

DeLUCA-HOFFMAN ASSOCIATES, INC.  
CONSULTING ENGINEERS

778 MAIN STREET  
SUITE 8  
SOUTH PORTLAND, MAINE 04106  
TEL. 207 775 1121  
FAX 207 879 0896

- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- TRAFFIC STUDIES AND MANAGEMENT
- PERMITTING
- AIRPORT ENGINEERING
- SITE PLANNING
- CONSTRUCTION ADMINISTRATION

September 8, 2000

Ms. Kandice Talbot  
Planning Dept.  
City of Portland  
389 Congress Street  
Portland, ME 04101

**Subject: Arbor Care and Landscape  
779 Warren Avenue  
Minor Development Site Plan Review**

Dear Kandi:

On behalf of Arbor Care and Landscape, enclosed please find seven sets of a minor site plan application for a proposed building for the subject parcel.

The site was originally occupied as office and warehouse space for Abatement Professionals (c/o Robert Rickett) who are the current property owners. The building was destroyed as a result of flooding from the October 21 and 22, 1996 storm. Since that time the site has been vacant, except for the placement of a level gravel building pad, which was done subsequent to the October storm. The owner had contemplated plans on replacing their former building, however these plans were not completed and the site has been for sale ever since. Arbor Care and Landscape has a contract to purchase the property, contingent upon Minor Site Plan approval by the Planning Authority.

In addition to the site plan, we offer the following written statements per Section 14-525 (c):

**1. Proposed Use**

The proposed use is a pre-engineered metal building for the storage of equipment and vehicles. The building will be a slab on grade structure with metal siding and roof. Building plans and elevations are included with this package.

**2. Area**

The area of the parcel is 57,529 s.f. This includes the 45,433 s.f. original parcel and 12,096 s.f. of an adjacent parcel acquired by Abatement Professionals and formerly owned by Carter Broadcasting Corp.

The building is composed of a 2,800 s.f. garage. The building measurements will be 40' x 70' and will include two overhead doors.

City of Portland Planning Department  
September 8, 2000  
Page 2

### 3. Easements

Existing easements as described on the boundary survey plan by Titcomb Associates are as follows:

- a) Right-of-way to use private way (driveway) 4545/132 and 3843/123.
- b) Water rights and rights appurtenant to Samuel D. Warren, 272/32, location uncertain.
- c) Macalister to Portland Water District 2156/149. Location unknown.
- d) Herman F. Cook to Sacony-Vacuum Oil Co., Inc. 1891/71 and 3822/75. Location uncertain.
- e) Frank D. Holden to Portland Pipe Line Company, 1655/197. Location uncertain.
- f) Albert A. Cilley to Portland Lighting and Power Company, 879/88. Location uncertain.

### 4. Solid Waste

Solid waste during construction will be removed from the site and properly disposed of at an approved site. Special consideration will be given to the bituminous pavement and will be removed to an approved recycling facility such as Pike Industries on Bishop Street. After construction, solid waste should be that typically generated from a small warehouse. Arbor Care and Landscape will contract with a local waste hauler for these services. Executed documents can be provided to the City upon actual agreement.

### 5. Off-site facilities

- a) Access to the site is from a paved private driveway from Warren Avenue. The driveway also provides access to the tower and building owned by Carter Broadcasting Corporation. The parcel includes a cross access agreement with Carter Broadcasting Corporation who owns the driveway.
- b) Sewage will be accommodated by the existing 2,000 gallon holding tank. Arbor Care and Landscape will contract with a local pump and waste hauler to maintain the holding tank. Evidence of this contract will be provided to the City's Plumbing inspector prior to application for a building permit.
- c) Water is obtained from an on-site well. The owner has indicated that it is an artesian well with a yield in excess of 100 gpm and will thus provide adequate water supply to the site.

### 6. Surface Drainage

Existing surface drainage is overland flow in a westerly direction to an offsite stream, which is tributary to the Presumpscot River.

City of Portland Planning Department  
September 8, 2000  
Page 3

In order to quantify the pre-development and post development peak storm water runoff to the stream, we offer the following Rational Method computations for the discharge associated with the general development footprint. This area is identified on the site plan and does not include the entire 57,529 s.f. since a portion of the site will remain undeveloped:

Pre-Development				Post Development	
Cover	C	S.F.	Comp C.	S.F.	Comp. C
Pavement	.9	11,930	.27	11,760	.27
Roof	.9	3,950	.09	2,800	0.06
Lawn	.4	23,300	.24 .60	24,20	.25 0.58
	<b>Total</b>	<b>39,180 S.F.</b>		<b>Total</b>	<b>39,180 S.F.</b>

$$Q = CiA \quad \begin{array}{l} 5 \text{ min time of concentration} \\ 25 \text{ year storm is } 6.1 \text{ in.} \end{array}$$

$$\begin{array}{l} \text{Pre-Development} \\ Q = (.6)(6.1)(.90) \end{array} = 3.29 \text{ CFS}$$

$$\begin{array}{l} \text{Post Development} \\ Q = (0.58)(6.1)(.90) \end{array} = 3.18 \text{ CFS}$$

The development storm water runoff rates will be decreased from Predevelopment conditions due to the decrease in impervious surface. Due to the proximity to the Presumpscot River, we believe that storm water detention is unwarranted. The development site also does not warrant water quality treatment.

#### 7. Construction Plan

The Construction plan will be straight forward and involve the following:

- a) Place silt fence.
- b) Construct building.
- c) Place remaining fill.
- d) Construct and remove paved areas as noted on plan.
- e) Place 4" loam, seed and fertilizer and install landscaping.
- f) Remove silt fence when there is at least a 75% catch of grass.

City of Portland Planning Department  
September 8, 2000  
Page 4

**8. Permits**

- a) Due to the project being located within 100' of the stream, a MeDEP permit by rule will be required. There is a 15 day waiting period for construction to begin after a completed permit by rule is submitted to the MeDEP. A copy of the Permit By Rule application will be provided to the City when submitted.

**9. Financial (See Attachment)**

**10. Title, Right and Interest (See Attachment)**

**11. Unusual Conditions**

The site is located within the 100 year flood plain. Mr. Robert Rickett of Abatement Professionals has discussed this project with Marge Schmuckal, Zoning Administrator back in early 1997. Ms. Schmuckal indicated that the building may be replaced, but the first floor finish elevation must be at least 2' above the elevation of the 100 year flood plain. According to the firm 230051 0006B, July 17, 1996 the 100 year flood plain elevation is 35.0 in the project area. Accordingly, the new finish floor elevation is 37.02.

**12. CADD Drawings**

CADD drawings can be provided to the City upon request.

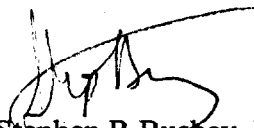
**13. Recyclables**

The proposed project will not be a generator of recyclable material therefore provisions for recyclable waste management will not be provided. The applicant will maintain onsite trash collection, which will be maintained and disposed of by Arbor Care and Landscape personnel.

On behalf of Arbor Care and Landscape we look forward to Staff review of this project. If you have any questions, please contact this office.

Very truly yours,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R Bushey, P.E.  
Senior Engineer

SRB/sb/JN2077/plandpt

c: Kevin Bosworth – Arbor Care and Landscape

# PURCHASE AND SALE AGREEMENT LAND ONLY

07/17/00

Effective Date

The use of days in this agreement refers to calendar days from the effective date

RECEIVED OF: KEVIN BOSWORTH (hereinafter called "Buyer") the sum of  
(\$ 1000.00 ) ONE THOUSAND DOLLARS AND NO CENTS  
dollars as earnest money and in part payment of the purchase price of the following described real estate, situated in municipality of  
PORTLAND County of CUMBERLAND State of Maine located at 789 WARREN AVE,  
PORTLAND MAINE Being (all  part of ) the property at the  
above address owned by ROBERT W. RICKETT, SR. JR. (hereinafter called "Seller") and  
described in deed recorded at said County's Registry of Deeds Book 5048, Page 316.

The TOTAL purchase price being (\$ 62,500 ) SIXTY TWO THOUSAND FIVE HUNDRED  
dollars to be paid as follows:

\$1000 EARNEST MONEY UP FRONT WITH THE REMAINDER AT CLOSING.

The purchase price balance shall be paid in cash, certified funds or bank check at closing.

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

1. EARNEST MONEY/ACCEPTANCE: MALONE COMMERCIAL BROKERS, INC. shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until 07/17/00 (date) 5:00 AM/PM; and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.
2. 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 08/21/00 (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.
3. 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 proposed use of the property which is SMALL DISTRIBUTION BUSINESS.
4. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.
5. 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 contract.
6. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, real estate taxes (based on municipality's fiscal year), association fees, NONE (other). Buyer and Seller will each pay their transfer tax as required by State of Maine.
7. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form and is encouraged to seek information from professionals regarding any specific issue or concern.
8. 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 Sellers' real property. This contract is subject to the following contingencies, with results being satisfactory to Buyer:

Page 1 of 4 Buyer's Initials KMB

Seller's Initials [Signature]

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
2. SOILS TEST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20 DAYS		BUYER
Purpose: _____					
3. LOCAL PERMITS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20 DAYS		BUYER
Purpose: _____					
4. HAZARDOUS WASTE REPORTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20 DAYS		BUYER
Purpose: _____					
5. SUB-DIVISION APPROVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
6. DEP/LURC APPROVALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20 DAYS		BUYER
Purpose: _____					
7. ZONING VARIANCE	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose: _____					
8. OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	20 DAYS		BUYER
Purpose: <u>CONTINGENT ON APPROVAL OF A PERMIT TO BUILD A 40' BY 70' FOOT GARAGE</u>					

Further specifications regarding any of the above:

**SELLOR AGREES TO CLEAN UP PILE OF DEBRIS CURRENTLY LEFT ON PROPERTY  
CONTINGENT ON BEING ABLE TO RUN PROPOSED BUSINESS AT SITE WITH APPROVAL.**

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 may declare the contract null and void by notifying the Seller in writing within 30 DAYS days of the Completion Date noted above and any earnest money shall be returned to Buyer. If Buyer does not notify Seller that result is unsatisfactory within said time period, this contingency is waived by Buyer. In the absence of contingencies mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition and use of the property.

9. FINANCING: This contract is subject to Buyer obtaining an approved CONVENTIONAL MORTGAGE mortgage of 90 % of the purchase price, at an interest rate not to exceed 8.75 % and amortized over a period of 20 years.

- This contract is subject to a written statement from the lender, within 3 DAYS (3) days of the Effective Date, that Buyer has made application.
- This contract is subject to loan approval within 30 days of the Effective Date.
- If either of these conditions is not met within said time periods, Seller may declare this contract null and void, and the earnest money shall be returned to Buyer.
- Buyer is under a good-faith obligation to seek and accept financing on the above-described terms. Buyer acknowledges that a breach of this good-faith obligation will be a breach of this contract.
- Buyer agrees to pay no more than 0 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

Page 2 of 4 Buyer's Initials KMB Seller's Initials [Signature]

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

The MARK MALONE of MALONE COMMERCIAL BROKERS represents SELLOR  
Listing Agent Agency

The JEFFREY J. LOWERY of FISHMAN REALTY represents BUYER  
Selling Agent Agency

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.

11. MEDIATION: Any dispute or claim arising out of or relating to this contract or the property addressed in this contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. 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.

12. DEFAULT: In the event of default by the Buyer, Seller shall retain the earnest money as liquidated damages as sole remedy. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this contract and return to Buyer of the earnest money. The escrow agent may require written releases from both Buyer and Seller prior to disbursing the earnest money to either Buyer or Seller.

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

14. 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.

15. 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.

16. ADDENDA: Yes  Describe: \_\_\_\_\_ No

17. EFFECTIVE DATE: This contract is a binding contract when signed by both Buyer and Seller and when that fact has been communicated to Buyer and Seller or to their agents. Agent is authorized to complete Effective Date on page 1 of this Agreement.

18. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this contract are confidential but authorize the agent(s) to disclose information to the parties' attorneys, lenders, appraisers, inspectors and others necessary for the purpose of closing this transaction. Buyer and Seller authorize their agents to receive a copy of the entire closing statement.

19. OTHER CONDITIONS:

A copy of this contract is to be received by Buyer and Seller 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.

Kevin Bosworth  
BUYER KEVIN BOSWORTH

007-72-7887  
SS# OR TAXPAYER ID#

44

BUYER \_\_\_\_\_

SS# OR TAXPAYER ID# \_\_\_\_\_

Buyer's Mailing address is 23 HUNTS POINT ROAD C/PO ELIZABETH, MAINE 04107

Page 3 of 4 Buyer's Initials KMB Seller's Initials [Signature]

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. If the earnest money is forfeited by Buyer, it shall be distributed as follows:

Signed this 19 day of July 2000

Robert W. Ricketts Jr  
SELLER

004-60-6609  
SS# OR TAXPAYER ID#

SELLER

SS# OR TAXPAYER ID#

Seller's Mailing address is \_\_\_\_\_

Offer reviewed and refused on \_\_\_\_\_

SELLER

SELLER

EXTENSION: The time for the performance of this contract is extended until \_\_\_\_\_

DATE

KMB  
Kevin M. Bowditch 7/17/00  
BUYER

DATE

SELLER

DATE

BUYER

DATE

SELLER

DATE



## ADDENDUM TO PURCHASE AND SALE AGREEMENT

THIS ADDENDUM is entered into this August 17, 2000, by and between ROBERT W. RICKETT, JR. ("Seller") and KEVIN BOSWORTH ("Buyer"), with respect to a Purchase and Sale Agreement between Seller and Buyer dated July 17, 2000 (the "Contract") regarding property at 289 Warren Avenue, Portland, Maine (the "Property").

WHEREAS the Contract was subject to certain contingencies which have expired by their terms, and was originally scheduled to close on August 21, 2000; and

WHEREAS, Buyer has requested an extension of the closing date and limited contingencies for development approvals and financing and Seller is willing to agree to Buyer's request to modify the Contract, upon the terms and conditions set forth below:

NOW THEREFOR, in consideration of the mutual promises set forth below, Buyer and Seller agree as follows:

1. Deposit. Buyer acknowledges that the original contingencies in the Contract have expired and the initial earnest money deposit of \$1,000 held by Malone Commercial Brokers has become non-refundable (other than with respect to Seller's failure to deliver good and merchantable title or other default by Seller specified in the Contract).

2. Additional Deposit. Buyer has deposited with Malone Commercial Brokers herewith an additional \$1,500 earnest money deposit, to be applied to the purchase price at closing.

3. Contingencies. Buyer represents that it has engaged DeLuca Hoffman as engineers to obtain development approvals for its proposed development of the property, and has obtained commercial acquisition and development loan approval from Northeast Bank subject to an as-built appraisal which has been ordered by the lender. Buyer shall have until September 22, 2000 to (i) obtain necessary development approvals for Buyer's intended development, satisfactory to Buyer, which approvals Buyer shall continue to pursue with due diligence, and (ii) obtain final lender acquisition and development financing approval based upon an as-built appraisal satisfactory to Buyer and its lender and lender's review of the Environmental Questionnaire regarding the Property, which Seller agrees to cooperate in completing. If Buyer timely exercises either of such contingencies by written notice to Seller on or before September 22, 2000, the additional \$1,500 deposit shall be returned to Buyer, the \$1,000 original deposit shall be forfeit to Seller as liquidated damages, and the Contract shall be terminated with neither party having any further rights against the other.

4. Closing. The closing shall occur as soon as practicable following Buyer's receipt of approvals and financing, but in no event later than September 29, 2000. Buyer shall be entitled to direct the Seller to convey title at closing to an entity owned and controlled by Buyer.

5. Miscellaneous. Seller and Buyer hereby ratify and confirm that the Contract remains in full force and effect, as specifically modified by this Addendum.

Dated: \_\_\_\_\_

SELLER

\_\_\_\_\_  
Robert W. Rickett, Jr.

Dated: 8/17/00

BUYER

Kevin Bosworth  
Kevin Bosworth



August 8, 2000

*Together, we'll get you there.™*

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
23 Hunts Point Road  
Cape Elizabeth, ME 04107

Dear Kevin:

Northeast Bank, FSB (hereinafter referred to as the "Bank") is pleased to provide, 43 COTTAGE FARMS RD. CORP. (hereinafter referred to as "Borrower") a Term Mortgage Commitment of One Hundred Five Thousand Dollars (\$105,000.00) under the terms and conditions provided in this letter, in addition to all other requirements more fully described in the loan documents.

**Borrower:** 43 COTTAGE FARMS RD. CORP.

**Amount:** \$105,000.00

**Type:** Commercial Real Estate

**Purpose:** Purchase of and improvements to property located at Warren Avenue  
Portland, Maine

**Repayment Schedule:** Six (6) months interest only; followed by principal and interest monthly

**Maturity:** 20 years and 6 months

**Interest Rate:** This is a variable rate loan in which the interest rate will fluctuate in accordance with the National Prime Rate as published daily in the *Wall Street Journal* ("Base Rate"), currently nine and one-half (9.50%). The interest rate shall be the variable Base Rate plus one percent (1.00%) per annum.

The interest rate shall be adjusted in accordance with the Base Rate. Installments of principal and interest may be adjusted at any time interest rates are adjusted in accordance with the then applicable interest rate, the principal balance then due, and the standard amortization schedule in order to provide equal payments over the remaining term.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 2

**Financing Fee:** As consideration for this financing, a fee of \$1,050.00 will be payable at closing.

**Administrative Fee:** As further consideration for this financing, an administrative fee of \$100.00 will be payable at closing for documents prepared in-house. This does not include any fees which may be charged by outside counsel.

**Tax Escrow:** Borrower shall pay to the Bank monthly an amount determined by the Bank to be sufficient to allow the Bank to pay real estate taxes on the collateral when due upon prompt delivery by Borrower to the Bank of periodic municipal tax bills. This real estate tax escrow account will be held by the Bank, at interest, and Borrower agrees to fund at closing sufficient balances in said account such that monthly contributions by Borrower of 1/12 the annual tax amount shall provide sufficient funds to pay the next scheduled tax bill when due plus one month's escrow contribution amount.

**Late Charge:** The loan documents shall contain a provision under which the Borrower agrees to pay to the Bank a late charge of six percent (6%) of any scheduled payment if said payment is received by the Bank

**Default Interest Rate:** Bank shall have the right to charge interest on the unpaid principal balance hereof at an interest rate Four Percent (4.0%) per annum in excess of the rate of interest otherwise payable as provided herein, for any period during which Borrower and/or Guarantors shall be in default under any material provision of the loan, subject to notice and expiration of any applicable cure period. In the event of default followed by collection and enforcement activity by Bank, the Default Interest Rate shall accrue and be payable until actual payment and satisfaction of all amounts owing hereunder. Failure to collect default interest rates on any one or more occasions shall not be deemed to waive the right of Bank to subsequently collect such rates. Acceptance of default interest rates shall not waive or impair Bank's rights to require timely payment of all amounts due hereunder.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 3

**Prepayment:** Prepayment in whole or part is permitted at any time during the term of this loan without penalty.

**Security:** The loan shall be secured by the following:

A valid first mortgage, free of all other liens, on the building and land located at Warren Avenue Portland, Maine and all improvements thereto, including assignment of all rents and leases, existing or hereafter arising.

**Guaranty:** We shall require the unlimited guaranty of Kevin Bosworth and Anne Bosworth.

**Lease and Lease Assignment:**

Borrower shall provide any and all leases and execute lease assignments to the Bank on all existing and future leases associated with the subject property. Said documents shall provide the Bank with right to reassign leases.

**Legal**

**Authority:**

Borrower shall represent and warrant that on and as of the date of closing that they are the bona fide owners of the assets to be pledged as collateral for the loan. At or prior to closing, borrower shall also provide Lender with a Certificate of Good Standing with the Maine Secretary of State. In addition, Borrower shall provide Lender with a Corporate Borrowing Resolution authorizing said loan in form satisfactory to the Bank.

**Legal**

**Opinions:**

Borrower shall provide the Bank at closing an opinion of counsel satisfactory to the Bank and the Bank's counsel as follows:

1. Stating that all loan documents have been duly authorized, executed and delivered by Borrower.
2. Indicating compliance of the real estate with all laws, ordinances, codes, rules and regulations applicable to the use, occupancy and operation thereof.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 4

3. Stating that there is no action, suit or proceeding pending or threatened against or affecting Borrower or the assets to be pledged as collateral for the loan, before any court, administrative agency, arbitrator or governmental authority.

**Insurance:**

Borrower shall maintain hazard insurance on the pledged property in such amounts and for such coverage as shall be satisfactory in all respects to the Bank, provided that at no time shall coverage be less than 80% of insurable value for the term of the loan and shall provide the Bank with any policies, endorsements and any riders thereto as the Bank may require. The Bank shall be designated as "Mortgagee" under standard Maine Mortgage Clause for all real estate and "Lender Loss Payee" for personal property. Policy endorsement shall include a 10-day cancellation notice clause to the Bank.

Said insurance shall include, but not be limited to:

- "All Risk" Physical Damage Insurance
- General Liability Insurance

Prior to closing, Borrower is encouraged to provide Bank with copies of all insurance policies, which shall allow Bank to review the adequacy of Borrower's insurance and provide a no-obligation quotation for coverage. Where no insurance policies currently exist, Borrower is offered a no obligation quote for coverage.

Borrower shall provide to the Bank prior to closing, a flood certification for the life of the loan as to whether the assets securing this loan are located in a flood prone area as designated by Federal Emergency Management Agency ("FEMA"). This flood certification must include Flood Plain Map Information as well as the effective date of the map.

The cost of this flood certification shall be borne by Borrower. If the assets securing this loan are determined to be in flood prone area, the Bank must receive satisfactory evidence that Borrower has purchased and agrees to maintain flood insurance in such amounts and coverage satisfactory to the Bank.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 5

**Financial  
Statements:**

Borrower agrees to provide the following financial reports in format and frequency as outlined below:

- Annual submission of Borrower's federal income tax return
- Annual submission of Borrower's financial statement
- Annual submission of Guarantors' federal income tax return
- Annual submission of Guarantors' personal financial statement

Submission of all annual reports shall be completed by April 30 of each year.

**Title  
Requirements:**

The Bank shall be furnished with a title insurance policy insuring the mortgage to it, issued by a title insurance company satisfactory to it, which shall be subject only to such exceptions as shall be approved by the Bank's Counsel. In particular, the policy will insure against mechanic's and materialman's liens if required by the Bank. Said title insurance policy shall not contain an exception for survey coverage.

**Taxes:**

At or prior to closing, Borrower shall provide the Bank with satisfactory evidence that all real estate taxes have been paid in full.

**Appraisal:**

Prior to closing, the Bank shall obtain a current appraisal (within 12 months prior to the date of closing) appraising the real estate which secures this loan. Said appraisal shall indicate a value of not less than \$140,000.00. Said appraisal shall be acceptable to the Bank in all respects.

**Hazardous  
Waste:**

Prior to closing, the Borrower will assist the Bank in the preparation of an environmental questionnaire on each of the mortgaged properties. If the Bank, in its sole discretion, determines that the questionnaire reveals any condition which is unsatisfactory to the Bank, then the Bank shall have the right to terminate this commitment and shall have no obligation to make the loan.

Borrower agrees to execute a Hazardous Waste and Indemnity Agreement if required by the Bank.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 6

**Construction  
Covenants:**

Disbursements shall be made up to the amount of credit limit upon request of Borrower. A request may be made by sending to Bank a letter in the form to be included in the final loan documents. Prior to any disbursements, lien waivers shall be provided to the satisfaction of the Bank. Disbursements shall be made at Bank's discretion. Borrower must provide copy of bill or paid receipt prior to disbursement.

**Conditions  
Precedent to  
Funding:**

1. All necessary approvals to be in place for construction.
2. Receipt and satisfactory review of all construction plans and construction contract.

**Miscellaneous:**

1. Acceptance of this letter shall constitute Borrower's agreement to pay all fees, including financing and administration fees, commissions, costs, charges, taxes and other expenses incurred by the Bank in connection with this commitment and the making of the Loan, whether or not the Loan closes, including but not limited to fees and disbursements of the Bank's Counsel, appraisal fees, fees and charges for surveys, examination of title to the real estate, mortgage title insurance premiums and charges, transfer taxes and all recording fees and charges.
2. The Bank shall not be required to pay any brokerage fees or commissions arising from the issuance of this letter or the making of the Loan and Borrower agrees to defend, indemnify, and hold the Bank harmless from and against any and all cost, claim, liability, damage or expense (including but not limited to reasonable attorney's fees) in connection therewith.
3. All real estate, and the use thereof, in which the Bank obtains a security interest shall be, as of the closing, and thereafter, remain in full compliance with applicable federal, state and local ordinances, laws, enactments, or regulations with respect to the protection of the environment or the presence, storage



Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 7

- or release of toxic or hazardous pollutants or environmental contaminants, including asbestos.
4. No commitment to lend given by the Bank to Borrower shall be assignable by the Borrower.
  5. All documentation for this loan transaction shall be acceptable to the Bank and its counsel in all respects. Borrower shall execute such documents to close this loan as the Bank's Counsel shall determine are necessary or advisable in the interest of the Bank, consistent with the term of this Commitment.
  6. No statements, agreements or representations, oral or written, which may have been made either by Lender, or by any employee, agent or broker acting on Lender's behalf, with respect to this commitment or the Loan, shall be of any force or effect, except to the extent stated in this letter, and all prior agreements and representations in respect of this commitment and the Loan are merged herein so that this letter shall contain the entire agreement with respect to the Loan. The provisions of this letter may not be changed except by written agreement signed by Borrower and Lender, except that Lender reserves the right to waive, in whole or in part, any of the terms or conditions herein which are for Lender's benefit (including but not limited to the right to extend any outside date for the Loan closing), but no such waiver shall be effective unless in writing signed by Lender.

**No Oral  
Promises:**

UNDER MAINE LAW, NO PROMISE, CONTRACT OR AGREEMENT TO LEND MONEY, EXTEND CREDIT, FOREBEAR FROM COLLECTION OF A DEBT OR MAKE ANY OTHER ACCOMMODATION FOR THE REPAYMENT OF A DEBT FOR MORE THAN \$250,000 MAY BE ENFORCED IN COURT AGAINST A LENDER UNLESS THE PROMISE, CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE LENDER. ACCORDINGLY, DEBTOR CANNOT ENFORCE ANY ORAL PROMISE UNLESS IT IS CONTAINED IN LOAN DOCUMENTS SIGNED BY THE LENDER, NOR CAN ANY CHANGE, FORBEARANCE, OR OTHER ACCOMMODATION RELATING TO THE OBLIGATIONS, THE

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 8

NOTES OR ANY OTHER OF THE LOAN DOCUMENTS BE ENFORCED, UNLESS IT IS IN WRITING AND SIGNED BY THE LENDER. DEBTOR ALSO UNDERSTANDS AND AGREES THAT ALL FUTURE PROMISES, CONTRACTS OR AGREEMENTS OF THE LENDER RELATING TO ANY OTHER TRANSACTION BETWEEN IT AND THE LENDER CANNOT BE ENFORCED IN COURT UNLESS THEY ARE IN WRITING AND SIGNED BY THE LENDER. BY EXECUTION OF THIS AGREEMENT AND THE NOTES, DEBTOR HEREBY ACKNOWLEDGES AND AGREES THAT THE REQUIREMENT OF A WRITING DESCRIBED IN THIS PARAGRAPH SHALL APPLY TO THIS NOTE, THE OBLIGATIONS, THE LOAN DOCUMENTS, ANY EXTENSION, MODIFICATION, RENEWAL, FORBEARANCE OR OTHER ACCOMMODATION RELATING HERETO OR THERETO AND TO ANY OTHER CREDIT RELATIONSHIP BETWEEN DEBTOR AND THE LENDER (WHETHER NOW EXISTING OR CREATED IN THE FUTURE), WHETHER OR NOT THE AMOUNT INVOLVED EXCEEDS \$250,000.

**Jury Trial Waiver:** BANK AND BORROWER AND/OR ANY GUARANTOR(S) AGREE THAT NEITHER OF THEM NOR ANY ASSIGNEE OR SUCCESSOR SHALL (A) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY RELATED INSTRUMENTS, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG ANY OF THEM, OR (B) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE BANK AND THE BORROWER AND/OR ANY GUARANTOR(2), AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS NEITHER THE BANK NOR THE BORROWER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

**Alienation  
Clause:**

It shall be a default under the Loan documents if there shall occur, whether voluntarily, by operation of law or otherwise, without the specific prior written consent of the Bank, any sale, assignment, transfer conveyance, mortgage, hypothecation or other encumbrance of all or any portion of the assets to be pledged as collateral for the Loan or any interest therein, or of any legal or beneficial interest in Borrower, or upon the making of any agreement to do any of the foregoing.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 9

**Expiration:** This commitment given by the Bank to the Borrower shall expire if not accepted by the Borrower in writing within thirty (30) business days of the date of this letter and/or the loan is not closed within ninety (90) days of the date of this letter. Any extension to the above time frames must be agreed to in writing by the Bank.

**Survival:** The parties herein agree that this commitment shall survive the Loan closing contemplated hereby and that each of the obligations and undertakings of the Borrower hereunder shall be continuing and shall not cease until the entire Loan, together with interest and fees, is paid in full.

The provisions of this commitment cannot be waived or modified unless such waiver or modification is issued in writing and signed by the parties to this agreement.

**Termination:** This commitment may be terminated by the Bank any time prior to closing if (a) Borrower shall fail or refuse to comply with any of the terms and conditions set forth herein, (b) any adverse change in the opinion of the Bank shall occur with respect to the project, Borrower or any other person or entity (including tenants) connected with the loan or any collateral for the loan or other source of repayment of the loan at any time prior to the loan closing, (c) any part of the project shall have been taken in condemnation or other like proceeding, or any such proceeding is pending or threatened at any time of the Loan Closing, or (d) Borrower, or any other person or entity (including tenants) connected with the loan or any collateral for the Loan or other source of repayment shall be insolvent or involved as debtor in any arrangement, bankruptcy, reorganization or insolvency proceeding. Such termination shall become effective upon the mailing of notice of termination by the Bank by certified first class mail to Borrower at the address shown on this commitment.

If this commitment is acceptable to you please sign and return the enclosed copy of this letter by August 22, 2000. The undertakings made by the Bank in this commitment cannot be accepted conditionally, and any such conditional acceptance will terminate absolutely the undertakings made herein.

Kevin Bosworth  
43 COTTAGE FARMS RD. CORP.  
August 8, 2000  
Page 10

We are pleased to have the opportunity to assist you with this financing. If you have any questions or concerns regarding the content of this letter, please contact me at the address outlined below, or call me at (207) 729-8711.

Sincerely,



Aaron Cannan  
Commercial Lender

**Accepted and Acknowledged:**

**43 COTTAGE FARMS RD. CORP.**

\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
By: Kevin Bosworth  
Its: President

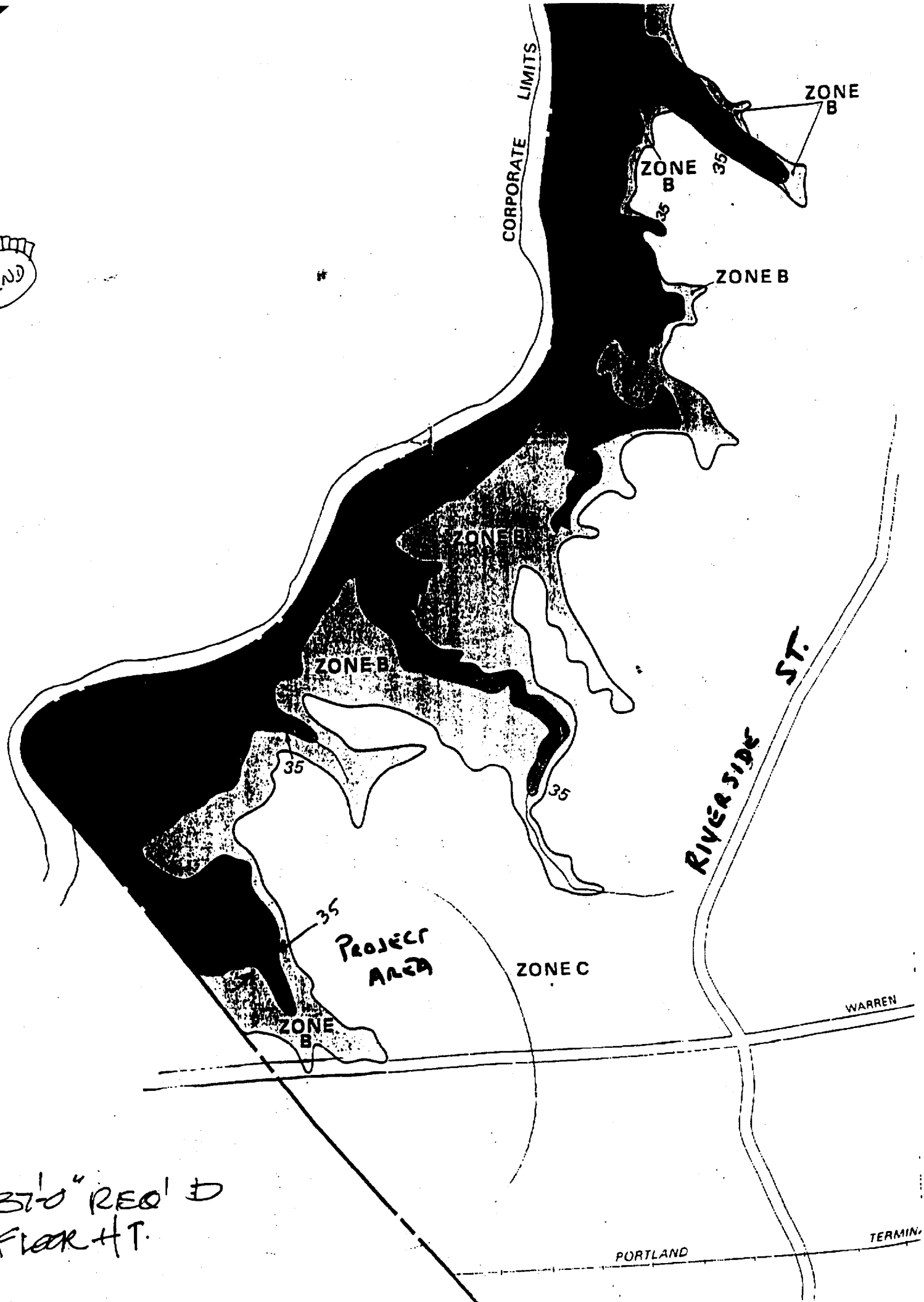
\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
Kevin Bosworth, Guarantor

\_\_\_\_\_  
Witness/Date

\_\_\_\_\_  
Anne Bosworth, Guarantor

IND



FRIEDMAN & BABCOCK

ATTORNEYS AT LAW

SIX CITY CENTER

P.O. BOX 4726

PORTLAND, MAINE

04112-4726

HAROLD J. FRIEDMAN**	ERNEST J. BABCOCK
MARTHA C. GAYTHWAITE**	THOMAS A. COX**
KAREN FRANK WOLF***	JENNIFER S. BEGEL**
LAURENCE H. LEAVITT	THEODORE H. IRWIN, JR.**
LEE H. BALS	MICHELLE ALLOTT
ARTHUR J. LAMOTHE	ELIZABETH A. GERMANI***
JONATHAN M. DUNNITZ	D. BLAINE RIGGLE** FF
TRACY D. HILL***	BRUCE W. HEPLER

TELEPHONE  
(207) 761-0900

FAX  
(207) 761-0186

\*ALSO ADMITTED IN CONNECTICUT  
\*\*ALSO ADMITTED IN MASSACHUSETTS  
\*\*\*ALSO ADMITTED IN NEW HAMPSHIRE  
\*ALSO ADMITTED IN NEW YORK

January 8, 1997

Mr. Robert Rickett  
ABATEMENT PROFESSIONALS  
232 Riverside Industrial Parkway  
Portland, Maine 04103

Dear Bob:

I am enclosing a series of eight deeds pertaining to the title of the property at Abatement Professionals, Inc. at 779R Warren Avenue. We originally tried to get these documents from Attorney Barrett and Attorney Cloutier but they never responded to our letters or telephone calls requesting them. Thus I had to obtain them from the Registry of Deeds through our real estate paralegal.

From the descriptions that I see, it appears that one side of the property is bounded by the Portland Pipeline and that perhaps another side is bounded by a Central Maine Power Company easement.

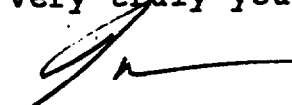
I understand from our earlier discussions that part of the buildings on your property may encroach onto the Portland Pipeline easement area. Title first came into your father and uncle on November 21, 1973. If the building encroachment onto the Portland Pipeline easement area existed at that time, then obviously it has been in place for more than twenty-one years. Generally an easement by prescription arises in favor of the building owner if the encroachment has been open and obvious for a continuous period of twenty-one years or more. Since that appears to be the situation here, you should have a strong position in your negotiations for the owner of the Portland Pipeline easement area in any effort that they are making to have you remove your building from the easement area.

With respect to the deed that you were obtaining from Carter Broadcasting Company, my file does not show that it was ever signed by Carter Broadcasting Company or that it was ever returned to me for recording in the Cumberland County Registry of

Deeds. If you do need that deed in order to get a building permit for the Warren Avenue property, you definitely should follow through with Carter Broadcasting as soon as you can. If you would then forward that deed to us, we will record it and keep the copy with the title records so that, if there is ever a question in the future about the real estate title, these records will be in tact.

Please let me know if I can be of any further help with regard to these matters.

Very truly yours,



Thomas A. Cox

TAC/amt  
Enclosures

tac/1320-2/rickett1.ltr

779

9691  
Know All Men by these Presents.

That we, Chester E. McAllister and Helen O. McAllister, husband and wife, of Portland, in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable consideration,

paid by Ronald G. Brown and Mildred Brown, husband and wife, of Portland, in the County of Cumberland and State of Maine,

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey, unto the said Ronald G. Brown and Mildred Brown

their Heirs and Assigns forever,

the following described property: A certain lot or parcel of land on the northerly side of Warren Avenue in Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at a point six hundred forty (640) feet northerly of the northerly boundary of said Warren Avenue which point is also formed by the intersection of the easterly boundary of a Central Maine Power Company easement and the westerly boundary of a road running from said Warren Avenue to Casco Broadcasters Corp. Transmitting Station; thence northerly along said power company easement a distance of seven hundred (700) feet to a point; thence southeasterly along land of said Casco Broadcasters Corp. a distance of three hundred (300) feet to the westerly boundary of said road; thence southerly a distance of five hundred (500) feet along the westerly boundary of said road to the point of beginning.

Being a part of the premises conveyed to us by deed of Herman F. Cook dated September 28, 1948 and recorded in Cumberland County Registry of Deeds in Book 1930, Page 275.

This conveyance is made subject to: Any rights now existing of the Portland Water District, the Socony-Vacuum Oil Company, Inc., the Portland Pipeline Corp. and the S. D. Warren Company.



730

On have and in hold the aforementioned and bargained premises, with all privileges and appurtenances thereof to the said Ronald O. Brown and Mildred Brown

their Heirs and Assigns, to their and their use and behoof forever.

And we do warrant with the said Grantees, their Heirs and Assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances; that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our Heirs, shall and will warrant and defend the same to the said Grantees, their Heirs and Assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said Chester R. McAlister and Helen O. McAlister, husband and wife,

and ~~wife of the said~~

joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-seventh day of May in the year of our Lord one thousand nine hundred and seventy.

Signed, Sealed and Delivered in presence of

*James R. Redden*  
to hold

*Chester R. McAlister*  
*Helen O. McAlister*

State of Missis. }  
Cumberland } ss.

May 27, 1970

Personally appeared the above named

Chester R. McAlister

and acknowledged the above instrument to be his free act and deed.

Before me.

JUN 19 1970

*James R. Redden*  
Justice of the Peace

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MISSISSIPPI

Received at 9 N / W. N. and recorded in

BOOK 3131 PAGE 779 *Marquis L. Baker* Deputy Register

Know all Men by these Presents, That

We, RONALD O. BROWN and MILDRED BROWN, husband and wife, both of Portland, in the County of Cumberland and State of Maine

in consideration of one dollar and other valuable consideration paid by CARL M. RICKETT, JR. of South Portland, County of Cumberland and State of Maine and ROBERT W. RICKETT, JR. of Portland in said County and State

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said

CARL M. RICKETT, JR. and ROBERT W. RICKETT, JR., their heirs and assigns forever the following described property:

A certain lot or parcel of land on the northerly side of Warren Avenue in Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at a point six hundred forty (640) feet northerly of the northerly boundary of said Warren Avenue which point is also formed by the intersection of the easterly boundary of a Central Maine Power Company easement and the westerly boundary of a road running from said Warren Avenue to Casco Broadcasters Corp. Transmitting Station; thence northerly along said power company easement a distance of seven hundred (700) feet to a point; thence southeasterly along land of said Casco Broadcasters Corp. a distance of three hundred (300) feet to the westerly boundary of said road; thence southerly a distance of five hundred (500) feet along the westerly boundary of said road to the point of beginning.

This conveyance is made subject to: Any rights now existing of the Portland Water District, the Socony-Vacuum Oil Company, Inc., the Portland Pipeline Corp. and the S. D. Warren Company.

The grantees accept this deed acknowledging the lack of an easement from the premises to the public highway.

Meaning and intending to convey the same premises conveyed to us by deed of Chester E. McAllister, et al, dated May 27, 1970, and recorded in Cumberland County Registry of Deeds in Book 3131, Page 779.

To Have and to Hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said CARL M. RICKETT, JR. and ROBERT W. RICKETT, JR., their

heirs and assigns, to them and their use and behoof forever. And we do covenant with the said Grantees; their heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all incumbrances except as aforesaid, that we have good right to sell and convey the same to the Grantees to hold as aforesaid; and that we and our heirs and assigns shall and will warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we, the said RONALD O. BROWN and MILDRED BROWN, husband and wife

joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-first day of November in the year of our Lord one thousand nine hundred and seventy-three.

Signed, Sealed and Delivered in presence of

[Signature of Notary Public]

[Signatures of Ronald O. Brown and Mildred Brown]

State of Maine, Cumberland ss. November 21, 1973.

Personally appeared the above named

RONALD O. BROWN

and acknowledged the foregoing instrument to be his free act and deed.

Before me, [Signature of Notary Public], Attorney-at-law

Notary Public, Jurisdiction in this State.

STATE OF MAINE, CUMBERLAND COUNTY, SS.

REGISTRY OF DEEDS

Received JAN 16 1974

at 3 o'clock 21 m. P.M. and recorded

in BOOK 3502 PAGE 154

W. L. [Signature]

ROBERT W. RICKETT, JR.

of Portland Cumberland County, Maine

being unmarried, for consideration paid, grant to ROBERT W. RICKETT, SR.

of Portland, Cumberland County, Maine with warranty covenants

the land in Portland, Cumberland County, Maine.

(Description and encumbrances, if any)

A certain lot or parcel of land on the northerly side of Warren Avenue in Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point six hundred forty (640) feet northerly of the northerly boundary of said Warren Avenue which point is also formed by the intersection of the easterly boundary of a Central Maine Power Company easement and the westerly boundary of a road running from said Warren Avenue to Casco Broadcasters Corp. Transmitting Station; thence northerly along said power company easement a distance of seven hundred (700) feet to a point; thence southeasterly along land of said Casco Broadcasters Corp. a distance of three hundred (300) feet to the westerly boundary of said road; thence southerly a distance of five hundred (500) feet along the westerly boundary of said road to the point of beginning.

This conveyance is made subject to: Any rights now existing of the Portland Water District, the Socony-Vacuum Oil Company, Inc., the Portland Pipeline Corp. and the S. D. Warren Company.

The Grantee accepts this deed acknowledging the lack of an easement from the premises to the public highway.

Meaning and intending to convey to the aforesaid Robert W. Rickett, Sr. all of my interest in and to the premises conveyed to the Grantor and Carl M. Rickett, Jr. by deed of Ronald O. Brown and Mildred Brown dated November 21, 1973 and recorded in the Cumberland County Registry of Deeds in Book 3502, Page 154.

Also hereby conveying all rights, easements, privileges, and appurtenances belonging to the premises hereinabove described.

~~joins as grantor and releases all rights by descent and all other rights therein~~  
-husband of said grantor,  
-wife-

Witness my hand and seal this 30th day of June, 1975

*Mildred Brown*

*Robert W. Rickett, Jr.*

STATE OF MAINE

County of CUMBERLAND,

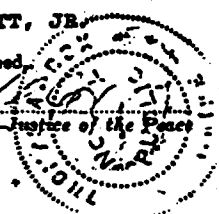
ss.

June 30, 1975

Then personally appeared the above named ROBERT W. RICKETT, JR.

and acknowledged the foregoing instrument to be his free act and deed.

Before me, *Margaret [Signature]*  
Notary Public - Justice of the Peace



FEB 13 1976

REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE  
(Individual - Joint Tenants - Tenants-in-Common)

Received at 3:07 PM, and recorded in  
BOOK 3865 PAGE 33. *Margaret [Signature]* Acting Register

34370

QUITCLAIM DEED  
Without Covenant  
Release

132

Know all Men by these Presents,

That PORTLAND RADIO, INC., a Maine corporation with an office  
at 799 Warren Avenue, Portland, Maine,

in consideration of One Dollar and other valuable considerations,

paid by CARL M. RICKETT, JR. and ROBERT W. RICKETT, SR., both of  
Portland in the County of Cumberland and State of Maine,

and whose mailing address is 68 Illsley Street, Portland, Maine

the receipt whereof it does ~~and~~ <sup>does</sup> ~~thereby acknowledge~~ <sup>hereby</sup> ~~grant~~ <sup>releases,</sup>  
release, bargain, sell and convey, and forever quit claim unto the said

Carl M. Rickett, Jr. and Robert W. Rickett, Sr., their

heirs and assigns forever,

An easement or right of way in common with the Grantor, its  
successors and assigns, for passage on foot or with vehicles between  
Warren Avenue and land of the Grantees located near but not adjacent  
to said Warren Avenue in said Portland, over land of the Grantor  
also situated in said Portland and more particularly bounded and  
described as follows, viz: a strip of land, fourteen (14) feet  
wide that is now being used as a roadway running from Warren  
Avenue to the parcel of land first-described in the deed to the  
Grantor from WLOB, INC. dated September 19, 1978 and recorded in  
Cumberland County Registry of Deeds in Book 4306, Page 185, with  
its centerline fifty (50) feet easterly of Pole #158 of a Central  
Maine Power Company Transmission line; thence running in a general  
northerly direction with its center line a distance of fifty-seven  
(57) feet easterly of Pole #159; sixty-three (63) feet easterly of  
Pole #160; sixty-two (62) feet easterly of Pole #161; eighty (80)  
feet easterly of Pole #162; one hundred ten (110) feet easterly of  
Pole #163; one hundred fifty-one (151) feet easterly of Pole #164;  
two hundred four (204) feet easterly of Pole #165; also a strip  
of land, fifteen (15) feet wide, adjacent to the foregoing; being  
portions of the premises conveyed to the Grantor herein by WLOB,  
INC. by the aforementioned deed. Said poles are installed in the  
area of a Central Maine Power Company easement from Chester R.  
McAllister, et al. dated November 7, 1962 and recorded in said  
Registry of Deeds in Book 2716, Page 14.

The above-described easement rights are hereby granted upon the  
limitation and subject to the condition that the Grantees, their  
heirs and assigns contribute one-third of the expense of maintaining  
the above-described roadway in a useable state, the Grantor, its  
successors and assigns, to contribute the remaining two-thirds of  
such expense; and the Grantees agree, by their acceptance of this  
conveyance, that the within-granted rights shall be forfeit  
immediately upon failure to comply with this limitation and con-  
dition. The within-granted and reserved rights are intended to  
be appurtenant to and to run with the aforementioned land of the  
Grantees, that being the same premises conveyed to Carl M. Rickett,  
Jr. and Robert W. Rickett, Jr. by Ronald O. Brown and Mildred Brown  
by deed dated November 21, 1973 and recorded in said Registry  
of Deeds in Book 3502, Page 154, and to Robert W. Rickett, Sr. by  
Robert W. Rickett, Jr. by deed dated June 30, 1975 and recorded in  
said Registry of Deeds in Book 3805, Page 33.

To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said

Carl M. Rickett, Jr. and Robert W. Rickett, Sr., their

heirs and assigns, to them and their own use and behoof forever.

In Witness Whereof, the said PORTLAND RADIO, INC., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Peter W. Kuyper, its President, thereunto duly authorized, this Eighteenth day of December in the year of our Lord one thousand nine hundred and Seventy-nine.

Signed, Sealed and Delivered in presence of

[Handwritten signature]

PORTLAND RADIO, INC.

BY [Handwritten signature] Its PRESIDENT

State of Maine, Cumberland } ss. December 18, 1979.

Personally appeared the above named Peter W. Kuyper, President of said Portland Radio, Inc., and acknowledged the above instrument to be his free act and deed in his said capacity, and the free act and deed of said Portland Radio, Inc.

Before me [Handwritten signature] Notary Public.

MY COMMISSION EXPIRES OCTOBER 20, 1981



NO CORP. SEAL

DEC 21 1979

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE Received at 12:12 P.M. and recorded in

BOOK 4545 PAGE 132 Register

## Know all Men by these Presents.

That WE, CARL M. RICKETT, JR. of South Portland, Cumberland County, Maine and ROBERT W. RICKETT, SR. of Portland, Cumberland County, Maine

in consideration of One Dollar (\$1.00) and other good and valuable consideration, F F

paid by RICKETT BROTHERS PLASTERING CO., INC.

and whose mailing address is 68 Illsley Street, Portland, Maine

the receipt whereof WE do hereby acknowledge, do hereby

give, grant, bargain, sell and convey unto the said RICKETT BROTHERS

PLASTERING CO., INC., its successors heirs and assigns forever,

a certain lot or parcel of land with the buildings and improvements thereon located on the northerly side of Warren Avenue in Portland, County of Cumberland and State of Maine, bounded and described as follows: Beginning at a point six hundred forty (640) feet northerly of the northerly boundary of said Warren Avenue which point is also formed by the intersection of the easterly boundary of a Central Maine Power Company easement and westerly boundary of a road running from said Warren Avenue to Casco Broadcasters Corp. Transmitting Station; thence northerly along said power company easement a distance of seven hundred (700) feet to a point; thence southeasterly along land of said Casco Broadcasters Corp. a distance of three hundred (300) feet to the westerly boundary of said road; thence southerly a distance of five hundred (500) feet along the westerly boundary of said road to the point of beginning.

This conveyance is made subject to any rights now existing to the Portland Water District, the Socony-Vacuum Oil Company, Inc., the Portland Pipeline Corp., and the S.D. Warren Company.

Meaning and intending to convey the same premises described in the Deed of Chester R. McAllister, et al. dated May 27, 1970 and recorded in the Cumberland County Registry of Deeds in Book 3131, Page 779.

Also conveying an easement or right of way in common with the Portland Radio, Inc., its successors and assigns, for passage on foot or with vehicles between Warren Avenue and the first described parcel set forth above, located near but not adjacent to said Warren Avenue in said Portland, over land of the Portland Radio, Inc., its successors and assigns, also situated in said Portland and more particularly bounded and described as follows, viz: a strip of land fourteen (14) feet wide that is now being used as a roadway running from Warren Avenue to the parcel of land first-described in the Deed to the Portland Radio, Inc., from WLOB, Inc. dated September 19, 1978 and recorded in the Cumberland County Registry of Deeds in Book 4306, Page 185, with its centerline fifty (50) feet easterly of Pole #158 of a Central Maine Power Company Transmission line; thence running in a general northerly direction with its centerline a distance of fifty-seven (57) feet easterly of Pole #159; sixty-three (63) feet easterly of Pole #160; sixty-two (62) feet easterly of Pole #161; eighty (80) feet easterly of Pole #162; one hundred ten (110) feet easterly of Pole #163; one hundred fifty-one (151) feet easterly of Pole #164; two hundred four (204) feet easterly of Pole #165; also a strip of land, fifteen (15) wide, adjacent to the

foregoing, being portions of the premises conveyed to the Portland Radio, Inc. herein by WLOB, INC. by the aforementioned deed. Said Poles are installed in the area of a Central Maine Power Company easement from Chester E. McAllister, et al. dated November 7, 1962 and recorded in said Registry of Deeds in Book 2716, Page 14.

The above-described easement rights are hereby granted upon the limitation and subject to the condition that the Grantee, its successors and assigns, contribute one-third of the expense of maintaining the above-described roadway in a useable state, the said Portland Radio, Inc., its successors and assigns, to contribute the remaining two-thirds of such expense; and the Grantee agrees, by its acceptance of this conveyance, that the within-granted rights shall be forfeited immediately upon failure to comply with this limitation and condition. The within-granted and reserved rights are intended to be appurtenant to and to run with the aforementioned land of the Grantee, that being the same premises conveyed to Carl M. Rickett, Jr. and Robert W. Rickett, Jr. by Ronald O. Brown and Mildred Brown by deed dated November 21, 1973 and recorded in the Registry of Deeds in Book 3502, Page 154, to Robert W. Rickett, Sr. by Robert W. Rickett, Jr. by deed dated June 30, 1975 and recorded in the Registry of Deeds in Book 3805, Page 33, and by the Grantors herein being the first described parcel set forth above to the Grantee, its successors and assigns.

Meaning and intending to convey the same easement conveyed to these Grantors by Portland Radio, Inc. by easement deed duly recorded in the Cumberland County Registry of Deeds.

To have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said RICKETT BROTHERS PLASTERING CO., INC., its successors

heirs and assigns, to its and their use and behoof forever.

And WE do COVENANT with the said Grantee, its successors and assigns, that We are lawfully seized in fee of the premises that they are free of all encumbrances:

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will WARRANT and DEFEND the same to the said Grantee, its successors heirs and assigns forever, against the lawful claims and demands of all persons.

327

In Witness Whereof, WE the said CARL M. RICKETT, JR. and ROBERT W. RICKETT, SR. -AND- MARIE Y. RICKETT being the wife of Robert W. Rickett, Sr. and LORRAINE RICKETT, being the wife of Carl M. Rickett, Jr.

wife

notwithstanding

joining in this deed as Grantors, and relinquishing and conveying all rights by descent and all other rights in the above described premises, have hereunto set our hands and seals this twenty-eighth day of December in the year of our Lord one thousand nine hundred and seventy-nine.

Signed, Sealed and Delivered in presence of

*Richard L. T.*

(on to all)

*Carl M. Rickett Jr.*  
Carl M. Rickett, Jr.  
*Robert W. Rickett Sr.*  
Robert W. Rickett, Sr.  
*Marie Y. Rickett*  
Marie Y. Rickett  
*Lorraine Rickett*  
Lorraine Rickett

State of Maine, ss. CUMBERLAND COUNTY

12-28-1979

Personally appeared the above named

CARL M. RICKETT, JR. and ROBERT W. RICKETT, SR. and acknowledged the above instrument to be their free act and deed.

Before me,

*Richard L. T.*  
Justice of the Peace.  
Notary Public.  
Attorney At Law.

STATE OF MAINE CUMBERLAND, ss. REGISTRY OF DEEDS  
Received at 12 H. 57 M. P. M on JAN 2 1980 and recorded in  
Book 4548 Page 225  
*Edward J. Augustine* Register



Discharge  
Book 7806  
Page 301

116

265

## Know All Men by these Presents,

THAT RICKETT BROTHERS PLASTERING CO., INC., a Maine corporation,  
in consideration of Twenty-one Thousand Dollars (\$21,000.00)

paid by CASCO BANK & TRUST COMPANY, a banking institution duly organized and existing by law  
and having a principal place of business at Portland in the County of Cumberland and State of Maine,

the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey, unto the said  
CASCO BANK & TRUST COMPANY, its Successors and Assigns, forever, the following described real estate,  
with the buildings and improvements now or hereafter situated thereon:

A certain lot or parcel of land with the buildings and improvements  
thereon located on the northerly side of Warren Avenue in Portland,  
County of Cumberland and State of Maine, bounded and described as  
follows: Beginning at a point six hundred forty (640) feet north-  
erly of the northerly boundary of said Warren Avenue which point is  
also formed by the intersection of the easterly boundary of a Central  
Maine Power Company easement and westerly boundary of a road running  
from said Warren Avenue to Casco Broadcasters Corp. Transmitting  
Station; thence northerly along said power company easement a distance  
of seven hundred (700) feet to a point; thence southeasterly along  
land of said Casco Broadcasters Corp. a distance of three hundred  
(300) feet to the westerly boundary of said road; thence southerly  
a distance of five hundred (500) feet along the westerly boundary of  
said road to the point of beginning.

This conveyance is made subject to any rights now existing to the  
Portland Water District, the Socony-Vacuum Oil Company, Inc., the  
Portland Pipeline Corp., and the S. D. Warren Company.

Also hereby conveying an easement or right of way in common with  
Portland Radio, Inc., its successors and assigns, for passage on  
foot or with vehicles between Warren Avenue and the first described  
parcel set forth above, located near but not adjacent to said Warren  
Avenue in said Portland, over land of the Portland Radio, Inc., its  
successors and assigns, also situated in said Portland and more  
particularly bounded and described as follows, vis: a strip of land  
fourteen (14) feet wide that is now being used as a roadway running  
from Warren Avenue to the parcel of land first-described in the  
deed to the Portland Radio, Inc., from WLOB, Inc. dated September 19,  
1978 and recorded in the Cumberland County Registry of Deeds in Book  
4306, Page 185, with its centerline fifty (50) feet easterly of  
Pole No. 158 of a Central Maine Power Company Transmission line;  
thence running in a general northerly direction with its centerline  
a distance of fifty-seven (57) feet easterly of Pole No. 159;  
sixty-three (63) feet easterly of Pole No. 160; sixty-two (62) feet  
easterly of Pole No. 161; eighty (80) feet easterly of Pole No. 162;  
one hundred ten (110) feet easterly of Pole No. 163; one hundred  
fifty-one (151) feet easterly of Pole No. 164; two hundred four  
(204) feet easterly of Pole No. 165; also a strip of land, fifteen  
(15) feet wide, adjacent to the foregoing; being portions of the  
premises conveyed to the Portland Radio, Inc. herein by WLOB, Inc.  
by the aforementioned deed. Said Poles are installed in the area  
of a Central Maine Power Company easement from Chester R. McAllister,  
et al, dated November 7, 1962 and recorded in said Registry of Deeds  
in Book 2716, Page 14.

The above-described easement rights are hereby granted subject to  
the limitations and conditions set forth in deed of Portland Radio,  
Inc. to Carl M. Rickett, Jr. and Robert W. Rickett, Sr. duly recorded  
in Cumberland County Registry of Deeds.

Meaning and intending to hereby convey, with respect to the first  
parcel described above, the same premises described in deed of  
Chester R. McAllister, et al, dated May 27, 1970, recorded in said  
Registry of Deeds in Book 3131, Page 779; also being the same  
premises conveyed by Carl M. Rickett, Jr. and Robert W. Rickett, Sr.  
to this Grantor by deed dated December 28, 1979, recorded in  
Cumberland County Registry of Deeds.

TO HAVE AND TO HOLD the above granted premises, with all the privileges and appurtenances to same belonging, to said CASCO BANK & TRUST COMPANY, its successors and assigns, to its and their and behoof forever.

And the said Grantor, for itself, and its successors and assigns, does hereby covenant with the said Grantee, and its successors and assigns, that it is fully seized in fee simple of said premises; that they are free from all encumbrances, except as aforesaid; that it has good right to sell and convey the same to the said Grantee, and its successors and assigns forever as aforesaid; and that it will and its successors/assigns will defend the same the said Grantee, and its successors and assigns forever, against the lawful claims and demands of all persons, except as aforesaid.

PROVIDED NEVERTHELESS, That if the said Grantor, its successors and assigns,

all pay to the said Grantee, its successors or assigns, the principal sum of Twenty-one Thousand

Dollars (\$21,000.00) with interest thereon

at the rate set forth in a certain promissory note of even date herewith and secured hereby, all in accordance with the provisions of said note; and shall pay all taxes and other assessments levied or assessed against said premises within such time as they may be paid without incurring the payment of interest or penalty; and shall, at all times keep said buildings insured against fire and for extended coverage, payable to said Grantee, its successors and assigns, in manner satisfactory to it, and at least to the extent of the claim hereby secured; and all, at all times, keep said premises in at least as good repair and condition as the same now are; and shall not commit or permit any strip or waste of said premises (reasonable and ordinary wear and tear excepted); and shall not, without first having obtained the prior written consent of the Grantee, its successors or assigns, sign, transfer or convey, or suffer or permit any encumbrance of, the Grantor's interest in said premises; and all not default in the performance or observance of any provision contained herein or in said note; and shall pay to said Grantee, its successors or assigns, on demand, all sums it may pay for taxes, assessments insurance and repairs upon said premises, and all expenses, if any are incurred, of foreclosure of this mortgage, together with reasonable attorney's fees, with interest on said sums at the rate set forth in said note, then this deed, as also said note given by the said Grantor to the said Grantee, shall both be void, otherwise shall remain in force. If the Grantor herein is a corporation, upon default in the performance or observance of any provision contained herein or in said note, said Grantee, its successors or assigns, shall have the power known as "The Statutory Power of Sale," incorporated herein by reference.

IN WITNESS WHEREOF, the said RICKETT BROTHERS PLASTERING CO., INC. has caused this Mortgage deed to be executed in its corporate name and under its corporate seal by Robert W. Rickett, Jr., its president, thereunto duly authorized, this 4th day of January, 1980.

Sealed and Delivered in Presence of  
R.W. L.T.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RICKETT BROTHERS PLASTERING CO., INC.  
By Robert W. Rickett, Jr.  
Its President



STATE OF MAINE, Cumberland, ss.

January 4, 1980

I, the undersigned, a Justice of the Peace, do hereby certify that the within named Robert W. Rickett, Jr., President of RICKETT BROTHERS PLASTERING CO., INC. has acknowledged the above instrument to be his free act and deed, of said Corporation, and in his said capacity.

Before me,  
R.W. L.T.  
Justice of the Peace  
Notary Public  
Attorney at Law

JAN 4 1980

BY OF DEEDS CUMBERLAND COUNTY, MAINE  
dated at 128 37NPM, and recorded in

550 PAGE 116 Edward J. Quistin Register

WARRANTY DEED

Corporation

313

Know all Men by these Presents,

That It, RICKETT BROTHERS PLASTERING CO., INC.,

a Corporation organized and existing under the laws of the State of Maine  
and having a place of business at Portland

in the County of Cumberland and State of Maine

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by CASCO BANK & TRUST COMPANY, a banking corporation organized  
and existing under the laws of the State of Maine and having a  
place of business at Portland in the County of Cumberland and  
State of Maine

whose mailing address is Post Office Box 678  
Portland, ME 04104

the receipt whereof it does hereby acknowledge, does hereby give, grant, bargain, sell and convey  
unto the said CASCO BANK & TRUST COMPANY, its successors

heirs and assigns forever.

A certain lot or parcel of land with the buildings and  
improvements thereon located northerly of, but not contiguous to,  
Warren Avenue in Portland, County of Cumberland and State of  
Maine, bounded and described as follows:

Beginning at a point six hundred forty (640) feet northerly of the  
northerly boundary of said Warren Avenue which point is also  
formed by the intersection of the easterly boundary of land  
conveyed by Chester R. McAlister, et al to Central Maine Power  
Company, by deed dated November 7, 1962 and recorded in the  
Cumberland County Registry of Deeds in Book 2716, Page 14, and the  
westerly boundary of a road conveyed by Chester R. McAlister, et  
al, to Casco Broadcasters Corp., by deed dated November 8, 1962  
and recorded in Book 2716, Page 16 of said Registry of Deeds;  
thence northerly along said Central Maine Power Company property a  
distance of seven hundred (700) feet to a point; thence  
southeasterly along land now or formerly of said Casco  
Broadcasters Corp. a distance of three hundred (300) feet to the  
westerly boundary of said road; thence southerly a distance of  
five hundred (500) feet along the westerly boundary of said road  
to the point of beginning.

Also hereby conveying an easement or right of way in common with  
Portland Radio, Inc., its successors and assigns, for passage on  
foot or with vehicles between Warren Avenue and the above  
described parcel over land now or formerly of said Portland Radio,  
Inc., more particularly bounded and described as follows, viz:

A strip of land fourteen (14) feet wide used as a roadway running  
from Warren Avenue to the parcel of land first-described in a deed  
from WLOB, Inc. to Portland Radio, Inc., dated September 19, 1978  
and recorded in said Registry of Deeds in Book 4306, Page 185,  
with its centerline fifty (50) feet easterly of Pole No. 158 of a  
Central Maine Power Company transmission line; thence running in a  
general northerly direction with its centerline a distance of  
fifty-seven (57) feet easterly of Pole No. 159; sixty-three (63)  
feet easterly of Pole No. 160; sixty-two (62) feet easterly of

314

Pole No. 161; eighty (80) feet easterly of Pole No. 162; one hundred ten (110) feet easterly of Pole No. 163; one hundred fifty-one (151) feet easterly of Pole No. 164; two hundred four (204) feet easterly of Pole No. 165. Also a strip of land, fifteen (15) feet wide, and contiguous to the Westerly boundary of the fourteen (14) foot wide roadway described immediately above. Said poles are installed in said parcel of land conveyed by Chester R. McAlister, et al to Central Maine Power Company aforesaid.

The above described easement rights are conveyed subject, however, to certain conditions and restrictions as set forth in deed from Portland Radio, Inc. to Carl N. Rickett, Jr., et al, dated December 18, 1979 and recorded in said Registry in Book 4545, Page 132.

Meaning and intending to convey and hereby conveying the same premises conveyed by Carl W. Rickett, Jr., et al to Rickett Brothers Plastering Co., Inc., by deed dated December 28, 1979, and recorded in said Registry in Book 4548, Page 325, and meaning and intending to convey and hereby conveying the same premises conveyed by the Grantor herein to Casco Bank & Trust Company by Mortgage Deed dated January 4, 1980 and recorded in the Cumberland County Registry of Deeds in Book 4550, Page 116.

315

To have and to hold the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said CASCO BANK & TRUST COMPANY, its successors

note and assigns, to its and their use and behoof forever.

And the said Grantor Corporation does hereby covenant with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that they are free of all encumbrances

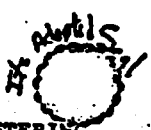
that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it and its successors, shall and will warrant and defend the same to the said Grantee, its heirs and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, the said RICKETT BROTHERS PLASTERING CO., INC.

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by

ROBERT W. RICKETT, JR. its PRESIDENT  
thereunto duly authorized, this 13TH day of the month of OCTOBER  
A.D. 1982.

Signed, Sealed and Delivered  
in presence of



RICKETT BROTHERS PLASTERING  
CO., INC.  
(Corporate Name)

By *Robert W. Rickett, Jr.*  
its Pres.

State of Maine, County of Cumberland, ss. OCTOBER 13 1982.

Then personally appeared the above named ROBERT W. RICKETT, JR.,  
PRESIDENT of said Grantor Corporation as aforesaid,

and acknowledged the foregoing instrument to be HIS free act and deed in HIS said capacity, and the free act and deed of said Corporation.

Before me,

*Donald S. Gulliver*  
Justice of the Peace  
MY COMMISSION EXPIRES

QUITCLAIM DEED

With Covenant

Corporate Grantor

316

Know all Men by these Presents,

That It, CASCO BANK & TRUST COMPANY, a banking

x Corporation organized and existing under the laws of the State of Maine

and having a place of business at Portland

in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable considerations

paid by ROBERT W. RICKETT SR. PLASTERING COMPANY, a corporation organized and existing under the laws of the State of Maine and having a place of business at Portland in the County of Cumberland and State of Maine

whose mailing address is

the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey,

and forever quitclaim unto the said ROBERT W. RICKETT SR. PLASTERING COMPANY,

its successors

unto and assigns forever,

A certain lot or parcel of land with the buildings and improvements thereon located northerly of, but not contiguous to, Warren Avenue in Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point six hundred forty (640) feet northerly of the northerly boundary of said Warren Avenue which point is also formed by the intersection of the easterly boundary of land conveyed by Chester R. McAlister, et al to Central Maine Power Company, by deed dated November 7, 1962 and recorded in the Cumberland County Registry of Deeds in Book 2716, Page 14, and the westerly boundary of a road conveyed by Chester R. McAlister, et al, to Casco Broadcasters Corp., by deed dated November 8, 1962 and recorded in Book 2716, Page 16 of said Registry of Deeds; thence northerly along said Central Maine Power Company property a distance of seven hundred (700) feet to a point; thence southeasterly along land now or formerly of said Casco Broadcasters Corp. a distance of three hundred (300) feet to the westerly boundary of said road; thence southerly a distance of five hundred (500) feet along the westerly boundary of said road to the point of beginning.

Also hereby conveying an easement or right of way in common with Portland Radio, Inc., its successors and assigns, for passage on foot or with vehicles between Warren Avenue and the above described parcel over land now or formerly of said Portland Radio, Inc., more particularly bounded and described as follows, viz:

A strip of land fourteen (14) feet wide used as a roadway running from Warren Avenue to the parcel of land first-described in a deed from WLOB, Inc. to Portland Radio, Inc., dated September 19, 1978 and recorded in said Registry of Deeds in Book 4306, Page 185, with its centerline fifty (50) feet easterly of Pole No. 158 of a Central Maine Power Company transmission line; thence running in a

general northerly direction with its centerline a distance of fifty-seven (57) feet easterly of Pole No. 159; sixty-three (63) feet easterly of Pole No. 160; sixty-two (62) feet easterly of Pole No. 161; eighty (80) feet easterly of Pole No. 162; one hundred ten (110) feet easterly of Pole No. 163; one hundred fifty-one (151) feet easterly of Pole No. 164; two hundred four (204) feet easterly of Pole No. 165. Also a strip of land, fifteen (15) feet wide, and contiguous to the Westerly boundary of the fourteen (14) foot wide roadway described immediately above. Said poles are installed in said parcel of land conveyed by Chester R. McAlister, et al to Central Maine Power Company aforesaid.

The above described easement rights are conveyed subject, however, to certain conditions and restrictions as set forth in deed from Portland Radio, Inc. to Carl M. Rickett, Jr., et al, dated December 18, 1979 and recorded in said Registry in Book 4545, Page 132.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Rickett Brothers Plastering Co., Inc. of even date hereto to be recorded in the Cumberland County Registry of Deeds.

318

To have and to hold the same, together with all the privileges and appurtenances thereto belonging, to the said ROBERT W. RICKETT SR. PLASTERING COMPANY, its successors

sheth and assigns forever.

And the said Grantor Corporation does covenant with the said ROBERT W. RICKETT SR. PLASTERING COMPANY, its successors

sheth and assigns, that it will warrant and defend the premises to the said Grantee, its successorsheth and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said CASCO BANK & TRUST COMPANY has caused this instrument to be sealed with its corporate seal and signed in its corporate name by

PHILIP E. CURRAN, its VICE PRESIDENT

thereunto duly authorized, this 13TH day of the month of OCTOBER A.D. 1982.

Signed, Sealed and Witnessed in presence of

[Handwritten signature]

CASCO BANK & TRUST COMPANY (Corporate Maine)

By [Handwritten signature] its VICE PRESIDENT



State of Maine, County of Cumberland, ss. OCTOBER 13, 1982.

Then personally appeared the above named PHILIP E. CURRAN, VICE PRESIDENT

of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Corporation.

Before me,

[Handwritten signature]



OCT 18 1982

REGISTRY OF DEEDS CUMBERLAND COUNTY, MAINE Received at 11:58 AM and recorded in

MY COMMISSION EXPIRES MARCH 12, 1983



2892S  
**Know All Men by these Presents,**

THAT I, ROBERT W. RICKETT SR. PLASTERING COMPANY, a corporation organized and existing under the laws of the State of Maine and having a place of business at Portland in the County of Cumberland and State of Maine, in consideration of One Dollar (\$1.00) and other valuable considerations

paid by CASCO BANK & TRUST COMPANY, a banking institution duly organized and existing by law and having a principal place of business at Portland in the County of Cumberland and State of Maine,

the receipt whereof it/ <sup>does</sup> ~~it~~ hereby acknowledge, does hereby give, grant, bargain, sell and convey, unto the said CASCO BANK & TRUST COMPANY, its Successors and Assigns, forever, the following described real estate, with the buildings and improvements now or hereafter situated thereon:

A certain lot or parcel of land with the buildings and improvements thereon located northerly of, but not contiguous to, Warren Avenue in Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point six hundred forty (640) feet northerly of the northerly boundary of said Warren Avenue which point is also formed by the intersection of the easterly boundary of land conveyed by Chester R. McAlister, et al to Central Maine Power Company, by deed dated November 7, 1962 and recorded in the Cumberland County Registry of Deeds in Book 2716, Page 14, and the westerly boundary of a road conveyed by Chester R. McAlister, et al, to Casco Broadcasters Corp., by deed dated November 8, 1962 and recorded in Book 2716, Page 16 of said Registry of Deeds; thence northerly along said Central Maine Power Company property a distance of seven hundred (700) feet to a point; thence southeasterly along land now or formerly of said Casco Broadcasters Corp. a distance of three hundred (300) feet to the westerly boundary of said road; thence southerly a distance of five hundred (500) feet along the westerly boundary of said road to the point of beginning.

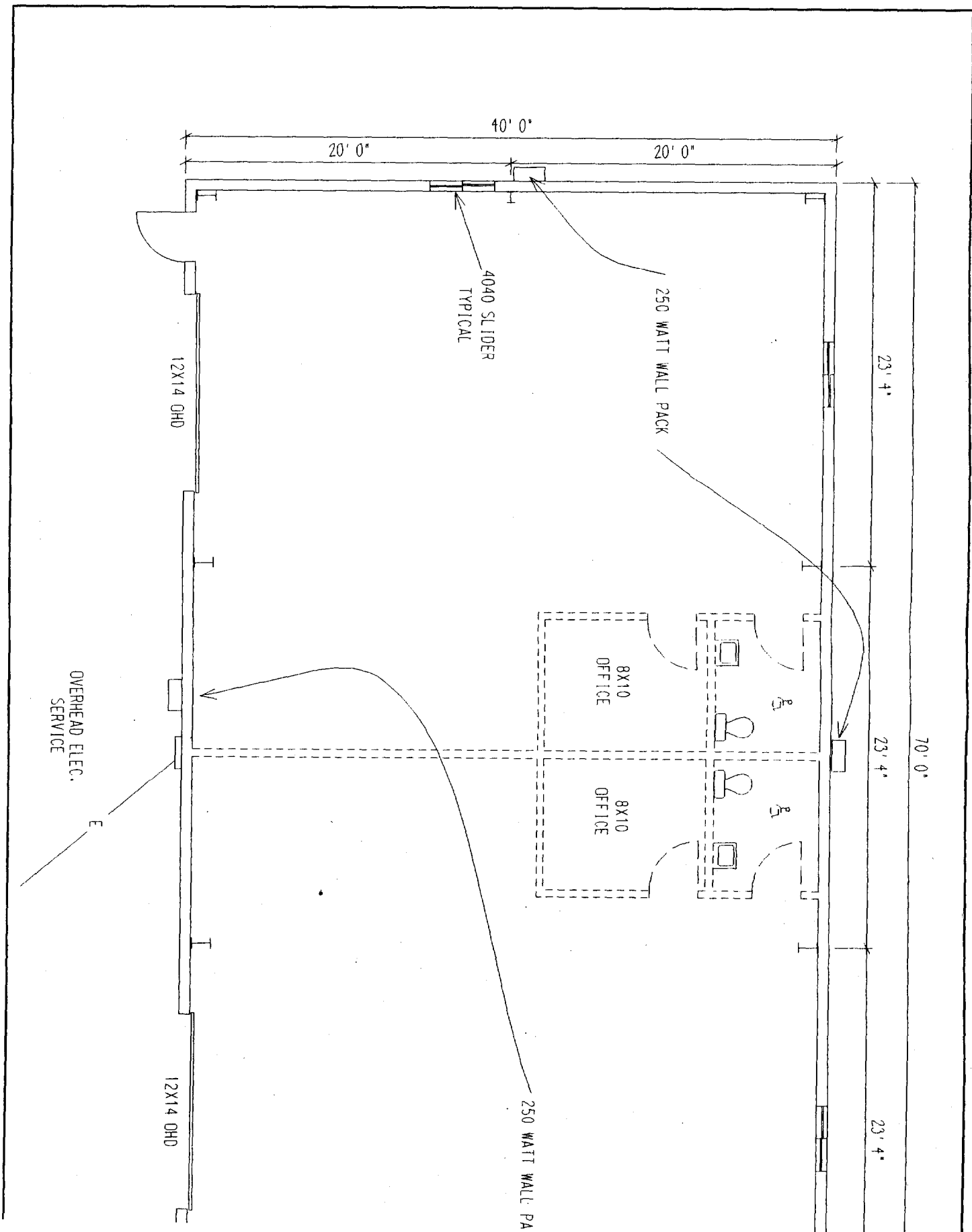
Also hereby conveying an easement or right of way in common with Portland Radio, Inc., its successors and assigns, for passage on foot or with vehicles between Warren Avenue and the above described parcel over land now or formerly of said Portland Radio, Inc., more particularly bounded and described as follows, viz:

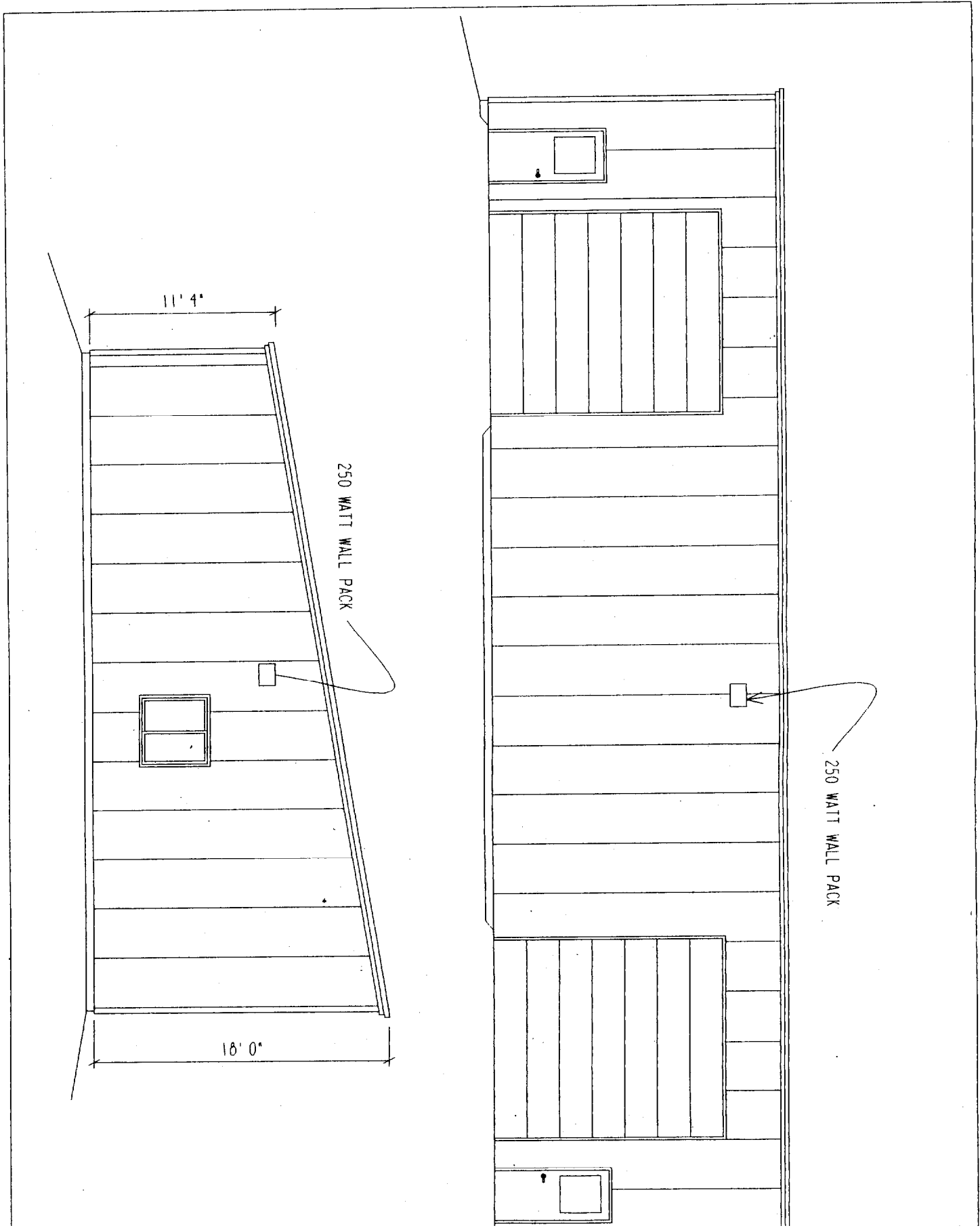
A strip of land fourteen (14) feet wide used as a roadway running from Warren Avenue to the parcel of land first-described in a deed from WLOB, Inc. to Portland Radio, Inc., dated September 19, 1978 and recorded in said Registry of Deeds in Book 4306, Page 185, with its centerline fifty (50) feet easterly of Pole No. 158 of a Central Maine Power Company transmission line; thence running in a general northerly direction with its centerline a distance of fifty-seven (57) feet easterly of Pole No. 159; sixty-three (63) feet easterly of Pole No. 160; sixty-two (62) feet easterly of Pole No. 161; eighty (80) feet easterly of Pole No. 162; one hundred ten (110) feet easterly of Pole No. 163; one hundred fifty-one (151) feet easterly of Pole No. 164; two hundred four (204) feet easterly of Pole No. 165. Also a strip of land, fifteen (15) feet wide, and contiguous to the westerly boundary of the fourteen (14) foot wide roadway described immediately above. Said poles are installed in said parcel of land conveyed by Chester R. McAlister, et al to Central Maine Power Company aforesaid.

The above described easement rights are conveyed subject, however, to certain conditions and restrictions as set forth in deed from Portland Radio, Inc. to Carl M. Rickett, Jr., et al, dated December 18, 1979 and recorded in said Registry in Book 4545, Page 132.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Casco Bank & Trust Company of even date hereto to be recorded in the Cumberland County Registry of Deeds.

This mortgage is given to secure the Grantor's assumption of the payment of the Note of Rickett Brothers Plastering Co., Inc. dated January 4, 1980 in the original principal amount of \$21,000.00, which Note the Grantor hereby assumes and agrees to pay.



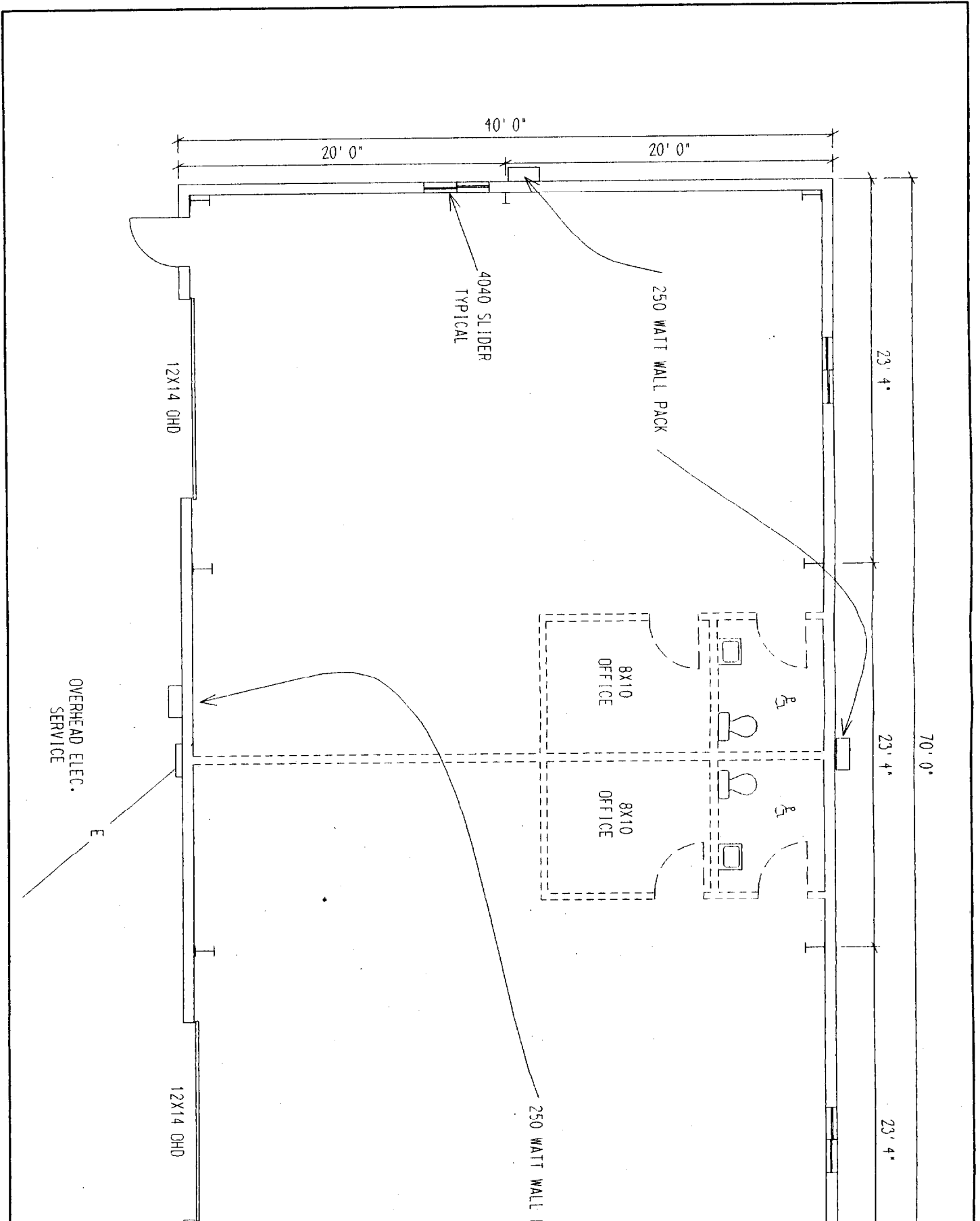


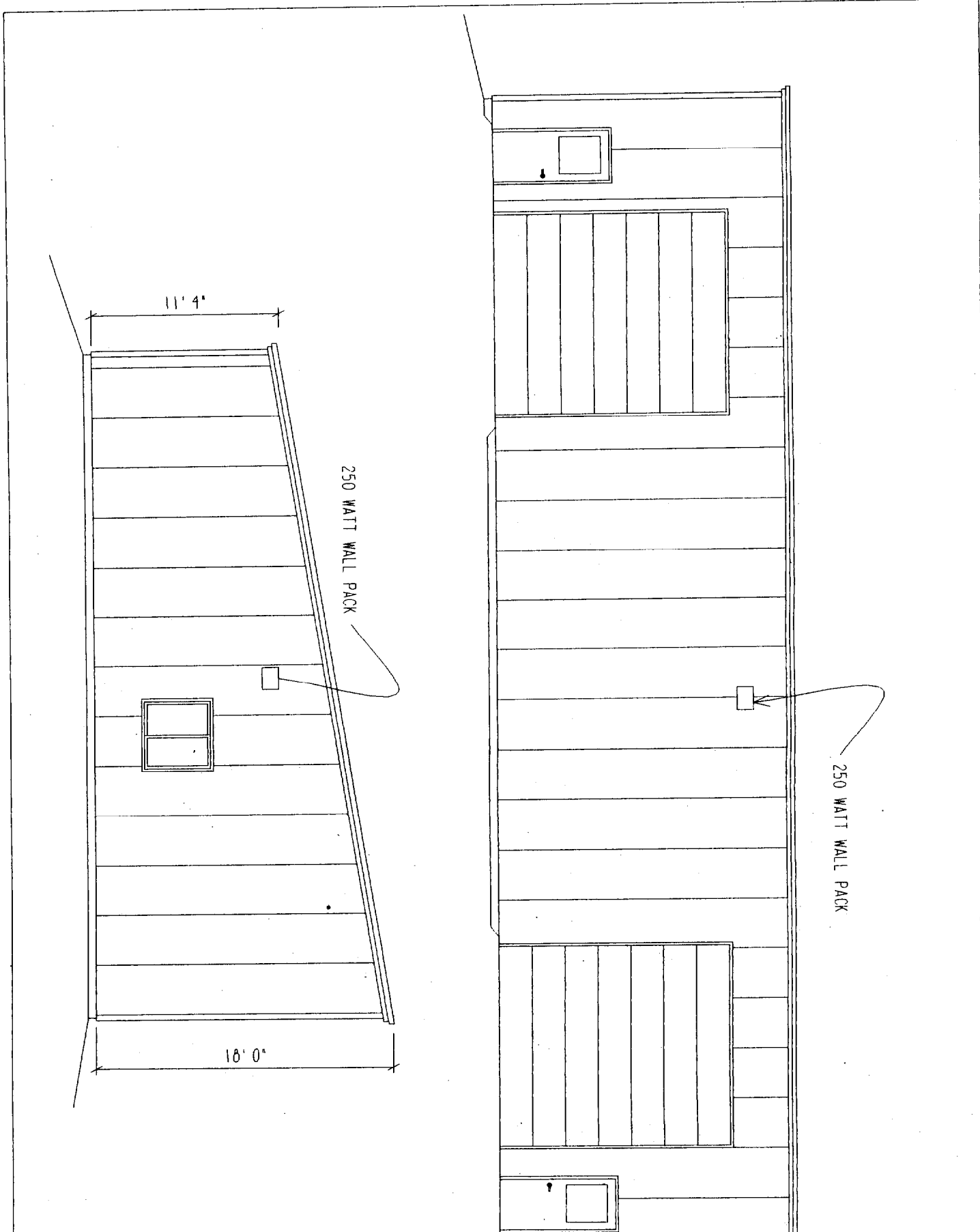
11' 4"

250 WATT WALL PACK

18' 0"

250 WATT WALL PACK





11' 4"

250 WATT WALL PACK

18' 0"

250 WATT WALL PACK