

PURCHASE AND SALE AGREEMENT - LAND ONLY

March 14 2007

March 31, 2007
 Effective Date as defined in Paragraph 26 of this Agreement.

PARTIES: This Agreement is made between N. S. C. LLC

Slavinski

("Buyer") and
("Seller")

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. 22 for explanation, the property situated in municipality of Portland County of Cumberland State of Maine, located at Unit #22 - Penacook/Nickerson/Hicks and described in deed(s) recorded at said County's Registry of Deeds Book(s) # 114 Page(s) 19, 20, 21

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 50,000.00 65,000 Buyer has made; or will make within 3 business days of the date of this offer, a deposit of earnest money in the amount of \$ 1,000.00. If said deposit is to be made after the submission of this offer and is not made by the above deadline this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being made will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ 0 will be paid 0. Failure by Buyer to make this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by a certified or cashier's check upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Port Island Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 14, 2007 (date) 1:00 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.

5. 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 25, 2007 (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 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 this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a WARRANTY deed, and shall be free and clear of all encumbrances except covenants, conditions, and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. 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.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: real association fees, (other) no. 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.

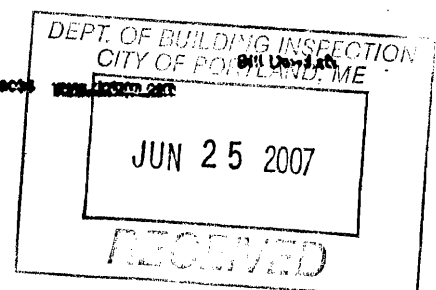
July 2007

Page 1 of 4 P&S-LO

Buyer(s) Initial PS Seller(s) Initial MS

Dowd Properties 17 Westland Ave., Portland ME 04103
 Phone: (207) 773-6200 Fax: (207) 773-0046

Dowd Properties

Produced by eForm[®] by the eFormative, LLC 10020 Pines Hill Road, Clinton Township, Michigan 48035

FROM : PAUL SLAVINSKI

FAX NO. : 6176662273

Mar. 31 2007 12:17PM P2

03/14/2007 15 18 FAX 2077730046

DUWE PROPERTIES

03/14/2007

10. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

11. DUE DILIGENCE. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Licensee makes no warranties regarding the condition, permitted use or value of Seller's real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: Survey and Topo for Building Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: <u>Building Permit from City of Portland for a 24 x 34 Cape</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	75	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. OTHER Purpose: <u>Deeds for all lots to be provided to Buyer</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	7	Seller	Seller

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained 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.

July 2006

Page 2 of 4 - P&S-LO Buyer(s) Initials PA Seller(s) Initials AS

12. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a 0 loan of 0 % of the purchase price, at an interest rate not to exceed 0.000 % and amortized over a period of 0 years.
 - 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 0 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.
 - Buyer to provide Seller with loan commitment letter from lender showing that Buyer has secured the loan commitment within 0 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.
 - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller or Seller's licensee.
 - 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.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ 0 toward Buyer's actual pre-paid, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
 - 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 this paragraph shall be void.

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

First Corporate of Port Island Realty is a Seller Agent Buyer Agent
 Licensee Agency Disc Deal Agent Transaction Broker

Debra V. Dowd of Dowd Properties is a Seller Agent Buyer Agent
 Licensee Agency Disc Deal 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.

14. 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 this 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.

15. 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.

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

17. 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.

18. 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.

19. ADDENDA: Yes Explain: N/A No

20. 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 licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated. Licensee 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 0 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.

21. 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 entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

03/14/2007 15 20 FAX 2077730046

DOWD PROPERTIES

0057608

22. OTHER CONDITIONS:

Sale to include the following lots located on the Tax Maps of the City of Portland that are located on ~~Seaboard - Hickerson and Hicks St.~~ All lots that are owned by Slavinski. Lots: 297 D B - 9 - 10 - 294 C 57 - 58 - 59 - 60 - a portion of 61.

William J. Dowd is a licensed real estate Broker in the State of Maine and has ownership interest in W & C LLC

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 Revenue Services.

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 17 Westland Avenue, Portland, ME 04102.

W J Dowd 03/14/2007
BUYER DATE BUYER DATE
W & C LLC

Seller accepts the offer and 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.

Seller's Mailing address is
Paul Slavinski 3/28/07
SELLER Slavinski 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.

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 Building Permits + Closing with August 1, 2007 DATE

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE
W J Dowd
W & C LLC 6/5/07

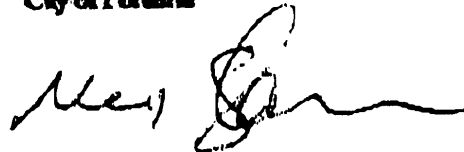


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All Rights Reserved.



Re: Building Permit/New construction.
This letter gives W & C LLC permission to apply for a building permit on our land located on Beaumont, Niskamun, and Hicks St. All lots that are owned by Skvinick. Lots 297 D 8-9-10-294 C 57-58-59-60 - a portion of 61.

City of Portland



Mary Slavinski
27 Dixon St
Tarrytown, NY 10591

C
17 WESTLAND AVENUE
PORTLAND, MAINE 04102
207-773-6250

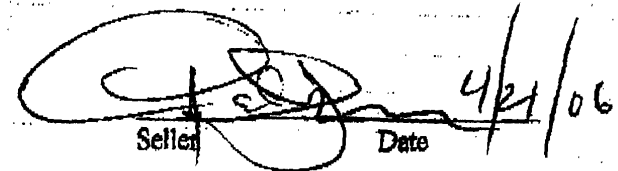
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PAGE 06/07

**Exhibit A
Purchase and Sale
O Nickerson**

1. Seller agrees to convey to Buyer a portion of Lot 61 on the 2006 City of Portland Tax Assessor Map 294. Lot 61 is the same property enumerated as Lot 7 of the Frost Villa Sites subdivision recorded in the Cumberland County Registry of Deeds, Plan Book 14, page 295 and is the same property conveyed to Seller from the City of Portland, recorded on September 2, 1986 in the Cumberland County Registry of Deeds, Book 7352, page 325.
2. Buyer agrees to convey to Seller ten (10') feet of frontage on Beaumont Street of Lot 62 on the 2006 City of Portland Tax Assessor Map 294, being the same property enumerated as Lot 8 of the Frost Villa Sites subdivision recorded in the Cumberland County Registry of Deeds, Plan Book 14, page 295.
3. Buyer and Seller agree that the new property line created by paragraph 2 and 3 above will be memorialized by a legal description subject to the mutual agreement of both parties. See the attached Exhibit B for an illustrative drawing of the proposed new property line.
4. This Agreement is contingent upon Buyer closing on its contract to purchase Lot 62 described in paragraph 2 above.


Buyer Date 4/20/06


Seller Date 4/21/06

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	294 C057001
Location	80 HICKS ST
Land Use	VACANT LAND
Owner Address	SLAVINSKI MARY 27 DIXON ST TARRYTOWN NY 10591
Book/Page	23324/121
Legal	294-C-57 HICKS ST 80-82 NICKERSON RD 4004 SF

Current Assessed Valuation

Land	Building	Total
\$3,200	\$ 0.00	\$3,200

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.092	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition

Sales Information

Date	Type	Price	Book/Page

Picture and Sketch

Picture	Sketch	Tax Map
-------------------------	------------------------	-------------------------

[Click here](#) to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

New Search!

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	294 C058001
Location	NICKERSON RD
Land Use	VACANT LAND
Owner Address	SLAVINSKI MARY 27 DIXON ST TARRYTOWN NY 10591
Book/Page	23324/121
Legal	294-C-58 TO 60 NICKERSON RD 9337 SF

Current Assessed Valuation

Land	Building	Total
\$7,500	\$ 0.00	\$7,500

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.214	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition
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Sales Information

Date	Type	Price	Book/Page
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Picture and Sketch

Picture	Sketch	Tax Map
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[Click here to view Tax Roll Information.](#)

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New Search!

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information

Card Number	1 of 1
Parcel ID	294 C061001
Location	BEAUMONT ST
Land Use	VACANT LAND
Owner Address	SLAVINSKI MARY 27 DIXON ST TARRYTOWN NY 10591
Book/Page	23324/121
Legal	294-C-61 BEAUMONT ST NICKERSON RD 4232 SF

Current Assessed Valuation

Land	Building	Total
\$60,400	\$ 0.00	\$60,400

Property Information

Year Built	Style	Story Height	Sq. Ft.	Total Acres	
				0.097	
Bedrooms	Full Baths	Half Baths	Total Rooms	Attic	Basement

Outbuildings

Type	Quantity	Year Built	Size	Grade	Condition

Sales Information

Date	Type	Price	Book/Page

Picture and Sketch

<u>Picture</u>	<u>Sketch</u>	<u>Tax Map</u>
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[Click here](#) to view Tax Roll Information.

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

New Search!

Memorandum
Department of Planning and Development
Planning Division



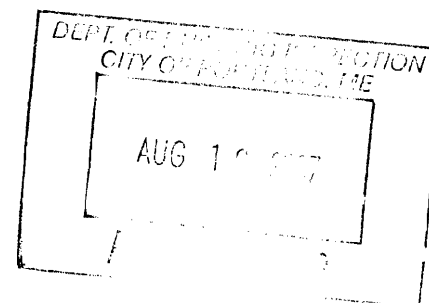
To: Marge Schmuckal
From: Molly Casto, Planner
Date: August 10, 2007
Re: Beaumont, Hicks and Nickerson- 2 single family homes

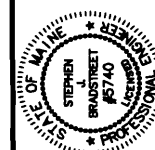
Hi Marge-

Here are the revised site plans for the two single-family homes on Beaumont Street. We had Jim revise the drainage easements for the City through both lots. The location of the easements has been approved by Planning and Public Works. I checked the revised site plans against what he submitted to Ann and I didn't see any other changes. Please double check to be sure that he has stayed in compliance with zoning.

Thanks!

Molly





PROJECT DESIGNER:
Edwards AND Kelcey
 222 St. John Street, Suite 314
 Portland, ME 04102
 PHONE: (207) 628-1272
 FAX: (207) 774-9607

SCALE: AS NOTED
 DATE: 06-01-07
 DESIGNED BY: SJB
 DRAWN BY: JMK
 CHECKED BY: SBU
 APPROVED: SJB

DWIGHT BRACKET
 PORTLAND, MAINE
 BEAUMONT/HICKS SITE PLAN

SITE PLAN

REVISIONS

NO.	DATE	DESCRIPTION	BY
B	06-14-07	ISSUED FOR: BUILDING PERMIT	SJB
C	07-02-07	ISSUED FOR: BUILDING PERMIT	SJB
D	07-10-07	ISSUED FOR: BUILDING PERMIT	SJB
E	07-17-07	ISSUED FOR: BUILDING PERMIT	SJB

PROJ. NO.: 090057007

EK FILE: 8007_C100

AIP NO.:

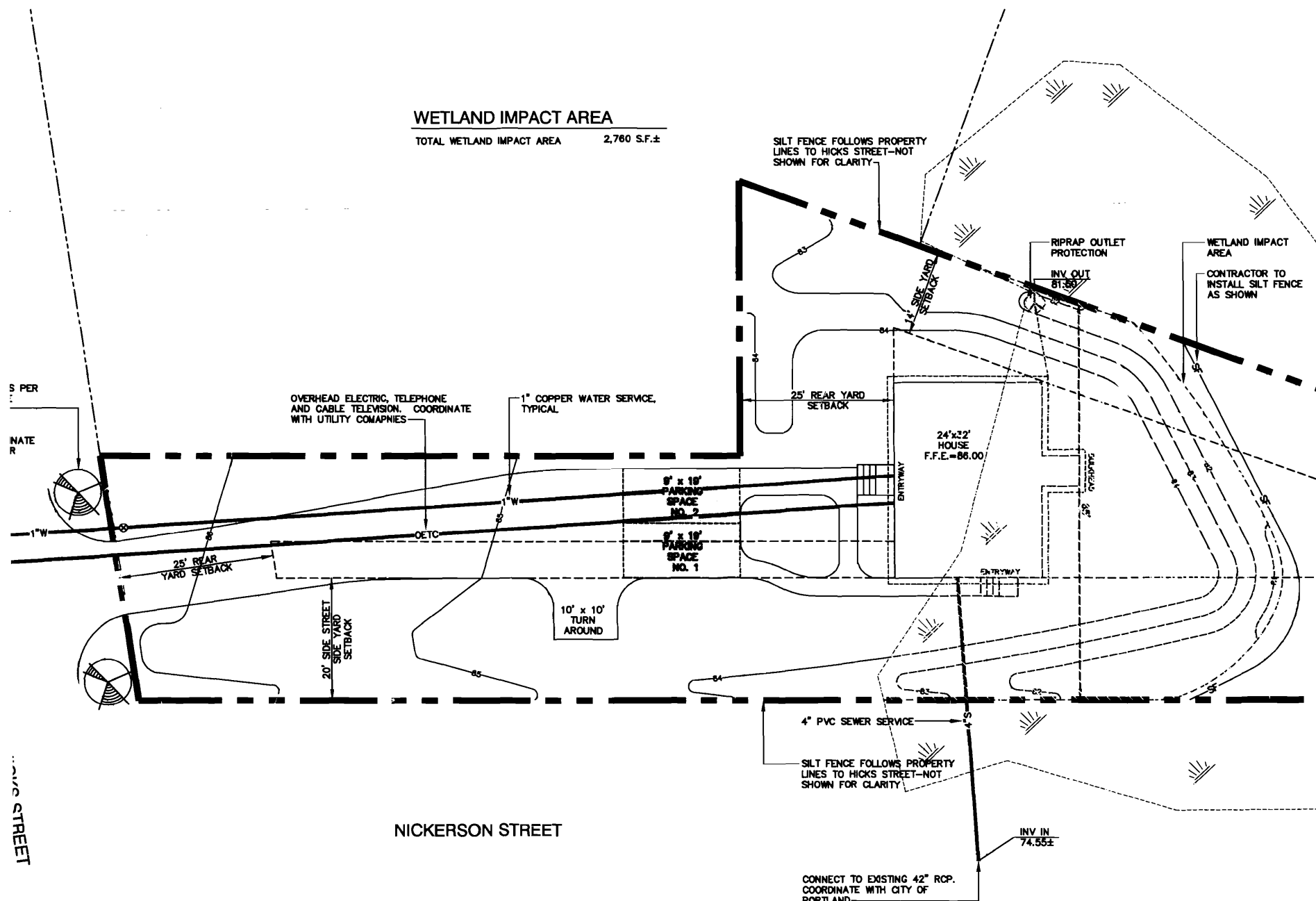
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C-100

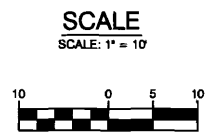
SHEET 1 OF 1

WETLAND IMPACT AREA

TOTAL WETLAND IMPACT AREA 2,760 S.F.±



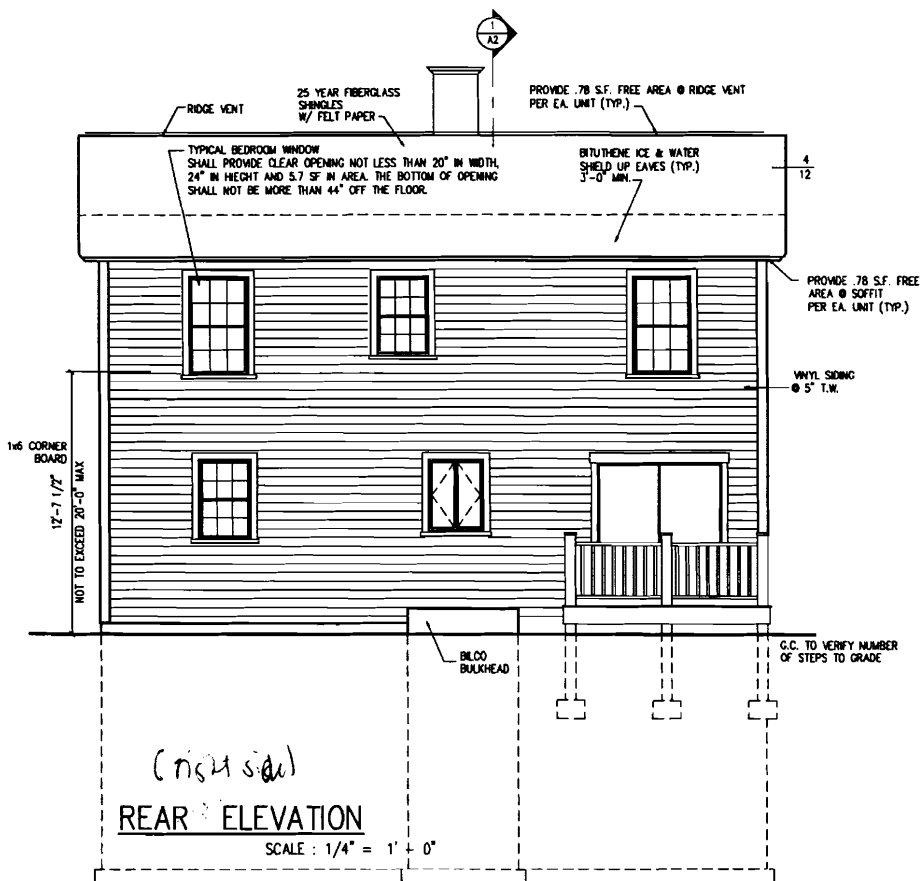
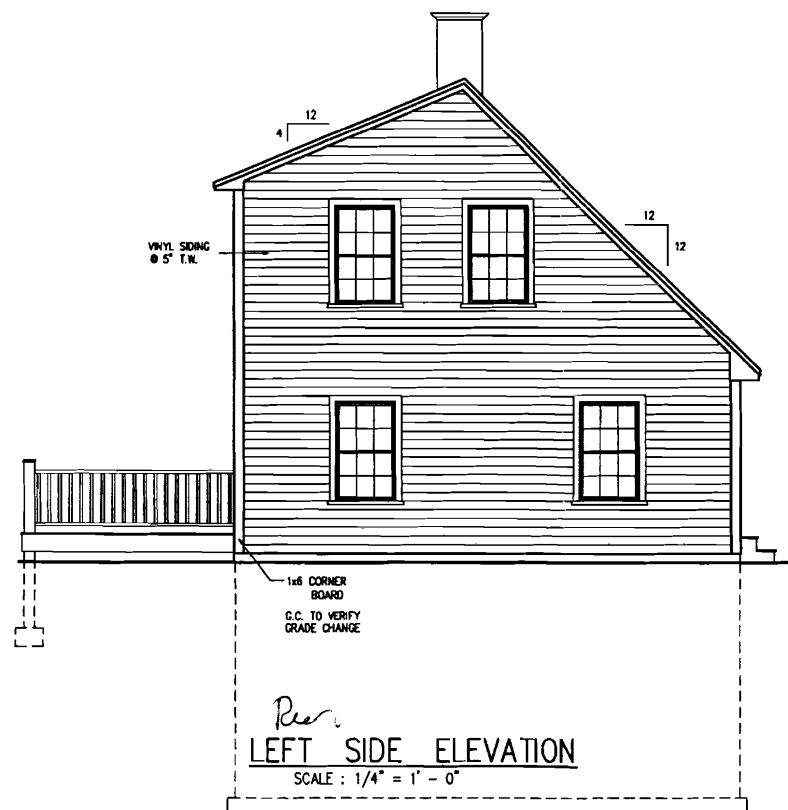
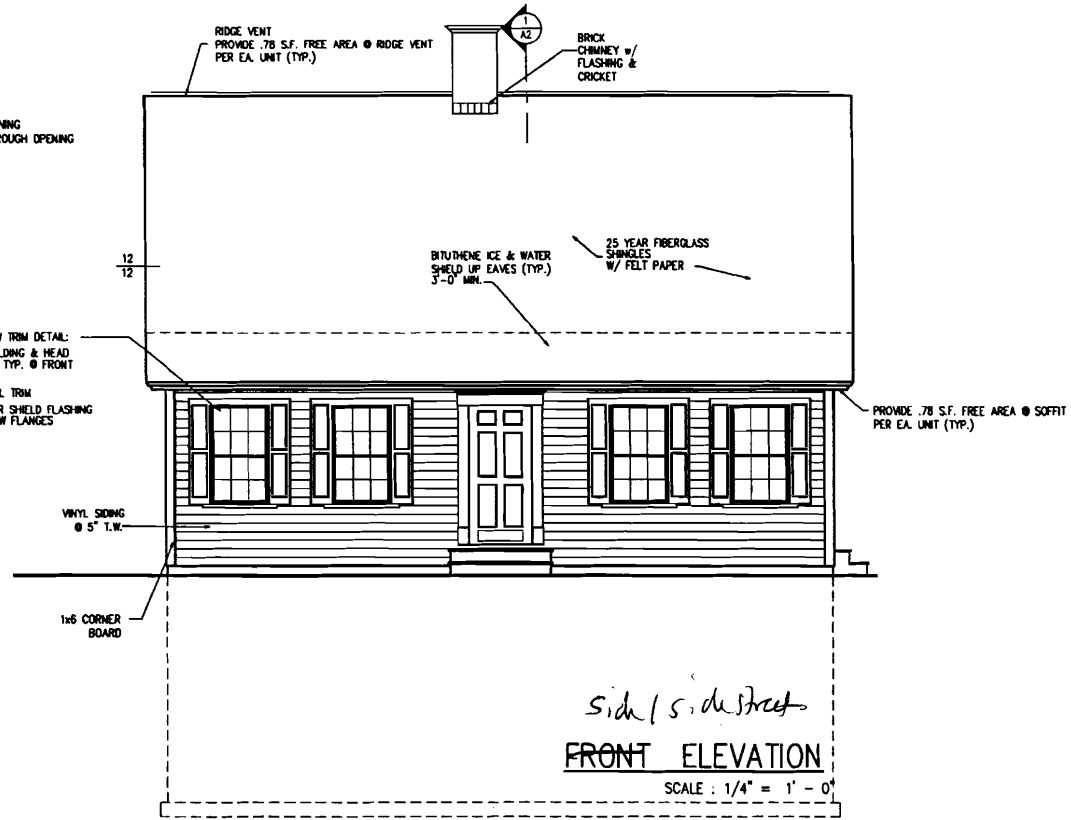
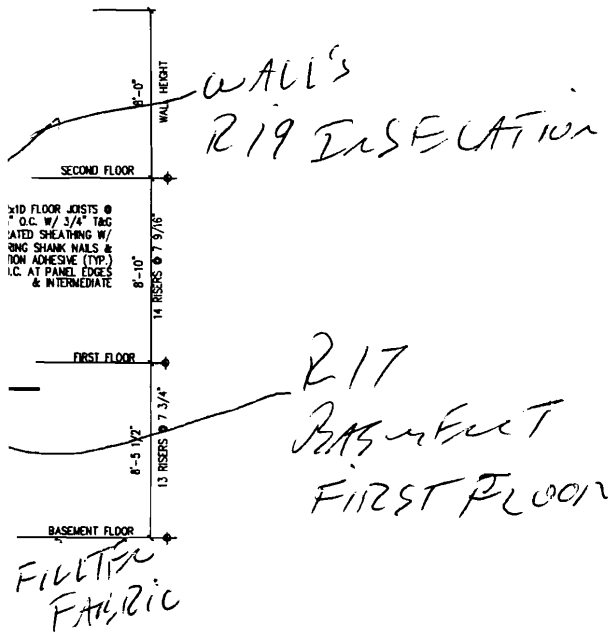
DEPT. OF BUILDING INSPECTION
 CITY OF PORTLAND, ME
 JUL 18 2007
RECEIVED



R38 ROOF INSULATION

ROUGH OPENING	HEADER SIZE
0 - 3'-0"	(3) - 2x6
3'-1" - 4'-0"	(3) - 2x8
4'-7" - 5'-8"	(3) - 2x10
5'-9" - 7'-0"	(3) - 2x12

NOTE: PROVIDE JAMBS BOTH ENDS AS FOLLOWS:
 2x6 JACK PLUS 2x6 KING UP TO 4'-0" ROUGH OPENING
 (2) 2x8 JACKS PLUS (2) 2x6 KINGS UP TO 7'-0" ROUGH OPENING



DRAWINGS THIS SHEET

ELEVATIONS / SECTION

DATE
05/31/07

A2