

APPLICATION FOR BUILDING PERMIT

Town of Machias, Maine

Building Permit request for:
 New Construction Expansion / Alteration
 Moving of Building Reconstruction / Replacement
 Conversion to another or different use

Date application received at Town Office: 8/10/23 Fee Paid \$ 415.00
 Recipients Initials: JCF

Name of Applicant: IMK Properties LLC
 (or Agent)
 Address of Applicant: 63 Dublin St Ste #4
Machias, ME 04654 Telephone: _____

Address of Building(s): 53 Freemont St. Machias, ME 04654
 Map 11 Lot 10

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

Indicate what other structures are located on the same lot and the uses:
3600 Sq ft office building. Originally Eastport Health ? Currently Vacant.

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

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

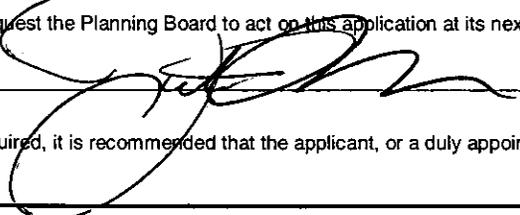
18. Commercial, industrial, and residential structures are required to comply with certain federal and/or state minimum standards and regulations. By initialing the items set forth below, the applicant is acknowledging awareness of, and compliance with, any applicable federal and state regulations and has attached copies of all approved permits that may be required. Indicate below which items apply to this building permit application and certify compliance by initialing the appropriate below:

Water Supply	_____	Water Pollution	_____	Flood Hazard Development Permit	_____
Air Pollution	_____	Soil Erosion	_____	Maine DOT Entrance Permit	_____
Shoreland Zoning	_____	Surface Drainage	_____	Sewer Connection Permit	_____
Sewage Pollution	_____	Noise Level	_____	Natural Resources Protection Act Permit	_____
Other	_____				

19. Estimated cost of proposed building or structure(s): \$ 800,000.00

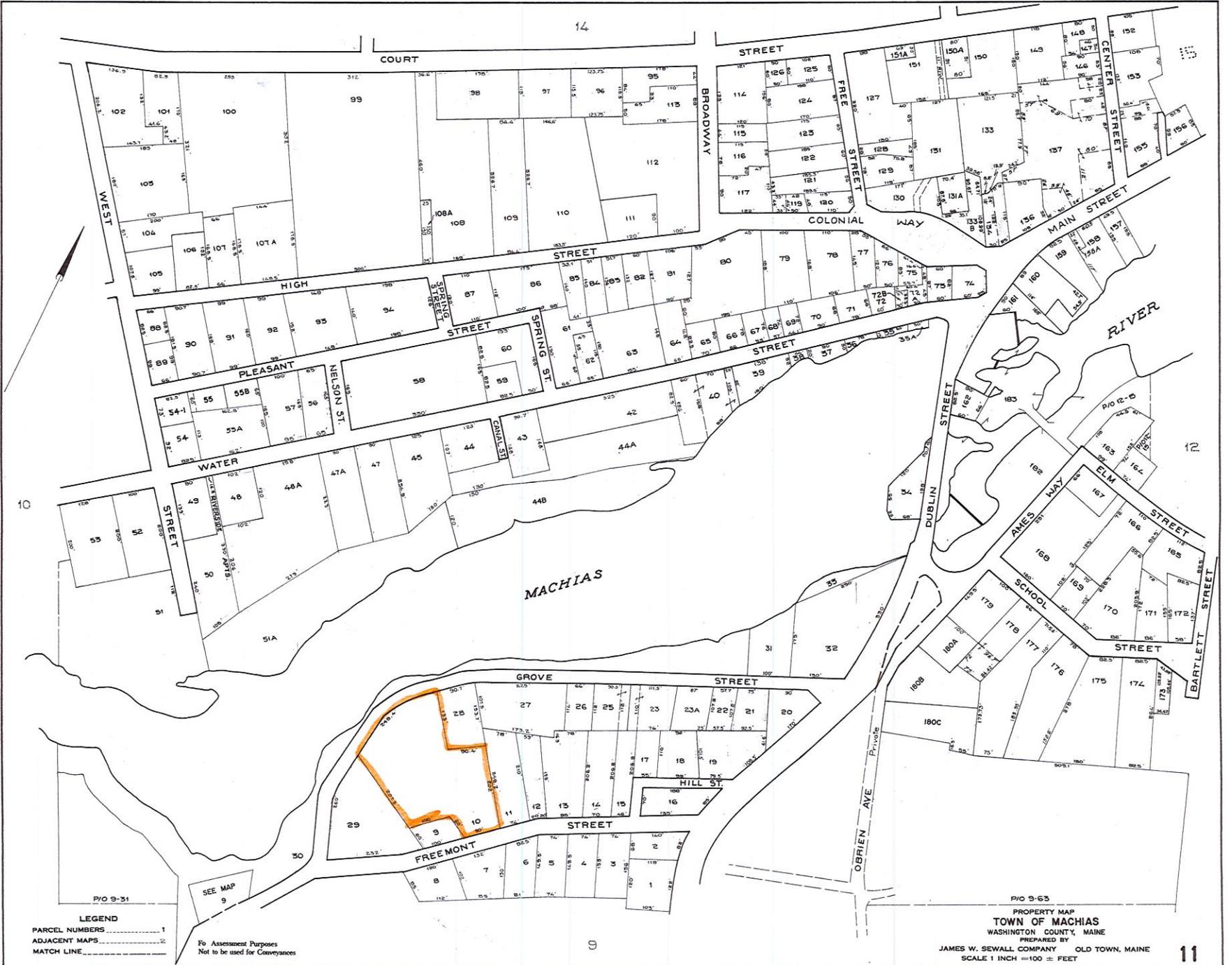
20. Name, address and telephone number of contractor or builder: KCS, Inc 63 Dublin St Suite 4
Machias, ME 04654

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

Signature of Applicant: 

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: _____



LEGEND
 PARCEL NUMBERS 1
 ADJACENT MAPS 2
 MATCH LINE 3

For Assessment Purposes
 Not to be used for Conveyances

SEE MAP
 9

P/O 9-31
 P/O 9-63
 PROPERTY MAP
 TOWN OF MACHIAS
 WASHINGTON COUNTY, MAINE
 PREPARED BY
 JAMES W. SEWALL COMPANY OLD TOWN, MAINE
 SCALE 1 INCH = 100 ± FEET

PURCHASE AND SALE AGREEMENT

1. **PARTIES.** This 13 day of July, 2023, by and between MORGAN-MOGHADDAS, LLC with a mailing address of: PO Box 211, Eastport, ME 04631 - Property location is 53 Fremont Street, Machias, ME 04654 (hereinafter collectively called "Seller"), agree to sell; and IMK PROPERTIES, LLC with a mailing address of: 63 Dublin Street, Suite 4, Machias, ME 04654, (hereinafter called "Buyer") agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraph 2 of this Agreement.

2. **DESCRIPTION.** The premises to which this Agreement applies are the land and improvement(s) thereon located at 53 Fremont Street, Map 11 Lot 10, Machias, Maine (the "Premises") being described in deed recorded in Book 3153, Page 58 of the Washington County Registry of Deeds.

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES AND PERSONAL PROPERTY.** Except as hereinafter specifically excluded, included in the sale as a part of the Premises are any improvements now thereon. Further included with the sale, without additional cost, are:

4. **TITLE DEED.** Buyer shall be responsible for the cost of the title search and title insurance if he desires the same and shall have the opportunity to conduct whatever inspection he desires at his sole expense. Buyer shall be responsible to have repaired any and all damage to the property resulting from said inspections. Any inspections shall be by inspectors chosen by Buyer. Said Premises are to be conveyed "as-is, where-is" and by a good and sufficient Warranty Deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current municipal tax year as are not due and payable on the date of the delivery of such deed.

5. **PURCHASE PRICE.** The agreed Purchase Price for the Premises is Two Hundred Fifty Thousand Dollars (\$250,000.00) payable as follows:

\$250,000.00 TWO HUNDRED FIFTY THOUSAND DOLLARS which is to be paid at the time of delivery of the deed by immediately available funds.

6. **TIME FOR PERFORMANCE; DELIVERY OF DEED.** Such deed is to be delivered and the consideration paid on or before August 11, 2023 at the Office of J. Austin Murdick, 39 Center Street, Machias, Maine 04654 unless otherwise mutually agreed (hereinafter referred to as the "Closing").

RM.

7. **CLOSING DOCUMENTS.** At the Closing, Seller and Buyer shall execute, acknowledge and deliver the following documents and such other documents as Seller's and/or Buyer's attorney may require:

- (a) *Purchase Price.* The Buyer shall deliver to Seller the Purchase Price, as adjusted pursuant to the terms hereof, as provided herein.
- (b) *Deed.* Seller shall execute, acknowledge and deliver to Buyer the deed for the Premises as provided herein.
- (c) *Title Affidavits.* Seller shall deliver to Buyer two executed original counterparts of such customary certificates, affidavits or letters of indemnity as the title insurance company issuing the title insurance policy on the Premises shall require in order to issue such policy and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession.
- (d) *Nonforeign Person Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code.
- (e) *Notification to Buyer of Withholding Tax Requirement.* Buyer shall deliver to Seller two executed original counterpart certificates in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the State's withholding tax requirements.
- (f) *Maine Resident Affidavit.* Seller shall deliver to Buyer such affidavits and certificates, in form and substance reasonably satisfactory to Buyer, as Buyer shall deem necessary, to inform Buyer of its obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36 M.R.S.A. § 5250-A.
- (g) *Underground Oil Storage Tank Certification.* Seller shall deliver to Buyer the attached written notice, in form and substance reasonably satisfactory to Buyer. Seller acknowledges site remediation by Maine DEP and buyer accepts the property as is.
- (h) *Subsurface Waste Disposal System Certification.* Provided the Premises is (i) within the shoreland area, as defined in 38 M.R.S.A. § 435; and (ii) contains a subsurface waste water disposal system, Seller shall deliver to Buyer a written notice as to whether the system has malfunctioned during the 180 days preceding the Closing.
- (i) *Real Estate Transfer Tax Declaration.* Seller and buyer shall execute a Real Estate Transfer Tax Declaration in the form required to be recorded with the deed.

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8. **POSSESSION AND CONDITION OF PREMISES.** Full possession of the Premises free of all tenants and occupants, except as herein provided, is to be delivered at the Closing, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of the building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Paragraph 4 hereof.

9. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM.** If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of Closing the Premises do not conform with the provisions hereof, then Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

10. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM** If at the expiration of any extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then at Buyer's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

11. **BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION.** Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefore the Purchase Price without deduction, in which case Seller shall convey such title or deliver the Premises in such condition, except that in the event of such conveyance in accord with the provisions of this clause the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Premises to their former condition, pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration.

12. **ACCEPTANCE OF DEED.** The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

13. **RISK OF LOSS.** Until delivery of the deed from Seller to Buyer, risk of loss or damage to Premises by fire or otherwise shall be on Seller.

14. **ADJUSTMENTS.** Water and sewer use charges (if any), and real estate taxes for the then current municipal tax year shall be apportioned and fuel value shall be adjusted, as of closing, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Buyer at the time of delivery of the deed.

15. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES.** If the amount of said taxes referred to in Paragraph 14 above is not known at the time of the Closing, they shall be

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apportioned on the basis of the real estate taxes assessed for the immediately preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

16. **DEPOSIT.** All deposits made hereunder shall be held by escrow agent, in a non-interest-bearing account, subject to the terms of this Agreement and shall be held and disposed of in accordance with the terms of this Agreement. At the Closing the deposit shall be delivered to Seller, and the deposit shall constitute a credit toward the Purchase Price.

17. **DEFAULT; DAMAGES.** If Seller shall fail to fulfill Seller's agreements herein, Buyer shall have all available remedies under Maine law and equity including specific performance. Should Buyer default, then Seller shall have all available remedies under Maine law and equity.

18. **MISCELLANEOUS:**

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed as follows:

To Seller: Ronald L. Morgan
PO Box 211
Eastport, ME 04631

To Buyer: Justin T. King
63 Dublin St., Suite 4
Machias, ME 04654

Copy to: J. Austin Murdick, Esq.
39 Center Street
Machias, ME 04654

and such notice shall be deemed delivered when so posted. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) This Agreement may not be modified, waived or amended except in writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(d) Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement, which alone full and completely express their entire agreement.

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

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19. **COUNTERPARTS AND FACSIMILES:** This agreement and any addenda thereto, may be signed on any number of identical counterparts, each of which shall be considered an original. The parties expressly agree that a facsimile or email transmission copy of this agreement, or any addenda thereto, with a party's signature thereon, shall be considered as an original, and a signature hereon shall not be denied legal effect, validity or enforceability solely because it is in electronic form.

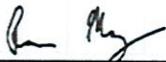
20. **BROKERAGE:** Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them and Seller and Buyer agree to indemnify and hold the other harmless from any claim by any broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be.

21. **CONTINGENCIES:** This agreement is contingent upon:

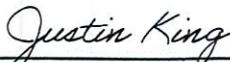
Buyer receiving bank financing on terms acceptable to Buyer and providing a letter of pre-approval from bank within 14 days of effective date.

Building inspection satisfactory to Buyer within 14 days of effective date.

The parties hereto have executed or caused this instrument to be executed as of the date and year first above written.

 7/13/2023

SELLER: Morgan-Moghaddas, LLC
By: Ronald L. Morgan

 7/14/2023

BUYER: IMK Properties, LLC
By: Justin T. King