

PERMIT ISSUED

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 02-0452	Issue Date: MAY 22 2002	CBL: 388A A054001
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Location of Construction: 57 Quiet Ln Hidden Acres lot 3	Owner Name: Sawyer Nancy C	Owner Address: 40 Belmont St	Phone: 207-879-0807
Business Name:	Contractor Name: Start to Finish Remodeling	Contractor Address: 6 Ledgewood Drive Portland	Phone: 2078780542
Lessee/Buyer's Name	Phone:	Permit Type: Single Family	Zone: R-2

Past Use: vacant land	Proposed Use: 32' x 32' single family w/ 24' x 24' attached garage, 12' 6 x 6' atrum room, 24' x 16' deck	Permit Fee: \$1,708.00	Cost of Work: \$230,000.00	CEO District: 2
Proposed Project Description: 32' x 32' single family w/ 24' x 24' attached garage, 12' 6 x 6' atrum, 24' 16' deck		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: RB Type: 5B 5/21/02 Signature: [Signature]	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.) Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Signature: _____ Date: _____		

Permit Taken By: jodinea	Date Applied For: 04/30/2002	Zoning Approval	
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<p>1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</p> <p>2. Building permits do not include plumbing, septic or electrical work.</p> <p>3. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</p>	<p>Special Zone or Reviews</p> <p><input type="checkbox"/> Shoreland JA</p> <p><input type="checkbox"/> Wetland</p> <p><input type="checkbox"/> Flood Zone Panel 2 Zone X</p> <p><input type="checkbox"/> Subdivision</p> <p><input checked="" type="checkbox"/> Site Plan #2002-0110</p> <p>Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input checked="" type="checkbox"/></p> <p>OK with conditions Date: 5/14/02</p>	<p>Zoning Appeal</p> <p><input type="checkbox"/> Variance</p> <p><input type="checkbox"/> Miscellaneous</p> <p><input type="checkbox"/> Conditional Use</p> <p><input type="checkbox"/> Interpretation</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>	<p>Historic Preservation</p> <p><input checked="" type="checkbox"/> Not in District or Landmark</p> <p><input type="checkbox"/> Does Not Require Review</p> <p><input type="checkbox"/> Requires Review</p> <p><input type="checkbox"/> Approved</p> <p><input type="checkbox"/> Approved w/Conditions</p> <p><input type="checkbox"/> Denied</p> <p>Date: _____</p>
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CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT _____ ADDRESS _____ DATE _____ PHONE _____

RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE _____ DATE _____ PHONE _____

2002 0110

02-0452

All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

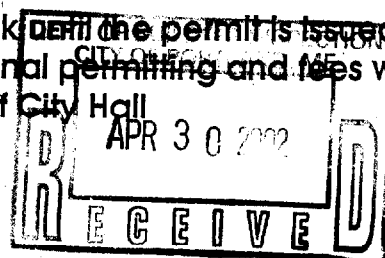
Location/Address of Construction: <u>57 Quiet Lane (Hidden Acres Lot #3)</u>		
Total Square Footage of Proposed Structure <u>2,568</u>	Square Footage of Lot <u>50,924</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>388A</u> Block# <u>A</u> Lot# <u>54</u>	Owner: <u>Nancy Sawyer</u>	Telephone: <u>879-0807</u>
Lessee/Buyer's Name (If Applicable) <u>Peter + Elizabeth Rickett</u>	Applicant name, address & telephone: <u>Peter Rickett</u> <u>33 Maggie Lane #2</u> <u>Portland, ME 04103</u> <u>878-5555</u>	Cost Of Work: <u>\$230,000</u> Fee: <u>\$1,933</u>
Current use: <u>Vacant</u>		
If the location is currently vacant, what was prior use: <u>part of larger parcel</u>		
Approximately how long has it been vacant: <u>3 years</u>		Bldg Fee <u>1633.</u>
Proposed use: <u>Single family Home</u>		Site Fee <u>300.</u>
Project description:		<u>\$1,933.00</u>
Contractor's name, address & telephone: <u>Start to Finish Remodeling</u> <u>6 Ledgewood Drive, Portland, ME 04103</u>		
Who should we contact when the permit is ready: <u>Matt Piersol</u> <u>878-0542</u>		
Mailing address: <u>SAME</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>878-5555</u> <i>Call</i>		

IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant: <u>Peter M. Rickett</u>	Date: <u>4-30-02</u>
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This is NOT a permit, you may not commence ANY work until the permit is issued. If you are in a Historic District you may be subject to additional permitting and fees with the Planning Department on the 4th floor of City Hall



PURCHASE AND SALE AGREEMENT
LAND ONLY

MARCH 1, 2002

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

1. PARTIES: This Agreement is made this _____ day of _____, _____, between
PETER & ELIZABETH RICKETT AND/OR ITS ASSIGNS (hereinafter called "Buyer") of _____
and NAN SAWYER (hereinafter called "Seller")
of _____.

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following
described real estate: Lot #3, Quiet Lane, Portland, Maine

situated in municipality of Portland County of Cumberland State of Maine located
at Quiet lane Portland, Maine, Lot #3. Being (all part of) the property
at the above address owned by Nan Sawyer (hereinafter called
"Seller") and described in deed recorded at said County's Registry of Deeds Book 8650, Page 127.

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of PRICE \$ 70000
of which DEPOSIT \$ 1000
is included herewith as an earnest money deposit, and an additional amount of DEPOSIT \$ 0
will be paid by n/a. The balance due amount of BALANCE DUE \$ 69000
is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Bay Realty shall hold said earnest
money and act as escrow agent until closing; this offer shall be valid until March 2, 2002 (date) 12:00 AM/ PM; and,
in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

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 April 2, 2002 (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.

6. 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 Residential Building Lot.

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: rent, real estate taxes (based on
municipality's fiscal year), association fees, n/a (other). Buyer and Seller will each
pay their transfer tax as required by State of Maine.

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

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

Rev. 2000 Page 1 of 4 Buyer's Initials PRM EAR Seller's Initials _____

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Agent makes no warranties regarding the condition, permitted use or value of Sellers' 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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
2. SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
3. LOCAL PERMITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
4. HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
5. SUB-DIVISION APPROVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
6. DEP/LURC APPROVALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
Purpose: _____					
7. ZONING VARIANCE	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Purpose: _____					
8. OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>15</u>	<u>Buyer</u>	<u>Buyer</u>
Purpose: <u>Allowed time to meet with City of Portland staff and Engineering firm to confirm Buyer's Home Plans will work with lot.</u>					

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 the 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.

12. FINANCING: This Agreement is subject to Buyer obtaining an approved Conventional Insured mortgage of 95 % of the purchase price, at an interest rate not to exceed 8.5 % and amortized over a period of 30 years.

a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification information, is qualified for the loan requested within 7 days from the Effective Date of the Agreement.

Page 2 of 4 Buyer's Initials AMK GAR Seller's Initials _____

- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than 2 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

The Nan Sawyer of Bay Realty represents Seller.
 Listing Agent Agency

The Kevin Rickett of Greater Portland 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.

14. MEDIATION: 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 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.

15. 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 Agreement 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.

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: _____ No

20. EFFECTIVE DATE: This Agreement 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.

21. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement 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.

22. OTHER CONDITIONS:

Review and Acceptance of Drainage Maintenance Easement and Agreement executed by Nan C. Sawyer dated June 29, 2000 and recorded in said Registry in Book 15566, Page 267

A copy of this Agreement 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.

Peter Rickett
BUYER *Peter Rickett*

006-68-7055
SS# OR TAXPAYER ID#

Elizabeth Rickett
BUYER *Elizabeth Rickett*

005-64-8019
SS# OR TAXPAYER ID#

Buyer's Mailing address is 33 Maggie Lane #2, Portland Maine 04103

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 _____ day of _____

SELLER

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 Agreement is extended until _____
DATE

BUYER DATE

SELLER DATE

BUYER DATE

SELLER DATE



PURCHASE AND SALE AGREEMENT LAND ONLY

MARCH 1, 2002

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

1. PARTIES: This Agreement is made this _____ day of _____ between
PETER & ELIZABETH RICHETT AND KATHLEEN ASSIOME (hereinafter called "Buyer") of 33 Haggie Lane, PORTLAND
and
MAN SAWYER (hereinafter called "Seller")
of 40 BELMONT ST, PORTLAND

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy the following described real estate: Lot 92, Gulet Lane, Portland, Maine

situated in municipality of Portland County of Cumberland State of Maine located at Gulet Lane, Portland, Maine, Lot 92. Being (all part of) the property at the above address owned by Man Sawyer (hereinafter called "Seller") and described in deed recorded at said County's Registry of Deeds Book 8880 Page 137

3. CONSIDERATION: For such Deed and conveyance Buyer is to pay the sum of _____ PRICE \$ 70000
of which _____ DEPOSIT \$ 1000
is included herewith as an earnest money deposit, and an additional amount of _____ DEPOSIT \$ 0
will be paid by _____ on _____. The balance due amount of _____ BALANCE DUE \$ 69000
is to be paid by certified or bank check, upon delivery of the Deed.

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

4. EARNEST MONEY/ACCEPTANCE: Bay Realty shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until March 2, 2002 (date) 12:00 AM/PM and, in the event of Seller's non-acceptance, this earnest money shall be returned promptly to Buyer.

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 April 2, 2002 (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.

6. 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 Residential Building Lot.

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: rent, real estate taxes (based on municipality's fiscal year), association fees, _____ (other). Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

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

Rev. 2000 Page 1 of 4 Buyer's Initials PRM EAB Seller's Initials MS
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Agent makes no warranties regarding the condition, permitted use or value of Sellers' 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	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose:					
2. SOILS TEST	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose:					
3. LOCAL PERMITS	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose:					
4. HAZARDOUS WASTE REPORTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose:					
5. SUB-DIVISION APPROVAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose:					
6. DEPLURC APPROVALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Purpose:					
7. ZONING VARIANCE	<input type="checkbox"/>	<input type="checkbox"/>			
Purpose:					
8. OTHER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	Buyer	Buyer
Purpose:	Allowed time to meet with City of Portland and Engineering firm to confirm Buyer's Home Plans will work with lot.				

Further specifications regarding any of the above:

10 ^{HR} ^{PMR} ^{EAR} business days from electronic date

Loc & specifically of contract

PMR EAR

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 the 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.

12. FINANCING: This Agreement is subject to Buyer obtaining an approved Commercial Interest mortgage of 25 % of the purchase price, at an interest rate not to exceed 2.5 % and amortized over a period of 30 years.

a. Buyer to provide Seller with letter from lender showing that Buyer has made application and, subject to verification information, is qualified for the loan requested within 7 days from the Effective Date of the Agreement.

Page 2 of 4 Buyer's Initials PMR EAR Seller's Initials Loc
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- b. Buyer to provide Seller with mortgage commitment letter from lender showing that Buyer has secured the loan commitment within 21 days of the Effective Date of the Agreement.
- c. If either of these conditions is not met within said time periods, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- d. After (a) and (b) are met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to proceed with the financing. Any failure by Buyer to notify Seller within 48 hours of receipt by Buyer of notice from the lender shall be a default under this Agreement.
- e. Buyer agrees to pay no more than 2 points. Seller agrees to pay \$ 0 toward points and/or Buyer's closing costs.

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

The Ann Burger of Bay Realty Agency represents Seller
 Listing Agent

The Kevin Elshoff of Greater Portland Realty Agency represents Buyer
 Listing Agent

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: 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 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.

15. 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 Agreement 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.

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

17. HEREDITATIONS: 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: _____ No

20. EFFECTIVE DATE: This Agreement 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.

21. AGENCY CONFIDENTIALITY: Buyer and Seller understand that the terms of this Agreement 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.

22. OTHER CONDITIONS:

Review and Acceptance of Drainage Maintenance Easement and Agreement executed by Non C. Sawyer dated June 28, 2000 and recorded in said Registry in Book 18000, Page 287

Said review to be completed within 60 business days of effective date of contract. If buyer review not acceptable (he will notify seller within said 60 day period in order for contract to be null + void and earnest money deposit to be returned.

Rev 2000 Page 3 of 4 Buyer's Initials WJL Seller's Initials MD
 This form is prepared for use with Parawatch.com® Power Software v3.0 600-320-1027

Handwritten notes and signatures:
 PWR
 EAR
 (circled initials)
 (circled initials)

A copy of this Agreement 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.

[Signature]
BUYER

008-68-7858
SSN OR TAXPAYER ID#

[Signature]
BUYER Elizabeth Richett

008-44-8019
SSN OR TAXPAYER ID#

Buyer's Mailing address is 31 Maple Lane #2, Portland, Maine 04102

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:

to Seller

Signed this 2nd day of March, 2002

[Signature]
SELLER

090 24 0280
SSN OR TAXPAYER ID#

SELLER SSN OR TAXPAYER ID#

Seller's Mailing address is 40 Belmont St, Portland, ME 04101

Offer reviewed and refused on

SELLER

SELLER

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

BUYER DATE SELLER DATE

BUYER DATE SELLER DATE



PROPERTY DISCLOSURE - LAND ONLY

PROPERTY LOCATED AT: Lot #3 Out Lane

If you answer YES to ANY of the three questions below, the 3-page MAR Property Disclosure Form must be used instead of this one.

1. Is there now or has there ever been a structure such as a house on this property? Yes No
2. Is this property served by a private water supply? Yes No
3. Is this property served by a private waste disposal system or by a municipal or quasi-public waste disposal system? Yes No

Under Maine Law, real estate agents are required to ask the seller for certain information about the property and to make sure that the information is available to buyers to help them evaluate the property. This statement has been prepared to assist prospective buyers in evaluating this property. This disclosure is not meant to be a warranty of the condition of the property. The seller authorizes the Listing Broker in this transaction to disclose the information in this statement to other real estate agents and to prospective buyers of this property. The seller agrees to notify the Listing Broker promptly of any changes in the information and this form will be appropriately changed with an amendment date. Inspections are highly recommended.

Note to Seller: Do not leave any questions blank. Write n/a (not applicable) or unknown if needed.

SECTION I. HAZARDOUS MATERIAL

A. UNDERGROUND STORAGE TANKS - Current or previously existing:
 Are there now, or have there ever been, any underground storage tanks on your property? Yes No Unknown
 (If YES: Are tanks in current use? Yes No
 IF NO: How long have tank(s) been out of service? _____
 What materials are, or were, stored in the tank(s)? _____
 Age of tank(s): _____ Size of tank(s): _____
 Location: _____
 Have you experienced any problems such as leakage? _____
 Are tanks registered with the Dept. of Environmental Protection? Yes No Unknown
 If tanks are no longer in use, have tanks been abandoned according to D.E.P.? Yes No Unknown
 Comments: _____

B. OTHER HAZARDOUS MATERIALS - Current or previously existing:
 TOXIC MATERIAL: Yes No Unknown
 LAND FILL: Yes No Unknown
 RADIOACTIVE MATERIAL: Yes No Unknown
 OTHER: _____

ATTACHMENT EXPLAINING CURRENT PROBLEMS, PAST REPAIRS OR ADDITIONAL INFORMATION TO ANY OF THE ABOVE HAZARDOUS MATERIALS? Yes No Buyers are encouraged to seek information from professionals regarding any specific issue or concern.

SECTION II GENERAL INFORMATION

Are you aware of any encroachments, easements, rights-of-way, leases or restrictive covenants on the property? Yes No
 IF YES: Explain: Drainage easement
 What is your source of information: Soil Survey
 Are you receiving a tax exemption or reduction for this property for any reason including but not limited to: Tree Growth, Open Space and Farmland? Yes No Unknown
 IF YES: Explain: _____
 Has the property been surveyed? Yes No Unknown If YES, is the survey available? Yes No
 ATTACHMENTS: Yes No
 Additional information: _____

Seller shall be responsible and liable for any failure to provide known information to Buyer.

SELLER: [Signature] DATE: _____ SELLER: _____ DATE: 03/02/02
 Listed by: [Signature] LISTING AGENT on behalf of: BAY REALTY AGENCY

We have read and received a copy of this disclosure and understand that I/we should seek information from qualified professionals if I/we have questions or concerns.

BUYER: [Signature] DATE: 3-2-02 BUYER: [Signature] DATE: 3/02/02
 By: _____ on behalf of _____ AGENCY

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Applicant: Peter Rickett

Date: 5/11/02

Address: 57 Quiet Lane
Hidden Acres Ct #3

C-B-L: 388A-A-057

CHECK-LIST AGAINST ZONING ORDINANCE

Date - New

Permit # 02-0452

Zone Location - R-2

Interior of corner lot -

Proposed Use/Work -

to construct a single family dwelling w/ attached garage
32x32
6' x 12'6" Atrium room
24x24
16x24 Deck -

Sewage Disposal -

City

Lot Street Frontage -

50' req - 35
31
66' shown

Front Yard -

25' req - 47' scaled

Rear Yard -

25' req - 175' scaled

Side Yard -

14' req - may reduce 1 side to no less than 12" if other side is at least 16'
2 story with partial daylight basement
→ shows 12' & 35' ok

Projections -

16x24 Deck - 6' x 12'6" Atrium room

Width of Lot -

80' req - 108' scaled

Height -

35' max - 31.5' scaled

Lot Area -

10,000 sq ft min - 52,924 sq ft

Lot Coverage/Impervious Surface -

20% MAX or 10,584.8 sq ft

Area per Family -

10,000 sq ft

Off-street Parking -

2 req - 2 shown

Loading Bays -

N/A

Site Plan -

minor/minor

Shoreland Zoning/ Stream Protection -

N/A

Flood Plains -

Panel 2 Zone X

32 x 32 = 1024

24 x 24 = 576

6' x 12.5' = 75

16 x 24 = 384

2059 sq ft

**CITY OF PORTLAND, MAINE
DEVELOPMENT REVIEW APPLICATION
PLANNING DEPARTMENT PROCESSING FORM
ADDENDUM**

2002-0110

Application I. D. Number

04/30/2002

Application Date

Quiet Lane, (hidden acres) lot #3

Project Name/Description

Sawyer Nancy C

Applicant

40 Belmont St , Portland , ME 04101

Applicant's Mailing Address

Consultant/Agent

Agent Ph:

Agent Fax:

Applicant or Agent Daytime Telephone, Fax

57 - 57 Quiet Ln , Portland, Maine

Address of Proposed Site

388A A054001

Assessor's Reference: Chart-Block-Lot

Approval Conditions of DRC

- 1 APPLICANT/OWNER SHALL CONFORM TO THE SUBDIVISION REQUIREMENT THAT THE NO CUT BUFFER ZONE SHALL BE PRESERVED.
- 2 All damage to sidewalk, curb, street, or public utilities shall be repaired to City of Portland standards prior to issuance of a Certificate of Occupancy.
- 3 Two (2) City of Portland approved species and size trees must be planted on your street frontage prior to issuance of a Certificate of Occupancy.
- 4 Your new street address is now 57 QUIET LANE, the number must be displayed on the street frontage of your house prior to issuance of a Certificate of Occupancy.
- 5 The Development Review Coordinator (874-8632) must be notified five (5) working days prior to date required for final site inspection. Please make allowances for completion of site plan requirements determined to be incomplete or defective during the inspection. This is essential as all site plan requirements must be completed and approved by the Development Review Coordinator prior to issuance of a Certificate of Occupancy. Please schedule any property closing with these requirements in mind.
- 6 A sewer permit is required for you project. Please contact Carol Merritt at 874-8300, ext . 8822. The Wastewater and Drainage section of Public Works must be notified five (5) working days prior to sewer connection to schedule an inspector for your site.
- 7 As-built record information for sewer and stormwater service connections must be submitted to Public Works Engineering Section (55 Portland Street) and approved prior to issuance of a Certificate of Occupancy.
- 8 The building contractor shall check the subdivision recording plat for pre-determined first floor elevation and establish the first floor elevation (FFE) and sill elevation (SE) to be set above the finish street/curb elevation to allow for positive drainage away from entire footprint of building.
- 9 The site contractor shall establish finish grades at the foundation, bulkhead and basement windows to be in conformance with the first floor elevation (FFE) and sill elevation (SE) set by the building contractor to provide for positive drainage away from entire footprint of building.
- 01 The Development Review Coordinator reserves the right to require additional lot grading or other drainage improvements as necessary due to field conditions.

Application ID Number: 2-0452

Department: Zoning Status: Approved with Conditions Reviewer: Marge Schmuckal

Comments: 57 Quiet Lane Approval Date: 05/14/2002

Given On Date: 05/06/2002

OK to Issue Permit Name: Marge Schmuckal Date: 05/14/2002 Date 2:

Conditions Section:

This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.

Separate permits shall be required for future decks, sheds, pools, and/or garages. It is noted that a 16'x24' deck and a 6'x12.5' atrium room is included with this application approval.

It is noted that the garage side of the lot is showing a 12 foot minimum setback which is a reduction of the normally required 14' side setback. This is allowable because the 2' taken off on one side is added on to the other side which shows 35'. This is allowable under the R-2 zone setbacks.

Create Date: 05/03/2002 By: mmr Update Date: 05/14/2002 By: mes

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK CITY OF PORTLAND

Please Read
Application And
Notes, If Any,
Attached

BUILDING DEPARTMENT

PERMIT

Permit Number: 020452

This is to certify that Sawyer Nancy C /Start to Finish Remod
has permission to 32' x 32' single family w/ 24' x 4' attached garage, 6' x 6' addition, 24' 16' deck
AT 57 Quiet Ln Hidden Acres lot 3 388A A054001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is altered or closed-in.
HEAVY NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

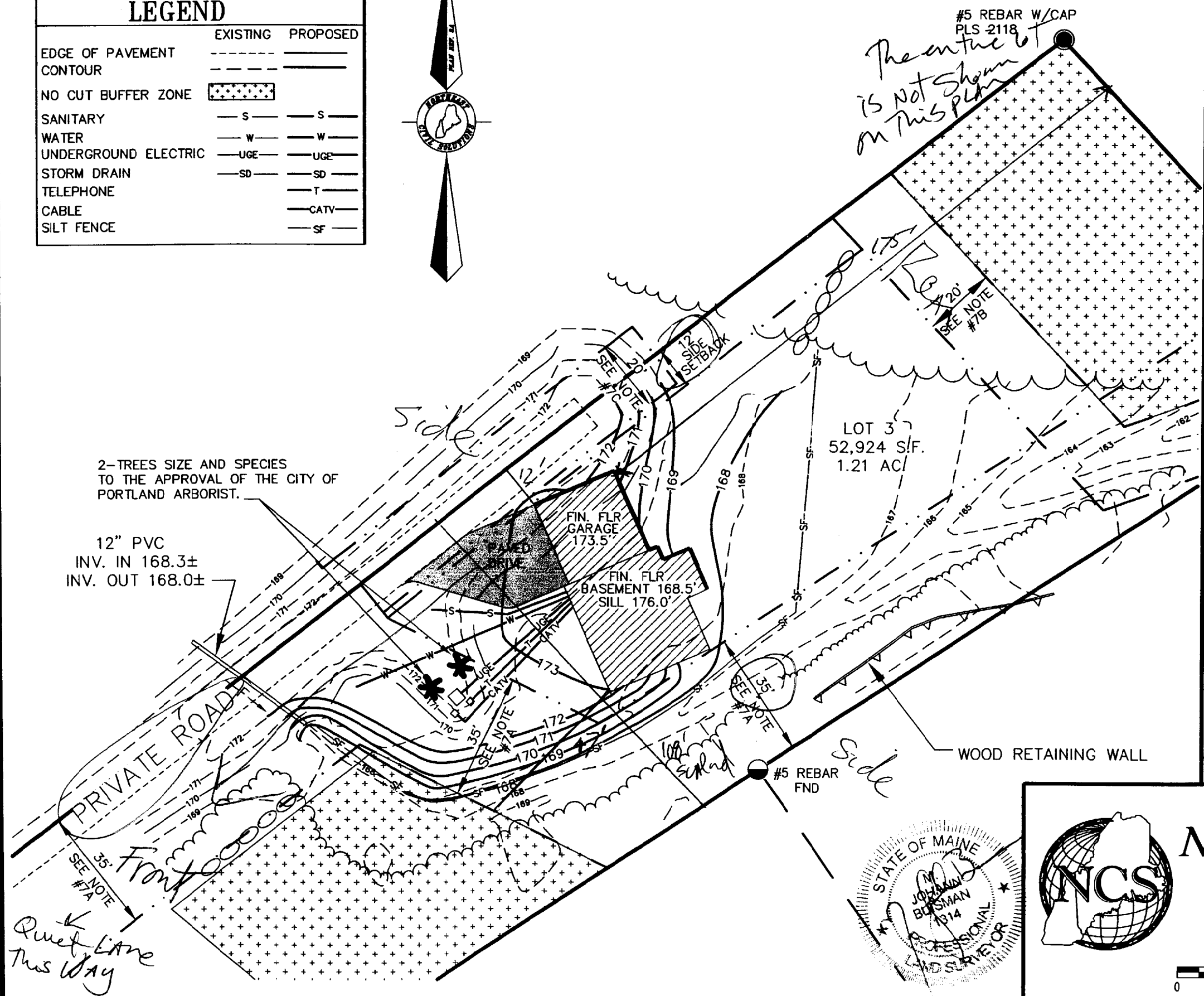
OTHER REQUIRED APPROVALS

Fire Dept. _____
Health Dept. _____
Appeal Board _____
Other _____
Department Name

[Handwritten Signature]
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

LEGEND	
EXISTING	PROPOSED
EDGE OF PAVEMENT	-----
CONTOUR	-----
NO CUT BUFFER ZONE	+++++
SANITARY	---S---
WATER	---W---
UNDERGROUND ELECTRIC	---UGE---
STORM DRAIN	---SD---
TELEPHONE	---T---
CABLE	---CATV---
SILT FENCE	---SF---



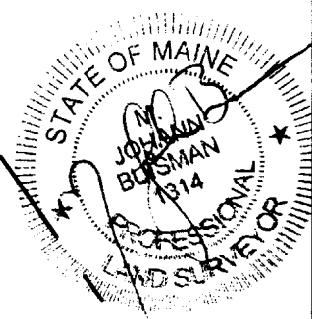
- ### NOTES
- BOUNDARY LINES BASED UPON PLAN REFERENCE IN NOTE 3.A BELOW.
 - DATUM:
HORIZONTAL- BASED UPON PLAN REFERENCED IN NOTE 3.A BELOW.
VERTICAL- BASED UPON BONNET BOLT OF HYDRANT AT THE CORNER OF OF ABBEY LANE AND CURTIS ROAD. SAID ELEVATION IS 139.45', CITY OF PORTLAND DATUM.
 - PLAN REFERENCES:
A. PLAN ENTITLED "SUBDIVISION PLAN HIDDEN ACRES SUMMIT STREET, PORTLAND, MAINE" DATED 4/13/00. RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 216.
 - NO STANDING TREES, TIMBER OR UNDERGROWTH SHALL BE REMOVED IN THE NO-CUT BUFFER ZONE AS SHOWN ON THE PLAN, EXCEPT IN THE EVENT ANY SUCH TREE OR TIMBER PRESENTS A DANGEROUS OR UNSAFE CONDITION.
 - CONTRACTOR SHALL INSTALL A WASTEWATER SOLIDS HANDLING PUMP HOMEOWNER WILL OWN MAINTAIN AND REPAIR THEIR PUMP AND FORCE MAIN FROM THE HOUSE TO THE CLEAN OUT STRUCTURE. THE CITY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OR REPAIR OF PRIVATE SYSTEMS.
 - CONTRACTOR SHALL INSTALL AND MAINTAIN SILT FENCE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION BEST MANAGEMENT PRACTICES.
 - PARCEL IS SUBJECT TO THE FOLLOWING EASEMENTS:
A. 35' DRAINAGE EASEMENT GIVEN TO THE CITY OF PORTLAND
B. 20' DRAINAGE EASEMENT GIVEN TO THE OWNER OF LOT 4.
C. 20' DRIVEWAY/UTILITY/DRAINAGE EASEMENT.
 - BULK AND SPACE REQUIREMENTS ARE AS FOLLOWS:
MINIMUM LOT SIZE10,000 S.F.
SETBACKS: FRONT.....25'
REAR.....25'
SIDE.....12'
 - UTILITIES AS SHOWN ARE BASED UPON FIELD OBSERVATIONS. CONTRACTOR SHALL NOTIFY DIG-SAFE PRIOR TO CONSTRUCTION.


GRADING PLAN IN PORTLAND MAINE

SCALE: 1" = 30' APRIL 24, 2002

PREPARED FOR: NAN C. SAWYER Peter Rickett
40 BELMONT STREET
PORTLAND, MAINE 04101

JOB NUMBER: 23282 ACAD FILE: 23282





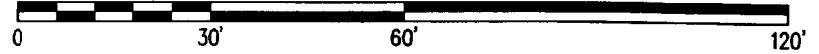
SURVEYING ENGINEERING LAND PLANNING

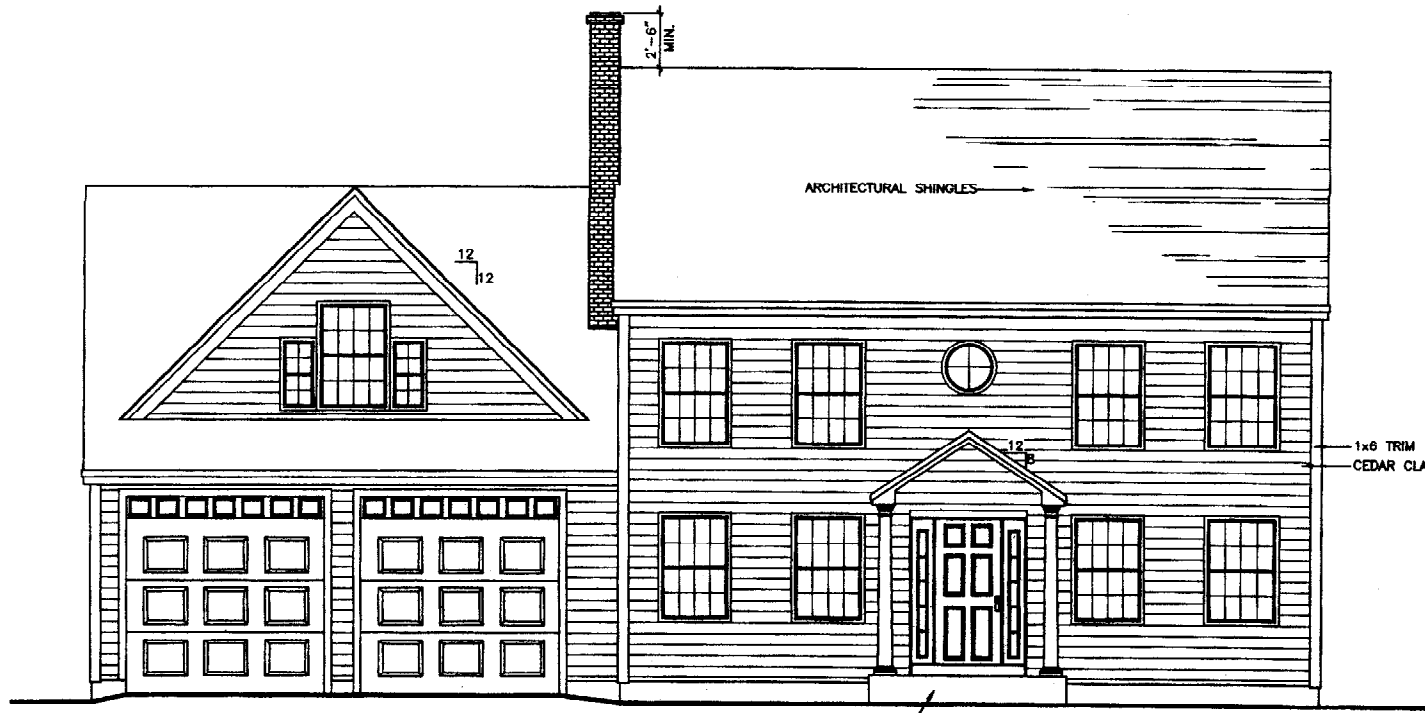
Northeast Civil Solutions

INCORPORATED

153 US ROUTE 1, SCARBOROUGH, MAINE 04074

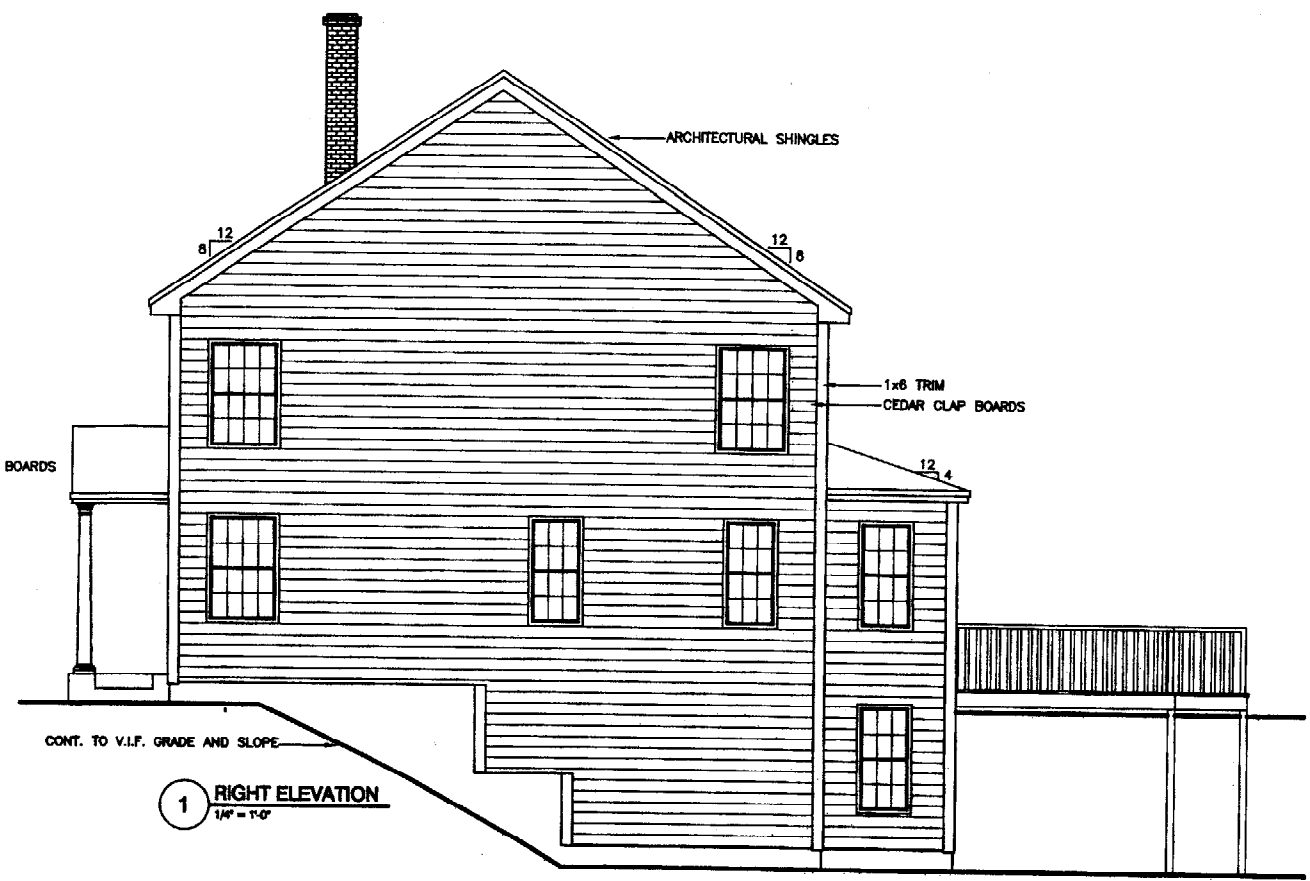
tel 207.883.1000 fax 207.883.1001 e-mail ncs@maine.rr.com
800.882.2227





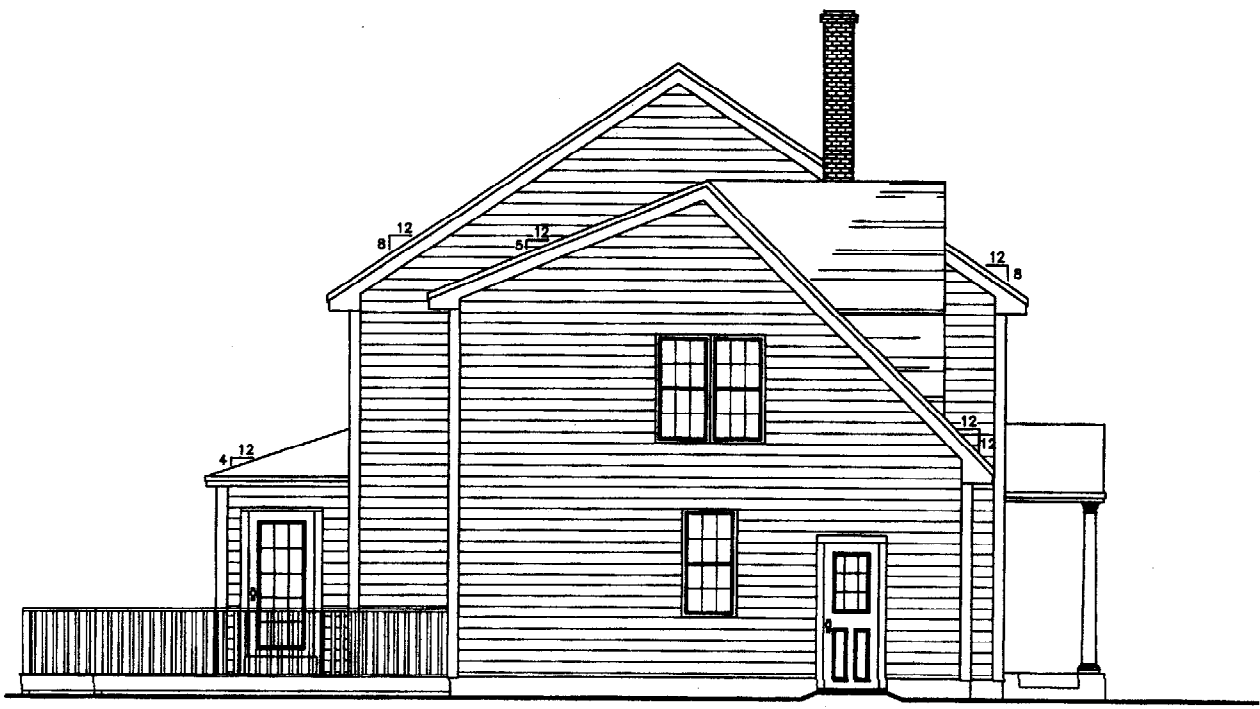
1 FRONT ELEVATION
1/4" = 1'-0"

CONT. TO V.L.F.
TYPE OF STEP

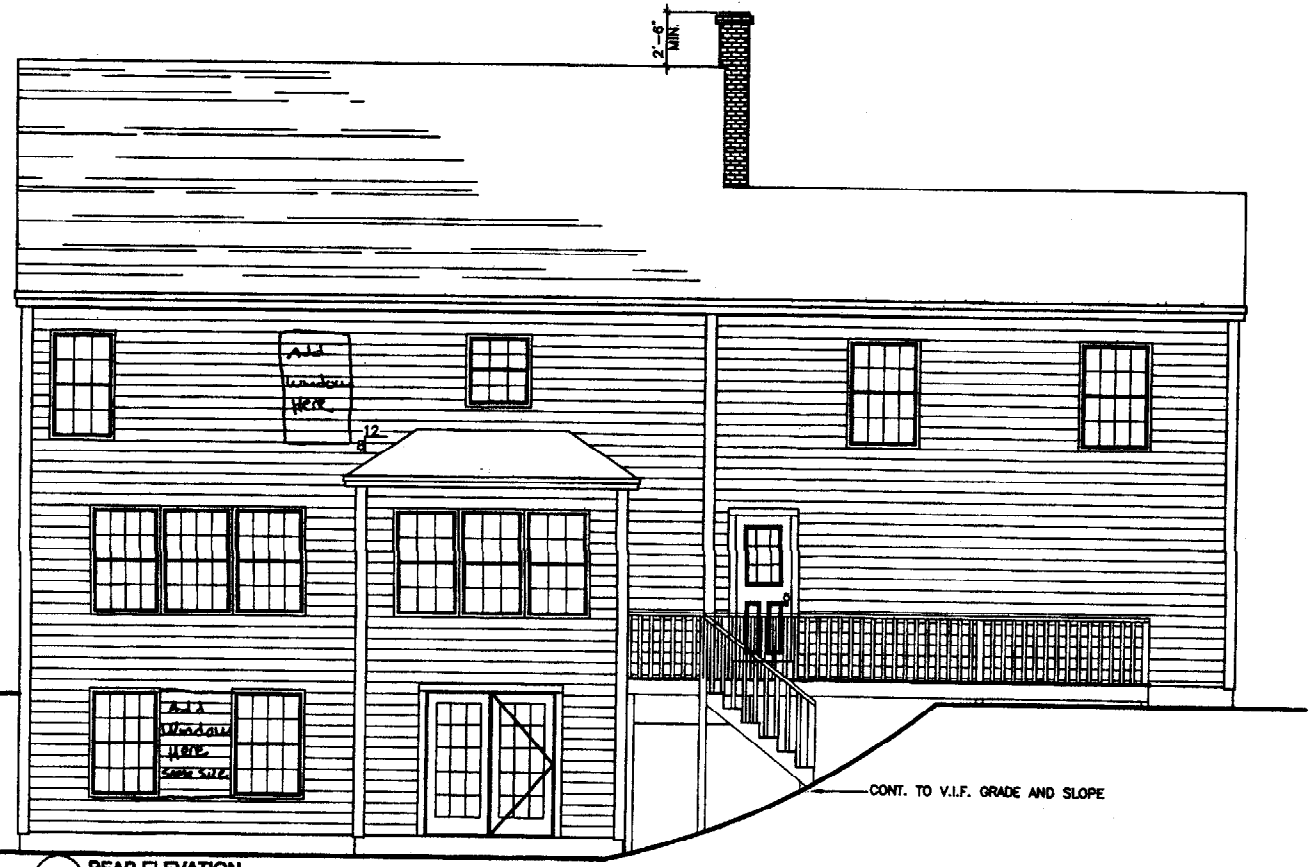


1 RIGHT ELEVATION
1/4" = 1'-0"

CONT. TO V.L.F. GRADE AND SLOPE



1 LEFT ELEVATION
1/4" = 1'-0"

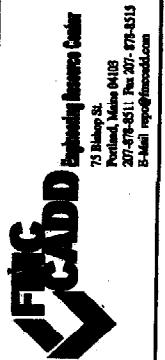


1 REAR ELEVATION
1/4" = 1'-0"

CONT. TO V.L.F. GRADE AND SLOPE

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AND LOCAL CODES. NONE OF THE EMPLOYEES OF FPC CADDO DRAFTING
SERVICES, INC. ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND
SURVEYORS. ALL DIMENSIONS AND SPECIFICATIONS SHOULD BE VERIFIED
BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION.
SIGNATURE, DIMENSIONS AND SPECIFICATIONS ARE NOT VERIFIED
BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION.
BEFORE FPC CADDO DRAFTING SERVICES, INC. WILL BE HELD HARMLESS
FROM FPC CADDO DRAFTING SERVICES, INC. ASSUMES NO LIABILITY FOR GUARANTEES
AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.

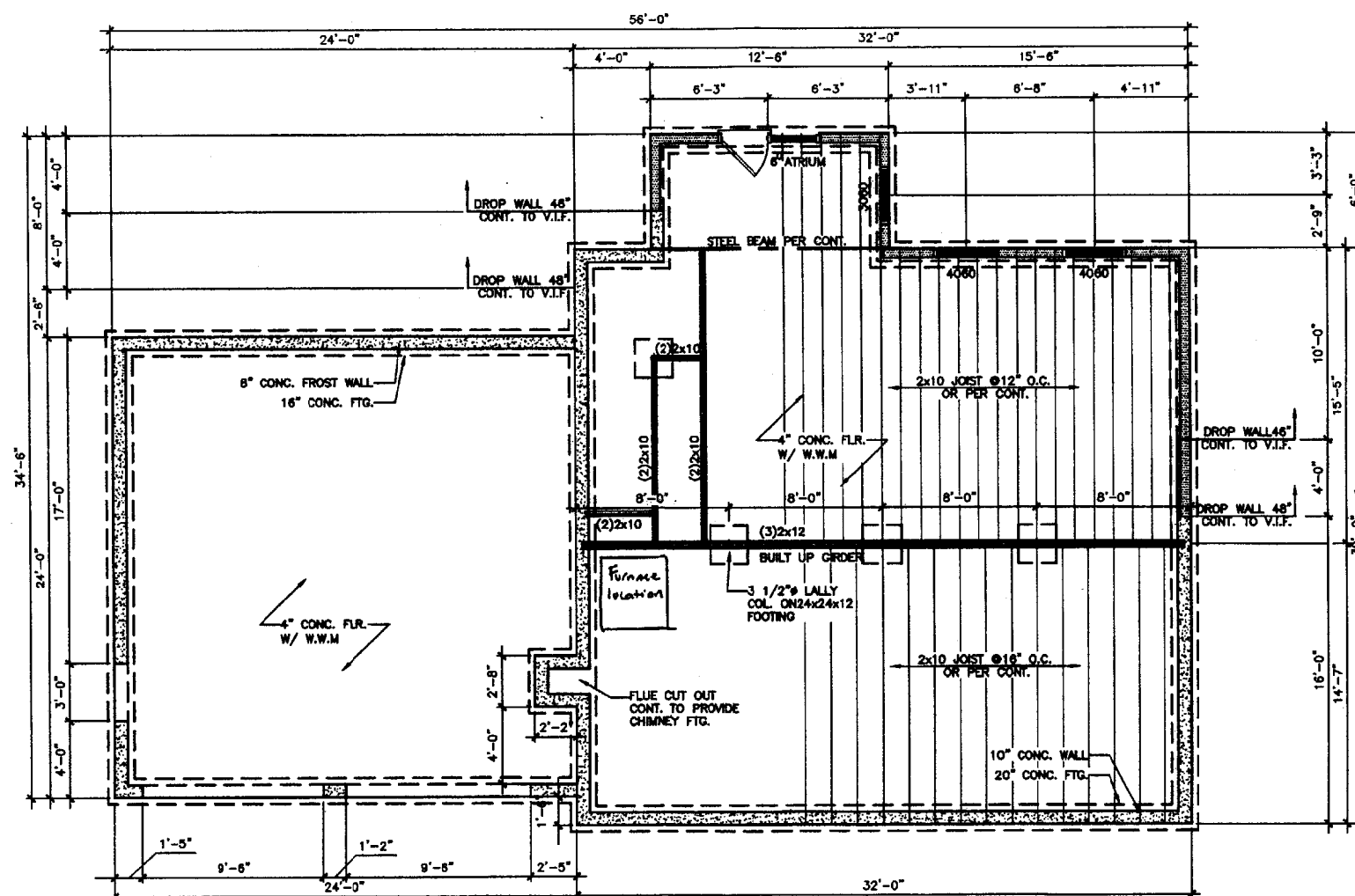
PROPERTY OF



EXTERIOR ELEVATIONS
RICKETT'S RESIDENCE
PORTLAND, ME

REVISIONS	
CODE:	
REVISION	
1	4/10/02
DATE:	2/28/02
SCALE:	1/4" = 1'-0"
DRAWN:	FMC/RR
FILE:	02-0143
SHEET:	A1

**FOUNDATION PLAN
 RICKETT'S RESIDENCE
 PORTLAND, ME**

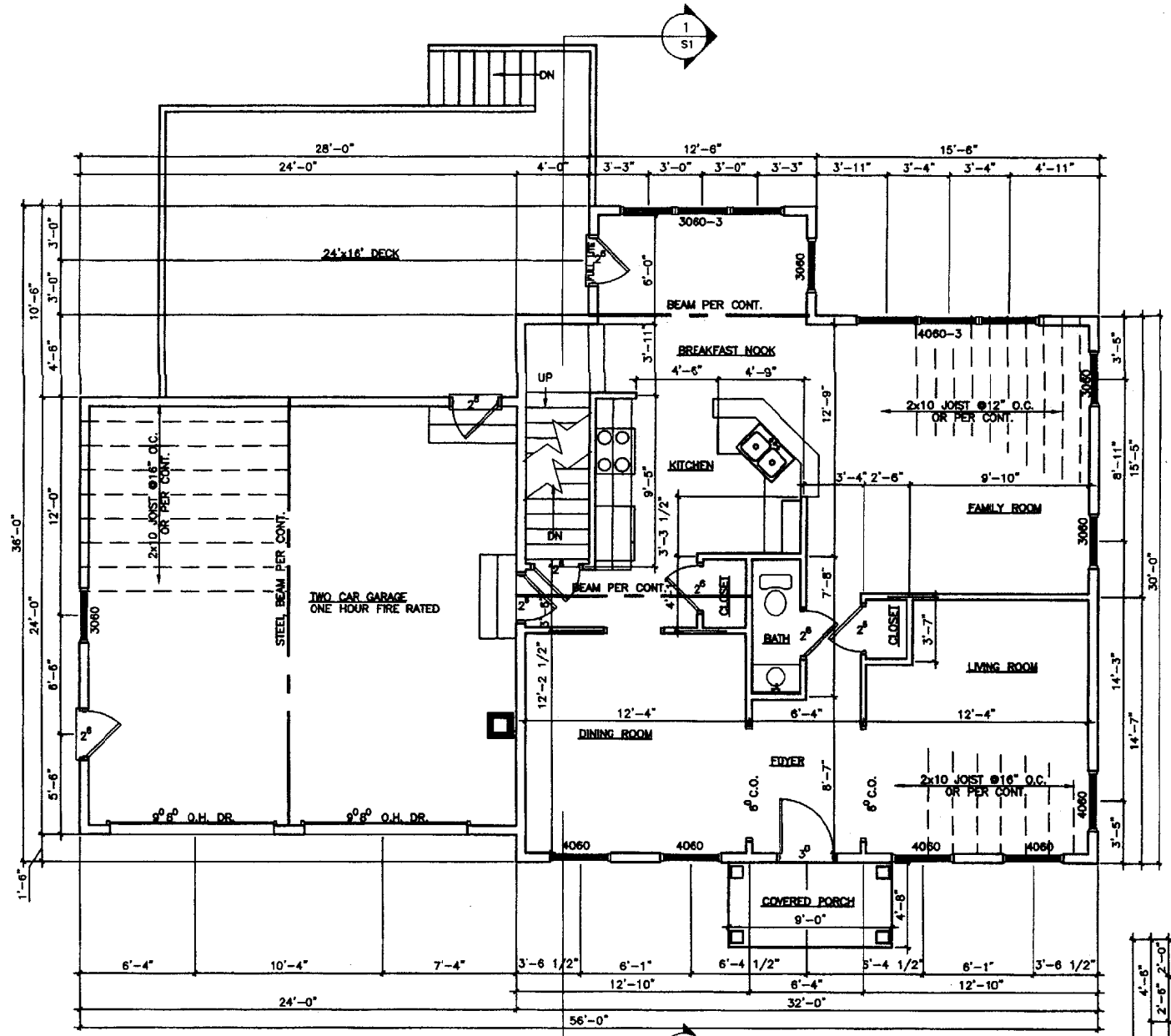


1 FOUNDATION PLAN
 1/4" = 1'-0"

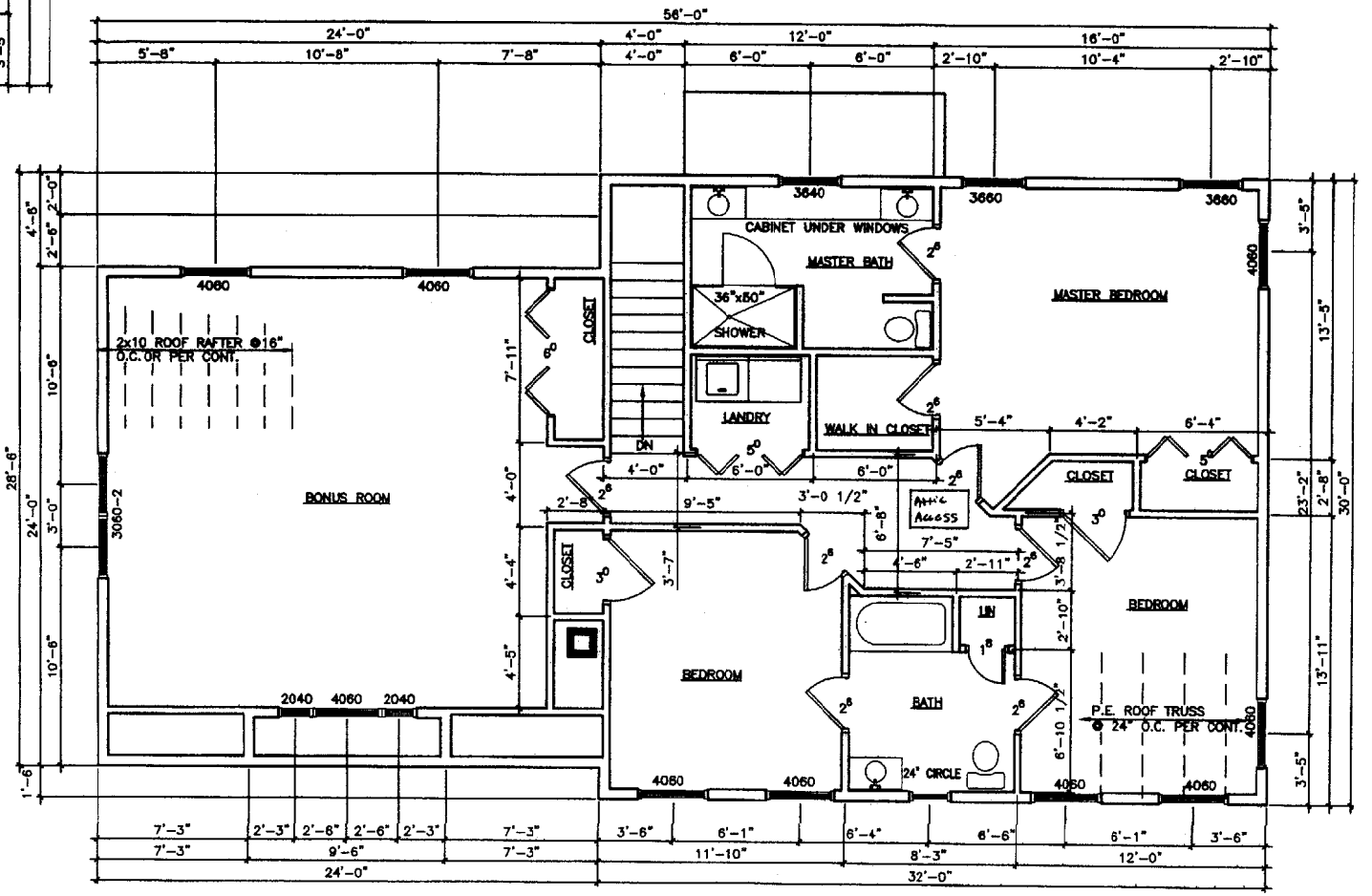
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 SERVICES, INC. ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND
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 BY CLIENT AND/OR CONTRACTOR BEFORE ACTUAL CONSTRUCTION
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 BEGINS FMC ADD DRAFTING SERVICES, INC. WILL BE HELD HARMLESS.
 FMC ADD DRAFTING SERVICES, INC. ASSUMES NO LIABILITY FOR CHANGES
 AND/OR REVISIONS MADE TO PLANS BY CLIENT AND/OR CONTRACTOR.

REVISIONS	
CODE:	
REVISION	
1	4/10/02
DATE:	2/28/02
SCALE:	1/4"=1'-0"
DRAWN:	FMC/TR
FILE:	02-0143
SHEET:	A2

FIRST & SECOND FLOOR PLAN
RICKETT'S RESIDENCE
PORTLAND, ME



1 FIRST FLOOR PLAN
1/4" = 1'-0"

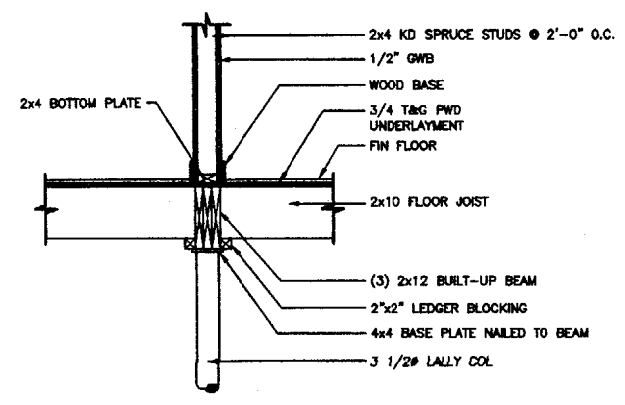
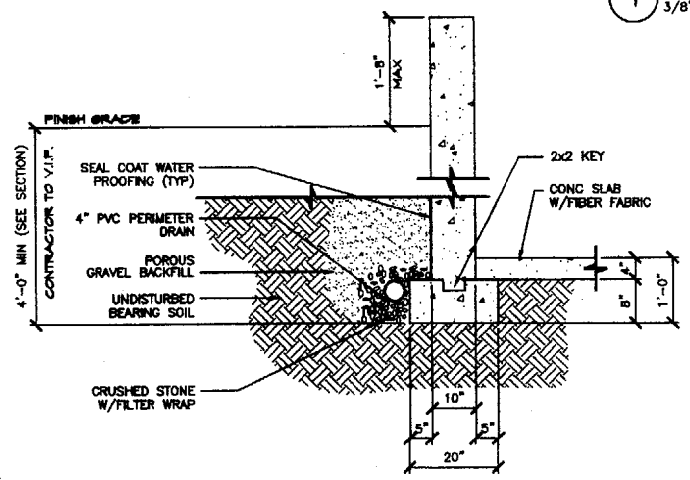
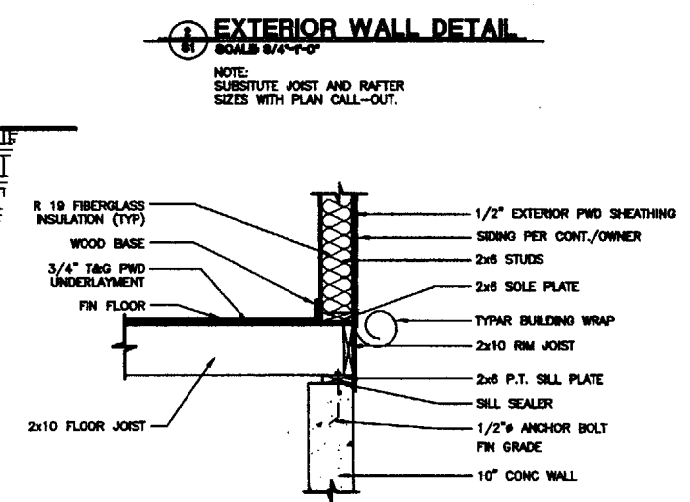
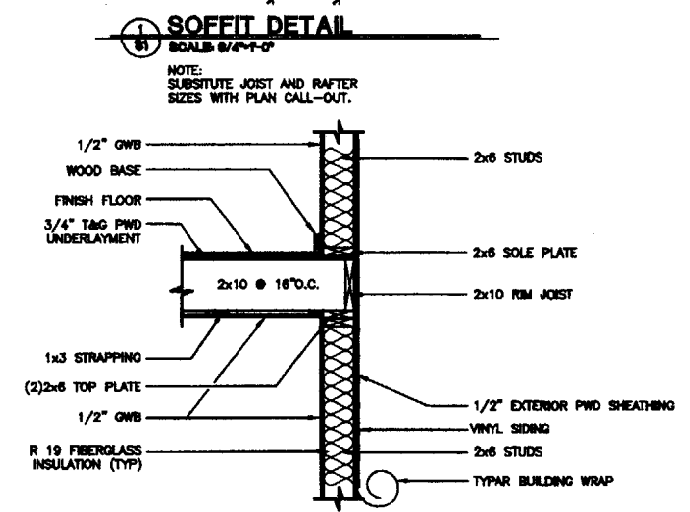
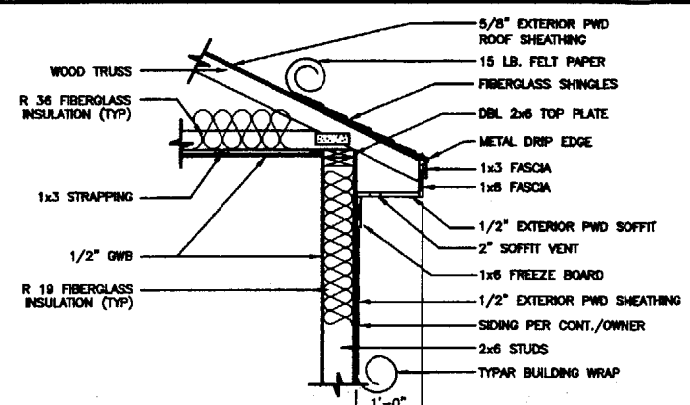
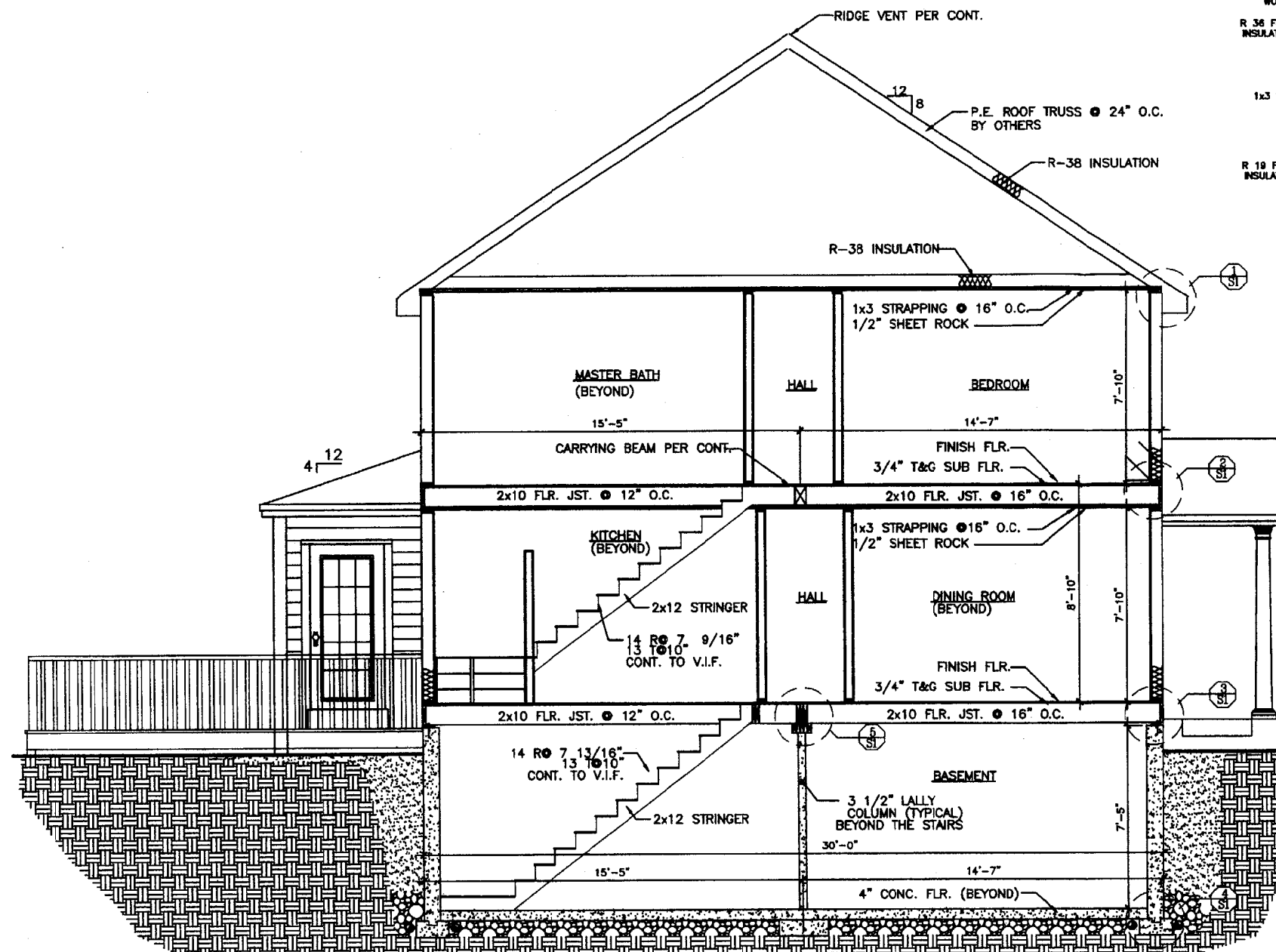


2 SECOND FLOOR PLAN
1/4" = 1'-0"

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REVISIONS	
CODE	REVISION
1	4/10/02

DATE: 2/28/02
SCALE: 1/4"=1'-0"
DRAWN: FMC/TR
FILE: 02-0143
SHEET: A3



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1 FOOTING DETAIL
 SCALE: 3/4" = 1'-0"

NOTE:
 SUBSTITUTE FOOTING AND WALL SIZES WITH PLAN CALL-OUT.

1 COLUMN/GIRDER DETAIL
 SCALE: 3/4" = 1'-0"

NOTE:
 SUBSTITUTE JOIST AND RAFTER SIZES WITH PLAN CALL-OUT.

REVISIONS	
CODE:	
REVISION	
1	4/10/02
DATE:	2/28/02
SCALE:	AS NOTED
DRAWN:	FMC/JR
FILE:	02-0143
SHEET:	S1

