



Office of Planning & Codes

TO: Wiscasset Selectboard
FROM: Misty Gorski, Town Planner
DATE: November 14, 2012
SUBJECT: ORC Sign Ordinance Updated

The ORC finalized review work on Article III, Sign Ordinance. Based on the input received from the Selectboard on this ordinance they are proposing an amendment that would allow use of non-conforming signs for three years after notification by certified mail from the code enforcement officer acknowledging the sign is not in conformance. This is a change based on recommendation by the Selectboard from the current ordinance requiring all non-conforming signs to be replaced within three years of adoption of the ordinance- without notice by the code enforcement officer. Members of the Board expressed concern about the lack of proper notification acknowledging the change and time period to change the sign.

Under the current ordinance, all non-conforming signs would need to be changed next year. Additionally, the ORC is recommending the option of having one free standing sign, instead of a projecting sign, in the downtown sign district. This would allow businesses that are set back further from the road, like the First or Savings Bank of Maine, to have visible signs in conformance with the ordinance and meet the intent of the downtown sign district ordinance. All free standing signs would still need to meet the size and material requirements of the ordinance and will only be allowed to be placed on the property and not within a right of way or sidewalk area.

ARTICLE III - SIGN ORDINANCE
Proposed Amendments 2012
10-22-12

5. NON-CONFORMANCE (EXISTING SIGNS)

5.1 The use of any sign lawfully in existence at the time of adoption of this Ordinance may continue for no more than three (3) years after notification by Code Enforcement Officer although the sign does not conform to the provisions of this Ordinance. All signs shall be brought into conformance with this Ordinance within three (3) years from the date of ~~adoption of this ordinance~~ notification. Notification shall be sent by Certified Mail.

12. SIGNS WITHIN THE DOWNTOWN SIGN DISTRICT

12.2 Projecting signs shall be permitted only on the front, side and the rear of a building or structure. Signs shall not alter or obscure an architectural feature, component or detail of a structure or building. Interior and window signs shall not result in permanent alteration of any glass surface.

12.3 Signs at the primary entrance shall be limited to one projecting sign or one free standing sign per building and one additional sign for each business that occupies the ground floor of the building. One additional sign shall be permitted at the rear entrance of the building. Each business above the ground floor may have one window sign.



Town of Wiscasset

MEMORANDUM

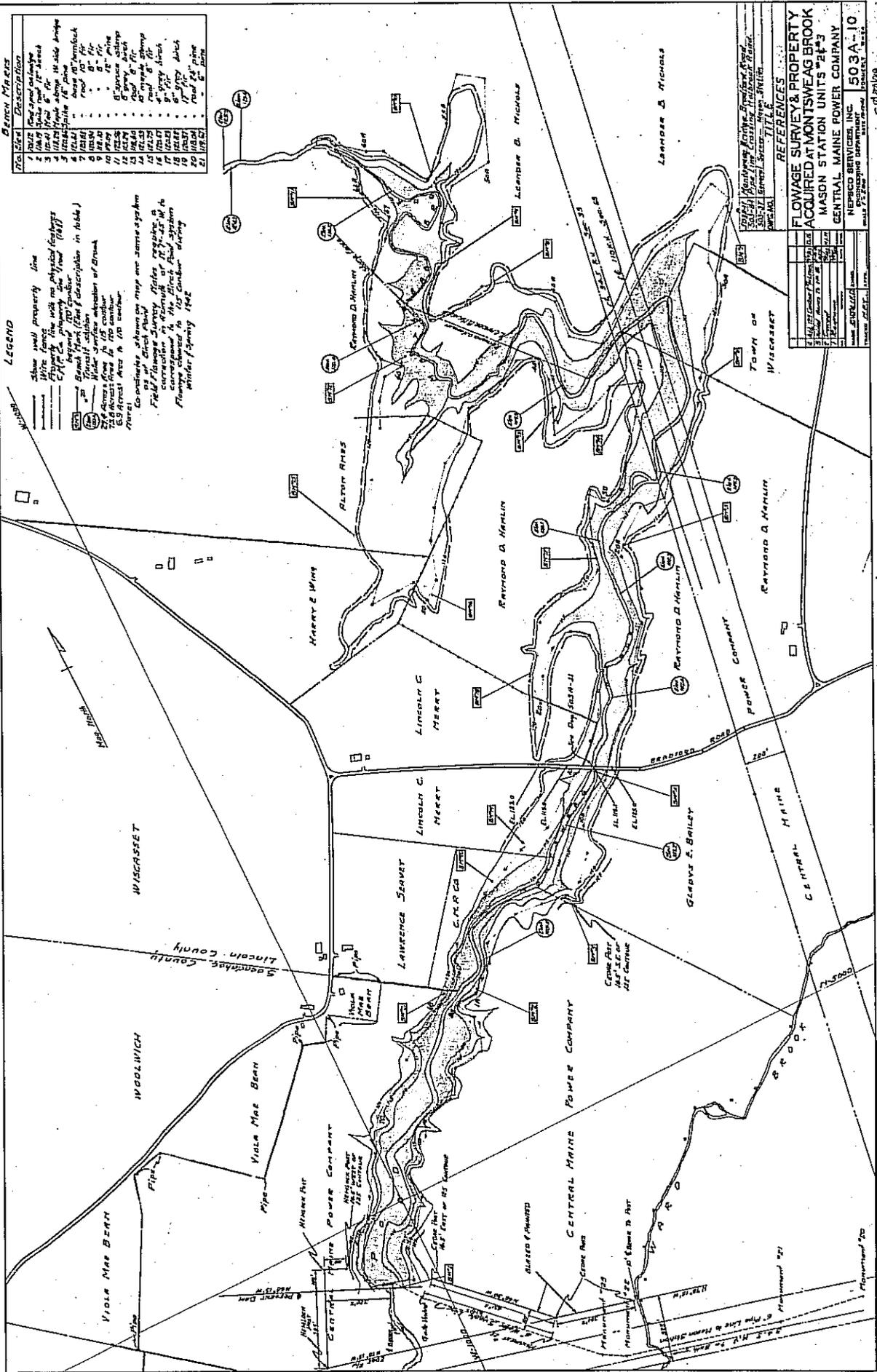
To: Board of Selectmen
Fr: Town Manager
Re: The transfer of the Montsweag Brook Parcel
Dt: November 14, 2012

Attached please find the agreement for conveyance of real property and the amended and restated declaration of covenants and restrictions relative to the Montsweag Brook parcel. When the Town voted to authorize the transfer in June of 2012, the documents were forwarded to the Department of Environmental Protection (DEP) for review. The original transfer was to take place between Central Maine Power and Chewonki Foundation, when the transfer changed to the Town of Wiscasset a final review by DEP was necessary. The review has occurred and Central Maine Power is ready to transfer the property. Once the Board became aware of additional information regarding the maintenance necessary on the dam, the Board brought the vote to the Town for a second time. The Town authorized the acceptance of the parcel in November of 2012. The necessary next step is the Board of Selectmen will need to authorize the Town Manager to execute the document.

LEGEND

- show well property line
 - wire fence with no physical changes
 - C.P. Co. property line from 1942
 - beyond 1942 boundary
 - 20' Broad Road (see description in table)
 - 10' Wide surface extension of Broad Road
 - 15' Wide surface extension of Broad Road
 - 15' Street Area to 100' center
 - 15' Street Area to 100' center
- Co-ordinates shown by map are same system
 Field Notes Survey Notes require a
 correction of amount of 17.75' N. to
 correspond to the State Plane System
 Final Survey of 1942

NO.	AREA	DESCRIPTION
1	100' x 100'	100' x 100'
2	100' x 100'	100' x 100'
3	100' x 100'	100' x 100'
4	100' x 100'	100' x 100'
5	100' x 100'	100' x 100'
6	100' x 100'	100' x 100'
7	100' x 100'	100' x 100'
8	100' x 100'	100' x 100'
9	100' x 100'	100' x 100'
10	100' x 100'	100' x 100'
11	100' x 100'	100' x 100'
12	100' x 100'	100' x 100'
13	100' x 100'	100' x 100'
14	100' x 100'	100' x 100'
15	100' x 100'	100' x 100'
16	100' x 100'	100' x 100'
17	100' x 100'	100' x 100'
18	100' x 100'	100' x 100'
19	100' x 100'	100' x 100'
20	100' x 100'	100' x 100'
21	100' x 100'	100' x 100'
22	100' x 100'	100' x 100'



REFERENCES

1	1942	100' x 100'
2	1942	100' x 100'
3	1942	100' x 100'
4	1942	100' x 100'
5	1942	100' x 100'
6	1942	100' x 100'
7	1942	100' x 100'
8	1942	100' x 100'
9	1942	100' x 100'
10	1942	100' x 100'
11	1942	100' x 100'
12	1942	100' x 100'
13	1942	100' x 100'
14	1942	100' x 100'
15	1942	100' x 100'
16	1942	100' x 100'
17	1942	100' x 100'
18	1942	100' x 100'
19	1942	100' x 100'
20	1942	100' x 100'
21	1942	100' x 100'
22	1942	100' x 100'

Town of Wisconsin

Flowage Survey & Property Acquired at Mounswag Brook Mason Station Units 2-F-3

CENTRAL MAINE POWER COMPANY

NEPCO SERVICES, INC. 503 A-10
 1000 Main Street, Portland, Maine 04101

5-17-1948

AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

THIS AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY (the "Agreement") is made between **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, 04336 ("CMP") and **THE INHABITANTS OF THE TOWN OF WISCASSET**, a body politic with a mailing address of 51 Bath Road, Wiscasset, Maine 04578 ("Town"). The date that this Agreement has been fully executed shall be termed the "Effective Date".

Whereas CMP owns certain lands located in the Town of Wiscasset, Lincoln County and the Town of Woolwich, Sagadahoc County, Maine, being more particularly described in Exhibit A below; and

Whereas CMP desires to convey such lands to the Town pursuant to requirements of State of Maine Department of Environmental Protection Site Location of Development Act and Natural Resources Protection Act Orders, Project Number #L-24620-26-A-N/L-24620-TG-B-N/L-24620-VP-C-N/L-24620-IW-D-N/L-24620-L6-E-N and U.S. Army Corps of Engineers Permit Number #NAE-2008-03017 (the "Orders") relating to preservation of an approximately 22 acre parcel of land southerly of Bradford Road, Wiscasset, Maine now or formerly known as the Montsweag Brook Parcel.

Whereas the Town desires to accept such lands pursuant to stipulations contained in the Orders and in a Declaration of Covenants and Restrictions dated August 5, 2010 and recorded in the Lincoln County Registry of Deeds in Book 4304, Page 54 and the Sagadahoc County Registry of Deeds in Book 3212, Page 136 and as revised July 20, 2012 and recorded in said Registries respectively in Book 4559, Page 95 and Book 3414, Page 1.

Now Therefore, in consideration of the mutual covenants, agreements and promises of the parties, the adequacy of which is acknowledged, CMP agrees to convey and the Town agrees to accept the land and all improvements thereon described on Exhibit A, attached hereto or incorporated herein, (the "Land"), together with any, improvements on the Land or attached thereto and all rights, privileges, easements and appurtenances thereto, including without limitation, CMP's right, title and interest in and to all air rights, and any easements, rights-of-way or other interests in, on, under or to any, highway, street or right-of-way abutting or adjoining the Land; together with the flowage easements described in Exhibit B, attached hereto or incorporated herein, collectively with the Land, the "Property".

1. Inspection Contingency.

- (a) During the term of this Agreement, the Town may, upon reasonable notice to CMP and at the Town's sole cost, expense and risk, examine, investigate and inspect the Property to obtain any and all information that the Town deems appropriate regarding the property, including, without limitation, operating information, environmental conditions, physical nature and condition of the Property.
- (b) CMP will provide to the Town, at no cost to the Town, copies of any of CMP's plans, surveys, environmental reports, title report, inspections and/or maintenance records of the Property ("CMP's Information"). CMP makes no representation or warranty regarding the accuracy or completeness of CMP's Information.

- (c) CMP will pay the reasonable costs of the Town's legal expenses not to exceed Two thousand (\$2,000.00) Dollars.

2. Closing of Conveyance. Delivery of the deed to the Town and acceptance of the deed by the Town (the "Closing") shall occur prior to December 1, 2012 (the "Closing Date"). The precise Closing Date and time shall be mutually agreed upon by CMP and the Town, and the Closing shall take place at a location mutually agreed upon by CMP and the Town.

3. Title and Survey.

(a) CMP shall convey the Property to the Town by good and sufficient Quit Claim with Covenant deed (the "Deed"). Title to the Property shall be good and marketable subject only to zoning restrictions, and such taxes for the current tax year as are not due and payable as of the date of Closing and to any defects of title accepted by the Town.

(b) CMP has performed certain survey work on the Property, a plan of which is recorded in the Lincoln County Registry of Deeds in Plan Book 95, Page 63 and in the Sagadahoc County Registry of Deeds in Plan Book 47, Page 26 and as revised and recorded in said Registries in Plan Book 98, Page 73 and Plan Book 48, Page 36, respectively. The survey work includes the following:

(i) a recordable plan (the "Plan") showing all property lines and monuments that define the Land, retained land of CMP, easements benefiting the Land, the locations of public and private roads, and the locations of reserved or excepted easements on the Land; and

(ii) marking of property lines (blaze and paint).

4. Stewardship Funds. CMP will provide One hundred thousand (\$100,000) Dollars of dedicated funds to the Town to be used for fulfilling stewardship and monitoring obligations.

5. Closing Procedure. The parties shall exchange the following funds and documents on or prior to the Closing Date:

(a) **CMP's Deposits:** The Deed, a FIRPTA affidavit, an underground storage tank notification, an appropriate Maine residency form, a settlement statement and such other documents as may be reasonably necessary or customary to effectuate the Closing.

(b) **Town's Deposits:** Acceptance of the deed pursuant to this Agreement and such other documents as may be reasonably necessary or customary to effectuate the Closing.

6. Prorations and Adjustments.

(a) **Prorated Items.** Property taxes shall be prorated on an as-due basis as of the day of Closing.

(b) **Town's Costs.** The Town shall pay no other costs associated with this sale, except as provided in part (d) below.

- (c) **CMP's Costs.** CMP shall pay for 100% of transfer taxes payable upon recordation, the cost of any surveys required by CMP, the cost of all title insurance required by CMP, and all recording costs.
- (d) Except as provide in 1(c.), above, each party shall be responsible for its own internal costs related to the transaction.

The provisions of this Section shall survive closing.

7. Default. In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. If either party seeks specific performance, that claim shall be brought in the Maine Superior Court. Claims for any other remedy for a default under this Agreement shall be decided by binding arbitration before a single arbitrator selected by the parties. In the event that the parties are unable to agree on an arbitrator within 30 days of a request for appointment of an arbitrator by one party, the party seeking arbitration may submit the arbitration demand to the American Arbitration Association ("AAA") for resolution by a single arbitrator. If court proceedings or arbitration are initiated by either party with respect to this Agreement, the reasonable attorneys' fees of the prevailing party, and all costs of arbitration, if applicable, shall be paid by the non-prevailing party.

8. Brokers / Commissions. There are no listings or cooperating brokers involved in this transaction. CMP is a licensed real estate brokerage agency and employs licensed real estate brokers either directly or a contractors. However, there are no fees or commissions due in connection with this transaction. Each party hereto agrees to hold the other party harmless from and against any and all costs, expenses, claims, losses, or damages, including reasonable attorney's fees, resulting from a violation of their respective representation set forth in this Section. The provisions of this Section shall survive the Closing.

9. Notices. All required notices shall be given in writing, mailed postage prepaid, by certified or registered mail, return receipt requested, by nationally recognized overnight air courier service, by personal delivery or by electronic facsimile to the addresses indicated below, or such other places as the parties may designate in writing to one another:

CMP:
Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336
Attention: Alice Richards
Real Estate Services
Email: alice.richards@cmpco.com
Tel. No.: (207) 626-9817

Town of Wiscasset:
Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578
Attn: Town Manager

Email: townmanager@wiscasset.org
Tel. No.: (207)-882-8200 extension 108

10. Time. Time is of the essence in this Agreement. In any case where a date for performance by either party shall fall on a Saturday, Sunday or holiday, the time for performance shall automatically extend to the next regular business day.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

12. Entire Agreement.

This Agreement (including exhibits) constitutes the entire agreement between the parties with respect to this transaction. This Agreement may not be changed or modified except by instrument in writing signed by the parties.

13. Bind and Inure, Risk of Loss.

The terms, covenants and conditions herein shall bind and inure to the benefit of the successors and assigns of the parties. All risk of loss to the Property prior to the Closing shall be on CMP.

14. No Assignment.

Neither party may assign its rights in and to this Agreement without the prior written consent of the other party, except to affiliates of CMP and the Town, respectively and, furthermore, it is agreed and understood that any merger of CMP or the Town with another company or agency shall not be considered an assignment.

15. Severability.

If any section, clause or part of this Agreement is found unenforceable, the finding shall not affect the remainder of this Agreement.

16. Headings.

Section headings are solely for means of reference and are not intended to modify, explain or place any construction on any of the provisions of this Agreement.

17. Authority of Parties.

The Town and CMP represent, warrant and covenant to each other that they have the full power and authority to perform and comply with the execution and delivery of this Agreement. Further, the persons executing this Agreement on behalf of the Town and CMP each hereby represent and warrant that he or she has the requisite and necessary authority to execute this Agreement on behalf of such party.

18. No Representations or Warranties Outside Agreement.

This Agreement is the entire Agreement of the parties, and CMP agrees that neither CMP nor its representatives has made any representation regarding the subject matter of this sale, including representations as to the physical nature or condition of the land, the improvements, the fixtures

or appurtenances annexed thereto, or the personal property, if any, to be transferred to the Town, except as expressly stated in this Agreement. Furthermore, CMP and the Town each agree that in performing under this Agreement, each has not and shall not rely upon any statement or information from anyone claiming to represent the other party hereto, and the other party hereto is not and shall not be liable or bound by any such statement and/or information.

19. Representations or Warranties. CMP represents and warrants to the Town that the following are true as of the date of this Agreement and will be true as of the Closing:

(i) CMP has no actual knowledge of the existence of any material violations of laws or regulations affecting the Property. CMP has not received any notice from any federal, state or local governmental authority or representative thereof claiming or inquiring into the existence of any such violation.

(ii) There is no action, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of CMP, any basis therefore) against CMP or affecting any portion of the Property in any court or before any arbitrator of any kind or before any governmental body that may materially or adversely affect the transactions contemplated by this Agreement or which may affect any portion of the Property.

(iii) CMP has not knowingly released or disposed of any "Hazardous Substance" (as defined below) on, in or from the Property and CMP is, to the best of its knowledge, not aware of the release or disposal of any Hazardous Substance on, in or from the Property at any time by anyone else. The term "Hazardous Substance" as used herein means any material, the generation, storage, handling, release, transportation or disposal of which is regulated by any federal, state or local law or regulation. CMP will remove and properly dispose of any hazardous substance found on the Land prior to closing.

(iv) CMP has no actual knowledge of any pending or threatened actions or proceeding regarding condemnation of the Property or any part thereof.

(v) CMP has good and marketable title to the Property, free and clear of all liens and encumbrances.

20. Use of Retained Lands. The deed of conveyance from CMP to the Inhabitants of the Town of Wiscasset will acknowledge that CMP is an electric utility company and may have need to use any of the retained lands for utility purposes including, but not limited to, the construction and operation and maintenance of overhead electric transmission lines, substations and appurtenant facilities.

21. Approval by the Inhabitants of the Town of Wiscasset. This Contract is contingent upon Wiscasset's town voters approving, at a public meeting to be held on or before July 1, 2012, the acceptance by the Town from CMP of both a Deed to the property as described and as encumbered as set out in this Agreement, and \$100,000.00 of dedicated funds to be used by the Town for fulfilling stewardship and monitoring obligations with regard to the property. This Contract is also contingent upon the Wiscasset Board of Selectmen being satisfied with the

results of any physical examination of the land and dam to be conveyed, and upon an examination of CMP's title to the premises; should they not be satisfied for any reason then they may declare this Contract null and void and neither Party shall have any further obligation to the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates immediately following their signatures.

CENTRAL MAINE POWER COMPANY

TIN # 01-0042740

By: _____
Its:

Dated: _____

The Inhabitants of the Town of Wiscasset

Laurie Smith
Its: Town Manager

EXHIBIT A

Exhibit A-1 Conveyed Lands

Subject to the reservations and exceptions as defined in Exhibit A-2, below, the following parcel of land:

Parcel - Montsweag Brook, Wiscasset – Beginning at the intersection of the northerly sideline of Central Maine Power Co. transmission line Section 81, said sideline being 150 feet Northerly, as measured at right angles, of the centerline of Section 81 as it exists in 2010 (the “Section 81 North Sideline”), and the southerly sideline of lands of Merwin Alexander Delano, III as described in a deed recorded in the Lincoln County Registry of Deeds in Book 3881, Page 164, at a capped iron rod set at the base of a horizontal cedar post;

Thence S 85° 38’ 26” W along the Section 81 North Sideline, crossing over Montsweag Brook and into the Town of Woolwich, Sagadahoc County, a distance of 1154.98 feet to land now or formerly of Shirley Titcomb as described in a deed recorded in the Sagadahoc County Registry of Deeds in Book 511, Page 170;

Thence N 07° 12’ 53” E along land of said Titcomb a distance of 464.96 feet to a capped iron rod set;

Thence S 81° 10’ 36” E along land of said Titcomb a distance of 111.00 feet to a capped iron rod set, said iron rod being one rod distant westerly measured at right angles from a point on the contour line at an elevation of 125 feet, as determined from the top of the easterly retaining wall of Central Maine Power Company’s Montsweag Dam, which retaining wall was established at an elevation of 116 feet U.S.G.S. Datum;

Thence extending in a generally northerly direction along land of said Titcomb, said line being a meandering line parallel with and one rod distant westerly of said 125-foot contour line, a distance of 650 feet more or less to the easterly sideline of Central Maine Power Company transmission line Section 392, said sideline being 185 feet easterly, as measured at a right angle from the centerline of Section 392 as it exists in 2012 (the “Section 392 East Sideline”);

Thence N 36° 30’ 05” E along the Section 392 East Sideline and crossing into the Town of Wiscasset, Lincoln County, a distance of 1578.75 feet to a capped iron rod set at other land of Central Maine Power Company;

Thence S 82° 15’ 43” E along other land of Central Maine Power Company described in a deed recorded in the Lincoln County Registry of Deeds in Book 662, Page 86, a distance of 171 feet more or less to the centerline of Montsweag Brook;

Thence Southerly along said centerline and land now or formerly of Richard W. Hanson as described in a deed recorded in the Lincoln County Registry of Deeds in Book 594, Page 155, a distance of 259 feet more or less;

Thence S 57° 11' 25" E along said land of Hanson 241 feet more or less to land now or formerly of Merwin Alexander Delano, III; at a cedar post found standing, said post being one rod distant southeasterly measured at right angles from a point on the contour line at an elevation of 125 feet, as determined from the top of the easterly retaining wall of Central Maine Power Company's Montsweag Dam, which retaining wall was established at an elevation of 116 feet U.S.G.S. Datum;

Thence extending in a general southwesterly direction along said land of Delano, said line being a meandering line parallel with and one rod distant easterly of said 125-foot contour line, a distance of 2,300 feet more or less to a capped iron rod set at the base of a cedar post found, the tie line between the afore mentioned found cedar post and said capped iron rod being a distance of 1880.47 feet on a bearing of S °29 10' 17" W;

Thence S 64° 45' 24" E along said land of Delano a distance of 631.41 feet to the Section 81 North Sideline and the point of beginning, containing 22 acres more or less.

All bearings are based on UTM Zone 19 North.

Reference is made to the survey by Owen Haskell, Inc. dated 02/11/2010 and revised 10/29/2010, Job No. 2009-171 W-L and recorded in the Lincoln County Registry of Deeds in Plan Book 98, Page 73 and in the Sagadahoc County Registry of Deeds in Book 48, Page 36 (the "Plan") for a further description of the above described premises;

Exhibit A2 Reservations and Exceptions

Excepting and reserving from the above the following lands, rights and easements:

Excepting from this conveyance and reserving to Central Maine Power Company, its successors and assigns, the right and easement at all times to enter the conveyed premises adjacent to the retained land of Central Maine Power Company located southerly and westerly of the herein conveyed premises, for the purpose of cutting or trimming and removing such tall tree or trees as in falling would in the judgment of Central Maine Power Company, its successors and assigns, interfere with or endanger the operation and maintenance of any electric transmission lines existing or constructed on said retained lands.

The Property is subject to a Declaration of Restrictions dated August 5, 2010 and recorded in the Lincoln County Registry of Deeds in Book 4304, Page 54, and in the Sagadahoc County

Registry of Deeds in Book 3212 Page 136 and as revised July 20, 2012 and recorded in said Registries respectively in Book 4559, Page 95 and Book 3414, Page 1.

Exhibit B Appurtenant Easements

Also conveying the right and easement, in common with CMP and others, to those rights of access reserved by CMP in a deed to Carroll A. Curtis dated April 14, 1960 and recorded in said Registry in Book 568, Page 355, provided however, that CMP and the Grantee shall share any road maintenance costs to the extent of their respective use.

Also conveying the right and easement, in common with CMP and others, to pass and repass to and from the premises herein conveyed on foot and with vehicles along a right-of-way twenty (20) feet in width across a 330-foot wide strip of land acquired by CMP in part in a deed from Louise I. Bailey dated February 6, 1941 and recorded in the Lincoln County Registry of Deeds in Book 441, Page 93, and in part in a deed from said Bailey dated November 10, 1941 and recorded in said Registry in Book 440, Page 389, extending from the northerly end of the road reserved under Parcel 1 in said Curtis deed, being the northerly end of Freedom Song Lane, to the southerly end of the road reserved under Parcel 2 in said Curtis deed, also, a right-of-way twenty (20) feet in width for the above stated uses connecting from the above described right-of-way to the southerly side of the "Gravel Road" as depicted on the Plan, which Gravel Road leads to the dam as depicted on said Plan, subject, however, to the prior right of CMP, its successors and assigns, to change the location of said right-of-way if in its opinion it shall be deemed necessary or desirable in connection with carrying on CMP's business as a public utility.

Also conveying the right and easement, in common with CMP and others, to pass and repass on foot and with vehicles to and from the premises herein conveyed along two rights-of-way, each twenty (20) feet in width across a 270-foot wide strip of land acquired by CMP in a deed from Carroll A. Curtis dated December 11, 1969 and recorded in the Lincoln County Registry of Deeds in Book 666, Page 77 and in the Sagadahoc County Registry of Deeds in Book 368, Page 701, said rights-of-way being the easterly extension of the two rights-of-way reserved under Parcel 3 in the above referenced deed from CMP to Curtis, in suitable and convenient locations to be agreed to by the parties hereto, their respective successors and assigns, such agreement not to be unreasonably withheld, provided, however, such locations shall be in compliance with all applicable ordinances and regulations, including, but not limited to, the National Electric Safety Code. In the event the use of said rights-of-way is impractical, CMP agrees to work constructively to locate and grant such other temporary access across other lands of CMP as necessary for the Grantee in its operation and maintenance of the premises and improvements herein conveyed.

Also conveying the right and easement to overflow and flood all of the lands currently flooded by means of the existing Central Maine Power Company dam across Montsweag Brook, or its replacement, (the "Dam"), including, but not limited to, lands described in the following deeds to Central Maine Power Company, all recorded in the Lincoln County Registry of Deeds:

Lincoln B. Merry dated January 13, 1942 and recorded in Book 440, Page 492;
Raymond D. Hamlin dated February 5, 1942 and recorded in Book 444, Page 386;
Harry E. Wing dated January 14, 1942 and recorded in Book 444, Page 335;
Alton E. Ames dated February 3, 1942 and recorded in Book 440, Page 490;
Leander B. Nichols dated February 5, 1942 and recorded in Book 44, Page 387;

Town of Wiscasset dated April 8, 1942 and recorded in Book 440, 561;
Gladys E. Bailey dated January 13, 1942 and recorded in Book 440, Page 491;

The Town, for itself and its successors and assigns, covenants and agrees with CMP, its successors and assigns, as follows:

1. Said right to overflow and flood is limited to a normal full pond elevation established by a spillway elevation of 111 feet with flashboard elevation not to exceed 113 feet, as determined from the top of the easterly retaining wall of the Dam, which retaining wall was established at an elevation of 116 feet U.S.G.S. Datum.
2. In the event the Town removes and does not replace the Dam, or the Dam is breached by natural causes and not repaired or rebuilt for a period of five years, the Town will release to CMP that portion of the above referenced flowage easement rights that encumber land or easement rights then owned by CMP.

The Town will, upon reasonable notice by CMP, temporarily lower the water level in the pond to facilitate construction or maintenance of CMP's electric transmission lines, provided, however, that CMP obtain any permits and perform any work required to facilitate such temporary lowering of the water level.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
Montsweag Brook Parcel, Wiscasset & Woolwich, Maine**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 20TH day of July, 2012 by **Central Maine Power Company**, a Maine corporation with an address of 83 Edison Drive, Augusta, Kennebec County, Maine 04336, (herein referred to as the "Declarant"), pursuant to State of Maine Department of Environmental Protection Site Location of Development Act and Natural Resources Protection Act Orders, Project Number #L-24620-26-A-N/L-24620-TG-B-N/L-24620-VP-C-N/L-24620-IW-D-N/L-24620-L6-E-N and U.S. Army Corps of Engineers Permit Number #NAE-2008-03017 (hereinafter referred to as "Order"), relating to preservation of an approximately 22 acre parcel of land southerly of Bradford Road, Wiscasset Maine now or formerly known as the Montsweag Brook Parcel.

RECITALS

WHEREAS, the Declarant holds title to certain real property situated in Wiscasset and Woolwich, Maine described in the following deeds recorded in the Lincoln and Sagadahoc County Registry of Deeds:

- | | |
|------------------------|-------------------------------|
| Louise I. Bailey | Book 440, Page 389 (Lincoln) |
| Louise I. Bailey | Book 466, Page 337 (Lincoln) |
| Lawrence R. Seavey | Book 444, Page 582 (Lincoln) |
| Viola May Seavey Beane | Book 227, Page 30 (Sagadahoc) |

and identified by the Town of Wiscasset as map R7, lot 92 and the Town of Woolwich as map R5.

WHEREAS, Declarant desires to place certain deed covenants, under the terms and conditions herein, over said real property (hereinafter referred to as the "Covenant Area") described in Exhibit A, attached and made a part hereof.

WHEREAS, pursuant to the Site Location of Development Act, Title 38 M.R.S.A. Sections 481 et seq., the Natural Resources Protection Act, Title 38 M.R.S.A. Section 480-A et seq., Chapter 310 and Chapter 335 of regulations promulgated by the Maine Department of Environmental Protection (the "Wetlands and Waterbodies Protection Rules" and "Significant Wildlife Habitat Rules"), Declarant has agreed, in satisfaction of the Order, to impose certain covenants and restrictions on the Covenant Area as more particularly set forth herein and has agreed that such covenants and agreements may be enforced by the Maine Department of Environmental Protection (hereinafter the "MDEP") or any successor in interest.

NOW, THEREFORE, the Declarant hereby declares that the Covenant Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the covenants, conditions and restrictions set forth herein (sometimes referred to as the "Covenants and Restrictions"). The Covenants and Restrictions shall run with the Covenant Area and shall be binding on all parties having any right, title and interest in and to the Covenant Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Covenant Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Covenant Area subject to the Covenants and Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Covenants and Restrictions hereinafter set forth.

Fee title to the Covenant Area will be conveyed to The Inhabitants of the Municipality of Wiscasset (hereinafter "Grantee").

Except for the conveyance to the Grantee, the owner of the Covenant Area shall provide a 60-day advance notification to the MDEP and the U.S. Army Corps of Engineers pursuant to permit No. NAE-2008-03017, before any action is taken to void or modify this instrument, including transfer of title to, or establishment of any other legal claims.

Any transfer of ownership of the land covered by this document shall include a subordination agreement, as necessary, to give these Covenants and Restrictions priority in any title chain, so that the land and resources covered by the document can be protected into perpetuity.

If protected mitigation property is taken in whole or in part through eminent domain, the consequential value of the property protected by the Clean Water Act is the cost of the replacement of the conservation functions, services, and values with other property in the same biophysical region and shall be provided by the party exercising eminent domain.

Restrictions on Covenant Area. Unless the owner of the Covenant Area, or its successors or assigns, obtains the prior written approval of the MDEP, (or any successor thereof), the Covenant Area shall remain in a natural and open condition in order for it to fulfill its historic, scenic, vegetative, wildlife and/or hydrologic functions in perpetuity.

1. the Covenant Area shall not be subdivided and none of the individual tracts, which together comprise the Covenant Area, shall be conveyed separately from one another;
2. subject to Exception One, Exception Two and Exception Three, below, no soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Covenant Area and the surface

waters contained thereon, nor shall the topography of the area be altered or manipulated in any way;

3. subject to Exception One, Exception Two and Exception Three, below, there shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the Covenant Area be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function;
4. subject to Exception One, Exception Two and Exception Three, below, no trees, grasses, shrubs, vines, or other vegetation shall be cut, removed or destroyed, except that de minimis flower picking shall be allowed, and clearing will be allowed for the maintenance of any path or trail, and dead wood which is leaning or fallen may be removed;
5. invasive species may be eradicated, controlled, and removed by hand, mechanical, and/or chemical means. Any herbicides used on the Covenant Area will be EPA registered substances;
6. subject to Exception One, Exception Two and Exception Three, below, no ditches shall be dug, and no draining of the Covenant Area shall take place, and no pumping or any other removal of water shall occur on the Covenant Area, nor shall the manipulation or alteration of natural water courses or hydrology occur;
7. subject to Exception One, Exception Two and Exception Three, below, no new structures shall be allowed on the Covenant Area, excepting minor structures such as signage, information kiosk, pedestrian bridges/boardwalks. Existing roads and parking areas necessary to access the Covenant Area for monitoring and public access may be maintained. These roads, parking areas and minor structures will be outlined in a Management Plan for the Covenant Area; and,
8. subject to Exception One, Exception Two and Exception Three, below, no trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment shall be permitted on the Covenant Area, except as needed in the case of emergencies.

Exception One – Montsweag Brook Dam. The owner of the Covenant Area, its successors and assigns may maintain, repair replace, alter rebuild or remove the existing dam over Montsweag Brook in substantially its current location and maintain the water level above the dam at its historic full pond level or any lesser level. Further, all necessary and applicable machinery and motorized vehicles shall be allowed in the Covenant Area to maintain, repair, replace, alter, rebuild or remove this dam after written application and approval from any local, state or federal agencies from which approval is required. The deed from the Declarant to the Grantee shall stipulate the maximum level which from time to time the owner of the Covenant Area may keep the pond behind the

dam, and any level at or below this maximum level, and its resulting flooding, is allowed hereunder.

Exception Two – Utilities. The owner of the Covenant Area may maintain, repair and replace existing overhead and underground utilities and install such new utilities from time to time as are necessary for the operation, maintenance or removal of the above mentioned dam;

Exception Three – Fish Passage Restoration. The owner of the Covenant Area, its heirs and assigns, shall have the right to investigate the feasibility of restoring fish passage to the upper Montsweag Brook watershed, including the section of Montsweag Brook that runs through the Covenant Area, by means of a fish ladder, and the right to partially or fully remove the dam located on the Covenant Area. The owner of the Covenant Area, its heirs and assigns, will obtain all federal, state (including MDEP), and local permits and approvals prior to commencing any fish passage alterations or dam alterations or removal on the Covenant Area.

Enforcement. The MDEP and/or USACOE may enforce any of the Covenants and Restrictions set forth above. Any future alterations of the Covenant Area must receive the prior approval in writing from the MDEP and/or USACOE.

Marking of Covenant Area. The perimeter of the Covenant Area shall at all times be plainly marked and maintained by the owner.

Covenant Area Transfers. The Declarant and all future owners of the Covenant Area shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Covenant Area. Failure to comply with this paragraph does not impair the validity or enforceability of these covenants and restrictions:

NOTICE: This Property is subject to Restrictive Conservation Covenants recorded at *(insert book/page references, counties, and date of recording)*

Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Covenant Area. If the Covenant Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions but only to the extent that any of the Covenant Area is included within such owner's property.

Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Covenant Area and by the MDEP (or any successor thereto).

Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this

Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Covenant Area.

Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

Central Maine Power Company

By: *Franklyn Reynolds*
Franklyn Reynolds
Authorized Representative

STATE OF ~~MAINE~~ NEW YORK
~~Kennebec~~, ss. County of Monroe

July 20, 2012.

Personally appeared before me the above named Franklyn Reynolds, authorized representative, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Anna M. Sabers
Notary Public/Attorney at Law

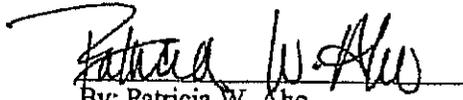
ANNA M. SABERS
Notary Public, State of New York
No. 01SAB072500
Qualified in Monroe County
Commission Expires April 08, 20 14

Printed Name: Anna M. Sabers

Acceptance by the State of Maine

This Declaration of Covenants and Restrictions amends that Declaration of Covenants and Restrictions by and Between Central Maine Power Company and the State of Maine, Department of Environmental Protection dated August 5, 2010 and recorded in the Lincoln County Registry of Deeds in Book 6304, Page 54 and also recorded in the Sagadahoc County Registry of Deeds in Book 3212, Page 136 (the "August 2010 Declaration") and replaces and supersedes the August 2010 Declaration in its entirety. The State of Maine, Department of Environmental Protection hereby consents to such amendment and replacement of the August 2010 Declaration.

State of Maine, Department of Environmental Protection



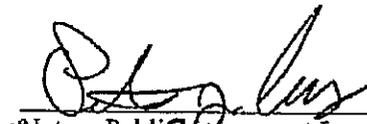
By: Patricia W. Aho
Commissioner

STATE OF MAINE

Kennebec, ss.

2012.

Personally appeared before me the above named Patricia W. Aho, Commissioner and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said State of Maine.



~~Notary Public~~ Attorney at Law ME. BAR NO. 9410

PETER J. CARNEY

Printed Name:

Exhibit A
Legal Description
22± Acres +/-
Wiscasset & Woolwich, Maine

A certain lot or parcel of land situated on the Southerly side of, but not adjacent to, Bradford Road in the Town of Wiscasset, Lincoln County and the Town of Woolwich, Sagadahoc County, State of Maine bounded and described as follows:

Beginning at the intersection of the Northerly Sideline of Central Maine Power Co. transmission line Section 81, said sideline being 150 feet Northerly, as measured at right angles, of the centerline of Section 81 as it exists in 2010 (the "Section 81 North Sideline"), and the Southerly sideline of lands of Merwin Alexander Delano, III as described in a deed recorded in the Lincoln County Registry of Deeds in Book 3881, Page 164, at a capped iron rod set at the base of a horizontal cedar post;

Thence S 85° 38' 26" W along the Section 81 North Sideline, crossing over Montsweag Brook and into the Town of Woolwich, Sagadahoc County, a distance of 1154.98 feet to land now or formerly of Shirley Titcomb as described in a deed recorded in the Sagadahoc County Registry of Deeds in Book 511, Page 170;

Thence N 07° 12' 53" E along land of said Titcomb a distance of 464.96 feet to a capped iron rod set;

Thence S 81° 10' 36" E along land of said Titcomb a distance of 111.00 feet to a capped iron rod set, said iron rod being one rod distant westerly measured at right angles from a point on the contour line at an elevation of 125 feet, as determined from the top of the easterly retaining wall of Central Maine Power Company's Montsweag Dam, which retaining wall was established at an elevation of 116 feet U.S.G.S. Datum;

Thence extending in a generally northerly direction along land of said Titcomb, said line being a meandering line parallel with and one rod distant westerly of said 125-foot contour line, a distance of 650 feet more or less to the easterly sideline of Central Maine Power Company transmission line Section 392, said sideline being 185 feet easterly, as measured at a right angle from the centerline of Section 392 as it exists in 2012 (the "Section 392 East Sideline");

Thence N 36° 30' 05" E along the Section 392 East Sideline and crossing into the Town of Wiscasset, Lincoln County, a distance of 1578.75 feet to a capped iron rod set at other land of Central Maine Power Company;

Thence S 82° 15' 43" E along other land of Central Maine Power Company described in a deed recorded in the Lincoln County Registry of Deeds in Book 662, Page 86, a distance of 171 feet more or less to the centerline of Montsweag Brook;

Thence Southerly along said centerline and land now or formerly of Richard W. Hanson as described in a deed recorded in the Lincoln County Registry of Deeds in Book 594, Page 155, a distance of 259 feet more or less;

Thence S 57° 11' 25" E along said land of Hanson 241 feet more or less to land now or formerly of Merwin Alexander Delano, III; at a cedar post found standing, said post being one rod distant southeasterly measured at right angles from a point on the contour line at an elevation of 125 feet, as determined from the top of the easterly retaining wall of Central Maine Power Company's Montsweag Dam, which retaining wall was established at an elevation of 116 feet U.S.G.S. Datum;

Thence extending in a general southwesterly direction along said land of Delano, said line being a meandering line parallel with and one rod distant easterly of said 125-foot contour line, a distance of 2,300 feet more or less to a capped iron rod set at the base of a cedar post found, the tie line between the afore mentioned found cedar post and said capped iron rod being a distance of 1880.47 feet on a bearing of S °29 10' 17" W;

Thence S 64° 45' 24" E along said land of Delano a distance of 631.41 feet to the Section 81 North Sideline and the point of beginning, containing 22 acres more or less. All bearings are based on UTM Zone 19 North.

Reference is made to the survey by Owen Haskell, Inc. dated 02/11/2010 and revised 10/29/2010, Job No. 2009-171 W-L and recorded in the Lincoln County Registry of Deeds in Plan Book 98, Page 73 and in the Sagadahoc County Registry of Deeds in Plan Book 48, Page 36 (the "Plan") for a further description of the above described premises;

Being part of the premises acquired by Central Maine Power Company by the following deeds recorded in the Lincoln County Registry of Deeds:

Louise I. Bailey to Central Maine Power Company dated November 10, 1941, and recorded in Book 440, Page 389;

Louise I. Bailey to Central Maine Power Company dated July 5, 1946, and recorded in Book 466, Page 337;

Lawrence R. Seavey (aka Laurence R. Seavey) to Central Maine Power Company dated February 9, 1942 and recorded in Book 444, Page 582; and

Viola May Seavey Beane (aka Bean) recorded in the Sagadahoc County Registry of Deeds in Book 227, Page 30.

Excepting from this conveyance and reserving to Central Maine Power Company, its successors and assigns, the right and easement at all times to enter the conveyed premises adjacent to the retained land of Central Maine Power Company located southerly and westerly of the herein conveyed premises, for the purpose of cutting or trimming and removing such tall tree or trees as in falling would in the judgment of Central Maine Power Company, its successors and assigns, interfere with or endanger the operation and maintenance of any electric transmission lines existing or constructed on said retained lands.

Town of Wiscasset, Maine

NOTICE INVITING BIDS

The Town of Wiscasset is inviting bids for the purchase of one (1) 75 cubic yard closed top transfer trailer. Sealed bids will be received until **3:00 p.m., TUESDAY, NOVEMBER 20, 2012**, at the Town office, 51 Bath Road, Wiscasset, Maine. Bids must be marked "**TRANSFER TRAILER.**" Bids will be opened during the Selectmen's meeting in the Town Hall Meeting Room and publicly read at that time. Specifications are on file at the office of Town Manager.

The Town reserves the right to accept or reject any or all bids, to determine which bids are conforming, and to waive minor defects and irregularities.

Town of Wiscasset

51 Bath Road
Wiscasset, ME 04575

GENERAL SPECIFICATIONS FOR ONE TRANSFER TRAILER

It is the intent of this invitation for bid to solicit bids for one transfer trailer as described in the following specifications. Bidders are requested to read the complete bid invitation carefully and submit their proposals in strict accordance with the following requirements.

Any questions regarding this bid invitation, must be submitted in writing to the Town Manager, townmanager@wiscasset.org or by fax 207-882-8228, and be received by the Town of Wiscasset a minimum of two business days prior to the bid opening date. Changes, if any, will be sent out in writing to all potential bidders. Only changes and clarifications made by addenda will be binding. All bids are to be submitted on the attached proposal form, furnished with this bid invitation.

The Town is exempt from State retail tax and federal excise tax. The prices bid must be net, exclusive of taxes.

All bids must be sealed in a package (or envelope), the cover of which identifies the information that it contains, a bid proposal for "TRANSFER TRAILER", the vendor's name and address and the due date for the bid proposal.

All bids are to be addressed to:

**Town Manager
Town of Wiscasset
51 Bath Road
Wiscasset, Maine 04578**

TOWN OF WISCASSET

51 Bath Road

Wiscasset, ME 04578

TRANSFER TRAILER SPECIFICATION

1.0 INTENT AND CONDITIONS

The intent of this specification is to procure one (1) 75 cubic yard closed top transfer trailer.

Price is to include pick up of current transfer trailer at Wiscasset, Maine and delivery of new transfer trailer to Wiscasset, Maine.

Comply____Deviate____

1.1 TRADE IN ALLOWANCE

Bidder shall show trade in allowance for old transfer trailer, which is a 1993 J & J closed top trailer. Model No. STL-111. This amount to be deducted from bid price at the option of the Town of Wiscasset.

Trade in allowance: _____

1.2 DELIVERY TIME

Bidder shall state length of time in calendar days required to deliver the new trailer. The trailer must be delivered within 60 days from award date. Note Liquidated Damages provision in the General Specifications.

Length of time: _____

1.3 WARRANTY

Bidder shall state length of warranty to be provided on workmanship.

Length of warranty on workmanship: _____

2.0 TRAILER SPECIFICATIONS

1. 75 cubic yard closed top transfer trailer

Comply____Deviate____

2. I-Beam Frame – Any proposed trailer needs to be manufactured with an I-Beam frame and crossmembers.

Comply___Deviate___

3. Rear Door: 2-piece with independent latching system
Lower door 30" high and gasketed
Hinged on curb side
Door lock handles on side of trailer, not on door

Comply___Deviate___

4. Landing Gear: Holland Heavy Duty Mark V, Model HV-1975-4-012

180,000 lb static vertical load capacity

Lifting capacity 50,000 lbs.

Crank turns per inch

25 turns low gear

4 turns high gear

Self leveling foot

Crank from drivers side

Comply___Deviate___

5. Ram Guide: 2 full length located on bottom of interior

Comply___Deviate___

6. Hydraulic System: Quick Disconnects
1" Pressure
1 1/4" Return

Comply___Deviate___

7. Lighting System: Conform to all applicable federal motor vehicle safety standards
LED lights meeting DOT 108 – reflective DOT tape

Comply___Deviate___

8. Mud Flaps: DOT legal, rubber

Comply ___ Deviate ___

9. Paint: Primed and painted dark green

Comply ___ Deviate ___

10. Fixed Axles: Two 25,000 lb. oil lubricated
Rear axle no more than 12" from rear of trailer

Comply ___ Deviate ___

11. Air Lift Third Axle: Turner OR SPECIFY LOCATION

Comply ___ Deviate ___

12. Rims and Tires: 14 required – rims and wheel assemblies
Tires: 11R22.5 G PLY G 114

Comply ___ Deviate ___

13. King Pin Location: 36"

Comply ___ Deviate ___

14. Brakes: 16½ x 7, heavy duty air, axle mounted

Comply ___ Deviate ___

15. Mating of compactor and new trailer

Bidders shall familiarize themselves with the existing compactor and trailer system to insure proper mating of compactor and tractor to any trailer proposed. Failure to do this will not relieve bidder of any obligation to supply a trailer which will function properly with existing system. To arrange for a site visit, call Ron Lear, Supervisor at 882-8231.

Comply ___ Deviate ___

3.0 DOCUMENTATION

10.1 Bidder shall include the following written documentation with bid:

1. Paint warranty
2. Trailer warranty
3. Warranties for any added items or accessories

Comply ____ Deviate ____