

November 2010

Duplicate Originals
Via U.S. Mail

Wiscasset, ME 04578

**RE: Wiscasset Route 1 Bypass
Confirmation of Engagement**

Dear _____

Thank you for requesting Preti Flaherty Beliveau & Pachios, LLP (the “Firm”) to represent you in the above-referenced matter. We are pleased that you have asked to engage the Firm to act as your legal counsel. At the outset of each new engagement, it is our practice to confirm in writing the nature and scope of our legal services and the business terms and conditions of our relationship. With respect to this particular engagement, we understand these to be as follows:

1. Client. Our client in this matter is _____ (the “Client”). We are not being engaged to represent, and we will not represent, any other person or entity in connection with this matter except as we may hereinafter expressly agree in writing.
2. Professional Undertaking. We are being engaged to represent the Client as legal counsel with respect to advice concerning the Wiscasset Route 1 Bypass and negotiation with Maine Department of Transportation (“MDOT”). As discussed, we will provide notice to MDOT (pursuant to L.D. 767) for a flat fee of \$250.00. Work thereafter will be billed hourly. . We can not and will not lobby against the Bypass route commonly known as “N8c”; we can not and will not lobby for any other Bypass route.
3. Matter Responsible Attorney; Hourly Rates and Fees. Michael L. Lane will be your primary contact at the Firm and will have general responsibility for all aspects of our relationship. The attorneys and/or paralegals whom we expect will initially be working on your behalf in this matter, along with their hourly rates for this matter, are listed below. We reserve the right to utilize the services of other attorneys and paralegals as necessary or appropriate. Please be advised that hourly rates are subject to adjustment in

accordance with the General Terms and Conditions of Engagement which is attached hereto as Exhibit A.

Michael L. Lane, Esq.	\$255.00
Carrie M. Logan, Esq.	\$175.00
Tarilyn Thorso, Paralegal	\$125.00

4. Commencement of Engagement. Our representation of you in this engagement will commence immediately. Please countersign and return this engagement letter as soon as possible. A fax or PDF of your signature is acceptable for this purpose as long as it is followed-up with immediate delivery of your original signature. If we do not receive the countersigned engagement letter within ten (10) days of the date hereof, we reserve the right to suspend all work. Work will not re-commence unless and until we receive your countersignature on this letter.
5. Interest on Overdue Invoices. We reserve the right to charge interest on unpaid invoices as set forth in Exhibit A.
6. General Terms and Conditions. Other material terms and conditions of this engagement are set forth in the General Terms and Conditions of Engagement attached hereto as Exhibit A and incorporated herein by this reference. Your acceptance of this engagement letter also constitutes your acceptance of and agreement to abide by the attached General Terms and Conditions of Engagement. If any of these are not acceptable to you, please advise us now so that we may resolve any differences and proceed with this engagement with a clear understanding of the essential terms of our business relationship.

If you have any questions at all concerning this engagement letter, including the attachment, please contact me immediately. You should retain this engagement letter for your records.

Please understand that while we cannot guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve your interests in this engagement effectively, efficiently and responsibly while endeavoring to accomplish your goals and objectives.

We appreciate your business and your confidence in this Firm and we look forward to working with you on this matter.

Sincerely yours,



Michael L. Lane

MLL:kgw

November 2010

VIA US MAIL

Toni Kemmerle, Esq., Chief Counsel and Director
Gerry Audibert
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016

DRAFT

RE: NOTICE PURSUANT TO 23 M.R.S. § 153-C

Dear Ms. Kemmerle and Mr. Audibert:

On May 24, 2010, the Army Corps of Engineers (the "Corps") issued a letter stating its determination of the Least Environmentally Damaging Practicable Alternative ("LEDPA") bypass route resulting from the Wiscasset Route 1 Corridor Study (the "Study"). Specifically, the Corps selected alternative alignment N8c as the preferred bypass route.

Based upon "The N8c LEDPA Alignment Map" posted on July 15, 2010 on the Maine Department of Transportation's ("MDOT") Website devoted to the Study, _____ have reason to believe that their property located in Wiscasset, Maine and depicted on Wiscasset Tax Map _____ (Lincoln County Registry of Deeds Book Page _____ the "Property") will be affected by the limits of the final bypass right of way as determined by the LEDPA (the "Bypass").

Pursuant to 23 M.R.S. § 153-C, notice is hereby given that _____ request that MDOT acquire the portion or portions of the Property determined necessary for the Bypass ("Affected Property"). Accordingly, the Affected Property must be acquired at fair market value by MDOT on or before May 24, 2012, unless otherwise extended in accordance with law.

Please do not hesitate to contact me directly should you have further questions. I look forward to your prompt response.

Sincerely yours,

Michael L. Lane

DRAFT

EXHIBIT A

PRETI FLAHERTY BELIVEAU & PACHIOS, LLP

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

The following policies regarding fees and other charges apply to our performance of legal services on behalf of our clients, unless other arrangements are made in writing.

1. **Compensation; Hourly Rates.** Consistent with ethical standards applicable to Maine, New Hampshire and Massachusetts lawyers, we charge reasonable fees for our legal services. Numerous factors go into the establishment of a reasonable fee, and the primary factor will normally be our hourly rates applicable to this particular matter and the number of hours expended. Our hourly rates vary in accordance with the experience and expertise of the person performing a particular service. We review our hourly rates periodically and reserve the right to adjust our rates in this matter. All timekeepers maintain time records to record time expended. Although hourly rates are the primary factor used in computing a reasonable fee, additional factors may be considered, including the following:
 - The novelty, difficulty and complexity of the questions involved, and the skill and expertise requisite to perform the legal service properly;
 - The responsibility assumed, the amount involved and the results obtained;
 - The fee customarily charged in the locality for similar legal services;
 - The experience, reputation and ability of the lawyer performing the services;
 - The nature and length of the professional relationship with the client;
 - The efficiency with which results are obtained;
 - The time limitations imposed by the client or by the circumstances; and
 - The extent to which a project precludes us from accepting other legal work.

2. **Expenses; Disbursements.** We also charge for the following items, among others, incurred in connection with a particular matter:
 - Long distance telephone calls and telecopies;
 - Photocopies;
 - Travel expenses and meals when necessary;
 - Parking and mileage;
 - Special delivery, courier, express delivery, and extraordinary mailing costs;
 - Computer research;
 - Document management systems;
 - Experts, consultants and third-party vendors;
 - Court costs and docket fees; and

- UCC filing and registry recording fees.

For disbursement items that exceed \$500.00, we reserve the right to transmit invoices to a client for direct payment. For lesser disbursements, we will generally advance the amount and include a charge for reimbursement in our statement. Extraordinary expenses will not be incurred, except in emergency situations, without a client's specific authorization.

3. **Invoices; Payment; Interest on Past Due Invoices.** We will normally submit monthly statements for our fees for services and other charges. These statements will contain a detailed description of the services performed, and other charges. If a client's special needs require a particular form of statement, we will make every reasonable effort to fill those needs. We welcome the opportunity to discuss our statements with a client or answer any questions a client has. We are proud of the promptness with which we attend to our clients' legal needs and ask that our clients reciprocate by promptly remitting payment of our statements. If an account remains unpaid, we reserve the right, consistent with ethical requirements, to withdraw from representation or to suspend work until the account is brought current. All of the Firm's invoices are due and payable on receipt. The Firm reserves the right to add interest charges of one percent (1%) per month, compounded monthly, on all balances not paid within thirty (30) days of the invoice date. If you do not adhere to these payment arrangements, the Firm reserves the right to require additional security or revise the terms and conditions of this engagement.
4. **Deposits.** We reserve the right to request an appropriate deposit as security for payment of our fees and other charges. This deposit, unless it is applied to outstanding invoices, will be held by us as security for your payment of our invoices from other funding sources. In the event the deposit is utilized to cover any unpaid invoices, we reserve the right to require that the deposit be replenished. Any unapplied balance remaining from the deposit at the conclusion of a project after payment of all invoices will be promptly sent to you.
5. **Collection.** If we are required to resort to judicial proceedings to collect or recover from you any monies which may be due to us in respect of this engagement, whether for professional fees, costs and expenses advanced or incurred by us on your behalf, or otherwise, we shall also be entitled to collect and recover from you in such proceedings all costs and expenses incurred by us in the prosecution of such proceedings, including the reasonable attorneys' fees and expenses of our counsel in such proceedings, whether such counsel be our own attorneys or separate (outside) counsel. You also have the right to have fee disputes resolved by arbitration in accordance with Maine law.
6. **Estimates.** Although we may from time to time respond to a client request for an

estimate of the amount(s) of professional fees and/or costs and expenses that may be incurred in an engagement, or on a particular task or undertaking in furtherance of an engagement, such estimates, even though given by us in good faith and on the basis of our best judgment when given, are inherently inexact and are always subject to unforeseen contingencies and changed facts and/or circumstances. Accordingly, we cannot and will not be bound by any such estimates, and will not, except to the extent that we may expressly agree in writing at the time such estimate is given, limit our compensation to the amount(s) of any such estimates.

7. **Communication and Cooperation.** In furtherance of this engagement, we will render professional services and provide legal counsel to you in accordance with the terms of this engagement letter in reliance upon the information and guidance which you provide to us concerning your objectives in this engagement. In order to enable us to effectively represent you in this engagement, you agree to cooperate fully with us in all matters relating to this engagement and to fully and truthfully disclose to us all facts, documents, materials and information that may be relevant to this engagement or that we may otherwise reasonably request in connection therewith. You also agree to make yourself reasonably available to communicate and confer with us and to attend meetings, conferences, hearings, depositions, trials, arbitrations, mediations and other proceedings as may be deemed necessary from time to time given the nature of this engagement and your objectives regarding the same. Your failure to communicate and cooperate with us in these respects could have an adverse effect on our ability to effectively and efficiently represent your interests in this matter and may require that we suspend the rendition of further services in respect of, or entirely withdraw from, this engagement.

Throughout this engagement, we will endeavor to keep you apprised of and informed about all significant developments and regularly communicate and consult with you about the status and progress of this engagement and the manner in which it is being handled on your behalf. If there are limitations on how you would like for us to communicate with you in that regard, please advise us of your preference(s) as to acceptable methods of communication. For example, some methods of communication, such as facsimile transmissions or e-mail correspondence may not be convenient for some clients or may be considered to compromise confidentiality or otherwise present greater risk of interception than other methods of communication. We will, of course, make every reasonable effort to accommodate your expressed preferences in that regard. However, unless you notify us, in writing, to the contrary, we will assume that you agree and consent to our communication with you by facsimile transmission and/or e-mail correspondence, as well as by telephone, regular mail and/or overnight courier services, as appropriate to the circumstances.

With respect to e-mail communications to us, you should be aware that, in order

to preclude or reduce “spam” e-mail and prevent “viruses” from entering our computer network, we are currently utilizing computer software and have engaged the services of an independent third-party contractor to filter our incoming e-mail correspondence. This filtering process may result in certain incoming e-mail correspondence to us (i.e., that identified as “spam” or suspected of having a “virus”) being quarantined (thus, potentially not received at our site at all) and/or delayed in reaching us. For this reason, we cannot be certain that we will receive all e-mail correspondence and/or that we will receive it in a timely manner. Therefore, you should consider sending communications to us which are particularly important or time-sensitive via means other than e-mail.

8. **Limitations on Engagement.** Unless otherwise expressly stated herein, it is understood and agreed that you, the client, are not relying upon us for business, investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

9. **Conflicts of Interest.** This Firm has represented, and continues to represent, many different individual, partnership, corporate and other organizational clients with various interests in numerous businesses and industries. Accordingly, it is possible that during the course of our representation of your interests in this engagement you may become involved in transactions or disputes with other clients of our Firm in which your interests are or become adverse to the interests of one or more of our other clients, whether present or future. If such a conflict between your interests and those of another of our clients, whether present or future, were to arise, we will promptly notify you of that circumstance as soon as we become aware of the same. However, we reserve the right, on account of any such conflicts of interest, to withdraw from this engagement and represent the interests of another client of this Firm whose interests are in conflict with yours or, if required by the Rules of Professional Conduct, or otherwise deemed by us to be professionally appropriate, to withdraw from the representation of both clients in the particular matter in or with respect to which such conflict of interest arises.

10. **Waiver of Future Conflicts.** It is a condition of our acceptance of this engagement that you understand and agree that this Firm may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that we are handling for you in this engagement, even if the interests of such other client(s) in such other matter(s) may be directly adverse to your interests, and even if such other matters involve or ripen into litigation. You should know, and are hereby advised, that in similar engagement letters with many of our other clients, we have asked for and obtained similar waivers of future conflicts in order to preserve our ability to continue to represent you in similar circumstances. We agree, however, that your prospective agreement and consent to such conflicting representations shall not apply in any instance where, as the result of our

representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client, could be used to your material disadvantage.

11. **Termination or Withdrawal from Engagement.** You have the right to discharge us for any reason at any time on reasonable notice. We have the right to terminate services and withdraw as your counsel on reasonable notice under any of the circumstances provided in the Rules of Professional Conduct, or if any of the preceding terms and conditions are not fulfilled, or if any invoice is not paid within thirty (30) days of issuance.

12. **File Ownership; Client Property.** The file(s) which we may create or generate during the course of this engagement reflecting and/or containing the records and/or work product of our attorneys and support staff in respect of or related to this engagement, whether they be in traditional written/paper (i.e., tangible) form or in more contemporary electronic (i.e., intangible) form, and the contents of such files are the property of and are owned by us. Accordingly, such files shall, at all times, be subject to our continuing retention and/or destruction in accordance with such policies and/or procedures as we may, from time to time, adopt and/or amend. We recognize that you are entitled to the return of all original documents and/or other property or papers that you may have delivered to us. Additionally, we agree to provide you with copies of documents we have received from others on your behalf, as well as other materials not otherwise relatively available to you or that, in our opinion, would be of value to you. If at any time during, or at the conclusion or earlier termination of, this engagement you should determine or believe that our file(s) contain, or that we otherwise have in our possession or under our control, any original signed documents, papers or other property which belongs to you, we strongly recommend that you please specifically identify the same to us and request and obtain delivery and/or return of the same from us promptly, but in any event, not later than ninety (90) days following the conclusion or earlier termination of this engagement, after which we will assume no further responsibility for the same.

13. **File Retention and Destruction.** Upon the conclusion or any earlier termination of this engagement, our file(s) concerning this engagement will be officially closed. However, at that time, upon your request, we will promptly return to you all original signed documents, papers and other property which may then be in our possession or under our control which you specifically identify to us as belonging to you. Our own file(s) pertaining to this engagement, including, without limitation, our attorney work product and any documents, papers or other property belonging to you which you do not specifically request be returned to you, as aforesaid, will initially be retained by us and delivered to the person(s) in our Firm responsible for administering our closed files and records retention program. Ordinarily, we would expect (but, we do not agree) to retain closed files for a minimum of ten (10) years. However, we reserve the right at any time

thereafter and for any reason (including the minimization of unnecessary storage expenses) to continue to retain (either on or off of our premises), or to destroy or to otherwise dispose of, all of such closed file(s), or any portion or portions thereof, or any documents, papers or other property contained therein. We will, of course, accomplish the destruction or other disposition of our closed files in a manner consistent with our professional obligation to preserve the confidentiality of the materials and information contained therein.

14. **Federal Tax Shelter Compliance/Disclosure Obligations.** Although communications between us concerning this engagement (and even the fact of this engagement) are ordinarily protected from disclosure to third parties by the attorney-client privilege, Federal legislation and regulations directed toward the control of “abusive tax shelter transactions” require that lawyers (a) establish and maintain a list of (i) certain types of “reportable transactions” on which they serve as a “material advisor” and (ii) the names of the parties involved in such transactions, and (b) disclose that list to the U.S. Internal Revenue Service (“IRS”) upon the request/demand of the IRS. In certain instances, these new regulations also impose upon lawyers the affirmative obligation (irrespective of any request/demand from the IRS) to report to the IRS certain types of transactions on which they serve as a “material advisor.” These same regulations impose severe financial penalties on lawyers that fail to comply with these regulatory disclosure and/or reporting obligations.

At the outset of this engagement, we do not believe it to be of a type that will impose upon us any list maintenance, disclosure and/or reporting obligations to the IRS under these regulations. However, it is possible that, as this particular engagement progresses and matures, we may reach a contrary conclusion concerning our list maintenance, disclosure and/or reporting obligations to the IRS with respect to the matter or transaction which is the subject of this engagement. Should that circumstance arise, before making any disclosures to or filing any report(s) with the IRS with respect to such matter or transaction, we agree to advise you promptly of our conclusion that the applicable regulations require that we (i) list such transaction and the names of the parties thereto and/or (ii) disclose that list or report such transaction to the IRS.

Because of the severe financial penalties that may be imposed upon us for non-compliance with our disclosure and/or reporting obligations under these regulations and the current lack of clarity as to the applicability and/or impact of the traditional attorney-client privilege doctrine upon our disclosure and/or reporting obligations under these regulations, that circumstance will necessarily create a conflict of interest for us that may preclude us from advising you further as regards your legal right to assert the attorney-client privilege in order to protect that information from our required disclosure and/or reporting of the same to the IRS. Accordingly, should that circumstance (i.e., conflict of

interest) arise, it may be necessary or advisable for you to promptly seek other legal counsel from outside of this Firm to advise you concerning your right(s) and/or the procedure(s) that may be available to you to assert the attorney-client privilege in order to protect that information from our required disclosure or reporting of the same to the IRS.

15. **TerraLex**. Our Firm is a member of TerraLex, which is a network of independent business and commercial law firms located in major cities throughout the world. Members of TerraLex are not engaged in the joint practice of law and do not share fees among themselves. However, our membership in TerraLex provides us and our clients with immediate access to legal resources in other jurisdictions throughout the United States and most foreign countries so that the needs of our clients for legal services elsewhere can be handled virtually anywhere in the world. In addition, our membership in TerraLex affords us and our clients access to and support in virtually any substantive area of legal practice, including those in which our Firm does not ordinarily practice. While we will only utilize the services of another TerraLex firm in connection with the professional services provided to our clients with our client's express knowledge and consent, we want all existing and prospective clients of our Firm to be aware of our membership in TerraLex and its potential benefits to them. Further important information about TerraLex can be obtained at the TerraLex website at www.TerraLex.org.

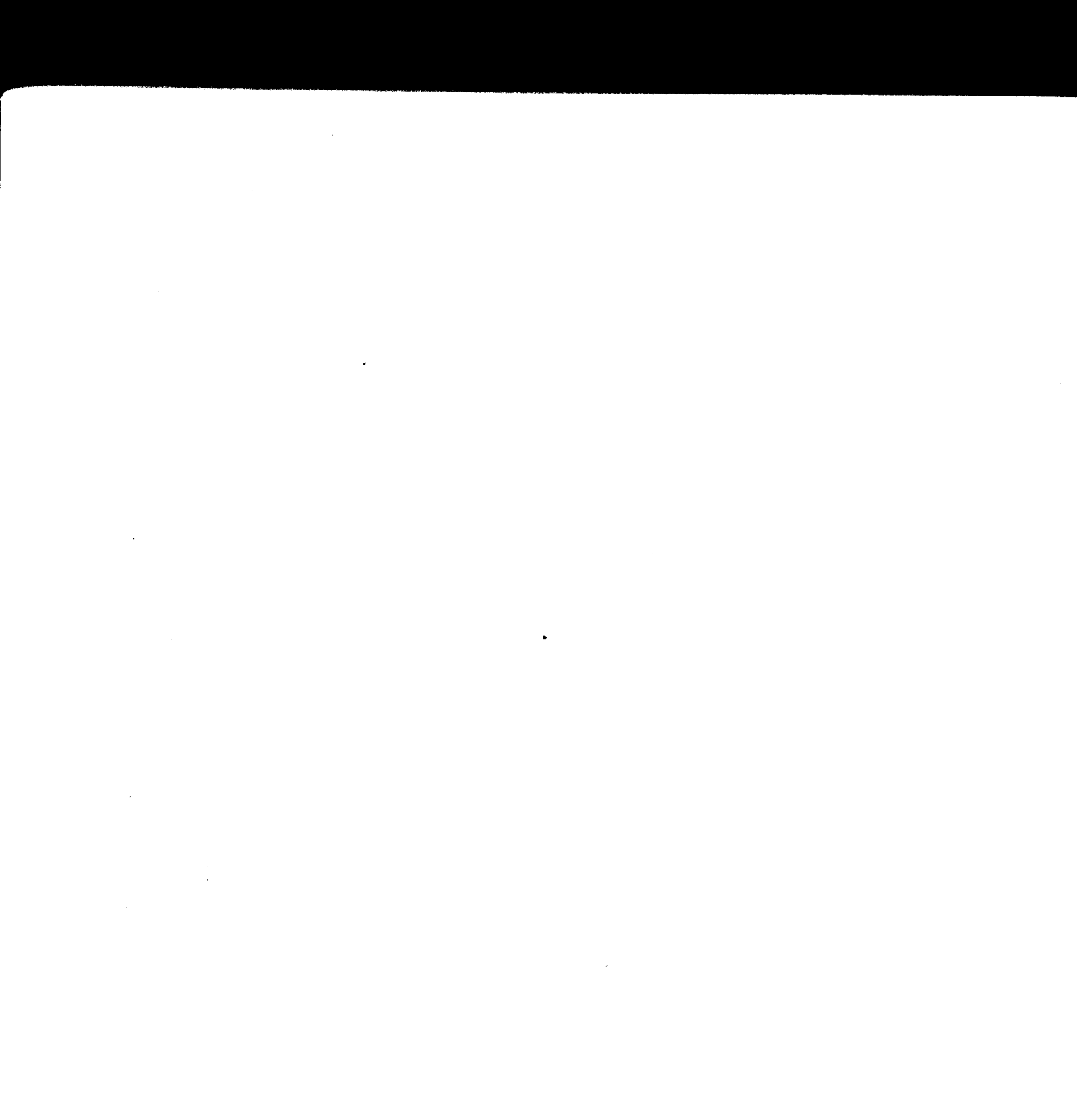
16. **Charter Title Company, LLC**. The Firm owns and operates Charter Title Company ("Charter"). In the course of representing the Client, we may ask Charter to prepare and issue one or more title insurance policies insuring your or your nominee's title to the real property at issue.

In the State of Maine, title insurance underwriters are required to file rates with the Maine Department of Professional and Financial Regulation, Bureau of Insurance. Those rates are set for insured coverage up to and including one million dollars. For transactions in excess of that amount, the rates are negotiated with the underwriters. For these transactions, our practice is to solicit bids from the underwriters in order to obtain the best rate and the best insurance coverage for the property.

Charter Title Company is an agent for several nationwide title insurance companies. These companies were selected by Charter due to their financial strength, reputation in the industry and competitive rates. As an agent for these companies, Charter receives a contractual commission of seventy percent (70%) of the total title insurance premium as compensation for the origination of the business and attending to issuance of commitments, policies and endorsements on behalf of the insurer. This is a standard practice among law firms and title companies in Maine. Our legal review and

advice to you concerning the significance of any exceptions to coverage set forth in any title commitment that is obtained or in resolving any such exceptions is part of our services to you as a law firm and not included in the commission compensation that we receive from the title insurer.

If you have questions concerning the foregoing or would prefer that another title insurance agent be retained to obtain title insurance please let us know. Otherwise, we ask that you sign the acknowledgement below to indicate that you have received this disclosure and consent to use of the firm's title agency to obtain title insurance.



advice to you concerning the significance of any exceptions to coverage set forth in any title commitment that is obtained or in resolving any such exceptions is part of our services to you as a law firm and not included in the commission compensation that we receive from the title insurer.

If you have questions concerning the foregoing or would prefer that another title insurance agent be retained to obtain title insurance please let us know. Otherwise, we ask that you sign the acknowledgement below to indicate that you have received this disclosure and consent to use of the firm's title agency to obtain title insurance.