



## Board of Directors

Tom Michaud  
**Chair**  
Sunrise Opportunities

Kay Kimball  
**Vice Chair**  
University of Maine System

Lucas Morris  
**Treasurer**  
Machias Savings Bank

Scott Beal  
Woodland Pulp

Elizabeth Neptune  
Neptune Advantage

Mike Sansing  
Bar Harbor Foods

Dan Qualls  
University of Maine at Machias

William Cody  
Calais Regional Hospital

Susan Mingo  
Washington County Community  
College

Brian Frutchey  
The By "US" Company

Ardis Brown  
Town of Danforth

### *Ex-Officio*

Betsy Fitzgerald  
**Secretary**  
Washington County  
Commissioners

Representative Will Tuell  
Washington County Legislative  
Delegation



December 17, 2021

To: Town of Machias Planning Board for discussion on January 5, 2022

Re: **CONSTRUCTION OF MAINE STREET BUSINESS BUILDING  
AT 19 MAIN STREET, MACHIAS, MAINE**

Dear Machias Planning Board Members:

I am writing to seek the following variance waivers pertaining to the proposed construction at 19 Main Street, Machias, to be known as MaineStreet Business Building, presented at the January 2022 Planning Board Meeting.

### **VARIANCE WAIVERS TO BE REQUESTED:**

- The size of the lot is 4,356 square feet; we are building within the existing lot
- Front and side setbacks will be less than 35 feet and 15 feet, respectively; new building will be placed on existing foundation and additional square footage will extend toward the river within the owner's lot and not toward Main Street or neighboring properties
- Vehicular access is public and is not located on subject property.
- Parking is municipal and is not located on subject property.

Sunrise County Economic Council has notified abutting property owners of these variance waivers, effective December 17, 2021, and we will do our best to limit the amount of noise and disruption to homes and businesses throughout construction.

### **PROJECT DETAILS**

The MaineStreet Business Building will provide shared workspace, access to highspeed broadband, private offices, meeting spaces, and shared office equipment. We hope that the building will be a vibrant hub of networking, training programs, business coaching, and other opportunities and will support Washington County entrepreneurs and small business owners as they create jobs and prosperity across the region.

Proposed Timeline of Construction:

- March 2022 – Demolition of most of the existing structure and foundation preservation
- April 2022 – Groundwork and new construction begins
- December 2022 – Substantial construction completion

If you have any concerns, please do not hesitate to contact me directly at 207-271-8368 or [crudelitch@sunrisecounty.org](mailto:crudelitch@sunrisecounty.org).

Thank you.

Sincerely,



Charles J. Rudelitch, Esq.  
Executive Director  
Sunrise County Economic Council

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Machias

Susan Mingo  
Washington County  
Community College

Brian Frutchey  
RH Foster, Inc.

Ardis Brown  
Town of Danforth

Megan Sorby  
Kingfish Maine

Dee Sabattus  
United South and Eastern  
Tribes

*Ex-Officio*

Betsy Fitzgerald  
**Secretary**  
Washington County  
Commissioners

Representative Will Tuell  
Washington County  
Legislative Delegation



Sunrise County Economic Council

December 17, 2021

Sandra J. Bryand  
106 Water Street  
Machias, Maine 04654

**Re: NOTICE OF CONSTRUCTION AT 19 MAIN STREET, MACHIAS, MAINE**

To: Neighboring Property Owners and Businesses

Dear Neighbor,

As you've probably now noticed, the banner announcing the coming business development and workspace, **MaineStreet Business Building**, is up on the front of 19 Main Street.

If you're not yet aware, we have successfully completed our capital campaign raising over \$1 million for the construction, outfitting, and initial operating expenses of this exciting new business, and we'll begin work in the new year.

The **MaineStreet Business Building** will provide rentable shared and private workspace, access to high-speed broadband, meeting spaces and shared office equipment, along with networking, training programs, business coaching, and other opportunities that will support Washington County entrepreneurs and small business owners.

I'm writing to let you know of Sunrise County Economic Council's plan going forward.

Sadly and after best efforts, it's been determined that little of the existing structure can be effectively saved. As a result, there will first need to be a tear-down phase, followed by new construction. We are working closely with the Town, the proposed construction is subject to Machias Planning Board approval, and the proposed project will be presented to the Machias Planning Board at the January 5, 2022, meeting.

The project timeline and the variances we plan to request are as follows.

Proposed Timeline of Construction:

- March 2022 – Demolition of most of the existing structure and foundation preservation
- April 2022 – Groundwork and new construction begins
- December 2022 – Substantial construction completion

Variance Waivers to be Requested:

- The size of the lot is 4,356 square feet.
- Front and side setbacks will be less than 35 feet and 15 feet, respectively.
- Vehicular access is public and is not located on subject property.
- Parking is municipal and is not located on subject property.

As we are well aware, we're all pretty close together downtown and we want you to know we'll do our best to limit the amount of noise and disruption to your homes and businesses throughout construction. Being good neighbors is our first priority. If you have any questions, concerns, or perhaps you'd like to be involved, please don't hesitate to reach out to me directly at 207-271-8368 or [crudelitch@sunrisecounty.org](mailto:crudelitch@sunrisecounty.org).

In closing, we hope you will share in the excitement as we replace a vacant building on Main Street, increase downtown activity, curb appeal, and commerce, and offer a suite of services whose very purpose is to build and grow *other* businesses.

Sincerely,



Charles J. Rudelitch, Esq.  
Executive Director  
Sunrise County Economic Council

Enc. Site Plan

Cc:	Bangor Savings Bank	R. H. Foster Energy, LLC	MRRE Holdings, LLC
	Bar Harbor Bank & Trust	Freshies Machias	Whole Life Natural Market & Café
	King Associates, LLC	Roland and Sylvia Pouliot	French Cellar
	Machias River Investments, Inc.	Thirsty Moose	Columbia Falls Pottery
	Machias River General Store	Sandra J. Bryand	Hing Garden
	Points East Real Estate	Woodwind Custom Framers	Undertow Skate Shop and More
	Wooleez of Maine	Susan Corbett	Mahoney's Gaming Emporium
	County Wide News	Axiom Technologies, LLC	Town of Machias
	Machias Savings Bank		

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

No. of Pieces: 1  
**OFFICIAL USE**

Certified Mail Fee	\$3.75
\$	\$3.05
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage	\$0.58
\$	
Total Postage and Fees	\$7.38
\$	

0654  
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Postmark  
Here

12/17/2021

Send To  
*Candace J Bryant*  
Street and Apt. No., or PO Box No.  
*106 Water St*  
City, State, ZIP+4®  
*Wachusett MA 01624*


PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7020 0640 0001 7506 9834

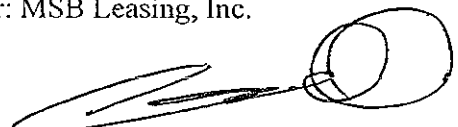
## PURCHASE AND SALE AGREEMENT EXTENSION

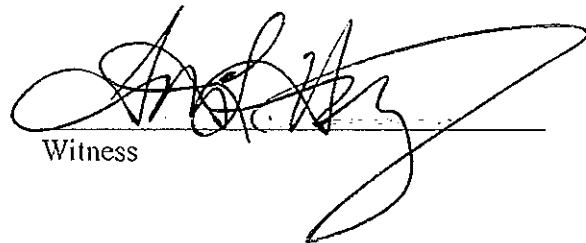
THIS PURCHASE AND SALE AGREEMENT EXTENSION (the "Extension") is made by and between **MSB LEASING, INC.**, a Maine corporation with a principal place of business in Machias, Maine ("Seller"), and **SUNRISE COUNTY ECONOMIC COUNCIL**, a Maine non-profit corporation with a principal place of business in Machias, Maine ("Buyer") with regard to the Purchase and Sale Agreement between the parties dated February 27, 2020 (the "Agreement") for 19 Main Street, Machias, Maine. The parties hereby agree that the Agreement shall be modified by extending the closing date from March 12, 2020 to March 19, 2020 in order for Seller to complete its title review and prepare for closing. In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

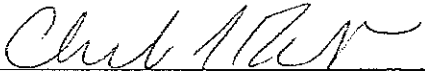
  
\_\_\_\_\_  
Witness

Seller: MSB Leasing, Inc.

By:   
\_\_\_\_\_  
Christian A. Lyford, President

  
\_\_\_\_\_  
Witness

Buyer: Sunrise County Economic Council

By:  3-13-20  
\_\_\_\_\_  
Name: Charles J. Rudelitch  
Its: Executive Director

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made by and between MSB LEASING, INC., a Maine corporation with a principal place of business in Machias, Maine ("Seller"), and SUNRISE COUNTY ECONOMIC COUNCIL, a Maine non-profit corporation with a principal place of business in Machias, Maine ("Buyer").

1. PURCHASE AND SALE OF PROPERTY. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller, on the terms and conditions hereinafter set forth, 19 Main Street, Machias, Maine, as described in the deed from Patricia M. Nash and John D. Nash, Trustees of The Nash Family Realty Trust, under Declaration of Trust dated June 7, 1995, to MSB Leasing, Inc., dated June 15, 2017 and recorded in the Washington County Registry of Deeds in Book 4365, Page 135 (the "Property").

2. PURCHASE PRICE. Seller is transferring and donating the Property to Buyer to contribute towards Buyer's mission of creating jobs and economic prosperity in Washington County by creating a center for business and technical services in Washington County for for-profit small businesses, startups and entrepreneurs. In consideration of the transfer, Buyer shall raise money to rehab and redevelop the Property and then use the Property to promote entrepreneurship and to support for-profit small businesses and startups. To that end, Machias Savings Bank Community Development Foundation ("MSBCDF") has agreed to contribute Two Hundred Thousand (\$200,000) Dollars (the "Donation") to Buyer upon the terms and conditions set forth in a certain Contribution Agreement of even date (the "Contribution Agreement"). The total cash purchase price for the Property shall be One Dollar (\$1.00) and, as other valuable consideration, in order to ensure the donation bears fruit, Seller shall retain the following rights in the Property:

a. Express Condition Subsequent:

i. Buyer shall meet the Donation Contingency requirements set forth in Section 1 of the Contribution Agreement such that the Donation is made on or before the Expiration Date set forth therein ("Condition Subsequent").

In the event Buyer satisfactorily fulfills the Condition Subsequent, then it shall be deemed automatically void and of no further force and effect. In the event that Buyer fails to satisfactorily carry out the Condition Subsequent, then upon demand by Seller, Buyer shall sell and convey unto Seller the Property for One Dollar (\$1.00). If Seller demands Buyer convey the Property to Seller, (1) Seller shall pay no extra consideration for the dollar expenditures made to that date by Buyer in connection with the Project or any other construction or renovation, (2) Buyer shall pay Seller for Seller's legal fees in connection with the re-conveyance, (3) Buyer shall convey the Property free and clear of all encumbrances and liens by Quitclaim Deed with Covenant and (4) Buyer shall deliver the duly executed and acknowledged deed and all customary closing documents required by Seller's counsel, including but not limited to, declaration of value and FIRPTA form.



b. Restrictive Covenants:

i. Within two (2) years of the Closing Date, Buyer shall complete the rehab of the existing building on the Property and obtain such permits and licenses as are necessary from the Town of Machias and others such that the Property can be opened to the public and used to promote the economic development of Washington County through the promotion of entrepreneurship and the support of for profit small businesses and startups ("Rehab Obligation").

ii. The Property may not be occupied by or leased or transferred to any business, individual or entity that may or does compete with Seller or its affiliates or subsidiaries, including but not limited to, financial services companies (including a Financial Institution as defined in 9-B M.R.S.A. §131(17)), stock brokerages, wealth management services, insurances agencies or ATM businesses ("Non-Compete Obligation").

iii. The foregoing restrictive covenants are collectively referred to as "Restrictive Covenants". In the event that Buyer fails to satisfactorily carry out or violates any Restrictive Covenants, then Seller may pursue all remedies at law or equity including specific performance, consequential, indirect or punitive damages, and damages for lost profits, lost sales or any other consequential loss.

c. Right of First Refusal: The Property shall be conveyed subject to a right of first refusal for the benefit of Seller, its successors or assigns, which shall provide that in the event that Buyer shall receive a bona fide written offer to purchase the Property that Buyer desires to accept and consummate prior to Buyer's receipt of the Donation by MSBCDF to Buyer, then Seller or its successors and assigns, as the case may be, shall have the right of first refusal to purchase the Property as follows (the "Right of First Refusal"):

i. Buyer, or its successors and assigns, shall give to Seller or its successor or assign a notice in writing specifying the terms and conditions of the offer it desires to accept and offering to sell the Property to the Seller or its successors and assigns upon said terms and conditions; and

ii. Within twenty-one (21) calendar days after receipt of such notice, Seller, its successors or assigns shall either accept or reject said offer. If Seller, its successors or assigns, rejects the offer or if Seller, its successors or assigns, does not respond to said notice within said 21-day period, then Buyer shall be free to sell to any other person upon terms and conditions no more favorable than as specified in said notice. If a sale is to be made on terms and conditions other than so specified, then the right of first refusal shall again be offered to Seller, its successors and assigns as above set forth. If Seller, its successors or assigns accepts the offer, Seller, its successors or assigns, shall acquire the Property in accordance with the terms and conditions of the offer set forth in (i) above.

iii. The Right of First Refusal shall be deemed automatically expired and of no further force and effect upon Buyer's receipt of the Donation.

3. FORM OF DEED; QUALITY OF TITLE. At the closing of the sale, Seller shall deliver to Buyer a duly executed and acknowledged Quitclaim Deed in accordance with the Short Form Deeds Act, 33 M.R.S.A. §761, *et seq.*, conveying the Property in fee simple, free and clear of all encumbrances and liens, other than the following: (i) easements, restrictions, or agreements of record; (ii) any conditions which a physical inspection of the Property might reveal; (iii) existing laws, ordinances, or regulations governing the use of the Property; (iv) the Condition Subsequent; (v) Restrictive Covenants; and (vi) the Right of First Refusal.

Seller further agrees to execute and deliver to Buyer at the closing corporate governance documents including a resolution and a certificate by the appropriate secretary authorizing the sale.

Buyer further agrees to execute and deliver to Seller at the closing corporate governance documents including a resolution and a certificate by the appropriate secretary authorizing Buyer to enter into and fulfill its obligations under the terms of this Agreement.

4. TITLE REVIEW. Buyer's obligations under this Agreement are contingent upon title review. The cost for any title examination, including title insurance premiums, shall be the responsibility of Buyer. If Buyer finds title to the Property not to be good and marketable in accordance with the Title Standards promulgated by the Maine State Bar Association or to be subject to easements, restrictions, or agreements not otherwise acceptable to Buyer (hereinafter collectively referred to as the "Defects"), then Seller may delay closing for not more than thirty (30) days in order for Seller to attempt to cure the Defects. Seller shall have no obligation to remove or cure any Title Defects. Notice of the Defects must be delivered by Buyer to Seller, in writing, no later than 4:00 PM, local time, on February 28, 2020 or Buyer shall be deemed to have waived this contingency and the condition of title to the Property shall be deemed to be acceptable to Buyer.

In the event Seller either does not choose to or is unable to cure the Defects after exercising reasonable efforts there for, within five (5) business days of notice of the same from Seller, Buyer may elect not to purchase the Property and then this Agreement shall be void and without further obligation on the part of either party (except those specifically provided as surviving closing or termination hereof). If Buyer does not timely terminate this Agreement as provided in the preceding sentence then Buyer shall be deemed to have forever waived such termination right, and the condition of title to the Property shall be deemed to be acceptable to Buyer.

5. CONDITION. Buyer's obligations under this Agreement are not contingent upon inspections. The Property, including all structures thereon and appurtenant mechanical systems, is to be conveyed to Buyer in its "AS IS" condition **WITH NO EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO PHYSICAL CONDITION, QUALITY OR CONSTRUCTION, WORKMANSHIP, OR FITNESS FOR ANY PARTICULAR PURPOSE AND THE EXISTENCE OF ANY HAZARDOUS**

**MATERIALS, CONDITIONS OR GASES.** By executing this Agreement, Buyer acknowledges the following:

- a. Buyer is not relying on representations of Seller except as specifically set forth herein and Seller shall not conduct an inspection of the Property and has no duty to inspect and/or to discover defects prior to closing; and
- b. before entering into this Agreement Buyer was given the opportunity, either personally or through its agent, to inspect the Property thoroughly.

While Buyer's obligations under this Agreement are not contingent upon inspections, Seller hereby grants to Buyer, its agents, employees, and contractors, during the term of this Agreement, a license to enter and have access to the Property, at any reasonable time with 24 hour notice to Seller if access to the interior of the building is required, to inspect and to make such surveys, tests, inspections or assessments thereof as it deems necessary.

Buyer shall promptly restore the Property in the event that Buyer's inspections and investigations result in any damage to the Property. Buyer shall indemnify, defend and hold Seller harmless from and against all claims, loss, cost, damage and expense (including without limitation reasonable attorneys' fees and costs) resulting from the exercise by Buyer or the representatives of Buyer of its rights under this Agreement, and shall not allow any liens to be filed against the Property and shall defend, indemnify and hold Seller harmless from any such lien claim, including reasonable attorneys' fees incurred. Buyer's indemnification obligations shall include without limitation any diminution in the value of the Property arising from any act or omission of Buyer or the representatives of Buyer and any loss, cost and expense (including without limitation reasonable attorneys' fees and costs) which Seller may reasonably incur in enforcing Seller's rights in this Section. Any inspector, investigator, contractor or other person acting for or at the request of Buyer shall be properly licensed (if required) and qualified in his or her field, and shall be insured (with commercial general liability, professional liability and workers' compensation insurance) as Seller may reasonably require. Seller may require that it be named as an additional insured under any such general liability policy(ies). At the request of Seller, Buyer will deliver to Seller true copies of any reports or test results obtained by Buyer in the course of any such inspections, examinations or tests. The obligations of Buyer in this Section shall survive closing and any termination of this Agreement.

6. POSSESSION. Exclusive possession of the Property shall be delivered to Buyer at the time of closing, and free and clear of all tenancies or occupancies by any person or entity.

7. CLOSING. The closing shall take place on March 12, 2020, unless delayed in accordance with the provisions of this Agreement or by mutual agreement of the parties (the "Closing Date"). The closing shall take place at Seller's headquarters in Machias, or at another place if agreed to by both parties, at a time mutually agreeable to both parties. Both parties agree that time is of the essence with respect to this Agreement and the closing.

8. PRORATIONS AND CLOSING COSTS. The following pro-rations shall be made based on the Closing Date and the following closing costs shall be paid as follows:

- a. assessments and utilities, if any, shall be prorated between the parties;
- b. real estate taxes and assessments based on the fiscal year of the municipality of Machias shall be prorated between the parties;
- c. any other assessments or charges levied against the Property in previous years shall be paid by Seller except that any assessments or charges for the year of closing shall be prorated between the parties;
- d. the cost of clearing any Defect which Seller has chosen to cure, together with necessary recording fees, shall be paid by Seller;
- e. recording fees for the Deed shall be paid by Buyer; and
- f. Maine real estate transfer tax shall be paid in accordance with 36 M.R.S.A. §4641-A.

9. BROKERAGE FEES. Each party represents to the other that it has not dealt with any real estate broker in connection with this transaction. In the event that a claim is made by a broker, any commission determined to be owed shall be paid by the party having contact with the broker.

10. RISK OF LOSS. All risk of loss to the Property prior to the closing shall be borne by Seller, except and unless the loss was caused by Buyer. In the event that, prior to the closing, the Property is destroyed or substantially damaged, Seller may terminate this Agreement and all parties shall be released from their obligations under this Agreement (except those specifically provided as surviving closing or termination hereof).

11. CONFIDENTIALITY. Before Seller makes a public announcement about this transaction, Buyer shall not make any public release of information regarding the matters contemplated herein except (i) that Buyer may continue such communications with employees, customers, suppliers, lessees and other particular entities as may be legally required or necessary or appropriate and not inconsistent with the best interests of the other party or the prompt consummation of this transaction, and (ii) as required by law.

12. DEFAULT. In the event Buyer fails to fulfill any of Buyer's obligations hereunder, then Seller may pursue all remedies at law or equity. In the event Seller fails to fulfill any of Seller's obligations hereunder, then Buyer may pursue all remedies at law or equity.

13. GENERAL PROVISIONS.

a. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Buyer may not assign its interest under this Agreement without the prior written consent of Seller.

b. This Agreement and the Contribution Agreement of even date between Buyer and MSBCDF, constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings between them, including the Development Agreement dated October 18, 2018 (except for any obligations of Buyer specifically provided as surviving termination thereof), and shall not be altered or amended except by written amendment signed by both parties or their legal counsel.

c. This Agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall constitute but one and the same agreement. For the purposes of this Agreement, a facsimile signature shall be deemed an original.

d. If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.

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

f. For purposes of this Agreement, the "Effective Date" shall be the date by which both parties have signed this Agreement, as set forth below.

g. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing. If mailed, all notices are to be sent by reputable overnight courier or by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

Seller:

MSB Leasing, Inc.  
Machias Savings Bank  
c/o Christian A. Lyford, COO  
4 Center Street  
Machias, ME 04654

With a copy to:

Sarah L. Reinhart, Esq.  
Eaton Peabody  
P.O. Box 1210  
80 Exchange Street  
Bangor, ME 04402-1210

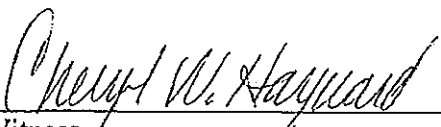
Buyer:

Sunrise County Economic Council  
7 Ames Way  
Machias, ME 04654

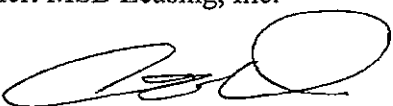
Either party may change their address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

14. SELLER'S CONTINGENCY. Seller's Obligations under this Agreement are contingent upon the Board of Directors of Seller approving the execution of this Agreement and authorizing the transfer and sale of the Property in accordance with the terms of this Agreement.

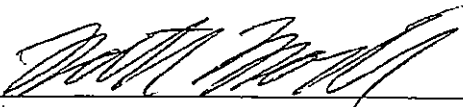
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

  
\_\_\_\_\_  
Witness

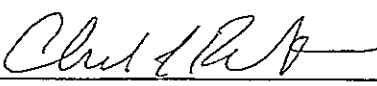
Seller: MSB Leasing, Inc.

  
\_\_\_\_\_  
Christian A. Lyford, President

2/27/2026

  
\_\_\_\_\_  
Witness

Buyer: Sunrise County Economic Council

By:   
\_\_\_\_\_  
Name: Charles T. Rudeliter  
Its: Executive Director

## QUITCLAIM DEED WITH COVENANT

DLN: \_\_\_\_\_

MSB LEASING, INC., a Maine corporation with a place of business in Machias, Maine, for consideration paid, grants to SUNRISE COUNTY ECONOMIC COUNCIL, a Maine non-profit corporation with a principal place of business in Machias, Maine, with a mailing address of 7 Ames Way, Machias, ME 04654, with quitclaim covenant, the land, together with any improvements thereon, located on the southerly side of Main Street in Machias, Washington County, Maine, described as follows:

Bounded on the North by Main Street, on the West by land formerly of Celia L. Bagley, now or formerly of Stephen Levine and Francis J. Hallissey; on the South by land formerly of the Maine Seaboard Paper Company, and on the East by a right of way leading from Main Street to the wharf formerly of said Seaboard Company, being the same premises conveyed to Wilma R. Ingalls and Brian A. Ingalls (mother and son) by Warren L. Cates, Sr. and Iva D. Cates by deed dated November 27, 1967, and recorded in the Washington County Registry of Deeds in Book 650, Page 375 (the "Property").

SUBJECT TO the following express condition subsequent:

If Grantee does not fulfill the Donation Contingency requirements set forth in Section 1 of the Contribution Agreement between Grantee and Machias Savings Bank Community Development Foundation dated February 27, 2020, then upon demand by Grantor, Grantee shall sell and convey unto Grantor the Property for One Dollar (\$1.00) and on the other terms and conditions in Section 2.a.i of the Purchase and Sale Agreement between Grantor and Grantee dated February 27, 2020.

SUBJECT TO the following restrictions:

- 1) Within two (2) years of the date hereof, Grantee shall complete the rehab of the existing building on the Property and obtain such permits and licenses as are necessary from the Town of Machias and others such that the Property can be opened to the public and used to promote the economic development of Washington County through the promotion of entrepreneurship and the support of for profit small businesses and startups.

TRANSFER TAX PAID

- 2) The Property may not be occupied by or leased or transferred to any business, individual or entity that may or does compete with Grantor or its affiliates or subsidiaries, including but not limited to, financial services companies (including a Financial Institution as defined in 9-B M.R.S.A. §131(17)), stock brokerages, wealth management services, insurance agencies or ATM businesses.

In the event that Grantee fails to satisfactorily carry out or violates either of the foregoing restrictions, then Grantor may pursue all remedies at law or equity including specific performance, consequential, indirect or punitive damages, and damages for lost profits, lost sales or any other consequential loss.

SUBJECT TO a right of first refusal for the benefit of Grantor that in the event Grantee receives a bona fide written offer to purchase the Property that Grantee desires to accept and consummate prior to Grantee's receipt of the Donation set forth in Section 1 of the said Contribution Agreement, then Grantor or its successors and assigns, as the case may be, shall have the right of first refusal to purchase the Property on the following terms:

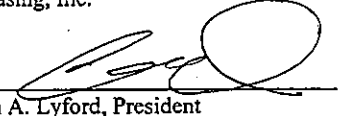
- 1) Grantee, or its successors and assigns, shall give to Grantor or its successors or assigns a notice in writing specifying the terms and conditions of the offer it desires to accept and offering to sell the Property to Grantor or its successors and assigns upon said terms and conditions.
- 2) Within twenty-one (21) calendar days after receipt of such notice, Grantor, its successors or assigns shall either accept or reject said offer. If Grantor, its successors or assigns, rejects the offer or if Grantor, its successors or assigns, does not respond to said notice within said 21-day period, then Grantee shall be free to sell the Property to any other person upon terms and conditions no more favorable than as specified in said notice. If a sale is to be made on terms and conditions other than so specified, then the right of first refusal shall again be offered to Grantor, its successors and assigns as above set forth. If Grantor, its successors or assigns accepts the offer, Grantor, its successors or assigns, shall acquire the Property in accordance with the terms and conditions of the offer set forth in the preceding paragraph.
- 3) The right of first refusal shall be deemed automatically expired and of no further force and effect upon Grantee's receipt of said Donation.

For Grantor's source of title, reference may be had to the deed from Patricia M. Nash, formerly known as Patricia M. Kelley, and John D. Nash, Trustees of The Nash Family Realty Trust under Declaration of Trust dated June 7, 1995, dated June 15, 2017 and recorded in said Registry in Book 4365, Page 135.



IN WITNESS WHEREOF, MSB Leasing, Inc. has caused this instrument to be signed in its corporate name, under seal, by Christian A. Lyford, President, thereunto duly authorized, this 18<sup>th</sup> day of March, 2020.

MSB Leasing, Inc.

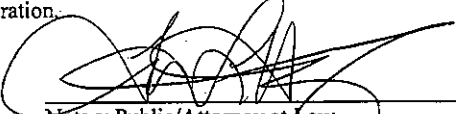
By:   
Christian A. Lyford, President

STATE OF MAINE

Washington County

March 18 2020

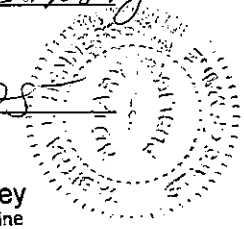
Personally appeared before me, the above named Christian A. Lyford, President of MSB Leasing, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public/Attorney at Law

Tabitha L. Hennessey  
Printed Name

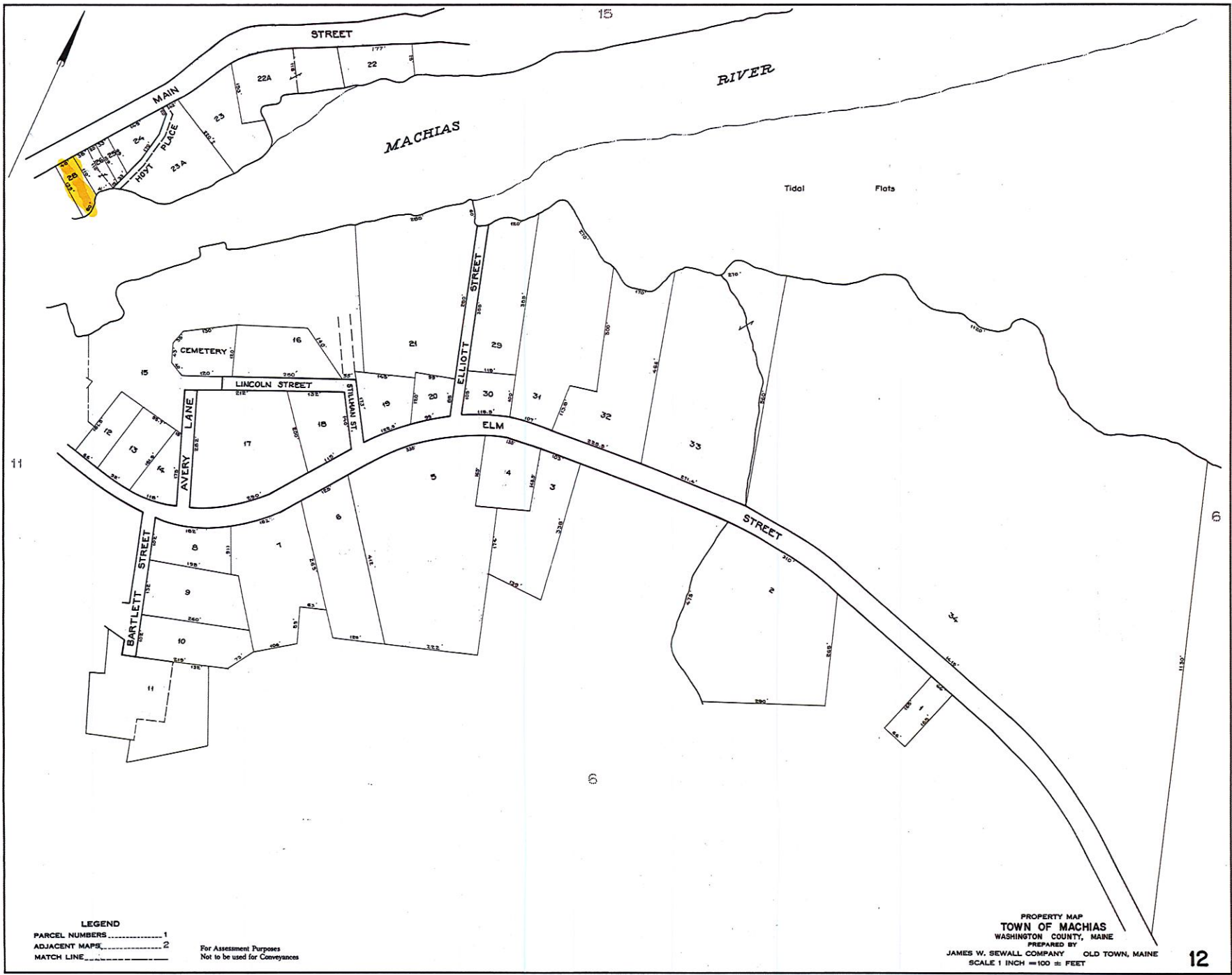
9/7/2025  
Commission Expires

Tabitha L. Hennessey  
Notary Public, State of Maine  
My Commission Expires 9/7/2025



SEAL

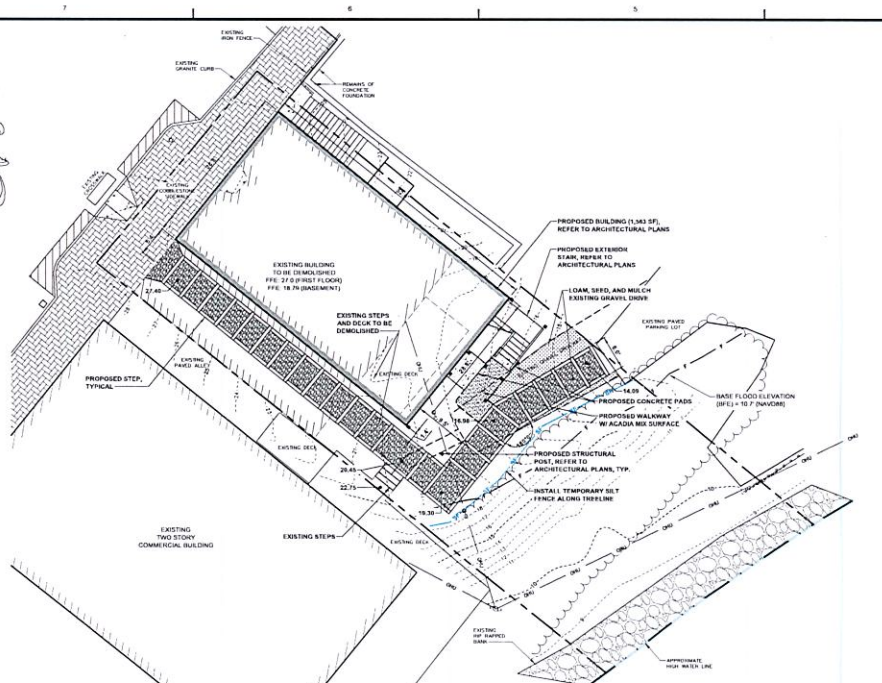
Received  
Recorded Register of Deeds  
Mar 18, 2020 10:55:24A  
Washington County  
Sharon D. Strout



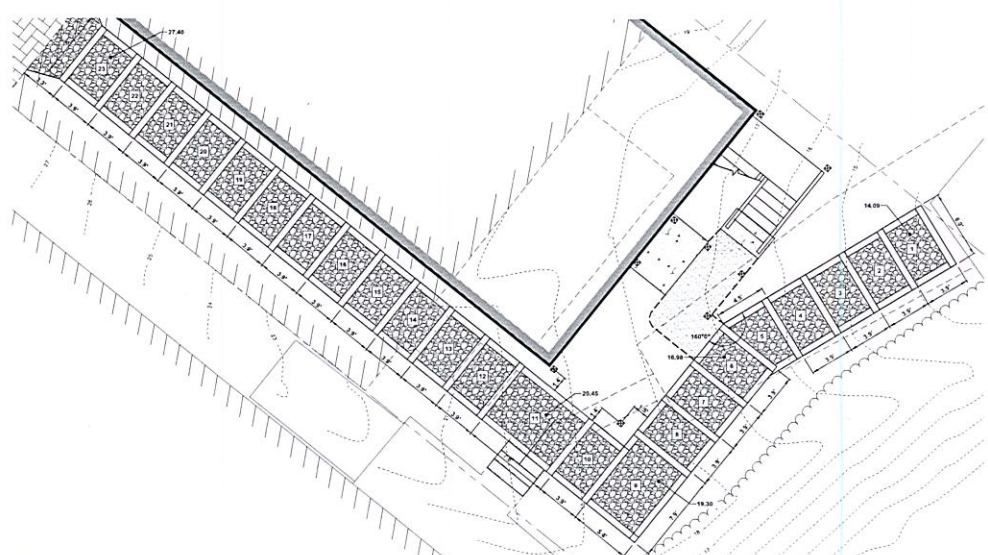
**LEGEND**  
 PARCEL NUMBERS ..... 1  
 ADJACENT MAPS ..... 2  
 MATCH LINE.....

For Assessment Purposes  
 Not to be used for Conveyances

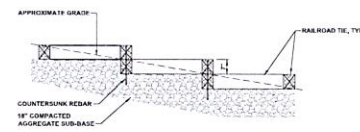
PROPERTY MAP  
**TOWN OF MACHIAS**  
 WASHINGTON COUNTY, MAINE  
 PREPARED BY  
 JAMES W. SEWALL COMPANY OLD TOWN, MAINE  
 SCALE 1 INCH = 100 ± FEET



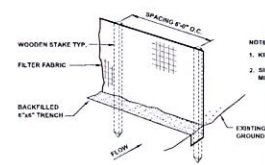
**PROPOSED SITE PLAN**  
SCALE: 1"=10'



**PROPOSED STAIR LAYOUT**  
SCALE: 1"=4"



**TYPICAL STEP DETAIL**  
N.T.S.



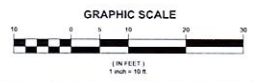
**TYPICAL SILT FENCE DETAIL**  
N.T.S.

**LEGEND:**

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
BENCHMARK	BM	BM
UTILITY POLE	U	U
CATCH BASIN	CB	CB
EDGE OF GRAVEL	---	---
EDGE OF PAVEMENT	---	---
MAJOR FOOT CONTOUR	----- 10'	----- 10'
MINOR FOOT CONTOUR	----- 2'	----- 2'
SANITARY SEWER	---	---
OVERHEAD UTILITY	---	---
UNDERGROUND UTILITIES	---	---
CHAIN LINK FENCE	---	---
SILT FENCE	---	---
GRAVEL SURFACE	---	---
VEGETATED SURFACE	---	---
STONE FILL	---	---

- PLAN REFERENCES:**
- "TOPOGRAPHIC SURVEY, SUNISE COUNTY ECONOMIC COUNCIL, MAIN STREET, MACHIAS, WASHINGTON COUNTY, MAINE" PREPARED BY HALLEY WARD AND DATED AUGUST 29, 2021
  - "BOUNDARY SURVEY PLAN - MSB LEASING, INC., MAIN STREET, MACHIAS, WASHINGTON COUNTY, MAINE" PREPARED BY CES, INC. AND DATED JULY 7, 2017 (CES FILE # 10035.07)

- NOTES:**
- THIS PLAN DEPICTS TOPOGRAPHY AS FOUND AND SURVEYED BY HALLEY WARD ON AUGUST 12, 2021, AND DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE BASED SOLELY ON INFORMATION DEPICTED ON PLAN REFERENCE #1.
  - REFERANCES SHOWN REFER TO GRID NORTH, MAINE EAST ZONE (881). REFERENCE FRAME "MACHIAS" (881) (SPACING 100 FEET, ELEVATIONS SHOWN REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83) (COMPUTED UNDER 830518).
  - TEMPORARY BENCHMARKS (TBM) (BM #1 - A 4" BENCH MARK ON THE SOUTHERLY SIDE OF THE OLD POST OFFICE ON THE NORTH SIDE OF ROUTE ONE, ONE IS STAMPED "MASSACHUSETTS INSTITUTE OF TECHNOLOGY - BENCHMARK - MACHIAS PD 1988 ELEVATION = 32.81"
  - THE HIGH WATER MARK SHOWN WAS DETERMINED USING OBSERVED EVIDENCE OF HIGH TIDE (HIGH LOW, TIDE GATION LINE, MARINE SIGN, ETC.) FURTHER VERIFICATION USING MORE PRECISE MEASUREMENTS TO LOCATION OF SALT TOL PLANT TIDE GATION ON 15 PAVEMENT MEASUREMENTS IS NECESSARY BEFORE THIS LINE CAN BE USED TO DETERMINE SPACING OF EDGE OF SHOULDER AND CURB.



REV. DATE. DESCRIPTION. BY. CHK.

ISSUING LEGAL STATEMENT

**NOT FOR CONSTRUCTION**

**HALEY WARD**  
ENGINEERING | ENVIRONMENTAL | SURVEYING  
One Washington Plaza, Suite 708  
Bangor, Maine 04401  
202.989.4824

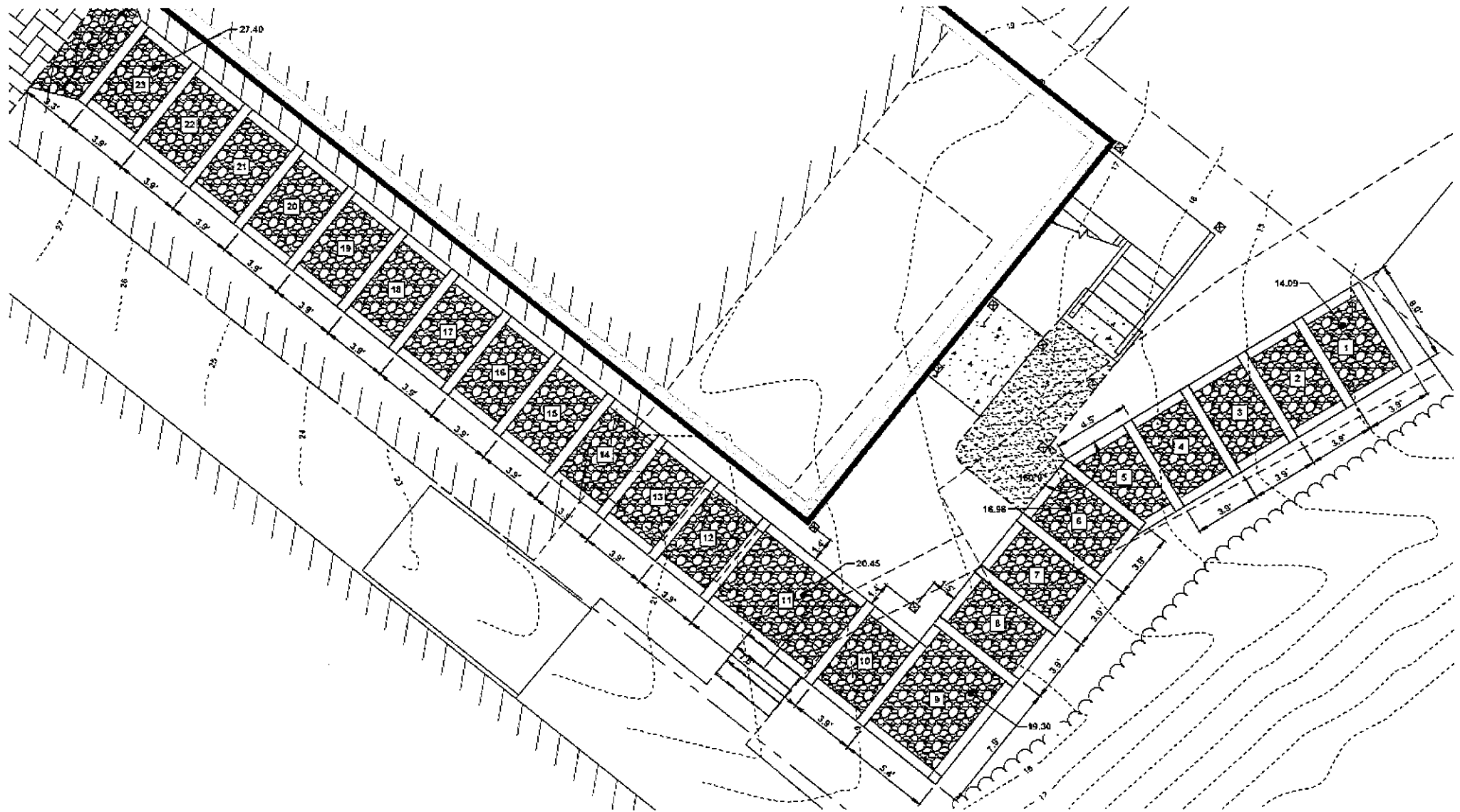
**TERRACED WALKWAY PROJECT**  
MAIN STREET, MACHIAS, MAINE

**PROPOSED SITE PLAN AND DETAILS**

DATE	2021.12.16	SCALE	1"=10'
DRAWN BY	BLD	DESIGNED BY	
PROJECT No.	11395.011	CHECKED BY	
DRAWING No.		DATE	

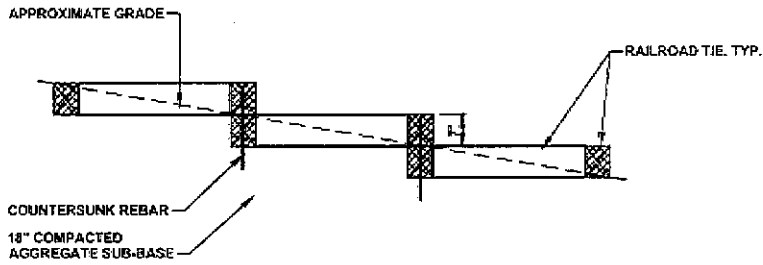
**C101**





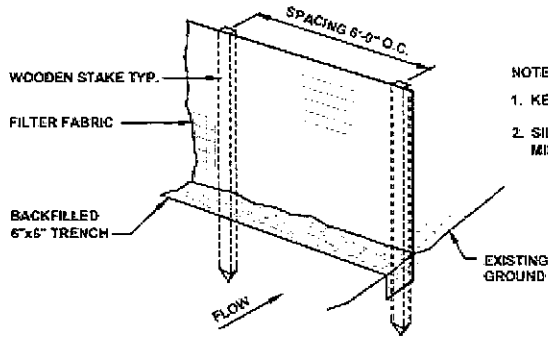
**PROPOSED STAIR LAYOUT**

SCALE: 1"=5'



NOTE:  
INFILL TREAD WITH ACADIA MDX.

**TYPICAL STEP DETAIL**  
N.T.S.



NOTES:  
1. KEY FABRIC IN A 4"x4" TRENCH W/BACKFILL.  
2. SILT FENCE SHALL BE A 3' FENCE WITH A MINIMUM GRAB STRENGTH OF 120 LBS.

**TYPICAL SILT FENCE DETAIL**  
N.T.S.

**LEGEND:**

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE	---	---
BENCHMARK	⊕	
UTILITY POLE	⊕	
CATCH BASIN	□	
EDGE OF GRAVEL	---	---
EDGE OF PAVEMENT	---	---
MAJOR FOOT CONTOUR	--- 100 ---	--- 100 ---
MINOR FOOT CONTOUR	--- 98 ---	--- 98 ---
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	
UNDERGROUND UTILITIES	UGE	
CHAIN LINK FENCE	X	
SILT FENCE		SF
GRAVEL SURFACE		
VEGETATED SURFACE		
STONE FILL		

**PLAN REFERENCES:**

- "TOPOGRAPHIC SURVEY, SUNRISE COUNTY ECONOMIC COUNCIL, MAIN STREET, MACHIAS, WASHINGTON COUNTY, MAINE" PREPARED BY HALEY WARD AND DATED AUGUST 25, 2021.
- "BOUNDARY SURVEY PLAN - MSB LEASING, INC - MAIN STREET, MACHIAS, WASHINGTON COUNTY, MAINE" PREPARED BY CES, INC. AND DATED JULY 7, 2017. (CES FILE# -0035.027)

**NOTES:**

- THIS PLAN DEPICTS TOPOGRAPHY AS FOUND AND SURVEYED BY HALEY WARD ON AUGUST 12, 2021, AND DOES NOT REPRESENT THE RESULTS OF A BOUNDARY SURVEY. PROPERTY LINES SHOWN ARE BASED SOLELY ON INFORMATION DEPICTED ON PLAN REFERENCE #1.
- BEARINGS SHOWN REFER TO GRID NORTH, MAINE EAST ZONE (1801), REFERENCE FRAME: NAD83 (2011) (EPDCH 2010.0000), ELEVATIONS SHOWN REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) (COMPUTED USING GEOID18).
- TEMPORARY BENCHMARKS (TBM):  
TBM #1 = A 4" BRONZE DISK ON THE SOUTHERLY SIDE OF THE OLD POST OFFICE ON THE NORTH SIDE OF ROUTE ONE. DISK IS STAMPED MASSACHUSETTS INSTITUTE OF TECHNOLOGY - BENCHMARK - MACHIAS PO - 1936.  
ELEVATION = 32.81'
- THE HIGH WATER MARK SHOWN WAS DETERMINED USING OBSERVED EVIDENCE OF HIGH TIDE (DEBRIS LINE, VEGETATION LINE, WATER STAINS, ETC.) FURTHER VERIFICATION, USING MORE PRECISE METHODS (IDENTIFICATION OF SALT TOLERANT VEGETATION OR ELEVATION MEASUREMENTS) IS NECESSARY BEFORE THIS LINE CAN BE USED TO DETERMINE SETBACKS OR EDGE OF SHORELAND ZONE.

**TOWN OF MACHIAS  
RESIDENTIAL OR COMMERCIAL BUILDING SEWER APPLICATION**

To the Town of Machias:

The undersigned, being the Sunrise County Economic Council of the property  
(Owner, Owner's, Agent)

located at 19 Main Street, Machias, ME, does hereby request a  
(Number) (Street)

permit to install, connect, or reconnect a building sewer to serve the  
Main Street Business Building (Commercial Use) at said location. 012 028  
(Residence, Commercial Building, etc.) (Map) (Lot)

1. The following indicated fixtures will be connected to the proposed building sewer:

<u>Number</u>	<u>Fixtures</u>	<u>Number</u>	<u>Fixtures</u>
<u>1</u>	Kitchen Sinks	<u>2</u>	Water Closets
<u>2</u>	Lavatories	<u>0</u>	Bath Tubs
<u>0</u>	Laundry Tubs	<u>0</u>	Showers
<u>0</u>	Urinals	<u>0</u>	Garbage Disposal

Specify other fixtures: \_\_\_\_\_

2. The maximum number of persons who will use the above fixtures are: 40
3. The name, address, and phone number of the person or firm who will perform the propose work:

To be determined ; contractor not yet selected

FIRMS PERMIT EXPIRATION DATE: \_\_\_\_\_

4. Plans and specifications for the proposed building sewer are attached hereunto as Exhibit "A".

In consideration of the granting of this permit, the undersigned agrees to:

1. Accept and abide by all provisions of the Sewer Ordinance of the Town of Machias, and all other pertinent ordinances or regulations that may be adopted in the future. (All sewer laterals are to be connected at the main line with a properly sized saddle or wye connector.)
2. Maintain the building sewer at no expense to the Town of Machias.
3. Notify the Superintendent 24 hours in advance of when the building sewer is ready for inspection and connection to the public sewer, but before any of the work is covered.  
(207) 255-3295

Signature: Chumbi R. A.  
(Applicant)

Date: 12-16-21

7 Ames way, Machias, ME 041054  
(Address of Applicant)

**RATES**

Residential Sewer Line Reconnection Fee:	\$10.00 Per Unit
<u>Commercial Sewer Line Reconnection Fee:</u>	<u>\$50.00 Per Unit</u>
Residential New Sewer Line Connection Fee:	\$50.00 Per Unit
Commercial New Sewer Line Connection Fee:	\$300.00 Per Unit
R.V. Dumping Fee:	\$10.00 Per R.V.
Resident Dumping Fee:	\$ 50.00 Per Thousand Gallons
Non-Resident Dumping Fee:	\$ 50.00 Per Thousand Gallons