AGREEMENT

WHEREAS, real estate described in a deed recorded in the Androscoggin County Registry of Deeds at Book 4645, Page 1 (the "Property") is known as both 921 Middle Road, Sabattus (identified as Lot 26 on Tax Map 2 of the Town of Sabattus Tax Maps) and 430 Ridge Road, Lisbon (identified as Lot 14 on Tax Map R09 of the Town of Lisbon Tax Maps);

WHEREAS, a single-family structure (the "Structure") was located on the Property;

WHEREAS, on September 18, 2018, the Town of Sabattus Town Board of Selectmen issued Findings of Fact, Conclusions of law and Order of Demolition and the Town of Lisbon issued Findings of Fact, Conclusions of law and Order of Demolition;

WHEREAS, on February 28, 2020, the parties entered into an Agreement for cost sharing relative to the orders of demolition (the "Cost Sharing Agreement"). The Cost Sharing Agreement provided, in part, that Sabattus shall reimburse Lisbon $8,407.62 for costs incurred related to the Orders;

WHEREAS, Sabattus removed the Structure in compliance with the Town of Sabattus Board of Selectmen Findings of Fact, Conclusions of law and Order of Demolition, and then assessed a special tax;

WHEREAS, each party has recorded tax lien(s) on the Property for which the automatic foreclosure period has run;

WHEREAS, Schedule A shows for each Town the amount of broker fees and any other transaction costs incurred relative to the Property, as of the date of this Agreement; the dangerous building matter expenses incurred relative to the Property, as of the tax lien certificate recording date; the amount due on other tax liens on the Property, as of such tax lien certificate recording date; and the amount due, as of the date of this Agreement, for all other costs allowable under 36 MRS § 943-C(3)(C), which are not yet finally determined;

WHEREAS, on March 14, 2025 the Town of Lisbon, pursuant to its purchasing policy, contracted for real estate brokerage services with Hearth and Key Realty (the "Broker"); and,

WHEREAS, the parties each now wish to sell the Property, pursuant to 36 M.R.S. § 943-C, and split the proceeds and costs;

THEREFORE, Lisbon and Sabattus agree as follows:

1. This Agreement supersedes the Cost Sharing Agreement.

2. Lisbon and Sabattus shall jointly issue all notices and accountings required by law for each tax lien that has automatically foreclosed.

3. Before January 1, 2025, Lisbon and Sabattus shall jointly engage the Broker to sell the Property, on terms mutually agreed to by the parties, to coordinate the marketing and sale of the Property, as required by law, including that the Property shall be listed for sale at the highest reasonable price at which the Broker anticipates the property to sell, and that the

Property shall be conveyed via quitclaim deed to the successful buyer at the highest price at which the property is able to sell.

4. Upon receipt of an offer to purchase the Property, the Town Managers of Lisbon and Sabattus (as authorized by the Lisbon Council and the Sabattus Board, respectively) shall meet and determine whether to accept the offer. An offer will be accepted only upon the agreement of both Lisbon and Sabattus via their Town Managers.

5. The proceeds of a sale of the Property will be distributed in five steps, as follows:

   (a) First, all broker fees and any other transaction costs related to the marketing and sale of the Property will be deducted and paid; and then,

   (b) Second, the Towns' dangerous building matter expenses will each be deducted and paid to the respective Town; and then,

   (c) Third, the then current amount due on any tax lien(s) recorded on the Property by Lisbon or Sabattus will each be deducted and paid to the respective Town; and then,

   (d) Fourth, the then current amount due for all other costs allowable to Lisbon and Sabattus under 36 MRS § 943-C(3)(C), including all legal fees not included in subparagraph 5(b), will be deducted and paid to each Town; and then,

   (e) Fifth, any remaining proceeds will be paid to the former owner, as required by law.

   If the sales proceeds, at any step between 5(a) and 5(d) in the above description of the distribution of sales proceeds, are insufficient to pay all expenses as noted in such step, Lisbon and Sabattus will each be paid the proceeds for that step on a pro-rata basis, and no payments will be made as described in a subsequent step.

6. Within 15 days of the sale of the Property, each Town shall update the amounts shown on Schedule A for the Town, including with interest as provided by statute, and report to the other Town.

7. If a tax sale is required at any point, Lisbon and Sabattus shall jointly advertise such sale, and the remainder of this Agreement remains intact.

8. Any dispute regarding this Agreement shall be decided by binding arbitration under the Commercial Rules of the American Arbitration Association, which shall be conducted in Lewiston, Maine. The parties agree that any questions or disputes regarding the arbitrability of any dispute shall be decided by the arbitrator. Judgment may be entered upon any arbitration award in any court of appropriate jurisdiction, and that this Paragraph 8 shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

TOWN OF LISBON, MAINE

By: Glenn Michalowski
Its: Town Manager
Date:

TOWN OF SABATTUS, MAINE

By: Stephen Eldridge
Its: Interim Town Manager
Date:

Schedule A

Lien Recording Date	**Lisbon**	**Sabattus**
¶ 4(a) - broker fees and any other transaction costs		
	Currently none	Currently none
¶ 4(b) - Dangerous building matter expenses (Recorded lien in the amount of $32,647.09)		
7/20/2021 (Dangerous Building special tax)	8,614.01	24,033.08
¶ 4(c) - the amount due on tax liens recorded by Lisbon and Sabattus (All amounts below are from the recorded tax lien.)		
6/19/2020	342.85	
6/16/2021	1,069.53	
7/20/2021		705.98
6/24/2022	1,023.23	
7/14/2022		642.25
6/16/2023	1,069.53	
7/6/2023		658.59
6/18/2024	1,111.97	
7/10/2024		728.75
¶ 4(d) - current amount due for all other costs allowable under 36 MRS § 943-C(C)		
	Not yet determined	Not yet determined