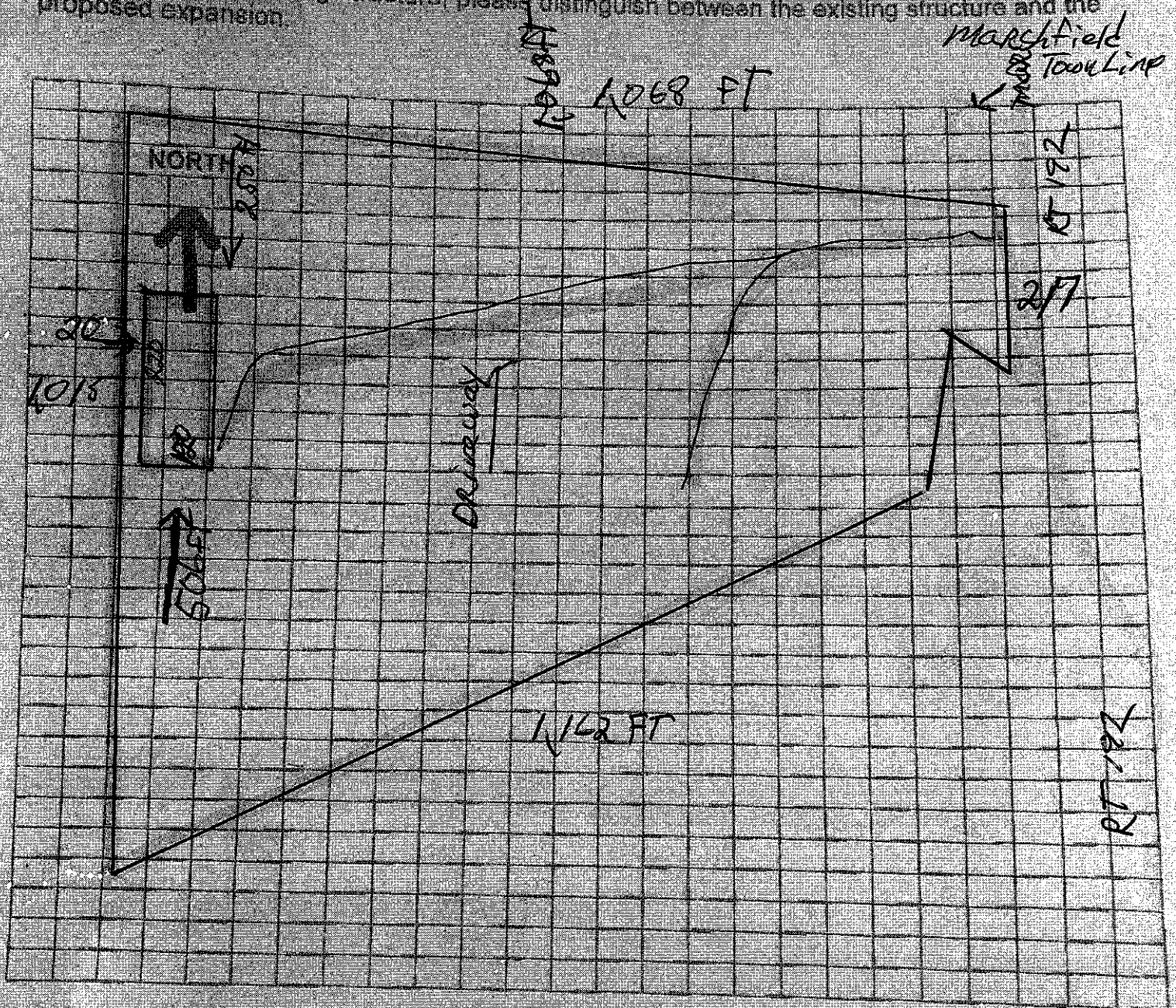
526

250

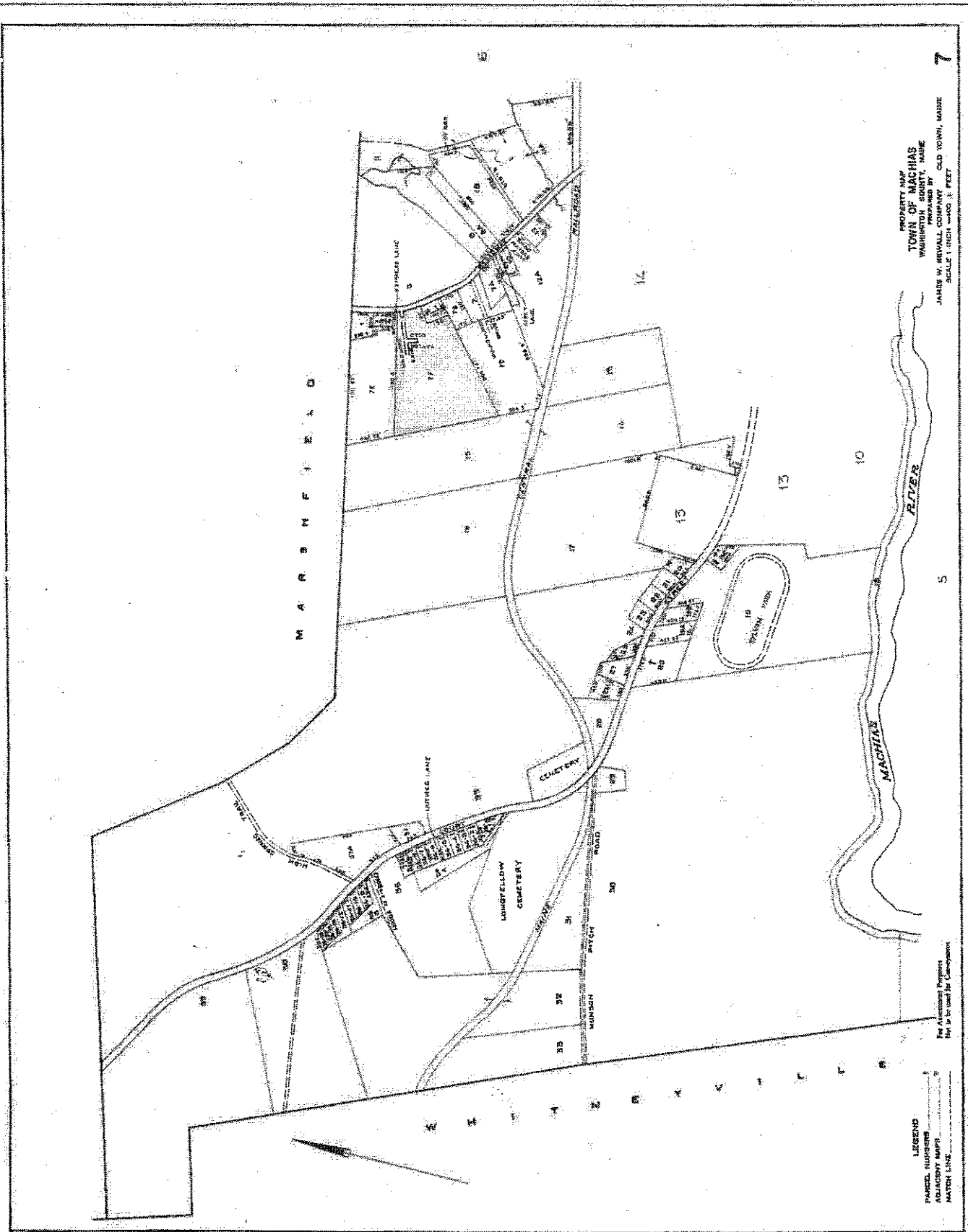
1 inch = 36 FT

Site Plan

Please include: lot lines; area to be cleaned of trees and other vegetation, the exact position of proposed structures, including decks, porches, and out buildings with accurate setback distances from the shoreline, side and rear property lines; the location of proposed wells, septic systems, and driveways; and areas and amounts to be filled or graded. If the proposal is for the expansion of an existing structure, please distinguish between the existing structure and the proposed expansion.



Scale: _____ = _____ Ft



PROPERTY MAP
TOWN OF MACHIAS
WASHINGTON COUNTY, MAINE
PREPARED BY
JAMES W. BEVALL COMPANY
OLD TOWN, MAINE
SCALE 1 INCH = 400 FEET

LEGEND
PARCEL NUMBERS
ADJACENT MAPS
MATCH LINE

For Assessment Purposes
Map is to be used for Assessment

19 acres
Surveyed

120 x 220

WARRANTY DEED

FRANCIS E. McKEAN of 112 Court Street, Machias, Washington County, Maine 04654,
for consideration paid,

grants to ERIC J. HOLM and PAULA J. HOLM, husband and wife, of 9 School Street, Machias,
Washington County, Maine 04654,

with warranty covenants, as joint tenants with rights of survivorship and not as tenants in
common,

A certain lot or parcel of land, with no buildings thereon, on westerly side of Route 192, so-
called, in Machias, Washington County, Maine and more particularly described as follows:

Bounded northerly by the parcel of land conveyed to John R. Michie and Lela M. Michie by
deed of Peggie G. Michie dated August 19, 1994 and recorded in the Washington County
Registry of Deeds Book 1945, Page 288; Bounded westerly by the land now or formerly of
Phoebe Hill and more recently owned by Edwin S. Hill and land formerly of Warren Hill;
Bounded southerly by the parcel of land conveyed to Andrew M. Mulholland and Dana M. Lang
by deed of Francis E. McKean dated May 27, 2005 and recorded in the Washington County
Registry of Deeds Book 3012, Page 275 and by the parcel of land conveyed to Curtis A.
Robinson, Jr. by deed of Sherry A. Beal dated September 19, 2000 and recorded in the
Washington County Registry of Deeds Book 2459, Page 264; and Bounded easterly by the parcel
of land conveyed to Eric J. Holm by deed of Francis E. McKean dated September 10, 2007 and
recorded in the Washington County Registry of Deeds Book 3332, Page 198 and by the westerly
sideline of said Route 192.

Subject to an easement granted by Francis E. McKean to Bangor Hydro-Electric Company by
instrument dated June 24, 1998 and recorded in said Registry of Deeds Book 2259, Page 172.

Also including all rights, easements, privileges and appurtenances now belonging to the granted
estate as intended by Title 33 M.R.S.A. Section 773.

The above described parcel of land is a portion of the land conveyed by deed of Robert A.
Ramsdell to Francis E. McKean dated April 26, 1989 and recorded in the Washington County
Registry of Deeds Book 1571, Page 275.

Witness my hand and seal this 21st day of October, A.D. 2008.

Francis McKean

FRANCIS E. McKEAN

STATE OF MAINE
Washington, ss.

Oct 21, 2008

Then personally appeared the above named FRANCIS E. McKEAN and acknowledged the
foregoing instrument to be his free act and deed.

Before me,

Lisa Mallock-Ross

Notary Public

My commission expires May 15, 2010

My Commission Expires May 15, 2010

Typed or printed name of Notary

LYMAN L. HOLMES
ATTORNEY AT LAW
41 COURT STREET
P.O. BOX 123
MACHIAS, MAINE 04654-0123

Received
Recorded Register of Deeds
Oct 22, 2008 02:17:44P
Washington County
Sharon D. Strout

TRANSFER TAX PAID

SELLER'S PROPERTY DISCLOSURE - LAND ONLY

Map 7 Lot 7-F, Broadway

PROPERTY LOCATED AT: Machias, ME 04654

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 the Seller and any Buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.**SECTION I HAZARDOUS MATERIAL**

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

A. UNDERGROUND STORAGE TANKS - Current or previously existing:Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☐ No ☒ UnknownIF YES: Are tanks in current use? ☐ Yes ☐ No ☐ Unknown

IF NO above: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. of Environmental Protection? ☐ Yes ☐ No ☐ UnknownIf tanks are no longer in use, have tanks been abandoned according to D.E.P.? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):☐ Yes ☐ No ☒ UnknownAttachment explaining current problems, past repairs or additional information to any of the above hazardous materials? ☐ Yes ☐ No

Source of information: _____

Buyers are encouraged to seek information from professionals regarding any specific issue or concern.**SECTION II GENERAL INFORMATION**Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private way, private road/homeowner associations (including condominiums and PUD's) or restrictive covenants? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Source of information: deed, seller, surveyAre there any shoreland zoning, resource protection or other overlay zone requirements on the property? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Source of information: sellerIs the subject property the result of a division of property within the last five years (for example, subdivision)? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Source of information: seller, deed, survey

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and

Farmland, Blind, Working Waterfront? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Forest Management and Harvest Plan Available? ☐ Yes ☒ No ☐ UnknownHas property ever been soil tested? ☐ Yes ☐ No ☒ Unknown If YES, are the results available? ☐ Yes ☐ NoAre mobile/manufactured homes allowed? ☒ Yes ☐ No ☐ Unknown Are modular homes allowed? ☒ Yes ☐ No ☐ UnknownHas all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown If YES, is the survey available? ☒ Yes ☐ NoATTACHMENTS: ☐ Yes ☐ NoSource of information: seller, surveyAdditional Information: none

Seller is responsible and liable for any failure to provide known information about property defects to Buyer.

Eric J. Holm

3/15/2017

SELLER

Eric J. Holm

DATE

Paula J. Holm

3/15/2017

SELLER

Paula J. Holm

DATE

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER

DATE

BUYER

DATE

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Re/Max A-1 Associates, 6 M and M Place Machias, ME 04654

Phone: (207)255-8133

Fax: 866-528-2924

Karen Eldridge

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48066 www.zipLogix.com

Eric & Paula Holm

MAINE SEA SALT
STEPHEN AND SHARON COOK
11 CHURCH LANE
MARSHFIELD, ME 04654
207-258-3310

1865

52-7459/2112

5-17-17

Pay to the
Order of

Re-max High & Harbor Realty \$ 500.00
John H. H. H. H.



For *Earliest Money*

S. H. C.

1-21-27-53-11-801-11-58-7000-18-5

COPY *off 2/3*

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date May 25, 2017

Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Maine Sea Salt Company ("Buyer") and Eric J. Holm, Paula J. Holm ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of; If "part of" see para. 22 for explanation) the property situated in municipality of Machias, County of Washington, State of Maine, located at Map 7 Lot 7-F, Broadway and described in deed(s) recorded at said County's Registry of Deeds Book(s) 3463, Page(s) 295.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 37,500.00. Buyer ☒ has delivered; or ☐ will deliver to the Agency within _____ days of the Effective Date, a deposit of earnest money in the amount \$ 500.00. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. If Buyer fails to deliver the initial or deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Re/Max Hills and Harbors Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until May 29, 2017 (date) 4:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on July 31, 2017 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) none. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Revised 2017

Page 1 of 4 - P&S-LO

Buyer(s) Initials SL

Seller(s) Initials _____

Re/Max A-1 Associates, 6 M and M Place Machias, ME 04654

Phone: (207)255-8133

Fax: 866-528-2924

Karen Eldridge

Steve Cook

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: <u>contact DEP regarding any previous hazardous waste reports recorded</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>30 cal.</u> days	<u>buyer</u>	<u>buyer</u>
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within <u>30 cal.</u> days	<u>buyer</u>	<u>buyer</u>
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within <u>30 cal.</u> days	<u>buyer</u>	<u>buyer</u>
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____

*If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☒ No

Further specifications regarding any of the above: none

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

FINANCING: Buyer's obligation to close;

☐ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.

☒ is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a business loan of \$100,000 % of the ~~purchase price~~, at an interest rate not to exceed 6.000 % and amortized over a period of 15 years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within 5 days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have 5 days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than n/a points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Karen Eldridge, Broker (013375) of Re/Max Hills and Harbors Realty (2462)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☒ Disc Dual Agent ☐ Transaction Broker

Karen Eldridge, Broker (013375) of Re/Max Hills and Harbors Realty (2462)
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☒ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this

21. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

23. GENERAL PROVISIONS:

24. ADDENDA: ☒ Yes Explain: _____ ☐ No


 05/26/2017
 BUYER _____ DATE _____
 Maine Sea Salt Company

Seller's Mailing address is 1071 Boot Cove Road, Lubec, ME 04652

SELLER Eric J. Holm	DATE	SELLER Paula J. Holm	DATE
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Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

<u>BUYER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>
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The time for the performance of this Agreement is extended until _____ DATE

SELLER	DATE	SELLER	DATE
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<u>BUYER</u>	<u>DATE</u>	<u>BUYER</u>	<u>DATE</u>
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SELLER'S PROPERTY DISCLOSURE - LAND ONLY

Map 7 Lot 7-F, Broadway

PROPERTY LOCATED AT: Machias, ME 04654

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 the Seller and any Buyer. The Seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate licensees and to prospective buyers of this property. The Seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

NOTE: DO NOT LEAVE ANY QUESTIONS BLANK. WRITE N/A (NOT APPLICABLE) OR UNKNOWN IF NEEDED.

SECTION I. HAZARDOUS MATERIAL

The Seller makes the following representations regarding known hazardous materials that are currently or previously existing in or on the real estate:

A. UNDERGROUND STORAGE TANKS - Current or previously existing:

Are there now, or have there ever been, any underground storage tanks on your property? ☐ Yes ☐ No ☒ Unknown

IF YES: Are tanks in current use? ☐ Yes ☐ No ☐ Unknown

IF NO above: How long have tank(s) been out of service? _____

What materials are, or were, stored in the tank(s)? _____

Age of tank(s): _____ Size of tank(s): _____

Location: _____

Have you experienced any problems such as leakage? _____

Are tanks registered with the Dept. of Environmental Protection? ☐ Yes ☐ No ☐ Unknown

If tanks are no longer in use, have tanks been abandoned according to D.E.P.? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Source of information: _____

B. OTHER HAZARDOUS MATERIALS - Current or previously existing (such as Toxic Material, Land Fill, Radioactive Material, etc.):

☐ Yes ☐ No ☒ Unknown

Attachment explaining current problems, past repairs or additional information to any of the above hazardous materials? ☐ Yes ☐ No

Source of information: _____

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

SECTION II. GENERAL INFORMATION

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

IF YES: Explain: _____

Source of information: deed, seller, survey

Are there any shoreland zoning, resource protection or other overlay zone requirements on the property? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Source of information: seller

Is the subject property the result of a division of property within the last five years (for example, subdivision)? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Source of information: seller, deed, survey

Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Blind, Working Waterfront? ☐ Yes ☒ No ☐ Unknown

IF YES: Explain: _____

Forest Management and Harvest Plan Available? ☐ Yes ☒ No ☐ Unknown

Has property ever been soil tested? ☒ Yes ☐ No ☐ Unknown If YES, are the results available? ☐ Yes ☐ No

Are mobile/manufactured homes allowed? ☒ Yes ☐ No ☐ Unknown Are modular homes allowed? ☒ Yes ☐ No ☐ Unknown

Has all or a portion of the property been surveyed? ☒ Yes ☐ No ☐ Unknown If YES, is the survey available? ☒ Yes ☐ No

ATTACHMENTS: ☐ Yes ☐ No

Source of information: seller, survey

Additional Information: none

Seller is responsible and liable for any failure to provide known information about property defects to Buyer.

Eric J. Holm

3/15/2017

Paula J. Holm

3/15/2017

SELLER ASC084C409

DATE

SELLER ASC084C409

DATE

Eric J. Holm

Paula J. Holm

I/We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER

DATE

BUYER

DATE

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Eric & Paula Holm