PLANNING / DESIGN ASSOCIATES
RESIDENTIAL / COMMERCIAL / RECREATIONAL DESIGN SERVICES

- Consulting Engineers
- Architectural Designers
- Site Planners
- Landscape Architects
- Development Consultants

9 Alexander Drive, Windham, ME p/f 207-892-2640 Email: plandesign @ live .com

TRANSMITTAL

SEPTEMBER 8, 2015

PROJECT: MOMENTUM

BEN SMITH

ENCLOSED YOU WILL FIND THE FOLLOWING APPLICATION AND PLANS FOR THE CONVERSION OF 102 TANDBERG TRAIL TO COMMERCIAL USE. PLEASE LET ME KNOW THE STAFF REVIEW TIME.

PLEASE CONTACT ME IF YOU NEED ADDITIONAL INFORMATION.

Sincerely,

Fred Panico, Project Manager
892-2640 776-1761

TOWN OF WINDHAM
MAJOR & MINOR SITE PLAN APPLICATION

Sketch Plan

(Section 811 – Site Plan Review, Submission Requirements)

The original signed copy of this application must be accompanied by:

- The required application and review escrow fees,
- Fifteen (15) collated submission packets, which must include
  - Full size paper copies of each plan, map, or drawing, and
  - A bound copy of the required information found in Section 811 of the Land Use Ordinance.
    - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
- Electronic submission in PDF format of:
  - All plans, maps, and drawings.
    - These may be submitted as a single PDF file or a PDF for each sheet in the plan set.
  - A PDF of the required information found in Section 811 of the Land Use Ordinance

The submission deadline for Sketch plans is four (4) weeks before the Planning Board or Staff Review Committee meeting for which it will be scheduled.

Applicants are strongly encouraged to schedule a brief submission meeting with Planning Staff, to walk through the application checklist at the time a Planning Board submission is made. This will allow applicants to receive a determination of completeness, or a punch list of outstanding items, at the time a submission is made.

If you have questions about the submission requirements, please contact:

Windham Planning Department	(207) 894-5960, ext. 2
Ben Smith, Assistant Town Planner	bwsmith@town.windham.me.us
Lisa Fisher, Administrative Assistant	lmfisher@town.windham.me.us

Project Name: MOMENTUM

Tax Map: 18 **Lot:** 31-2

Estimated square footage of building(s): 2500SF + 2000 SF = 4500

If no buildings proposed, estimated square footage of total development/disturbance:

Contact Information

1. Applicant

Name: MOMENTUM INC.
Mailing Address: 1059 MEADOW ROAD, CASCO ME 04015
Telephone: 627-2567 Fax: E-mail: GAIL@MOMENTUM.COM

2. Record owner of property

_____ (Check here if same as applicant)
Name: 102 TANDBERG TRAIL LLC
Mailing Address: 1059 MEADOW RD. CASCO, ME 04015
Telephone: Fax: E-mail:

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: FRED TAHOE
Company Name: PLANNING-DESIGN ASSOC.
Mailing Address: 9 ALEXANDER DRIVE
Telephone: 892-1484 Fax: E-mail: PLANDESIGN@LIVE.COM

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

[signature] / AGENT 3.3.2015
Signature Date

Sketch Plan - Minor & Major Site Plan: Submission Requirements		Applicant	Staff
a.	Complete Sketch Plan Application form	✓	
b.	Project Narrative	✓	
	conditions of the site	✓	
	proposed use	✓	
	constraints/opportunities of site	✓	
	identify if any of the following will be completed as part of the Final Plan		
	traffic study ?		
	utility study ?		
	market study ?		
c.	Name, address, phone for record owner and applicant	✓	
d.	Names and addresses of all consultants working on the project	✓	
e.	Evidence of right, title, or interest in the property	✓	
f.	Evidence of payment of Sketch Plan fees and escrow deposit		
g.	Any anticipated waiver requests (Section 808)	✓	
	Waivers from Submission Criteria in Section 811 of the Land Use Ordinance.	✓	
	If yes, submit letter with the waivers being requested, along with reasons for each waiver request.		
	Waivers from Subdivision Performance Standards in Section 812 of the Land Use Ordinance.		
	If yes, submit letter with the waivers being requested, along with a completed "Performance and Design Standards Waiver Request" form.		
	Submit initialed form regarding additional fees, from applicant intro packet		
h.	**Plan Requirements**		
	Please note: the Sketch Plan does not need to be surveyed. However, if it is surveyed, please refer to the GIS requirements for Final Plan review. It may be in the applicants interest to obtain the required GIS data while the surveyor is on site.	✓	
1	Name of subdivision, north arrow, date and scale (not more than 100 ft: 1in)	✓	
2	Boundary of the parcel	✓	
3	Relationship of the site to the surrounding area	✓	
4	Topography of the site at an appropriate contour interval (10' contours generally adequate)	✓	
5	Approximate size and location of natural features of the site, including wetlands, streams, ponds, floodplains, groundwater aquifers, significant wildlife habitats and fisheries, or other important natural features. If none, so state.	NONE	
6	Existing buildings, structures, or other improvements on the site	✓	
7	Existing restrictions or easements on the site. If none, so state.	NONE	
8	Approximate location and size of existing utilities or improvements servicing the site. If none, so state.	✓	
9	Class D medium intensity soil survey	✓	
10	Location and size of proposed building, structures, access drives, parking areas, and other development features.	✓	

PLANNING / DESIGN ASSOCIATES

COMMERCIAL / RESIDENTIAL / RECREATIONAL DESIGN SERVICES

- Architectural Designers
- Consulting Engineers
- Site Planners / Landscape Architects
- Real Estate Development Consultants

9 Alexander Drive, Windham, Maine P/F (207) 892-2640 email plandesign @live.com

September 8, 2015

PROJECT NARRATIVE

Re : Momentum , 102 Tandberg Trail

Planning Design Associates is pleased to present this application for Site Plan review on behalf of Momentum.

Project Summary
Under the ordinance, the conversion of a residential use to a commercial use requires staff approval. The residence is currently used as a meeting place for clients, It is the goal to use the existing building and parking area as much as possible. The project will involve an expansion to the building. The applicant would convert the existing two story residence into a commercial use This will involve bringing the building up to 2009 code standards and receiving state approvals.

Project Assets
The following items are assets for this project:
-a high degree of visibility from Rt. 115 with a residential character
-a medium traffic count on Rt. 115
-close proximity to Windham's shopping areas
-level, well drained soils
-good site distances along Rt. 115
-2 lane traffic flow on Rt. 115 with shoulders
-existing utilities (12" high pressure water, 12" storm sewer, power, gas, fire hydrant and sidewalk

Project Restraints
There are no development restraints for the use of this site.

Site
The site is a 36,053 sf lot, level and well drained. There are several large trees, clusters of shrubs and lawn, giving the site a residential character, which the applicant would like to retain. The front of the site is mostly gravel parking area and a circular drive, a rock garden and a landscaped island.

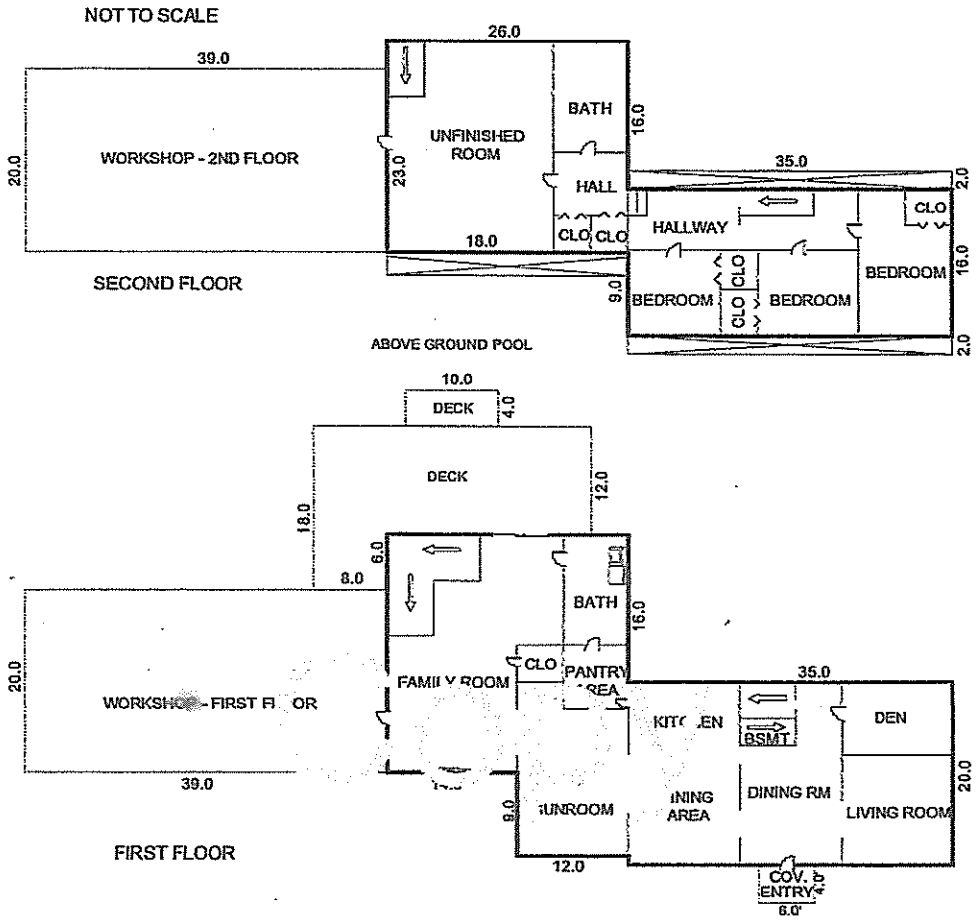
Traffic Flow
The site has two existing driveway curb cuts with excellent site distances. Traffic flow is moderate to high along Rt.115 depending on the time of day. However the lights at the 115 / 302 intersection and at the Falmouth Road provide a 30 second interval with no traffic. We feel that this gives cars time to enter and exit the site without creating any traffic conflicts.

Pedestrian Circulation
A public sidewalk and curb exists along Rt. 115 and allows access to the site.

Nancy Harris Appraisal Service
SKETCH ADDENDUM

File No. 06-123
Case No. Summary Appr.

Borrower Edward A. & Sherron M. Keef
Property Address 102 Tandberg Trail
City Windham County Cumberland State ME Zip Code 04062-5206
Lender/Client Norway Savings Bank Address P.O. Box 347 , Norway, ME 04268



Sketch by Apex IV Windows™
Comments:

AREA CALCULATIONS SUMMARY

Code	Description	Size	Net Totals
GLA1	First Floor	1484.00	1484.00
GLA2	Second Floor	1158.00	1158.00
P/P	Workshop	780.00	
	Workshop - 2nd flr.	780.00	
	Deck	408.00	
	Deck	40.00	
	Covered Entry	24.00	2032.00
TOTAL LIVABLE	(rounded)		2642

LIVING AREA BREAKDOWN

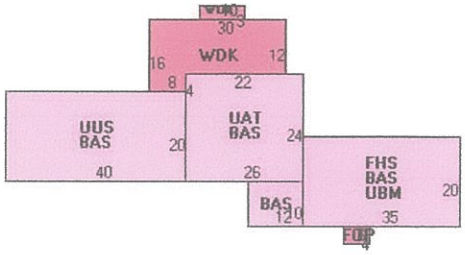
Breakdown			Subtotals
First Floor			
26.0	x	26.0	676.00
9.0	x	12.0	108.00
20.0	x	35.0	700.00
Second Floor			
23.0	x	26.0	598.00
16.0	x	35.0	560.00
5 Calculations Total		(rounded)	2642

Replacement Cost: $203,918
Depreciation Percent: 76
Replacement Cost Less Depreciation: $155,000

Building Attributes	
Field	**Description**
Style	Cape Cod
Model	Residential
Grade:	Average
Stories:	1.5
Occupancy	1
Exterior Wall 1	Clapboard
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Metal/Tin
Interior Wall 1	Drywall/Sheet
Interior Wall 2	Plastered
Interior Flr 1	Carpet
Interior Flr 2	Hardwood
Heat Fuel	Oil
Heat Type:	Forced Air-Duc
AC Type:	
Total Bedrooms:	2 Bedrooms
Total Bthrms:	2
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	6
Bath Style:	Average
Kitchen Style:	Average

(http://54.225.254.118/photos/WindhamMEPhotos//\00\00\59/01.jpg)

Building Layout



Building Sub-Areas			Legend
Code	**Description**	**Gross Area**	**Living Area**
BAS	First Floor	2244	2244
FHS	Half Story, Finished	700	525
FOP	Porch, Open, Finished	24	0
UAT	Attic, Unfinished	624	0
UBM	Basement, Unfinished	700	0
UUS	Upper Story, Unfinished	800	0
WDK	Deck, Wood	422	0
		5514	2769

Extra Features

Extra Features	Legend
No Data for Extra Features	

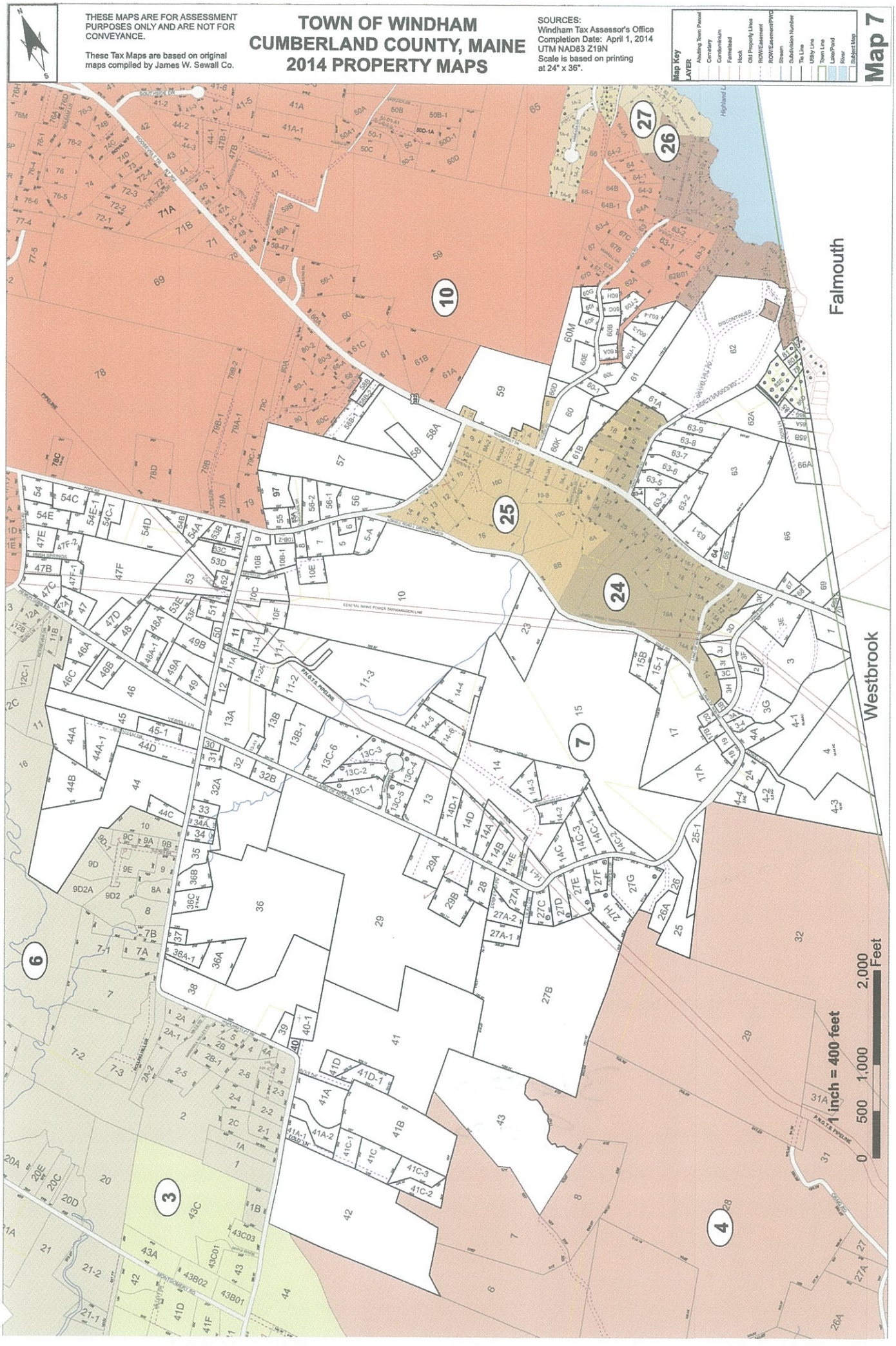
Land

Land Use

Use Code 1010

Land Line Valuation

Size (Acres) 0.86


THESE MAPS ARE FOR ASSESSMENT PURPOSES ONLY AND ARE NOT FOR CONVEYANCE.
These Tax Maps are based on original maps compiled by James W. Sewall Co.
TOWN OF WINDHAM
CUMBERLAND COUNTY, MAINE
2014 PROPERTY MAPS
SOURCES:
Windham Tax Assessor's Office
Completion Date: April 1, 2014
UTM NAD83 Z19N
Scale is based on printing at 24" x 36".
Map Key
LAYER
Abutting Town Parcel
Cemetery
Condominium
Farmstead
Hook
Old Property Lines
ROW/Easement
ROW/Easement/PWD
Stream
Subdivision Number
Tax Line
Utility Line
Town Line
Lake/Pond
River
Subject Map
Map 7
Falmouth
Westbrook
1 inch = 400 feet
0
500
1,000
2,000
Feet

WARRANTY DEED

Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

KNOW ALL MEN BY THESE PRESENTS, that we, EDWARD A. and SHERRON M. KEEF, with a mailing address of 11 Sandbar Road, Windham, Maine 04062 (hereinafter "Grantors"), for consideration paid, grant to 102 TANDBERG TRAIL, LLC, a limited liability corporation organized under the laws of the State of Maine and having a mailing address of 1059 Meadow Road, Casco, Maine 04015 (hereinafter "Grantee"), with WARRANTY COVENANTS, the land in the Town of Windham, County of Cumberland, and State of Maine, described as follows:

See attached Exhibit A.

WITNESS our hands and seals this 4th day of the month of June, 2015.

SIGNED, SEALED AND DELIVERED in the presence of:

Edward A. Keef

Edward A. Keef

Sherron M. Keef

Sherron M. Keef

State of Maine)
) ss.
Cumberland County)

June 4, 2015

Then personally appeared the above-named Edward A. and Sherron M. Keef and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Attorney at Law

David C. Dow

Print Name

EXHIBIT A

A certain lot or parcel of land together with the buildings thereon, on the northerly side of Route 115 in the Town of Windham, County of Cumberland, and State of Maine, and bounded and described as follows:

Beginning at a point on the northerly sideline of Route 115 and the southeasterly corner of land now or formerly owned by Roy A. Clark as described in a deed recorded in the Cumberland County Registry of Deeds in Book 6599, Page 267;

Thence southeasterly along said Route 115 one hundred forty-nine (149) feet, more or less, to a point on the southwest corner of land now or formerly owned by Stanley Malinowitz as described in a deed recorded in said Registry of Deeds in Book 4413, Page 109;

Thence northerly along the border of said Malinowitz land two hundred forty-five (245) feet, more or less, to the southeasterly corner of land now or formerly owned by Ross Donahue as described in a deed recorded in said Registry of Deeds in Book 2618, Page 403;

Thence westerly along the border of said Donahue property, one hundred twenty-nine and six tenths (129.6) feet, more or less, to a point on the northeasterly corner of said Clark lot;

Thence southwesterly, one hundred thirty-five (135) feet, more or less, along said Clark lot;

Thence southeasterly one hundred twenty (120) feet, more or less, along said Clark lot to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises as conveyed to the Grantors herein by deed of Jonathan N. Burnham dated August 23, 2001 and recorded in the Cumberland County Registry of Deeds in Book 16670, Page 011.

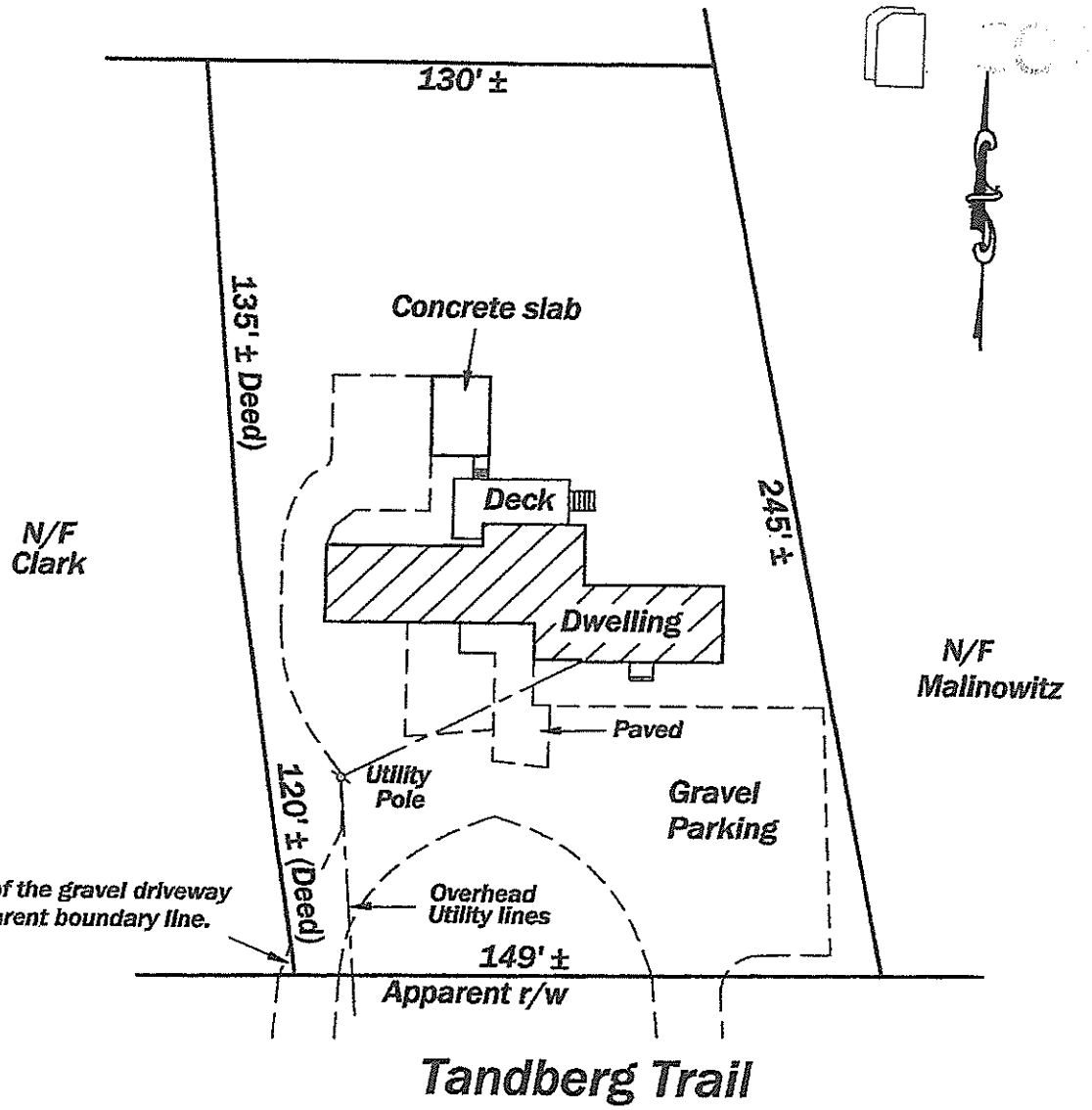
Preparer of deed does not certify title. EAK 5.22.15

Received
Recorded Register of Deeds
Jun 09,2015 09:54:19A
Cumberland County
Nancy A. Lane

THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE RECORDED OR USED IN LOCATING BOUNDARIES

ADDRESS: 102 Tandberg Trail
Windham, Maine

INSPECTION DATE: 5/28/2015
SCALE: 1" = 50'



Note: A portion of the gravel driveway crosses the apparent boundary line.

THE DWELLING DOES NOT HORIZONTALLY SCALE IN A SPECIAL FLOOD HAZARD AREA PER FEMA COMMUNITY MAP: 230189 PANEL: 15C ZONE: C DATE: 9/2/1981

THE DWELLING IS IN COMPLIANCE WITH MUNICIPAL ZONING SETBACKS.

OWNER: Edward A. Keef & Sherron M. Keef
APPLICANT: Dennis Strout (102 Tandberg Trail, LLC)
REQUESTING PARTY: Dow's Law Office, P.A.
LENDER: Norway Savings Bank
FILE #: D1143-2015
MUNICIPAL REFERENCE:
MAP: 18 BLOCK: LOT: 31-2
TITLE REFERENCE:
DEED BOOK: 16670 PAGE: 11 COUNTY: Cumberland
PLAN BOOK: PAGE: LOT:

THIS INSPECTION IS FOR MORTGAGE LENDER USE ONLY. ITS SPECIFIC PURPOSE IS TO RENDER AN OPINION ON COMPLIANCE WITH MUNICIPAL ZONING SETBACKS AND ZONE LOCATION ON THE FEMA FLOOD MAPS FOR THE EXISTING DWELLING AND ACCESSORY STRUCTURES. THERE ARE NO MONUMENTS SET OR MARKINGS MADE IN THE FIELD TO DEPICT THE LOCATION OF TITLE OR EASEMENT BOUNDARIES. THE LOCATION OF THE IMPROVEMENTS SHOWN ARE APPROXIMATE AND SHOULD NOT BE USED TO OBTAIN A BUILDING PERMIT. DISTANCES SHOWN ARE TAKEN FROM THE PROVIDED TITLE REFERENCES. SEE TITLE REFERENCES FOR ANY APPURTENANCES. A BOUNDARY SURVEY IS RECOMMENDED FOR AN ACCURATE LOCATION. THIS INSPECTION MAKES EXCEPTION TO ALL THE TECHNICAL STANDARDS ESTABLISHED BY THE STATE OF MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. LOCATION OF WETLANDS ARE NOT DETERMINED AND ANY SHOWN ARE TAKEN FROM THE PROVIDED REFERENCES. COMPLIANCE TO DEEDED COVENANTS AND RESTRICTIONS NOT DETERMINED.

MORTGAGE LOAN INSPECTION PLAN

FLYNN LAND SURVEYING, LLC
136 PLAINS ROAD
RAYMOND, MAINE 04071
207 329-9913

STATE OF MAINE
CHRISTOPHER J. FLYNN
12291
PROFESSIONAL LAND SURVEYOR

JOB NUMBER: 1566

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule A	POLICY NUMBER **5011400-1141935e**

Name and Address of Title Insurance Company:
FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

Agent File No.: D1143-2015
NonResidential
Loan No.: N/A
Address Reference: 102 Tandberg Trail, Windham, ME 04062
Amount of Insurance: $ 295,000.00
Lender's Amount of Insurance: $ 236,000.00
Date of Policy: 06/09/2015 @ 9:55 AM

Loan Policy No.: 5011300-1644488e
Premium: $ 522.00

Please complete the requested information if the insured premises is covered by any prior FATIC Policy(ies):
Policy No(s):
Amount(s) of Insurance: $ 0.00

AUTOMATIC INFLATION CLAUSE: This policy amount will automatically increase by 10% of the amount shown above on each of the first five anniversaries of the policy date with respect to residential policies.

NOTE: A Loan Policy on the encumbrance described in this Schedule has been issued naming as the Insured: Norway Savings Bank

1. Name of Insured:

   102 Tandberg Trail, LLC

2. The estate or interest in the Land that is insured by this policy is: Fee Simple
3. Title is vested in:

   102 Tandberg Trail, LLC
4. The Land herein described is encumbered by the following mortgage, and the assignment thereof, if any:

   Mortgage from 102 Tandberg Trail, LLC to Norway Savings Bank in the original principal amount of $236,000.00, dated 06/04/2015, and recorded with Cumberland County Registry of Deeds on 06/09/2015 in Book 32331, Page 272 .

5. The Land referred to in this Policy is described as follows:

   102 Tandberg Trail
   known as Unit _____ of the _____ Condominium,
   Lot No(s). _____ in the _____ Subdivision,
   in the City/Town of Windham, County of Cumberland,
   State of Maine and is described as set forth in Exhibit A attached hereto and made a part hereof.

Dow's Law Office, P.A.
Agency Name

By: _____
Authorized Countersignature David C. Dow

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule B	POLICY NUMBER **5011400-1141935e**

Agent File No.: D1143-2015
Owner's Policy No.: 5011400-1141935e
Loan Policy No.: 5011300-1644488e

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
4. The mortgage, if any, referred to in Item 4 of Schedule A. (This exception does NOT apply to Loan Policies)
5. Liens for taxes and assessments which become due and payable subsequent to the date of policy.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
7. Notice of Layout and Taking to the State of Maine dated August 27, 2003 and recorded in the Cumberland County Registry of Deeds in Book 20239, Page 190.
8. Any exception, reservation, restriction, easement or condition as set out in the attached Exhibit A.

INITIAL FOR IDENTIFICATION

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Exhibit A	

Agent File No.: D1143-2015
Owner's Policy No.: 5011400-1141935e
Loan Policy No.: 5011300-1644488e

The Land referred to herein below is situated in the County of Cumberland , State of Maine ,
and is described as follows:

A certain lot or parcel of land together with the buildings thereon, on the northerly side of Route 115 in the Town of Windham, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the northerly sideline of Route 115 and the southeasterly corner of land now or formerly owned by Roy A. Clark as described in a deed recorded in the Cumberland County Registry of Deeds in Book 6599, Page 267; thence southeasterly along said Route 115 one hundred forty-nine (149) feet, more or less, to a point on the southwest corner of land now or formerly owned by Stanley Malinowitz as described in a deed recorded in said Registry of Deeds in Book 4413, Page 109; thence northerly along the border of said Malinowitz land two hundred forty-five (245) feet, more or less, to the southeasterly corner of land now or formerly owned by Ross Donahue as described in a deed recorded in said Registry of Deeds in Book 2618, Page 403; thence westerly along the border of said Donahue property, one hundred twenty-nine and six hundredths (129.6) feet, more or less, to a point on the northeasterly corner of said Clark lot; thence southwesterly, one hundred thirty-five (135) feet, more or less, along said Clark lot; thence southeasterly one hundred twenty (120) feet, more or less, along said Clark lot to the point of beginning.

First American Title™	Commitment for Title Insurance
	ISSUED BY **First American Title Insurance Company**
Schedule B	

File No.: D1143-2015

EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Real estate taxes and municipal charges as follows: Real estate taxes and municipal charges which may constitute liens.
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
7. Mortgage to Bar Harbor Banking and Trust Company in the amount of $192,000.00 dated August 23, 2001 and recorded at Book 16670, Page 13. NOTE: Based on the aparent Discharge on record (Book 19642, Page 246) this policy insures against loss or damage based upon an assertion of a mortgage interest by Bar Harbor Banking and Trust Company, or its sucessors and assigns.
8. Mortgage to Countrywide Home Loans, Inc. (MERS) in the amount of $284,350.00 dated September 22, 2006 and recorded at Book 24410, Page 37.
9. Mortgage to Countrywide Bank, N.A. in the amount of $35,000.00 dated February 15, 2007 and recorded at Book 24860, Page 16.
10. Notice of Layout and Taking to the State of Maine dated August 27, 2003 and recorded in the Cumberland County Registry of Deeds in Book 20239, Page 190.
11. Any exception, reservation, restriction, easement or condition as set out in the attached Exhibit A.

First American Title™	Owner's Policy of Title Insurance
	ISSUED BY **First American Title Insurance Company**
Owner's Policy	POLICY NUMBER **5011400-1141935e**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: D1143-2015

Issued By:

Dow's Law Office, P.A.
266 Main Street, P.O. Box 349
Norway, ME 04268

(This Policy is valid only when Schedules A and B are attached)

This Jacket was created electronically and constitutes an original document

Copyright 2006-2009 American Land Title Association. All rights reserved. The use of this form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
      (i) the occupancy, use, or enjoyment of the Land;
      (ii) the character, dimensions, or location of any improvement erected on the Land;
      (iii) the subdivision of land; or
      (iv) environmental protection;
      or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. **DEFINITION OF TERMS**

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying theTitle

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. **CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. **NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. **PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. **DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, an

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY
   (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
   (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
   (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
    All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
11. LIABILITY NONCUMULATIVE
    The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
12. PAYMENT OF LOSS
    When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
    (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
    (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
14. ARBITRATION
    Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
    (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
    (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
    (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
    (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
16. SEVERABILITY
    In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
17. CHOICE OF LAW; FORUM
    (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
    Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
    (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
18. NOTICES, WHERE SENT
    Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**