PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made this 5th day of October, 2023 (the "Effective Date") between **TOWN OF TOPSHAM**, a body corporate and politic acting by and through its duly elected municipal officers, with a mailing address is 100 Main St, Topsham, Maine 04086 (the "Purchaser"), **JONATHAN CORNISH,** an individual with a mailing address of 156 Rancourt Lane, Burnham, Maine 04922 (the "Seller") for the sale of certain real estate consisting of approximately 15 acres of land, together with any buildings and improvements located thereon, as approximately depicted as the "Back Land" on the attached Exhibit A made a part hereof, and being a portion of the property described in a certain warranty deed to Seller dated April 3, 2019and recorded in the Sagadahoc County Registry of Deeds (the "Registry") as Document No. 2019R-01922 ("Seller's Deed," and the property described therein is referred to herein as the "Seller's Land"), together with all improvements thereon, systems and utilities associated therewith and all rights, easements and interests appurtenant thereto (collectively, the "Premises").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller agree as follows:

1. **PURCHASE PRICE:** The total Purchase Price for the Premises and the Additional Easement (as defined below) is One Hundred Fifty Seven Thousand and No/100 Dollars ($157,000.00), due at closing. The Purchase Price will be payable in full at Closing (as defined below), subject to any adjustments and prorations hereinafter described, in immediately available funds.

2. **EASEMENTS**: At Closing, Purchaser and Seller will grant to each other the following easements (collectively, the "Easements"):

   (a) Purchaser shall grant to Seller an easement for electric distribution and related utility infrastructure (the "Electric Easement") over the existing woods road (the "Electric Easement Area") crossing a portion of Purchaser's land adjoining the Premises approximately as depicted on the Town of Topsham Tax Map R08, Lot 50 (the "Town Land") from Townsend Way to Seller's Land. The Electric Easement shall be appurtenant to proposed Lot 4 of Seller's Land retained by the Seller and must be underground.

   (b) Seller shall grant to Purchaser and/or cause any other necessary property owners to grant to Purchaser an easement for access and logging purposes (the "Logging Easement") from the Premises and the Town Land to Foreside Road over the existing right of way crossing the Seller's Land in the area depicted on Exhibit A attached hereto (the "Logging Easement Area"). The Logging Easement shall be appurtenant to the Premises and the Town Land.

   (c) Notwithstanding anything to the contrary in this Agreement, both Purchaser and Seller's obligations to close hereunder is conditioned upon Purchaser and Seller agreeing to the locations, terms, and conditions of the Easements prior to the Closing Date, which both Purchaser and Seller agree to negotiate in good faith. Easement agreements (the "Easement Agreements") reflecting such approved locations, terms and conditions of the Easements shall be executed at Closing by Purchaser and Seller and recorded in the Registry.

3. **SURVEY**: Seller shall, at Seller's sole cost and expense, obtain a survey of the Premises and the Logging Easement Area, prepared by a licensed surveyor selected by Seller (the "Survey"), which Survey shall contain metes and bounds descriptions of the Premises, and the Logging Easement Area and shall be acceptable to Purchaser in its reasonable discretion. The Seller shall provide a copy of the Survey for Purchaser's review at least fifteen (15) days before the Closing Date. Either Seller or Purchaser may record a copy of the Survey in the Registry at Closing.

4. **GRAVEL REMOVAL**: Prior to Closing, Seller may continue to remove gravel from the Premises for the construction of the right of way on the Logging Easement Area so long as such removal is done in accordance with all applicable laws, rules and regulations. After Closing, Seller shall have no further right to remove gravel or any other materials from the Premises.

5. **DEED AND CLOSING**: The closing (the "Closing") shall take place at the Topsham Town Office located at 100 Main St, Topsham, Maine 04086 or such other place mutually agreed upon by the parties in writing, on or before December 31, 2023 (the "Closing Date") unless another date is mutually agreed upon by both parties in writing. In return for payment in full of the Purchase Price, Seller shall convey the Premises at the Closing to Purchaser by Warranty Deed as provided in the Short Forms Deed Act, 33 M.R.S. § 761 et seq. (the "Deed") .The parties agree to execute and deliver on the Closing Date the approved Easement Agreements and such other documents, affidavits, and certificates as are customary and/or reasonably necessary to complete the conveyance. Purchaser shall be liable for the cost of all title and other due diligence, inspections, and investigations, including costs and premiums associated with Purchaser's title insurance. It is a condition to Purchaser's obligations hereunder that title to the Premises shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Agreement: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; and (iii) any Permitted Encumbrance (as defined below). Seller shall not further encumber the Premises prior to Closing.

6. **ADJUSTMENTS, PRORATIONS, AND CLOSING COSTS**:

   (a) The real estate taxes for the Premises will be prorated as of the Closing Date based on the Town of Topsham's tax year. Seller is responsible for any unpaid taxes for prior years.

   (b) The Maine real estate transfer tax shall be paid by Purchaser and Seller in accordance with 36 M.R.S. § 4641-A.

   (c) The recording fee for the Deed and the Easement Agreement with respect to the Logging Easement will be paid by Purchaser. The recording fee for the Easement Agreement with respect to the Electric Easement will be paid by Seller.

   (d) Each party shall pay any costs and expenses incurred by such party in connection with the transactions contemplated by this Agreement not adjusted as set forth in this Section or not otherwise provided for in this Agreement.

   (e) A portion of the purchase price shall be withheld by Purchaser at closing if required by 36 M.R.S.A. § 5250-A.

   (f) The Town will assume the penalty associated with withdrawal of the Seller's Land from the Tree Growth Tax Law, 36 MRS §571 et seq.

7. **TITLE**:

   (a) Seller shall convey the Premises to Purchaser at the Closing in fee simple with good and marketable title. At any time prior to the Closing Date, Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the Premises that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of Closing Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the Premises (for which no objection is required), if Purchaser fails to specifically identify such matters in a Title Objection Notice.

(b) Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the Premises with any liens, easements, leases, or other encumbrances without Purchaser's prior written consent. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the Premises suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the Premises subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be deemed "Permitted Encumbrances," or (ii) to terminate this Agreement, whereupon neither party shall have any further obligations under this Agreement.

(c) Purchaser's obligations to close hereunder are expressly conditioned upon the release of the restrictions set forth in Seller's Deed, including but not limited to the restriction of "Said premises shall be used solely for private single-family residential purposes, one residence only," prior to Closing.

8. **DUE DILIGENCE PERIOD**. Within three (3) business days following the Effective Date, Seller shall deliver to Purchaser copies of any and all documents in Seller's possession relating to the Premises including, but not limited to, any and all leases, licenses, occupancy agreements, permits, engineering reports, environmental reports, title policies, surveys, site plans, and building plans (collectively, the "Due Diligence Documents"). Purchaser shall have a period of forty five (45) days from the Effective Date (the "Due Diligence Period") to examine and inspect the Property and such Due Diligence Documents, which examination may include soils testing for soils type, composition or quality (i.e., geo-technical analysis). Any testing of soils for environmental contamination will be done only with prior written approval by Seller in Seller's reasonable discretion. Subject to the foregoing, during the Due Diligence Period, Seller shall allow Purchaser or Purchaser's agents access to the Premises to conduct inspections of the Premises as Purchaser deems necessary and Purchaser shall bear all costs and expenses of its investigation. If Purchaser finds the Due Diligence Documents and/or the Premises unacceptable for any reason or no reason, then Purchaser, at Purchaser's sole discretion, shall have the right to terminate this Agreement by written notice, which notice must be received by Seller on or before the expiration of the Due Diligence Period, and thereafter neither party shall have any further rights, duties or obligations to the other hereunder, except for the obligations which are expressly stated herein to survive the Closing or termination of this Agreement.

9. **POSSESSION/OCCUPANCY**. Possession and occupancy of the Premises shall be given to Purchaser free and clear of all leases, tenancies, and occupancies immediately at Closing unless otherwise agreed by the parties in writing.

10. **RISK OF LOSS**: Until transfer of title, the risk of loss or damage to the Premises by any casualty is assumed by Seller unless otherwise agreed in writing. The Premises shall at Closing be in substantially the same condition as of the Effective Date. If the Premises is materially damaged prior to Closing, Purchaser may either terminate this Agreement or close this transaction and accept the Premises in its as-is condition.

11. **REPRESENTATIONS**. Seller represents and warrants to Purchaser that as of the date hereof there are no boundary disputes or other encroachments, nor any pending or unasserted claims affecting the Premises.

Seller further represents and warrants to Purchaser that Seller has the authority to enter into this Agreement and that upon execution by Seller it shall be the binding commitment of the Seller.

12. **MUNICIPAL APPROVAL OF PURCHASE:** Purchaser's obligations to close pursuant to the terms of this Agreement are subject to approval for the purchase of the Premises through appropriate municipal process (the "Approval").

13. **DEFAULT AND REMEDIES**: In the event that Seller fails to close hereunder for a reason other than material default of Purchaser, the Purchaser may, at its option, terminate this Agreement or shall retain all available legal or equitable remedies, including specific performance. In the event that Purchaser materially defaults in the performance of its obligations hereunder, Seller may, at its option, terminate this Agreement or shall retain all available legal or equitable remedies. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, nothing herein shall constitute a waiver by Purchaser of any of the provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

14. **MEDIATION:** Any dispute or claim arising out of or relating to this Agreement, or the Premises addressed in this Agreement, shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.

15. **ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the parties, and there are no other representations, agreements, or understandings with respect to the subject matter of this Agreement. This Agreement shall be construed according to the laws of the State of Maine. This Agreement may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.

16. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and assigns of Purchaser.

17. **EFFECTIVE DATE:** This Agreement is a binding Agreement when signed by both Seller and Purchaser. Time is of the essence of this Agreement. Except as expressly set forth to the contrary in this Agreement, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Agreement 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 pm, Eastern Time, on the last day counted.

18. **OFFER AND ACCEPTANCE:** This Agreement executed by Purchaser as of the Effective Date is an offer which may be accepted by Seller by: (a) Seller's signature on this Agreement; and (b) notice to Purchaser of Seller's acceptance within three (3) days of the date submitted to Seller by Purchaser or this offer will expire by its terms, time being of the essence.

19. **NOTICES**: All notices required or permitted to be given hereunder shall be in writing and delivered in hand or mailed postage prepaid, by United States mail, addressed to Seller and Purchaser at their respective addresses shown in the first paragraph of this Agreement. A copy of all notices sent to Purchaser shall be sent simultaneously by the same means to: Bernstein Shur, 100 Middle Street, P.O. Box 9729, Portland, Maine 04104-5029, Attn: Casey M. McCullen, Esq.

20. **NO BROKER**: Purchaser and Seller represent to the other that it has not utilized the services of a real estate broker with respect to this transaction

[Remainder of Page Intentionally Left Blank; Signatures Follow]

September 12, 2023
Suggested Property Description
Back Land – 14.9± Acre Parcel to be conveyed by Jonathan B. Cornish
West of the Foreside Road, Topsham, Maine
Exhibit A

A certain lot or parcel of land located west of the Foreside Road in the Town of Topsham, County of Sagadahoc, State of Maine, and more particularly described as follows:

Beginning at a flat stone found at the north corner of land now or formerly of the Town of Topsham as described in the deed recorded at the Sagadahoc County Registry of Deeds in book 303 page 145;

Thence N 50°-54' E following a wire fence along land now or formerly of Mac A. Hunter and Marilyn J. Hunter as described in the deed recorded at the said Registry in book 2018R-01468, 121.2 feet to a 16" maple with wire;

Thence N 35°-46' E following a wire fence along land of said Hunter, 68.4 feet to a 16" maple with wire;

Thence N 17°-04' E following a wire fence along land of said Hunter, 72.8 feet to a 8" hemlock with wire;

Thence N 20°-09' W following a wire fence along land of said Hunter, 89.2 feet to a 16" maple with wire;

Thence N 08°-31' E following a wire fence along land of said Hunter, 77.0 feet to a 16" maple with wire;

Thence N 22°-56' E following a wire fence along land of said Hunter, 59.7 feet to a 36" pine with wire;

Thence N 42°-42' E following a wire fence along land of said Hunter, 122.3 feet to a 20" oak with wire;

Thence S 40°-25' E along land now or formerly of Kristine S. Cornish and James H. Cornish, III as described in the deed recorded at the said Registry in book 3109 page 275, 868.5 feet to an iron rod set;

Thence S 49°-35' W along land of said Kristine Cornish and James Cornish, III, 208.0 feet to an iron rod set;

Thence S 40°-25' E along land of said Kristine Cornish and James Cornish, III, 849.9 feet to an iron rod set;

Thence S 48°-52' W along other land Jonathan Cornish, 150.3 feet to an iron rod set;

Thence S 17°-34' W along other land Jonathan Cornish, 188.0 feet to an iron rod set;

Thence N 40°-14' W along land of said Town of Topsham, 97.7 feet to an iron rod set;

Thence N 40°-14' W along land of said Town of Topsham, 1494.0 feet the point of beginning.

Said parcel contains approximately 14.9 acres.

Together with a fifty-foot-wide access easement, for logging purposes only, in common with others running from the Foreside Road over land now or formerly of Kristine Cornish and James H. Cornish, III as described in the deed recorded at the said Registry in book 3109 page 275 and over other land of Jonathan B. Cornish. Said Easement is more particularly described as follows:

Beginning at a #5 rebar in the west line of the Foreside Road at the east corner of land now or formerly of Wendy Devore and Jeremy Devore as described in the deed recorded at the Sagadahoc County Registry of Deeds in book 3435 page 172;
Thence N 41°-12' W along land of said Devore, 279.3 feet to a #6 rebar found at the north corner of said Devore;
Thence continuing N 41°-12' W across land of said Kristine Cornish and James H. Cornish, III, 231.8 feet to a #6 rebar;
Thence S 85°-32' W across land of said Kristine Cornish and James H. Cornish, III, 251.5 feet to a #6 rebar in the north line of land now or formerly of Jonathan B. Cornish;
Thence S 49°-35' W, 50.0 feet to a point;
Thence N 40°-25' W, 141.4 feet to an iron rod set;
Thence N 40°-25' W, 245.5 feet to a point;
Thence N 53°-18' W, 120.1 feet to a point;
Thence N 31°-58' W, 97.9 feet to a point;
Thence N 62°-45' W, 49.4 feet to a point;
Thence continuing N 62°-45' W, 106.5 feet to a point;
Thence N 57°-31' W, 101.7 feet to a point;
Thence N 45°-37' W, 143.0 feet to a point;
Thence N 10°-49' W, 111.1 feet to a point;
Thence N 33°-22' W, 49.1 feet to a point;
Thence N 48°-19' W, 69.6 feet to a point;
Thence N 79°-56' W, 71.2 feet to a point;
Thence S 63°-43' W, 60.3 feet to a point;
Thence S 23°-22' W, 103.2 feet to a point in the north line of land now or formerly the Town of Topsham as described in the deed recorded at the said Registry in book 303 page 145;
Thence N 40°-14' W along land of said Town of Topsham, 55.8 feet to a point; said point being S 40°-14' E of and 41.9 feet from an iron rod set;
Thence N 23°-22' E, 68.2 feet to a point;
Thence N 10°-47' E, 20.3 feet to a point;
Thence N 48°-52' E, 82.0 feet to a point;
Thence S 79°-56' E, 133.3 feet to a point;
Thence S 48°-19' E, 90.3 feet to a point;
Thence S 33°-22' E, 65.7 feet to a point;
Thence S 10°-49' E, 105.4 feet to a point;
Thence S 45°-37' E, 122.1 feet to a point;
Thence S 57°-31' E, 94.2 feet to a point;
Thence S 62°-45' E, 120.2 feet to a point;
Thence continuing S 62°-45' E, 76.0 feet to a point in the south line of said Kristine Cornish and James H. Cornish, III;
Thence S 40°-25' E along land of said Kristine Cornish and James H. Cornish, III, 189.5 feet to an iron rod set;
Thence S 40°-25' E along land of said Kristine Cornish and James H. Cornish, III, 241.0 feet to an iron rod set;
Thence N 49°-35' E across land of said Kristine Cornish and James H. Cornish, III, 50.0 feet to a point;
Thence S 40°-25' E across land of said Kristine Cornish and James H. Cornish, III, 124.6 feet to a point;
Thence N 85°-32' E across land of said Kristine Cornish and James H. Cornish, III, 250.8 feet to a #6 rebar at the southwest corner of land now or formerly of Erin M. Aron and Michael P. Aron as described in the deed recorded at the said Registry in book 2020R-00888;
Thence S 41°-12' E along land of said Aron, 511.7 feet to a #6 rebar in the west line of the Foreside Road;

Thence S 22°-51' W along the Foreside Road, 55.6 feet to the point of beginning.

As Grantee's use of the access easement will only be at such times that Grantee logs, Grantee shall have no regular responsibility to maintain the road. In the event that the then existing road is damaged by the use of the it for logging, at the completion of the logging, Grantee shall restore the road to its condition immediately prior to its use for logging access.

All bearings refer to grid north of the U.S. State Plane 1983 Maine West 1802 Zone.

All iron rods set are #6 rebar with caps embossed "Harty & Harty - PLS#2089". Reference is made to the survey plan entitled *PROPOSED LOT PLAN, TOPSHAM, MAINE, JON CORNISH LAND WEST OF THE FORESIDE ROAD,* prepared by Harty & Harty PLS, for Jonathan Cornish, dated September 12, 2023.

Meaning and intending to describe a portion of land conveyed to Jonathan B. Cornish in the deed dated April 03, 2019, recorded at the said Registry in book 2019R-01922.

CORNISH091223dd.doc

PURCHASER

TOWN OF TOPSHAM

By: _____
Name: DEREK SCRAPCHANSKY
Its: TOWN MANAGER

Date: OCT 6, 2023

SELLER Jonathan Cornish

_____
JONATHAN CORNISH

Date: 10/6/23