



A facsimile from

Ann Riley

Phone/Fax: 877-237-0909

To: Jonathan Reed

Fax number: 207-874-8716

Date: 8/23/2005

Regarding: 42 McKinley Court -- Unit 13A
Diamond Cove -- Great Diamond Island

Comments: Attached are documents requested for the completion of the attice
at the above referenced property

Ann P. Riley

13A Diamond Cove
42 McKinley Court
Great Diamond, ME 04108
207-766-2432

August 23, 2005

Mr. Jonathan Reed
Code Enforcing
Planning and Development Department
City of Portland
Portland, ME

RE: 42 McKinley Court – Unit 13A
Diamond Cove, Great Diamond Island

Dear Mr. Reed:

The finishing of the attic at my home referenced above is to provide an open space to be used as a study and sewing area. There will be no doors at either the top or bottom of the staircase that will provide access to the finished space.

Per your request to Goduti Building, I am attaching a copy of the Purchase and Sale Agreement for my purchase of the above referenced property.

Sincerely,



Ann P. Riley

Attachment

Cc: Goduti Building

PURCHASE AND SALE AGREEMENT

April 11, 2005

Effective Date
Effective Date is defined in Paragraph 24 of this Agreement.

1. PARTIES: This Agreement is made between ANN P. RILEY (hereinafter called "Buyer") and NORMA KRAUS EULE, DAHLIA MANN (hereinafter called "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 PORTLAND County of CUMBERLAND, State of Maine, located at (#13A) 42 MCKINLEY CT. DIAMOND COVE and described in deed(s) recorded at said County's Registry of Deeds Book(s) 19436, Page(s) 145

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale except for the following: N/A

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: N/A

4. PERSONAL PROPERTY: The following items of personal property are included with the sale at no additional cost, in "as is" condition with no warranties: ONE GOLF CART

Seller represents that such items shall be operational at the time of closing, except: N/A

5. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 339,900.00
of which DEPOSIT \$ 5,000.00
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 15,000.00
will be paid UPON SATISFACTION OF INSPECTIONS & DOCUMENTS REVIEW
The balance due amount is to be paid by certified or bank check, upon delivery of the Deed. BALANCE DUE \$ 319,900.00

This Purchase and Sale Agreement is subject to the following conditions:

6. EARNEST MONEY/ACCEPTANCE: HOME SELLERS ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 12, 2005 (date) 5 PM - 12:00 NOON AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. 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.

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 June 21, 2005 (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 days, from the time Seller is notified of the defect, unless otherwise agreed to by both Buyer and Seller, to remedy the title, after which time, if such defect is not corrected so that there is a merchantable title, Buyer may, at Buyer's option, withdraw said earnest money and be relieved from all obligations. Seller hereby agrees to make a good-faith effort to cure any title defect during such period.

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 for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

Rev. Jan. 2005

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Buyer(s) Initials AR

Seller(s) Initials _____

mulkerin associates 426 Forest Ave., Portland ME 04101
Phone: (207) 772-2127 Fax: (207) 871-3695

Peter Thornton

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Riley zbr

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. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) _____ . The day of closing is counted as a Seller day. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. Fuel in tank (shall shall not) be paid by Buyer (cash price as of date of closing). 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. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern. The disclosure is not a warranty of the condition of the property and is not part of this Agreement.

13. INSPECTIONS: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Agent makes no warranties regarding the condition, permitted use or value of Seller's real or personal property. This Agreement is subject to the following inspections, with results being satisfactory to Buyer:

TYPE OF INSPECTION		YES	NO	RESULTS REPORTED TO SELLER	TYPE OF INSPECTION		YES	NO	RESULTS REPORTED TO SELLER
a. General Building	<input checked="" type="checkbox"/>			Within 14 days	h. Lead Paint		<input checked="" type="checkbox"/>		Within _____ days
b. Environmental Scan		<input checked="" type="checkbox"/>		Within _____ days	i. Arsenic Treated Wood		<input checked="" type="checkbox"/>		Within _____ days
c. Sewage Disposal		<input checked="" type="checkbox"/>		Within _____ days	j. Pests		<input checked="" type="checkbox"/>		Within _____ days
d. Water Quality (including but not limited to radon, arsenic, lead, etc.)		<input checked="" type="checkbox"/>		Within _____ days	k. Pool		<input checked="" type="checkbox"/>		Within _____ days
e. Water Quantity		<input checked="" type="checkbox"/>		Within _____ days	l. Zoning		<input checked="" type="checkbox"/>		Within _____ days
f. Air Quality (including but not limited to asbestos, radon, etc.)	<input checked="" type="checkbox"/>			Within 14 days	m. Flood Plain		<input checked="" type="checkbox"/>		Within _____ days
g. Mold		<input checked="" type="checkbox"/>		Within _____ days	n. Code Conformance		<input checked="" type="checkbox"/>		Within _____ days
					o. Other				Within _____ days

All inspections will be done by inspectors chosen and paid for by Buyer. If the result of any inspection or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void 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 inspection or other condition specified herein 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 inspection is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

14. HOME SERVICE CONTRACTS: At closing, the property will will not be covered by a Home Warranty Insurance Program to be paid by Seller Buyer at a price of \$ _____

15. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a N/A loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of N/A years.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification of information, is qualified for the loan requested within N/A 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.
- c. Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within N/A days of the Effective Date of the Agreement. If Buyer fails to provide Seller with this loan commitment letter within said time period, Seller may deliver notice to Buyer that this Agreement is terminated three business days after delivery of such notice unless Buyer delivers the loan commitment letter before the end of the three-day period. If the Agreement is terminated under the provision of this sub-paragraph, the earnest money shall be returned to Buyer.
- d. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's agent.
- e. After (b) or (c) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed under the terms of the financing. Any failure by Buyer to notify Seller within two business days of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- f. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- g. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- h. Buyer may choose to pay cash instead of obtaining financing. If so, buyer shall notify seller in writing and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of paragraph 15 shall be void.

16. AGENCY DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

NANCY BARLETT of HOME SELLERS is a Seller Agent Buyer Agent
 Licensee Agency Disc Dual Agent Transaction Broker

SANDY FITCH & PETER THORNTON of MULKERRIN ASSOCIATES is a Seller Agent Buyer Agent
 Licensee Agency 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.

17. MEDIATION: Except as provided below, any dispute or claim arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, 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 refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction. Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum.

18. DEFAULT: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, 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.

19. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

20. 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.

21. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original or faxed signatures are binding.

22. ADDENDA: Lead Paint - Yes No ; Other - Yes No

Explain: _____

23. 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 days prior to closing.

24. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their agent. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing, to the other party. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller. Agent is authorized to complete Effective Date on Page 1 of this Agreement. Except as expressly set forth to the contrary, the use of "by (date)" or "within _____ days" shall refer to calendar days being counted from the Effective Date as noted on Page 1 of the Agreement, beginning with the first day after the Effective Date and ending at 5:00 p.m. Eastern Time on the last day counted.

25. CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement are confidential but authorize the disclosure of the information herein to the agents, attorneys, lenders, appraisers, inspectors 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 statement to release a copy of the closing statement to the parties and their agents prior to, at and after the closing.

26. OTHER CONDITIONS:

1. BUYER TO HAVE 14 DAYS AFTER RECEIPT TO REVIEW OF ALL HOMEOWNERS ASSOCIATION DOCUMENTS, RULES, REGULATIONS AND FINICIAL STATEMENTS TO THERE SOLE SATISFACTION. IF UNSATISFACTORY TO THE BUYER ALL ESCROW DEPOSITS SHALL BE RETURNED TO THE BUYER.

2. SELLER TO REINSTALL PENINSULA COUNTER IN THE KITCHEN PRIOR TO TRANSFER OF TITLE.

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.

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 Bureau of Taxation.

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.

Buyer's Mailing address is P.O. Box 13, DID GREENWICH, CT 06870

Ann P. Riley
BUYER ANN P. RILEY

BUYER

Seller accepts the offer and agrees to deliver the above-described property and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is Norma Kraus Bole
SELLER NORMA KRAUS BOLE 4/11/05 DATE

SELLER DAHLIA MANN DATE

Offer reviewed and refused on _____ day of _____

SELLER _____

SELLER _____

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.

SELLER _____ DATE _____

SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____

BUYER _____ DATE _____

EXTENSION: The time for the performance of this Agreement is extended until _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

SELLER _____ DATE _____

