



<u>TO:</u>

BETSEY FITZGERALD

FROM:

TERRY TURNER

RE:

MAINE FIBER CO. – BUILDING PERMIT APPLICATION

DATE:

APRIL 8, 2016

Enclosed you will find an amended building permit application for Maine Fiber Company (MFC) for a second equipment shelter at 291 Main Street in Machias and revised drawings. The previous submitted plan had some errors regarding property lines and tax map references which are cleaned up in the attached revised drawings. I have included an updated building permit application with the correct tax map references. MFC submitted a check in the amount of \$60.00 for the building permit application fee with the original application.

Please address all questions to Terry Turner, agent for MFC.

SITE LOCATION:

527 MAIN STREET

APPLICANT:

Maine Fiber Co.

Terry Turner, agent for MFC

207-358-7461 (office) 207-956-3440 (cell) tturner@tilsontech.com

PROPERTY OWNER:

Donald Hanscom

TOWN CONTACT:

Betsey Fitzgerald 207-255-3127

TAX MAP:

Map 17 - Lot 3

DEED:

2952-73 @ Washington County

PROJECT ENG.:

Hudson Design Group - Ron Pennimpede

978-766-6305 ron.pennimpede@hudsondesigngroupllc.com

SITE CONTR:

Wireless Construction

40 Blake Road Standish, ME 04084

207-642-5751

12142

BALANCE	DEDUCTION	INVOICE AMOUNT		TION	DESCRIP) <u>. </u>	INVOICE NO	<u>re</u>
60.00		60.00	Permi	ding	Buil	MACH		2016-BP	0-16
60.00		60.00	ALS	TOT	2142	\rangle 1	CHECK NUMBER	10-16	3

MAINE FIBER COMPANY, LLC 482 CONGRESS ST., STE 100

PORTLAND, ME 04101 207-699-4550

BANK OF AMERICA 52-36 20004

Pay: ******** dollars and no cents

DATE

CHECK NO.

AMOUNT

March 10, 2016

12142 \$*******60.00

ORDER

Town of Machias

PO Box 418

Machias, ME 04654

#012142# #011200365# 458001280293#

90

FIRST AMENDMENT TO SHELTER LEASE AGREEMENT

THIS FIRST AMENDMENT TO SHELTER LEASE AGREEMENT ("First Amendment"), dated as of Jame 17, 2015, is entered into by Donald L. Hanscom having a mailing address of 58 Indian Hill Road, Marshfield, ME 04654 (hereinafter referred to as "Landlord") and Maine Fiber Company, LLC., a Maine Limited Liability Company, (FKA Maine Fiber Company, Inc.) having a mailing address of 482 Congress Street, Portland, Maine 04101 (hereinafter referred to as "Tenant").

WHEREAS, on or about August 23, 2012, Landlord and Tenant entered into a certain Shelter Lease Agreement (the "Agreement") pursuant to which the Tenant was granted an option to lease from Landlord certain Property located at 277 Main Street, Town of Machias, State of Maine; and

WHEREAS, the Tenant exercised that option and currently leases the Premises described in the Agreement from the Landlord in accordance with the terms and conditions of the said Agreement; and

WHEREAS, the Tenant desires to lease from Landlord additional space adjacent to the Premises (as depicted as the highlighted area in the attached Exhibit B) and the Landlord desires to lease such additional space, in accordance with the terms and conditions of the Agreement, as amended hereby, with such additional space to become a portion of the Premises under the terms of the agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant each agree that:

- 1. This First Amendment shall become effective upon Tenant's receipt of a Building Permit from the Town of Machias, ME ("Town") to build an additional shelter upon the Premise ("First Amendment Effective Date"). Tenant shall have 365 days from the date hereof to obtain a Building Permit from the Town and if Tenant has not obtained a Building Permit within 365 days, this First Amendment shall be null and void, provided, however, Tenant may waive the Building Permit condition in writing to Landlord prior to the end of the 365 day period and in such a case, this First Amendment shall be in full force and effect.
- 2. Tenant shall pay Landlord \$250 on the date hereof.
- 3. Commencing on the first day of the month following 365 days from the First Amendment Effective Date, Tenant's Rent shall increase by Two Hundred Dollars (\$200) for each month of the Term.
- 4. Section 2 of the Agreement is hereby replaced with the following:
 - "2. LEASE OF PREMISES. Landlord leases to Tenant a certain portion of the Property containing approximately 2,500 square feet and as described on the attached amended Exhibit B, (collectively, the "Premises") and grants such easements as are necessary for installation and operation of all equipment located in such portion of the Property, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises."

This First Amendment represents a modification of the original Agreement. Except as expressly modified hereby, the Agreement remains in full force an effect in accordance with its terms. Landlord and Tenant hereby agree that the Agreement, as amended hereby, is and shall be one integrated instrument

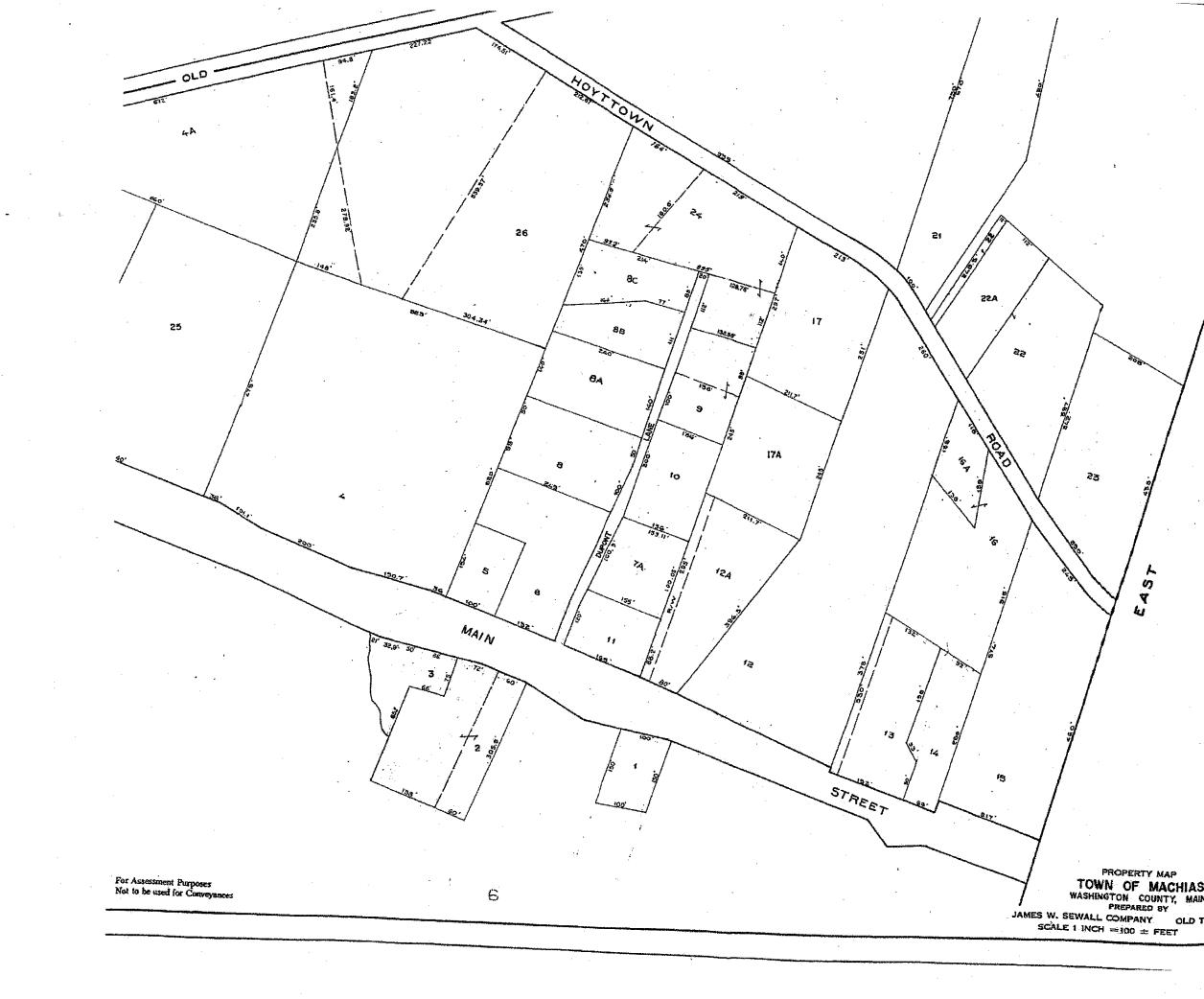
and such instrument constitutes the legal, valid and binding obligation of Landlord and Tenant in accordance with its terms. Landlord and Tenant acknowledge that the Agreement, as amended by this First Amendment, remains in full force and effect and is ratified and reaffirmed in all respects. Capitalized terms used herein without definition shall have the definition given to them in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:	"LANDLORD"
Print Name:	By: Sanald L. Hanscom Print Name: Donald L. Hanscom Date: 6-19-15
Print Name: Matthew Alliscon Print Name:	MAINE FIBER COMPANY, LLC. By: Print Name: Daily C Allian To Its: Vice President Date: July 14 Zois
TENANT ACKNOWLEDGMENT	
STATE OF Man Second Sec	fore me personally appeared Dulch Allison, and Live of Music Charles Live and ed instrument, and as such was authorized to execute this Notary Public:
O SUBLIC)	My Commission Expires: 4 1 7 2 21 5

LANDLORD ACKNOWLEDGMENT
STATE OF Main
COUNTY OF Washington) ss:
BE IT REMEMBERED, that on this 19th day of Jone, 2015 before me, the subscriber, a person authorized to take oaths in the State of Majore , personally appeared
Donald L. Hanscom who, being duly sworn on his/her/their oath, deposed and made proof to my
satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the
same as his/her/their voluntary act and deed for the purposes therein contained.
Notary Public:
My Commission Expires:

Sean R. Daye
Notary Public, State of Maine
My Commission Expires: April 11, 2021





MFC MACHIA

291 MAIN STREET MACHIAS, ME 0465

PROJE

SITE

SITE TYPE: SHELT

SHEET INDEX

VICINITY MAP

NOT TO SCALE

<u></u>		
SHEET	DESCRIPTION	REV.
T-1	TITLE SHEET	3
GN-1	GENERAL NOTES	3
C-1	KEY PLAN & PARTIAL SITE PLAN	3
A-1	COMPOUND PLAN	3
S-1	SHELTER FOUNDATION DETAILS	3
S-2	SHELTER FOUNDATION DETAILS	3
EC-1	EROSION CONTROL, FENCE & MISC. DETAILS & NOTES	3
E-1	ELECTRICAL ONE-LINE DIAGRAM, DETAILS & NOTES	3
E−2	TYPICAL GROUNDING ONE-LINE DIAGRAM	3

PROJECT INFORMATION:

PROPERTY OWNER:

DONALD HANSCOM 58 INDIAN HILL ROAD MARSHFIELD, ME 04654

APPLICANT:

MAINE FIBER COMPANY 482 CONGRESS STREET, SUITE 100 PORTLAND, ME 04101

SITE ADDRESS:

291 MAIN STREET MACHIAS, ME 04654

COUNTY:

WASHINGTON COUNTY

LATITUDE: LONGITUDE: N 44" 43' 22.80" W 67' 26' 05.50"

ZONING JURISDICTION:

TOWN OF MACHIAS

TAX ID PARCEL NUMBER:

MAP: 17 LOT: 3

ARCHITECT/ENGINEER:

HUDSON DESIGN GROUP LLC. 1600 OSGOOD STREET BUILDING 20 NORTH, SUITE 3090 NORTH ANDOVER, MA 01845

POWER COMPANY:

EMERA MAINE CORPORATE OFFICE PO BOX 932 BANGOR, ME 04402-0932 DIRECTIONS TO SITE:

DEPART US-1A / COMMERCIAL ST TOWARD UNION WHARF. D.4 MI. TURN LEFT FRANKLIN ST. O.8 MI. TAKE RAMP RIGHT FOR I-295 NORTH / US-1 TOWARD 46.6 Mi. KEEP STRAIGHT ONTO I-95 N. 79.2 Mi. AT EXIT 182A, TAKE RAMP / I-395 TOWARD BANGOR-BREWER. 4.7 Mi. AT EXIT 6A, TAKE RAMP RIGHT F ELLSWORTH / BAR HARBOR / COASTAL ROUTE. 0.3 MI. KEEP STRAIGHT ONTO

22.9 MI. BEAR LEFT ONTO US-1 / ME-3 / HIGH ST. 1.0 MI. KEEP STRAIG E / HIGH ST. 333 FT. TURN LEFT ONTO US-1 / DOWNEAST HWY. MCDONAL

30.6 MI. TURN RIGHT ONTO US-1A / BRIDGE ST. 7.7 MI. KEEP STRAIGHT 0 21.7 MI. ARRIVE AT 291 MAIN ST ON THE RIGHT



MFC **MACHIA**

291 MAIN STREET MACHIAS, ME 04654

PROJEC

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Terry Turner • Manager, Site Acquisition (w) 207-358-7461 (m) 207-956-3440 tturner@tilsontech.com www.tilsontech.com 245 Commercial St. • Suite 203

Portland, ME • 04101

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