Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 03/06/17

WARRANTY DEED
(Maine Statutory Shot Form)

KNOW ALL PERSONS BY THESE PRESENTS that **TPO PROPERTIES, LLC**, a Maine Limited Liability Company, with a place of business in the Town of Falmouth, County of Cumberland, State of Maine, for consideration paid **GRANTS** with warranty covenants to: **BRANDON M. GERVAIS**, whose mailing address is 7 Marion St., Lewiston, Maine 04240.

The following real estate situated in the City of Portland, County of Cumberland, State of Maine, described as follows:

Lot 12 as shown on a plan entitled "Subdivision Recording Plan 1 Old Barn Estates Ocean Ave. & Ledgewood Drive, Portland and Falmouth, Maine" made for TPO Properties, LLC, 30 Ledgewood Drive, Falmouth, Maine by Cullenberg Land Surveying, 892 Old Danville Road, Auburn, Maine 04210, dated February 8, 2013, last revised 3/19/13, recorded in the Cumberland County Registry of Deeds in **Plan Book 213, Page 200**, and a plan entitled "Old Barn Estates 1062 Ocean Avenue, Portland, Maine Subdivision Plan Recording Plan 2 of 2," prepared by Land Design Solutions, P.O. Box 316, 160 Longwoods Road, Cumberland, Maine 04081, dated May 2012, last revised 3/15/13, and recorded in the Cumberland County Registry of Deeds in **Plan Book 213, Page 201** (hereinafter "the Plans"), to which plans reference is hereby made for a more particular description of the lot herein described.

SUBJECT, HOWEVER, the following:

1. All general notes, easements, facts and other matters shown on "Subdivision Recording Plan 1 Old Barn Estates Ocean Ave. & Ledgewood Drive, Portland & Falmouth, Maine" and "Old Barn Estates 1062 Ocean Avenue, Portland, Maine Subdivision Plan Recording Plan 2 of 2," (hereinafter "Old Barn Estates"), recorded in the Cumberland County Registry of Deeds in Plan Book 213, Page 200 and Plan Book 213, Page 201 respectively.

2. The Declaration of Restrictions and Covenants, Old Barn Estates recorded in the Cumberland County Registry of Deeds in Book 31011, Page 232, which are incorporated by reference as if fully set forth herein.

3. Grantee(s) for themselves, their heirs, successors, and assigns, by acceptance of this Deed shall become members of the Old Barn Estates Homeowners Association whose Bylaws dated May 23, 2013, are recorded in the Cumberland County Registry of Deeds in Book 30668, Page 61.

4. The "Tree Save" areas depicted on Lots 2, 3, 4, 5, 6, 7, 8, and 16, shall be subject to the restrictions and limitations described herein which shall run with the land, and, unless the owner of said Lot(s) obtains the prior written approval from the City of Portland, Maine, the Tree Save areas shall remain undeveloped in perpetuity. Said restrictions and limitations shall not apply to the removal of invasive species, tree hazards and the creation of fill slopes associated with the construction of subsurface waste water disposal system leach fields (see Plan C-101 for

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re-vegetation of full slopes). Tree Save area shall be identified by the Lot owner on each lot pric to the commencement of construction.

a. No soil, loam, peat, sand, gravel, concrete, rock, or other mineral substance, refuse, rash, vehicle bodies or parts, rubbish, debris, junk, waste, pollutants, or other fill material may be placed stored or dumped on the Tree Save Area, nor may the topography of the area be altered or manipulated in any way.

b. No undergrowth, ground cover vegetation, leaf litter, organic duff layer or mineral soil may be disturbed.

c. No trucks, cars, dirt bikes, all-terrain vehicles, or other motorized vehicles or mechanical devices may be permitted in the Tree Save Area.

d. No trees may be cut or sprayed with biocides except for the normal maintenance of dead, windblown or damaged trees and, for pruning of tree branches below a height of 12 feet provided two thirds of the tree's canopy is maintained.

e. No building or other temporary or permanent structure may be constructed, placed, or permitted to remain on the Tree Save Area except for a sign, utility pole, or fence.

f. Any level lip spreader directing flow to the Tree Save Area must be regularly inspected and adequately maintained to preserve the function of the level spreader.

g. The re-vegetation of leach field fill slopes and the removal of tree hazards and invasive species, are the responsibility of the individual lot owner.

5. The "No Disturb Storm Water Buffer" areas as depicted on Lots 3, 4, 5, 6, 9, 10, 11, 12, 13, and 16 of Old Barn Estates, shall not be disturbed with the exception of the removal of invasive species, tree hazards and the fill slopes associated with the construction of the subsurface waste water disposal systems and for re-vegetation of said fill slopes as shown on Plan C-101. Storm water buffer areas shall be identified on each lot prior to the commencement of construction. The re-vegetation of leach field slopes is the responsibility of the individual lot owner.

6. A trail easement from TPO Properties, LLC to the Falmouth Land Trust as shown on the Plans to be recorded in the Cumberland County Registry of Deeds.

7. Those rights and easements granted to the City of Portland, and Town of Falmouth dated May 23, 2013, and recorded in the Cumberland County Registry of Deeds in Book 30668, Page 76.

8. Certain rights and easements granted by TPO Properties, LLC to the Old Barn Estates Homeowners Association, by deed dated May 23, 2013, and recorded in the Cumberland County Registry of Deeds in Book 30668, Page 78.

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For Grantor's source of title, reference is made to a deed from the Estate of Dale Williams to TPO Properties, LLC dated September 30, 2011, recorded in the Cumberland County Registry of Deeds in Book 29002, Page 153, and from MECAP, LLC to TPO Properties, LLC dated June 29, 2011, and recorded in said registry of deeds in Book 28797, Page 218.

IN WITNESS WHEREOF, Timothy P. O'Donovan, a Member and duly authorized representative of TPO Properties, LLC has hereunto set his hand and seal this 2 day of December, 2016.

TPO Properties, LLC

Witness

By: Timothy P. O'Donovan
Its: Member

STATE OF MAINE
CUMBERLAND, ss.

December 2, 2016

Personally appeared the above named Timothy P. O'Donovan and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of TPO Properties, LLC.

Notary Public/Attorney at Law

MISTY KASHMER
MY COMMISSION EXPIRES JULY 13, 2022
NOTARY PUBLIC
MAINE

CITY OF PORTLAND, MAINE · RESURGAM
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American Land Title Association

ALTA Settlement Statement - C
Adopted 05-

File No./Escrow No.: 2016-45044
Print Date & Time: 11/30/2016 4:41 PM
Officer/Escrow Officer: Misty Kashmer
Settlement Location: Phenix Title, 119 Middle St., Portland ME 04101

Phenix Title Services, LLC - Portland

119 Middle Street
Portland, ME 04101

Property Address: 21 Ice Pond Drive Lot #12, Portland, ME 04103
Buyer: Brandon M. Gervais
Seller: TPO Properties, LLC
Lender: Sanford Institution for Savings

Settlement Date: December 2, 2016
Disbursement Date: December 2, 2016
Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	100,000.00	Sale Price of Property	100,000.00	
		Deposit TPO Properties, LLC		2,000.00
		Borrower's Loan Amount		296,000.00
2,000.00		Excess Deposit		
		Prorations/Adjustments		
	134.51	City/town taxes from 12/02/2016 to 12/31/2016	134.51	
		Loan Charges to Sanford Institution for Savings		
		Construction Inspection fees to Sanford Institution for Savings	1,450.00	
		Processing fee to Sanford Institution for Savings	945.00	
		Appraisal Fee to Atlantic Certified Appraisals ($495.00 POCB)		
		Appraisal Management Company Fee to Property Valuation Services Inc ($105.00 POCB)		
		Credit Report to Birchwood Credit Services Inc	33.00	
		Flood Determination fee to ServiceLink ($11.00 POCB)		
		Other Loan Charges		
		Homeowner's Insurance to Andover Companies ($698.00 POCB)		
		Impounds		
		Title Charges & Escrow / Settlement Charges		

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Seller		Description	Borrower/Buy	
Debit	Credit		Debit	C
		Title - Settlement Agent Fee to Phenix Title Services, LLC - Portland	945.00	
		Title - Owner's title insurance (Optional) to Stewart Title Guaranty Company	718.00	
		Title - Lender's title insurance to Stewart Title Guaranty Company	620.00	
		Title - Closing Protection Letter Fee to Stewart Title Guaranty Company	25.00	
		Title - Class D Survey to Livingston-Hughes Surveyors	225.00	
		Commission		
3,000.00		Real Estate Commission 3,000.00 to The Maine Real Estate Network Falmouth		
2,500.00		Real Estate Commission 2,500.00 to Better Homes and Gardens Masiello Group- Auburn		
		Government Recording and Transfer Charges		
		Recording Fees	98.00	
220.00		State tax/stamps to State of Maine	220.00	
		Payoff(s)		
		Construction Holdback to SIS	275,297.00	
		Miscellaneous		
25.00		Tax Certification fee to City of Portland		
Seller			**Borrower/Buyer**	
Debit	**Credit**		**Debit**	**Credit**
7,745.00	100,134.51	**Subtotals**	380,710.51	298,000.00
		Due From Borrower	82,710.51	
	92,389.51	Due To Seller		
		Totals		

BG
T.PD.

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Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all rec and disbursements made on my account or by me in this transaction and further certify that I have received a copy of ALTA Settlement Statement. We/I authorize Phenix Title Services, LLC - Portland to cause the funds to be disbursed in accordance with this statement.

Brandon M. Gervais

TPO Properties, LLC, By: Timothy P. O'Donovan, Managing Member

Escrow Officer

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