

APPLICATION FOR BUILDING PERMIT
Town of Machias, Maine

Building Permit request for:
() New Construction () Expansion / Alteration
() Moving of Building (X) Reconstruction / Replacement
() Conversion to another or different use
Date application received at Town Office: 8/5/2026 Fee Paid \$ 70-
Recipients Initials: JAL

Name of Applicant: Daniel G Billings
(or Agent)
Address of Applicant: 128 Kennebec Rd PO Box 50
Machias, ME 04654 Telephone: 860-208-3877
Address of Building(s): 128 Kennebec Rd Machias ME 04654
Map 5 Lot 7B

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

Indicate what other structures are located on the same lot and the uses:
8x8 Shed

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

- 1. () Yes (X) No A waiver or variance is requested. (Attach separate sheet stating the request and reasons why you believe they should be allowed.)
- 2. (X) Yes () No A copy of the applicable town tax map showing lot location is attached.
- 3. () Yes (X) 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:
(X) Well () Spring () Other
- 4. () Yes (X) 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. (X) 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. (X) 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. (X) 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 (X) No Will surface water drainage adversely affect any neighboring properties?
- 9. () Yes (X) No Will lighting reflect beyond lot lines or cause annoyance to neighboring properties?
- 10. (X) Yes () No Lot has a minimum of at least 100 feet of frontage on a town road or deeded private way.
- 11. (X) Yes () No The building lot is at least 15,000 square feet in size or larger.
- 12. (X) Yes () No The building setback will be at least 35 feet from the front of the lot.
- 13. (X) Yes () No Side and rear distances from the lot lines are at least 15 feet to proposed building.
- 14. (X) 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. (X) 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 (X) 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 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 DP Water Pollution Flood Hazard Development Permit
Air Pollution Soil Erosion Maine DOT Entrance Permit
Shoreland Zoning Surface Drainage Sewer Connection Permit
Sewage Pollution DB Noise Level Natural Resources Protection Act Permit
Other

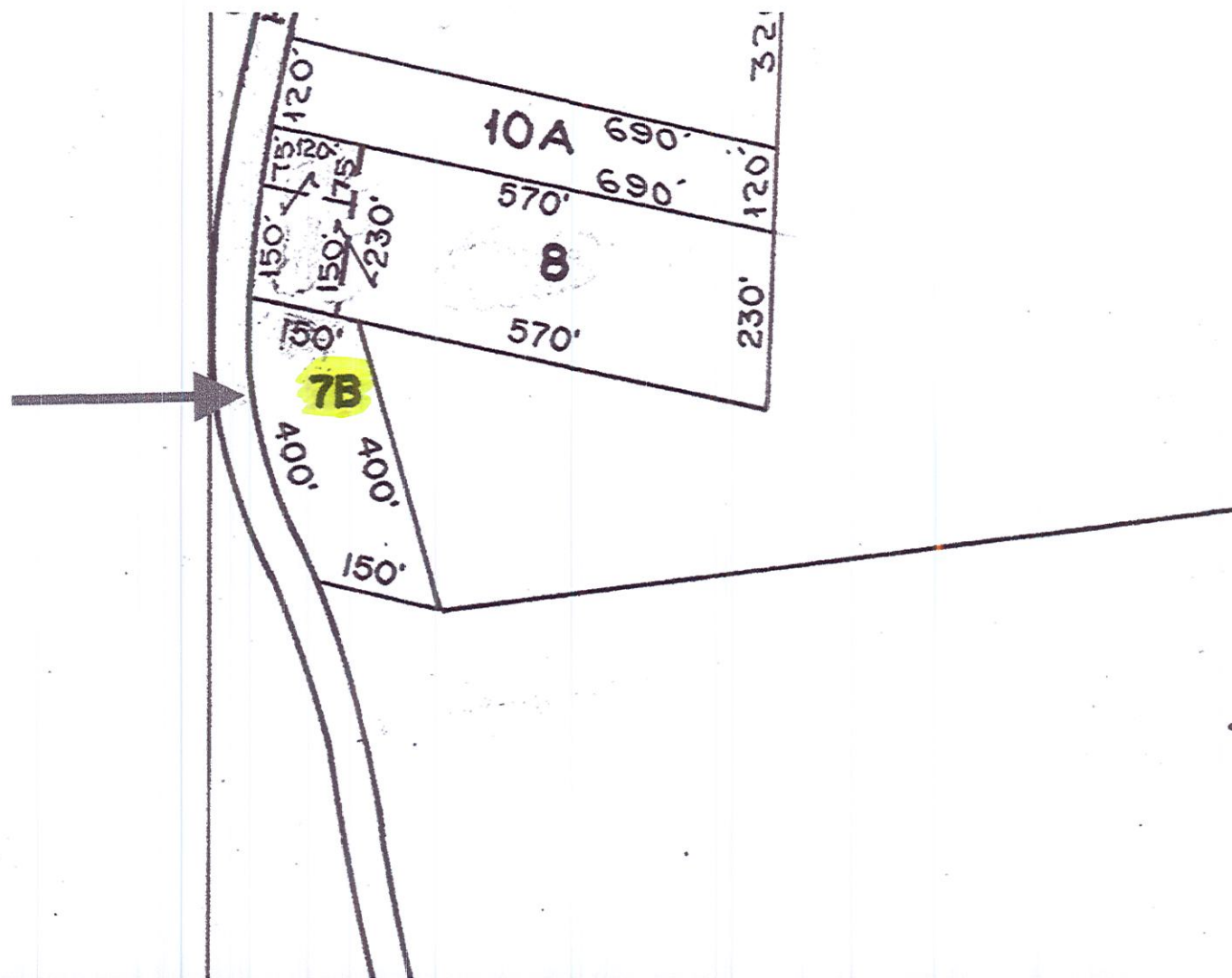
19. Estimated cost of proposed building or structure(s): \$ 110,000
20. Name, address and telephone number of contractor or builder: Owner/Builder Daniel Billings 128 Kennebec Rd PO Box 50
Machias ME 04654
860-208-3877

21. I have read and understand the Town of Machias Building Permit Ordinance and herby 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: [Signature]

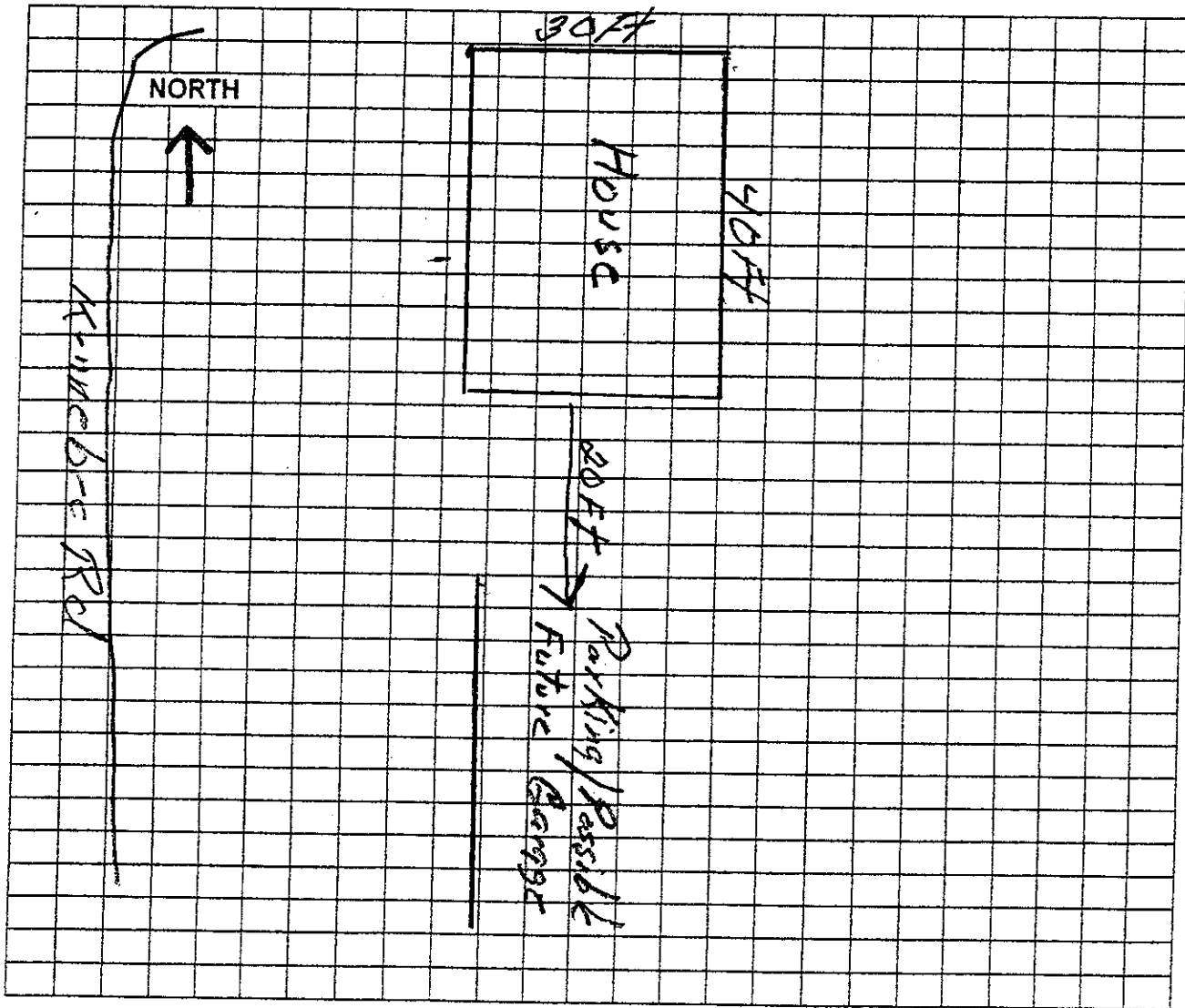
NOTE: Although not required, it is recommended that the applicant, or a duly appointed representative attend the meeting at which the application for a Building Permit is to be considered.

For Planning Board use:
Building Permit: () Approved () Denied
By the Planning Board on (Date):
Authorized Planning Board Signature:



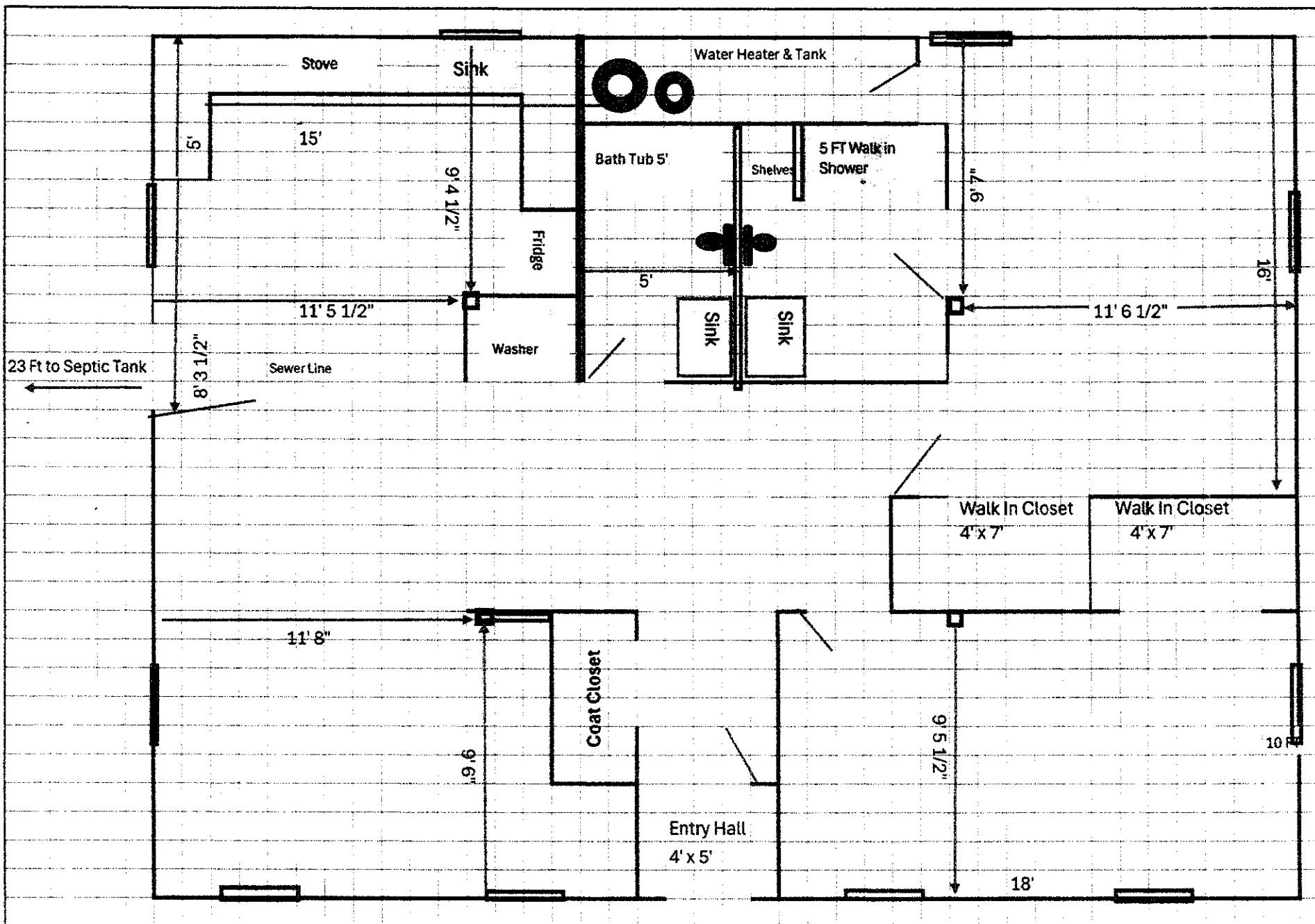
Site Plan

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: 1 Inch = 20 Ft.

← 39' 5 1/4" →



← 29' 4 1/2" →

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Town, City, Plantation

MACHIAS

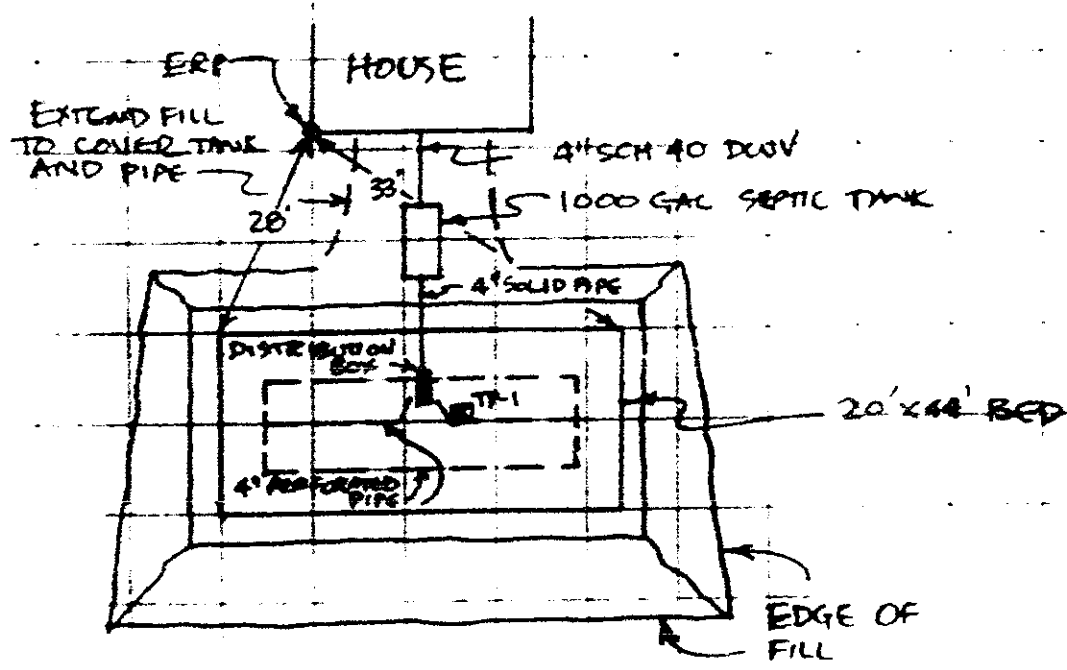
Street, Road, Subdivision
KENNEBEC ROAD

Department of Human Services
Division of Health Engineering

Owner's Name
RONALD GOTT

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale 1" = 20' FL

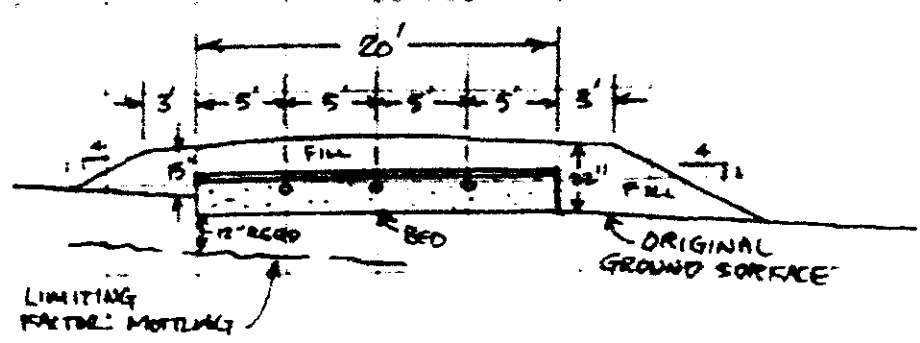


FILL REQUIREMENTS		CONSTRUCTION ELEVATIONS		ELEVATION REFERENCE POINT LOCATION & DESCRIPTION FLAGGED NAIL ON CORNER OF HOUSE
Depth of Fill (Upslope)	15"	Reference Elevation is	0.0'	
Depth of Fill (Downslope)	22"	Bottom of Disposal Area	-4.7'	
		Top of Distribution Lines or Chambers	-3.0'	

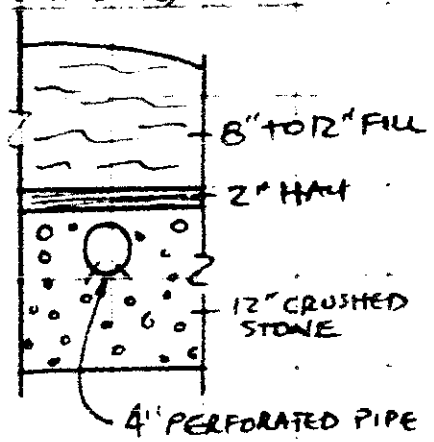
DISPOSAL AREA CROSS SECTION

Scale:
Vertical: 1 inch = 5' PL
Horizontal: 1 inch = 10' PL

CROSS SECTION:



SECTION ENLARGED: (NOT TO SCALE)



Deane L Bradshaw

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Town City Plantation

MACHIAS

Street Road Subdivision
KENNEBEC RD

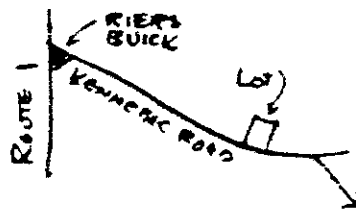
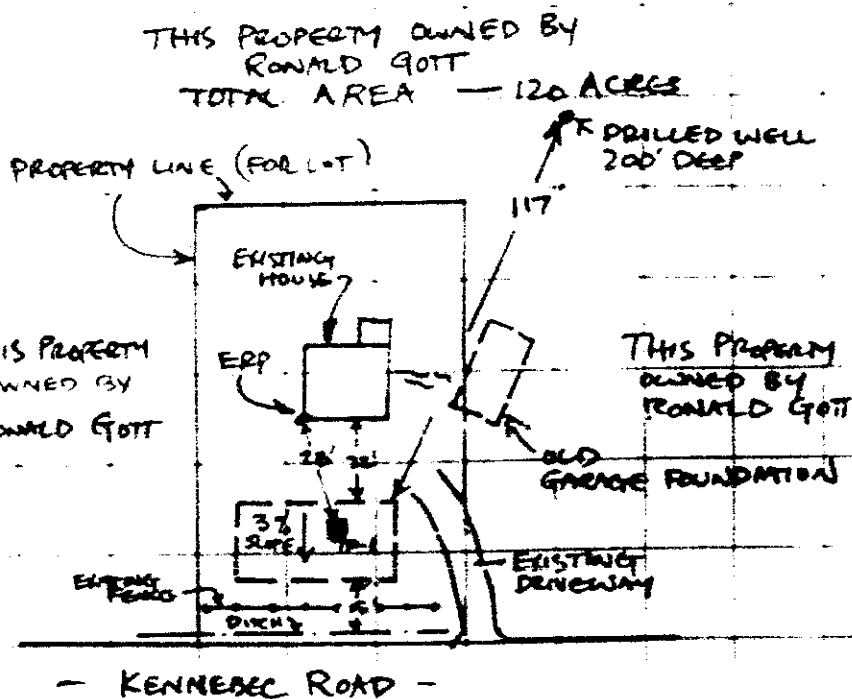
SITE PLAN

Scale 1" = 50 Ft

Department of Human Services
Division of Health Engineering

Owner's Name
RONALD GOTT

SITE LOCATION PLAN: Attach
Map from Maine Atlas for
New System Variance



SOIL DESCRIPTION AND CLASSIFICATION (Location: [Blank] Date: [Blank])				
Observation Hole TP-1		☒ Test Pit ☐ Boring		
Depth of Organic Horizon Above Mineral Soil				
Texture	Consistency	Color	Moisture	
5 FINE SANDY LOAM (OLD FILL)	MODERATELY FIRM	RED BROWN	NONE	
15 SILT LOAM	FIRM	BROWN	MOTTLED	
25 SILT LOAM, (ORIGINAL SOIL PROFILE)		DARK BROWN		
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SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 289-3626

PROPERTY ADDRESS	
Town Or Plantation	MACHIAS
Street	KENNEBEC ROAD
Subdivision Lot #	
PROPERTY OWNERS NAME	
Last	GOTT
First	RONALD
Applicant Name	
RONALD GOTT	
Mailing Address of Owner Applicant (if Different)	
Box 89, RFD KENNEBEC RD, MACHIAS	

0009 MACHIAS	*** 29270 ***
7-15-83 Peter Slagter Local Plumbing Inspector	\$ 400.00 FEE LPI # 294 On-Line Charge

Owner Applicant Statement

I certify that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Local Plumbing Inspector to deny a Permit.

Ronald Gott 7/15/83
Signature of Owner Applicant Date

Caution: Inspection Required

have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules.

Local Plumbing Inspector Signature

Date Approved

PERMIT INFORMATION

THIS APPLICATION IS FOR: 1 ☐ NEW SYSTEM 2 ☒ REPLACEMENT SYSTEM FOR EX. MALE SINK DRAIN & PRIVY 3 ☐ EXPANDED SYSTEM 4 ☐ SEASONAL CONVERSION 5 ☐ EXPERIMENTAL SYSTEM	THIS APPLICATION REQUIRES: 1 ☒ NO RULE VARIANCE REQUIRED 2 ☐ NEW SYSTEM VARIANCE 3 ☐ REPLACEMENT SYSTEM VARIANCE 4 ☐ Requires only Local Plumbing Inspector Approval 5 ☐ Requires both State and Local Plumbing Inspector Approval	INSTALLATION IS COMPLETE SYSTEM 1 ☒ NON-ENGINEERED SYSTEM 2 ☐ PRIMITIVE SYSTEM (Includes Alternative Toilet) 3 ☐ ENGINEERED (1-2000 gpd) INDIVIDUALLY INSTALLED COMPONENTS 4 ☐ TREATMENT TANK ONLY 5 ☐ HOLDING TANK 6 ☐ ALTERNATIVE TOILET ONLY 7 ☐ NON-ENGINEERED DISPOSAL AREA (ONLY) 8 ☐ ENGINEERED DISPOSAL AREA (ONLY) 9 ☐ SEPARATED LAUNDRY SYSTEM
IF REPLACEMENT SYSTEM: YEAR FAILING SYSTEM INSTALLED _____ THE FAILING SYSTEM IS: 1 ☐ BED 3 ☐ TRENCH 2 ☐ CHAMBER 4 ☐ OTHER _____	DISPOSAL SYSTEM TO SERVE: 1 ☒ SINGLE FAMILY DWELLING 2 ☐ MODULAR OR MOBILE HOME 3 ☐ MULTIPLE FAMILY DWELLING 4 ☐ OTHER _____ SPECIFY _____	TYPE OF WATER SUPPLY _____
SIZE OF PROPERTY 9000 SQ FT	ZONING RURAL RESIDENTIAL	

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 2)

TREATMENT TANK 1 ☐ SEPTIC ☒ Regular ☐ Low Profile 2 ☐ AEROBIC SIZE 1000 GALS	WATER CONSERVATION 1 ☒ NONE 2 ☐ LOW VOLUME TOILET 3 ☐ SEPARATED LAUNDRY SYSTEM 4 ☐ ALTERNATIVE TOILET SPECIFY _____	PUMPING 1 ☒ NOT REQUIRED 2 ☐ MAY BE REQUIRED (DEPENDENT ON TREATMENT TANK LOCATION AND ELEVATION) 3 ☐ REQUIRED DOSE _____ GALS	CRITERIA USED FOR DESIGN FLOW (BEDROOMS SEATING EMPLOYEES, WATER RECORDS, ETC.) 3 Bedroom Home - 270 GPD DESIGN FLOW 270 GALLONS DAY
SOIL CONDITIONS USED FOR DESIGN PURPOSES PROFILE 2 CONDITION C DEPTH TO LIMITING FACTOR 19"	SIZE RATINGS USED FOR DESIGN PURPOSES 1 ☐ SMALL 2 ☐ MEDIUM 3 ☒ MEDIUM-LARGE 4 ☐ LARGE 5 ☐ EXTRA-LARGE	DISPOSAL AREA TYPE SIZE 1 ☒ BED _____ SQ. FT. 2 ☐ CHAMBER _____ SQ. FT. 3 ☐ REGULAR (14x20) _____ SQ. FT. 4 ☐ TRENCH _____ LINEAR FT. 5 ☐ OTHER _____	

SITE EVALUATOR STATEMENT

On 6/29/83 (date) I conducted a site evaluation for this project and certify that the data reported is accurate. The system I propose is in accordance with the Subsurface Wastewater Disposal Rules.

Deane L. Bradshaw
Site Evaluator or Professional Engineer's Signature

#159
SEE PAGE

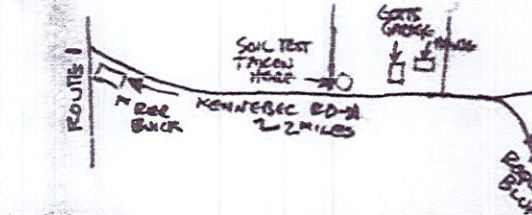
7/8/83
Date

Page 1 of 2
HSE 200, Rev. 4-82

STATE COPY

APPLICATION FOR SUBSURFACE WASTEWATER DISPOSAL PERMIT

This is NOT A Permit. This Form When Completed Must Be Presented To The Local Plumbing Inspector To Obtain A Permit

This Application is For ☒ New System ☐ Replacement Of Entire System ☐ Replacement Of Disposal Area Only ☐ Expanded System ☐ Commission Permit		Variance ☒ None Required ☐ New System Variance ☐ Replacement System Variance ☐ LPI Approval ☐ Dept. Review	
PROPERTY LOCATION MACHIAS Town, Plantation		KENNEBEC RD Street, Road	N/A Subdivision Name
PROPERTY OWNER OR APPLICANT RONALD GOTT		TYPE OF STRUCTURE, DESIGN FLOW ☒ Single Family Dwelling Number of Bedrooms 2 Design Flow 180 GPD Design Flow based on ☒ Minimum ☐ Moderate ☐ Conservative ☐ Reduction in Design Flow Due to Water Conservation If so, specify type (s) _____ ☐ Other Establishment Specify _____ Type of Facility _____ (Number of Employees, Seating Capacity, Building Size, etc.) _____ Design Flow _____ GPD If greater than 2100 GPD, Specify Professional Engineer.	
Mailing Address Box 89, KENNEBEC RD Street MACHIAS ME. 04654 Town State Zip Code		PROPERTY INFORMATION Area of Property 100 Sq. Ft. ☒ Acres ☒ Acre ☐ Acre ☐ Acre If owned, type of zoning RESIDENTIAL Property on Water Body (If so, Name of Water Body) _____ Water Supply is ☐ Public Utility ☐ Drilled Well ☐ Spring ☒ Surface Water ☐ Dig Well _____ Depth _____ Feet ☐ Well Point _____ Depth _____ Feet ☐ Surface Water TO BE DEVELOPED	
LOCATION PLAN OF PROPERTY 			
SOIL PROFILE DESCRIPTION Location of Observation Holes shown on page 2			
TEXTURAL DESCRIPTION OF EACH SOIL STRAT ENCOUNTERED	Observation Hole No. TP-1 ☒ Test Pit ☐ Boring	Observation Hole No. _____ ☐ Test Pit ☐ Boring	Observation Hole No. _____ ☐ Test Pit ☐ Boring
	Original Strata or Sealing Path Thickness _____	Original Strata or Sealing Path Thickness _____	Original Strata or Sealing Path Thickness _____
	1st Original Mineral Soil Strata Depth from 0 to 18 Thickness 18"	1st Original Mineral Soil Strata Depth from 0 to _____ Thickness _____	1st Original Mineral Soil Strata Depth from 0 to _____ Thickness _____
	2nd TAN FINE SAND, SILTY Depth from 18" to 46" Thickness 28"	2nd _____ Depth from _____ to _____ Thickness _____	2nd _____ Depth from _____ to _____ Thickness _____
	3rd _____ Depth from _____ to _____ Thickness _____	3rd _____ Depth from _____ to _____ Thickness _____	3rd _____ Depth from _____ to _____ Thickness _____
	4th _____ Depth from _____ to _____ Thickness _____	4th _____ Depth from _____ to _____ Thickness _____	4th _____ Depth from _____ to _____ Thickness _____
	5th _____ Depth from _____ to _____ Thickness _____	5th _____ Depth from _____ to _____ Thickness _____	5th _____ Depth from _____ to _____ Thickness _____
	6th _____ Depth from _____ to _____ Thickness _____	6th _____ Depth from _____ to _____ Thickness _____	6th _____ Depth from _____ to _____ Thickness _____
	Total Depth of Observation Hole 46	Total Depth of Observation Hole _____	Total Depth of Observation Hole _____
	Maximum Seasonal High Ground Water Table Depth 15.7' ☐ None evident	Maximum Seasonal High Ground Water Table Depth _____ ☐ None evident	Maximum Seasonal High Ground Water Table Depth _____ ☐ None evident
Depth to Restrictive Layer ☒ None evident	Depth to Restrictive Layer ☐ None evident	Depth to Restrictive Layer ☐ None evident	
Depth to Bedrock ☒ None evident	Depth to Bedrock ☐ None evident	Depth to Bedrock ☐ None evident	
PROFILE 1 CONDITION C SLOPE 3%	PROFILE _____ CONDITION _____ SLOPE 9%	PROFILE _____ CONDITION _____ SLOPE 9%	
DISPOSAL SYSTEM PROPOSED Location of system and Details on Proposed Plan on page 2			
TYPE OF SYSTEM ☒ Conventional System ☐ Separated System If separated system, type of black waste disposal system to be used: ☐ Composting ☐ Pit Privy ☐ Second Vault Privy ☐ Other _____ Specify: _____ ☐ Sewer/Land System ☐ Fertilizer System ☐ Holding Tank	TREATMENT TANK ☒ Septic Tank ☐ Aerobic Tank Size 1000 Gals. DOSAGE ☒ Pumping is not required ☐ Pumping is required The dose should be _____ Gals. Dosage chamber capacity shall be _____ Gals. ☐ System should be vented	SUBSURFACE DISPOSAL AREA/TYPE ☐ Trench Disposal Area Total linear feet of trench _____ ft. Number of Trench Runs _____ Length of each trench line _____ ft. Depth of Stone _____ inches Reduction in trench length due to stone disposal _____ ft. ☒ Land Disposal Area Total land area 738 sq. ft. Number of lots 1 Width 20 ft. Length 37 ft. ☐ Chamber Septic System Total chamber area _____ sq. ft. Number of chambers _____ Width _____ ft. Length _____ ft. ☐ M-20 required	SYSTEM SIZE RATING ☐ Small ☐ Medium ☐ Medium Large ☒ Large ☐ Extra Large DISPOSAL AREA ELEVATION Depth of Up Slope Fill required 17" inches Depth of Down Slope Fill required 24" inches Reference Elevation Point established at 100.0 Elevation Disposal Area Bottom to be established at 94.2 Elevation Top of Distribution Lines or Top of Chambers 95.0 Elevation ☒ Yes ☐ No: The proposed subsurface disposal area will be located at least 100 feet from any and all wells, springs, surface water bodies and courses (lake, pond, ocean, brook stream, river), swamps, marshes, and bogs. ☒ Yes ☐ No: The proposed subsurface disposal area will be located at least 300 feet from any and all wells and springs producing 2000 gallons or more of water per day and any public water supplies.
FOR USE BY SITE EVALUATOR On 8-15-81 (Date), a site investigation for this project was completed. I conducted the soil evaluation and carefully observed the conditions noted above and the soil conditions found. I recommend the above type and use of subsurface disposal system. I also recommend the proposed disposal system layout and location shown on page 2.		Signature of Site Evaluator Deane L. Bradshaw Date signed 8-24-81 Site Evaluator License Number #159	
FOR USE BY OWNER/APPLICANT I certify that all the information submitted to be true and correct to the best of my knowledge. I understand that any falsification of this application is reason to deny a permit to install a disposal system and that the permit is valid for a six (6) month period from the date of current issuance. I also understand that no guarantee is intended or implied by reason of any advice or approval given.		Signature of Owner/Applicant Ronald E. Gott Date signed 10-15-81	
APPROVAL BY LPI: ☐ This Application is approved. If conditions, specify: _____ ☐ This Application is denied due to: _____ ☐ Application is incomplete. _____ ☐ Application is unclear. _____ ☐ Development is in violation of other Regulations. Specify: _____		Signature of LPI Peter Stoy Date 10-15-81 PERMIT NO. 47649 Date issued 10-15-81	

After Recording Return To:
Daniel G. Billings, Sr.
7 Circle Drive
North Windham, CT, 06256

Time: 5/12/26 1:25 PM
5288
254
411

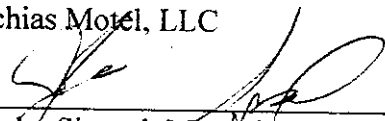
Warranty Deed

Know All Men By These Presents that **Machias Motel, LLC**, a Maine Limited Liability Company of 231 Dublin Street, Machias, ME 04654, for consideration paid, grants to **Daniel G. Billings, Sr.** of 7 Circle Drive, North Windham, CT 06256, as sole owner, with WARRANTY COVENANTS:

See attached Exhibit A

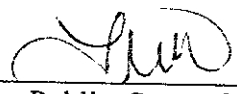
Meaning and intending to describe and convey the premises as conveyed to Machias Motel, LLC, by virtue of Warranty Deed from Bertram Merchant, Sr., dated August 30, 2017 and recorded in the Washington County Registry of Deeds in Book 4390, Page 103.

Executed this 11th day of May, 2026.

Machias Motel, LLC
By: 
John Simard, Managing Member

STATE OF MAINE
COUNTY OF ANDROSCOGGIN

The foregoing instrument was acknowledged before me this 11th day of May, 2026, by John Simard, Managing Member of Machias Motel, LLC.


Notary Public, State of Maine
My Commission Expires: _____

TANYA MARIE WHITLOW
NOTARY PUBLIC
ANDROSCOGGIN COUNTY
MAINE
MY COMMISSION EXPIRES OCTOBER 19, 2030

Exhibit A

128 Kennebec Road
Machias, ME 04654

A certain lot or parcel of land, together with any buildings and improvements thereon, situated in Machias, Washington County, State of Maine, on the easterly side of the road leading toward Kennebec, and beginning at the southwest corner of land of Stephen Smith, et ux.; and running by said Smith land in an easterly direction 150 feet; thence southerly 400 feet; thence westerly 150 feet to the highway; thence northerly by the highway 400 feet to the point of beginning.

Granting also to the Grantees herein, their heirs and assigns forever, all rights, privileges, appurtenances and easements belonging to the granted estate as intended by 33 M. R. S. §773.

PURCHASE AND SALE AGREEMENT
("days" means business days unless otherwise noted, see paragraph 23)

March 252026

Offer Date

Effective Date

Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Daniel G. Billings, Sr. ("Buyer") and Machias Motel, LLC ("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. 26 for explanation) the property situated in municipality of Machias, County of Washington, State of Maine, located at 128 Kennebec Rd, Zip Code 04654 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 4390, Page(s) 103.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and NA are included with the sale except for the following: NA. Seller represents that all mechanical components of fixtures will be operational at the time of closing except: NA.

4. PERSONAL PROPERTY: The following items of personal property as viewed on March 21, 2026 are included with the sale at no additional cost, in "as is" condition with no warranties: NA.

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$55,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$ Zero. Buyer agrees that an additional deposit of earnest money in the amount of \$ NA will be delivered NA. If Buyer fails to 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:

6. ESCROW AGENT/ACCEPTANCE: Better Homes and Gardens Real Estate/The Masiello Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 28, 2026 (date) 4:00 ☐ AM ☒ PM Eastern Time; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. 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 04/28/2026 (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.

8. 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.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

11. FUEL/UTILITIES/PRORATIONS: Buyer ☐ shall ☒ shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) NA. The day of closing is counted as a Seller day. 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.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

☐ Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☒ Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have 12 days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, but are not limited to, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, Buyer may terminate this Agreement 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 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, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within 0 days. ☐ Yes ☒ No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. **FINANCING:** Buyer's obligation to close:

Not Subject to Financing

- ☒ 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 NA days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than NA days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.
- ☐ Buyer's ability to purchase ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.
- ☐ Seller agrees to pay up to \$ NA toward Buyer's actual pre-pays and/or closing costs.

Subject to Financing

- Buyer's obligation to close is subject to financing as follows:
- a. Buyer's obligation to close is subject to Buyer obtaining a NA loan of NA % of the purchase price, at an interest rate not to exceed NA % and amortized over a period of NA 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 NA 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 the written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have NA 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 NA points. Seller agrees to pay up to \$ NA 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 and Seller's obligations pursuant to 14c shall remain in full force and effect.

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

_____ (016751) of Better Homes and Gardens Real Estate/The Masiello Group (2462)
 is a ☐ Seller Agent ☐ Buyer Agent ☒ Disc Dual Agent ☐ Transaction Broker
 _____ (_____) of _____ (_____)
 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.

16. **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.

17. **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.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

19. 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.

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

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. 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 withdrawals of counteroffers will be effective upon communication, verbally or in writing.

23. 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 Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. 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 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. Buyer is advised that Seller or Seller's agent may disclose the terms of this offer (if rejected), to others when it is used as a Competing Offer to accompany an Escalation Addendum.

25. ADDENDA: Lead Paint - ☐ Yes ☒ No ; Other - ☐ Yes ☒ No Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: **NA**

27. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

28. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
29. Upon acceptance of the offer or counteroffer, Seller agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Buyer's Mailing address is 7 Circle Drive, North Windham, CT 06256

<u>Daniel G. Billings, Sr.</u>	<u>03/25/2026</u>		
BUYER Daniel G. Billings, Sr.	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is 231 Dublin Street, Machias, ME 04654

SELLER Machias Motel, LLC	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

COUNTER-OFFER

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 Eastern Time.

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter-offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE



PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

PROPERTY DISCLOSURE

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 Seller and any Buyer. Seller authorizes the disclosure of the information in this statement to real estate licensees and to prospective buyers of this property. The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

DO NOT LEAVE ANY QUESTIONS BLANK. STRIKE, WRITE N/A OR UNKNOWN IF NEEDED.

SECTION I - WATER SUPPLY

TYPE OF SYSTEM: ☐ Public ☒ Private ☐ Seasonal NA ☐ Unknown
☒ Drilled ☐ Dug ☐ Other NA

MALFUNCTIONS: Are you aware of or have you experienced any malfunctions with the (public/private/other) water system?
Pump (if any): ☐ N/A ☐ Yes ☒ No ☐ Unknown
Quantity: ☐ Yes ☒ No ☐ Unknown
Quality: ☐ Yes ☒ No ☐ Unknown
If Yes to any question, please explain in the comment section below or with attachment.

WATER TEST: Have you had the water tested? ☐ Yes ☒ No
If Yes, Date of most recent test: NA Are test results available? ☐ Yes ☒ No
To your knowledge, have any test results ever been reported as unsatisfactory or satisfactory with notation? ☐ Yes ☒ No
If Yes, are test results available? ☐ Yes ☒ No
What steps were taken to remedy the problem? NA

IF PRIVATE: (Strike Section if Not Applicable):
INSTALLATION: Location: Back of building
Installed by: Unknown
Date of Installation: Unknown
USE: Number of persons currently using system: 0
Does system supply water for more than one household? ☐ Yes ☒ No ☐ Unknown

Comments: None

Source of Section I information: Seller & Agent Observation

Buyer Initials JS Page 1 of 8 Seller Initials DBS

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

SECTION II - WASTE WATER DISPOSAL

TYPE OF SYSTEM: ☐ Public ☒ Private ☐ Quasi-Public NA ☐ Unknown

IF PUBLIC OR QUASI-PUBLIC (Strike Section if Not Applicable):

Have you had the sewer line inspected?..... ☐ Yes ☒ No

If Yes, what results: NA

Have you experienced any problems such as line or other malfunctions? ☒ Yes ☐ No

What steps were taken to remedy the problem? The pipe appears to be broken, visible through opening in floor by side door.

IF PRIVATE (Strike Section if Not Applicable):

Tank: ☒ Septic Tank ☐ Holding Tank ☐ Cesspool ☐ Other: NA

Tank Size: ☐ 500 Gallon ☒ 1000 Gallon ☐ Unknown ☐ Other: NA

Tank Type: ☒ Concrete ☐ Metal ☐ Unknown ☐ Other: NA

Location: North side of building near side door OR ☐ Unknown

Date installed: 1987 Date last pumped: Unknown Name of pumping company: Unknown

Have you experienced any malfunctions? ☒ Yes ☐ No

If Yes, give the date and describe the problem: The pipe appears to be broken, visible through opening in floor by side door.

Date of last servicing of tank: Unknown Name of company servicing tank: Mallars

Leach Field: ☒ Yes ☐ No ☐ Unknown

If Yes, Location: North side of tank

Date of installation of leach field: Unknown Installed by: Mallars

Date of last servicing of leach field: Unknown Company servicing leach field: Unknown

Have you experienced any malfunctions? ☐ Yes ☒ No

If Yes, give the date and describe the problem and what steps were taken to remedy: NA

Do you have records of the design indicating the # of bedrooms the system was designed for? ☒ Yes ☐ No

If Yes, are they available? ☒ Yes ☐ No

Is System located in a Shoreland Zone? ☐ Yes ☒ No ☐ Unknown

Comments: A septic design and a replacement was found and is proved.

Source of Section II information: Previous Disclosure & Agent Observation

Buyer Initials JS

Seller Initials DBS

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

SECTION III - HEATING SYSTEM(S)/HEATING SOURCE(S)				
Heating System(s) or Source(s)	SYSTEM 1	SYSTEM 2	SYSTEM 3	SYSTEM 4
TYPE(S) of System	NA			
Age of system(s) or source(s)				
TYPE(S) of Fuel				
Annual consumption per system or source (i.e., gallons, kilowatt hours, cords)				
Name of company that services system(s) or source(s)				
Date of most recent service call				
Malfunctions per system(s) or source(s) within past 2 years				
Other pertinent information				

Are there fuel supply lines?

Are any buried?

Are all sleeved?

Chimney(s):

If Yes, are they lined:

Is more than one heat source vented through one flue?

Had a chimney fire:

Has chimney(s) been inspected?

If Yes, date:

Date chimney(s) last cleaned:

Direct/Power Vent(s):

Has vent(s) been inspected?

If Yes, date:

☐ Yes

☐ No

☐ Unknown

☐ Yes

☐ No

☐ Unknown

☐ Yes

☐ No

☐ Unknown

☐ Yes☐ No☐ Unknown☐ Yes☐ No☐ Unknown☐ Yes☐ No☐ Unknown☐ Yes☐ No☐ Unknown☐ Yes☐ No☐ Unknown☐ Yes☐ No☐ Unknown

Comments: No heating system.

Source of Section III information: Seller, Agent Observation

SECTION IV - HAZARDOUS MATERIAL

The licensee is disclosing that the Seller is making representations contained herein.

A. UNDERGROUND STORAGE TANKS - Are there now, or have there ever been, any underground storage tanks on the property?

If Yes, are tanks in current use?

If no longer in use, how long have they been out of service? Unknown

If tanks are no longer in use, have tanks been abandoned according to DEP?

Are tanks registered with DEP?

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

Location: Unknown

☐ Yes

☐ No

☒ Unknown

☐ Yes

☐ No

☒ Unknown

☐ Yes

☐ No

☒ Unknown

☐ Yes☐ No☒ Unknown☐ Yes☐ No☒ Unknown

Buyer Initials JS

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Seller Initials DJS

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

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

Have you experienced any problems such as leakage: ☐ Yes ☐ No ☒ Unknown

Comments: Seller has not placed nor investigated for underground storage tanks.

Source of information: Seller

B. ASBESTOS - Is there now or has there been asbestos:

As insulation on the heating system pipes or duct work? ☐ Yes ☒ No ☐ Unknown
In the ceilings? ☐ Yes ☒ No ☐ Unknown
In the siding? ☐ Yes ☒ No ☐ Unknown
In the roofing shingles? ☐ Yes ☒ No ☐ Unknown
In flooring tiles? ☐ Yes ☒ No ☐ Unknown
Other: NA ☐ Yes ☒ No ☐ Unknown

Comments: None

Source of information: Seller

C. RADON/AIR - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

If Yes: Date: NA By: NA

Results: NA

If applicable, what remedial steps were taken? NA

Has the property been tested since remedial steps? ☐ Yes ☒ No ☐ Unknown

Are test results available? ☐ Yes ☒ No

Results/Comments: None

Source of information: Seller

D. RADON/WATER - Current or previously existing:

Has the property been tested? ☐ Yes ☒ No ☐ Unknown

If Yes: Date: NA By: NA

Results: NA

If applicable, what remedial steps were taken? NA

Has the property been tested since remedial steps? ☐ Yes ☒ No ☐ Unknown

Are test results available? ☐ Yes ☒ No

Results/Comments: None

Source of information: Seller

E. METHAMPHETAMINE - Current or previously existing:

☐ Yes ☒ No ☐ Unknown

Comments: None

Source of information: Seller

Buyer Initials JS

Seller Initials DBS

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

F. LEAD-BASED PAINT/PAINT HAZARDS - (Note: Lead-based paint is most commonly found in homes constructed prior to 1978)

Is there now or has there ever been lead-based paint and/or lead-based paint hazards on the property?
..... Yes ☒ No ☐ Unknown ☐ Unknown (but possible due to age)
If Yes, describe location and basis for determination: NA
Do you know of any records/reports pertaining to such lead-based paint/lead-based paint hazards: ☐ Yes ☒ No
If Yes, describe: NA
Are you aware of any cracking, peeling or flaking paint? ☐ Yes ☒ No
Comments: None
Source of information: Seller & Agent Observation

G. OTHER HAZARDOUS MATERIALS - Current or previously existing:

TOXIC MATERIAL: ☐ Yes ☐ No ☒ Unknown
LAND FILL: ☐ Yes ☐ No ☒ Unknown
RADIOACTIVE MATERIAL: ☐ Yes ☐ No ☒ Unknown
Other: Unknown
Source of information: Seller

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

SECTION V - ACCESS TO THE PROPERTY

Is the property subject to or have the benefit of any encroachments, easements, rights-of-way, leases, rights of first refusal, life estates, private ways, trails, homeowner associations (including condominiums and PUD's) or restrictive covenants? ☐ Yes ☐ No ☒ Unknown
If Yes, explain: None Known
Source of information: Deed and Public Records

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass? ☒ Yes ☐ No ☐ Unknown
If No, who is responsible for maintenance? Town of Machias
Road Association Name (if known): NA
Source of information: NA

Buyer Initials JS

Seller Initials ABJ

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

SECTION VI – FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from:(a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? ☐ Yes ☒ No ☐ Unknown
If Yes, explain: NA

Have any flood events affected a structure on the property? ☐ Yes ☒ No ☐ Unknown
If Yes, explain: NA

Has any flood-related damage to a structure occurred on the property? ☐ Yes ☒ No ☐ Unknown
If Yes, explain: NA

Has there been any flood insurance claims filed for a structure on the property? ☐ Yes ☒ No ☐ Unknown
If Yes, indicate the dates of each claim: NA

Has there been any past disaster-related aid provided related to the property or a structure on the property from federal, state or local sources for purposes of flood recovery? ☐ Yes ☒ No ☐ Unknown
If Yes, indicate the date of each payment: NA

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002? ☐ Yes ☒ No ☐ Unknown
If yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? NA

Relevant Panel Number: 23029C1628E Year: 2017 (Attach a copy)
Comments: None

Source of Section VI information: FEMA.gov and Seller
Buyer Initials JS Page 6 of 8 Seller Initials DJS

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

SECTION VII - GENERAL INFORMATION

Are there any tax exemptions or reductions for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland, Veteran's, Homestead Exemption, Blind, Working Waterfront?.....
..... ☐ Yes ☒ No ☐ Unknown

If Yes, explain: NA

Is a Forest Management and Harvest Plan available?..... ☐ Yes ☒ No ☐ Unknown

Are there any actual or alleged violations of a shoreland zoning ordinance including those that are imposed by the state or municipality? ☐ Yes ☒ No ☐ Unknown

If Yes, explain: NA

Equipment leased or not owned (including but not limited to, propane tank, hot water heater, satellite dish, water filtration system, photovoltaics, wind turbines): Type: NA

Year Principal Structure Built: 1987 What year did Seller acquire property? 2017

Roof: Year Shingles/Other Installed: Maybe 19 years old

Water, moisture or leakage: Some visible water on floor in back after rainstorm in April 2025

Comments: Town documents say 1987, however other may been on the property that are no longer there.

Foundation/Basement:

Is there a Sump Pump? ☐ Yes ☒ No ☐ Unknown

Water, moisture or leakage since you owned the property: ☐ Yes ☒ No ☐ Unknown

Prior water, moisture or leakage? ☐ Yes ☐ No ☒ Unknown

Comments: Some sills were repaired after purchasing the property, no issues since that repair.

Mold: Has the property ever been tested for mold? ☐ Yes ☒ No ☐ Unknown

If Yes, are test results available? ☐ Yes ☒ No

Comments: None

Electrical: ☐ Fuses ☒ Circuit Breaker ☐ Other: NA ☐ Unknown

Comments: None

Has all or a portion of the property been surveyed? ☐ Yes ☐ No ☒ Unknown

If Yes, is the survey available? ☐ Yes ☐ No ☒ Unknown

Manufactured Housing - Is the residence a:

Mobile Home ☐ Yes ☒ No ☐ Unknown

Modular ☐ Yes ☒ No ☐ Unknown

Known defects or hazardous materials caused by insect or animal infestation inside or on the residential structure ☐ Yes ☒ No ☐ Unknown

Comments: None

KNOWN MATERIAL DEFECTS about Physical Condition and/or value of Property, including those that may have an adverse impact on health/safety: Home has been under construction and is down to the studs.

From observation: drainage, sill, rafter, and roof could use some repairs

Comments: None

Source of Section VII information: Previous Disclosure, Seller & Agent Observation

Buyer Initials JS

Seller Initials BBB

PROPERTY LOCATED AT: 128 Kennebec Rd, Machias, ME 04654

SECTION VIII - ADDITIONAL INFORMATION

Property has been gutted and the siding doors and windows have been replaced. Repairs to areas of the floor. Property will convey "as is, where is."

ATTACHMENTS EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION IN ANY SECTION IN DISCLOSURE: ☐ Yes ☒ No

Seller shall be responsible and liable for any failure to provide known information regarding known material defects to the Buyer.

Neither Seller nor any Broker makes any representations as to the applicability of, or compliance with, any codes of any sort, whether state, municipal, federal or any other, including but not limited to fire, life safety, building, electrical or plumbing.

As Sellers, we have provided the above information and represent that all information is correct. To the best of our knowledge, all systems and equipment, unless otherwise noted on this form, are in operational condition.

<u>John Simard</u>	<u>04/15/2025</u>	_____	_____
SELLER	DATE	SELLER	DATE
Machias Motel, LLC			

_____	_____	_____	_____
SELLER	DATE	SELLER	DATE

I/We have read and received a copy of this disclosure, the arsenic in wood fact sheet, the arsenic in water brochure, and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

<u>Daniel B. Billings, Sr.</u>	<u>03/25/2026</u>	_____	_____
BUYER	DATE	BUYER	DATE

_____	_____	_____	_____
BUYER	DATE	BUYER	DATE