



Town of Wiscasset

51 Bath Road
Wiscasset, ME 04578
(207) 882-8200
www.wiscasset.org

December 18, 2024

Maine DEP Brownfields Program
Attn: Chris Redmond
17 State House Station
Augusta, ME 04333-0017

Dear Chris:

I am requesting funding from the Maine Department of Environmental Protection's Brownfields Program to conduct a Site Assessment for a 297-acre Town-owned tax-acquired parcel on Old Ferry Road, Birch Point Road, and Westport Island Road. Maine Yankee Atomic Power Company formerly owned the parcel.

Enclosed are the following documents:

Maine Department of Environmental Protection's Municipal Brownfields Request for Site Assessment Application Form

Property Deed

Quitclaim Deed with Covenant from Maine Yankee Atomic Power Company to Ferry Road Development Co., LLC., Recorded in Lincoln County Registry of Deeds, Bk. 3339, Pg. 11, August 5, 2004

Town of Wiscasset, Tax Lien Certificate, 2003, against Maine Yankee Atomic Power Company, Recorded in Lincoln County Registry of Deeds, BK 3363, Pg. 317, August 5, 2004

Tax Card

Town of Wiscasset, Account: 1960

Tax Map

Town of Wiscasset, Map/ Lot: R08-006

Boundary Survey

Maine Yankee, April 2003

Past Property Redevelopment Plans

"Interim Report: Concept Study for the Maine Yankee Property and the Surrounds Wiscasset, Maine", Wiscasset Regional Development Corporation, November 2001

Proposed Property Redevelopment Plans

<https://www.wiscasset.org/departments/planning-and-development/proposed-old-ferry-road-property-development>

If you have any questions, please don't hesitate to contact me at (207) 882-8200 Ext. 8 or economicdeveloper@wiscasset.org.

Sincerely,

Aaron Chrostowsky
Economic Development Director



Maine Department of Environmental Protection

*Municipal Brownfields Request for Site Assessment
Application Form*

(Revised 03/26/2024)

Applicant Information:

Municipality/Nonprofit:	Town of Wiscasset		
Address:	51 Bath Road		
Contact Person:	Aaron Chrostowsky	Title:	Economic Development Director
Phone:	207-882-8200	Fax:	207-882-8228
		e-mail:	economicdeveloper@wiscasset.org

Site Information:

Site Name:	Old Ferry Road Development Property		
Site Address:	Old Ferry Road, Birch Point Road, and Westport Island Road		
Current Owner:	Town of Wiscasset		
Owner Address:	51 Bath Road		
Owner Phone:	207-882-8200	e-mail:	manager@wiscasset.org
If owned by the applicant, acquisition by (foreclosure, purchase, eminent domain, other):	foreclosure		
1. If other, please explain:			
If owned by the applicant, date of acquisition:	4/1/2013		
2. Does the applicant have permission to access to the site? If yes, please explain the mechanism and or attach documentation. If no please explain why not.	Yes, via access roads from town roads		

Municipal Records:

Tax Map and Lot Number: (please attach a copy)	R08-006	Deed reference Book and Page:	Bk. 3363, Pg. 317
Assessed Value:	\$704,100	Amount of Delinquent taxes:	+\$302,483.92
Property size (acres):	297.55	Is the property served by public water and sewer?	Yes, by both
3. List onsite buildings, size (square feet) and condition:	Land only		
4. Does the municipality have any historical or other (e.g. code enforcement or fire department, underground utilities maps, sewer or water maps) records for this property? If yes please describe and or attach:	See attached; we have a boundary survey that was conducted by previous owner		


Environmental Information:

5. Have any environmental site assessments been completed for this site? If yes, please list report titles, authors and dates. Please provide copies if not already submitted to the MEDEP.	No
6. Is the applicant or any other party under order from the federal or state environmental agencies to conduct a site assessment and or cleanup at this site? If yes, please explain.	No
7. Has this site been investigated by any other programs at the MEDEP or by EPA? If yes, please describe.	No
8. List (or attach a list) the past uses for the site and the dates of operation for each use.	See attached deed and lien

Redevelopment Information:

Anticipated future use (residential, recreational, commercial, industrial, conservation):	mixed-use development: residential, recreational, commercial, industrial, and conservation
9. Describe or attach your proposed reuse plan:	see attached
10. Describe or attach information on any policies or financial incentives planned to spur development (e.g. tax incentives):	public-private partnership; public investment of public infrastructure financed through bonds, grants, and tax increment financing
11. Describe or attach information regarding potential funding sources and amounts available for site cleanup:	see attached
12. Describe or attach information regarding public interest and or community involvement in the redevelopment plans for the site:	see attached
Date of Adoption of the Town's Comprehensive Plan:	11/7/2006
Date of SPO finding of Consistency with State Law (if applicable):	3/16/2007

****13. If the applicant has any other information that has not been asked for previously and may be pertinent to conducting an environmental site assessment (e.g. maps, reports, site plans, photos), please include a list of these or attach copies with this application.****

Signature:  _____

Print Name and Title: Dennis Simmons town manager

Date: 12/18/2024

QUITCLAIM DEED WITH COVENANT

KNOW ALL BY THESE PRESENTS, That **MAINE YANKEE ATOMIC POWER COMPANY**, a Maine corporation, with a place of business in Wiscasset, Lincoln County, Maine ("Grantor" or "MYAPC"), for consideration paid, grants to **FERRY ROAD DEVELOPMENT CO., LLC**, a Maine limited liability company, with a mailing address of c/o Wiscasset Development Corp., P.O. Box 328, Wiscasset, Maine 04578 ("Grantee"), with Quitclaim Covenant, all that certain parcel of land described on Exhibit A annexed hereto (the "Property") located in the Town of Wiscasset, Lincoln County, Maine.

As a material inducement to Grantor to convey the Property to Grantee, Grantee hereby acknowledges and agrees that this conveyance is made SUBJECT TO the covenants and agreements set forth below (the "Covenants"), which Covenants are made by and for Grantor and Grantee, and their respective successors and assigns, for the benefit of other land of Grantor located in the Town of Wiscasset, Lincoln County, Maine, which other land is more fully described on Exhibit B annexed hereto and made a part hereof (the "Benefited Property"); Grantee acknowledges that the Property has been in the same ownership as the Benefited Property, which Benefited Property contains a nuclear generating facility that is in the process of being decommissioned. The Covenants shall run with and bind the Property in perpetuity, except as otherwise expressly provided by their terms. By its acceptance of this Deed Indenture, Grantee hereby covenants and agrees for itself and its successors and assigns to be bound by said Covenants.

1. Grantee covenants and agrees not to take any action (including, but not limited to, intervention or appearance in any proceedings before any federal or state governmental or regulatory agency or body) opposing Grantor's proposed decommissioning plan for the facility on the Benefited Property, as set forth in Maine Yankee's License Termination Plan (said plan, as the same may be revised and amended from time to time, being hereinafter referred to as the "Plan"), or seeking to impose more burdensome conditions on Grantor in connection with said decommissioning than those conditions set forth in the Plan, including, without limitation, the proposed storage of nuclear waste on the Benefited Property; provided, however, that Grantee shall be entitled to intervene or appear in proceedings before federal or state governmental or regulatory agencies or bodies with respect to any proposed amendment to the Plan that would, in Grantee's reasonable judgment, materially impair its ability to sell, lease or operate the Property.

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2. (a) Grantor hereby advises Grantee that Grantor is legally obligated to maintain the integrity of the independent spent fuel storage installation (the "ISFSI") located on the Benefited Property against external hazards, and that such integrity is primarily dependent upon Grantor's physical security infrastructure and associated electronic systems, as well as the alertness and well-being of Grantor's personnel responsible for the ISFSI (the "ISFSI Security Resources"). In furtherance of the foregoing, Grantee covenants and agrees that Grantee shall provide Grantor written notice of any proposed non-residential development to be conducted on the Property, the cost of which is reasonably anticipated to exceed \$1,000,000.00, which notice shall be given not less than sixty (60) days prior to the commencement of work on the Property with respect to such development and shall set forth in reasonable detail the following information (the "ISFSI Information"): the nature and scope of such proposed development, including, but not limited to, whether and in what locations, configurations, quantities, types and concentrations such development will (or is likely to) include toxic chemicals, energetic systems (such as gas lines), explosives or highly combustible materials. The foregoing provisions shall terminate and be of no further force or effect when high-level radioactive waste ceases to be present on the Benefited Property. The parties acknowledge that the foregoing provisions of this paragraph 2(a) impose only a notice requirement on Grantee and create no additional rights for the benefit of Grantor and, in the event that Grantee fails to comply with the notice requirement set forth herein, Grantor's sole remedy, at law or in equity, shall be to seek specific performance of Grantee's obligation to disclose the ISFSI Information.

(b) Recognizing that Grantee may find it necessary to establish to third parties Grantee's compliance with the notice requirements set forth above in paragraph 2(a) above, Grantor, on written request from Grantee made from time to time, shall within ten (10) days after receipt of such written request, furnish a written statement to Grantee acknowledging Grantee's satisfaction of the requirements with respect to disclosure of the ISFSI Information set forth above. In the event that high-level radioactive waste ceases to be present on the Adjacent Property, Grantor agrees to deliver a certification to Grantee, in recordable form, to the effect that the foregoing notice provisions have terminated and are of no further force and effect.

3. In addition, as a result of a settlement entered into between Grantor and the Federal Energy Regulatory Commission, Grantee covenants and agrees that the Property shall not include any facility for the generation of electricity using nuclear fuel.

4. Grantee covenants and agrees to include the foregoing Covenants in any agreement to lease or otherwise convey any of the Property, to be binding on any lessee or transferee, and including therein a third party beneficiary provision in favor of Grantor, which is satisfactory in form and substance to Grantor.

IN WITNESS WHEREOF, the said Maine Yankee Atomic Power Company and Ferry Road Development Co., LLC have each caused this instrument to be sealed with its corporate seal and signed in its corporate name by Michael E. Thomas, its Vice President and CFO, and by Andrew B. Gilmore, its Manager, this 5th day of August, 2004.

MAINE YANKEE ATOMIC POWER COMPANY

By: *M. E. Thomas*
Michael E. Thomas
Its: Vice President and CFO

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

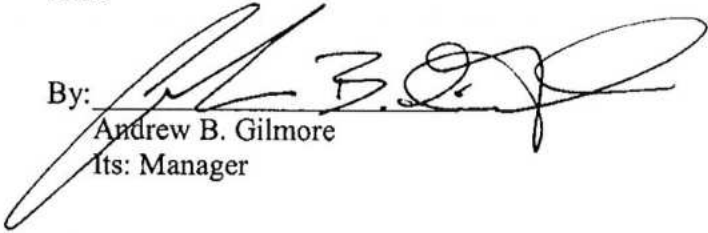
On Aug 5, 2004, personally appeared the above-named Michael E. Thomas, Vice President and CFO of said Maine Yankee Atomic Power Company in his said capacity, and acknowledged the foregoing to be his free act and deed and the free act and deed of said Maine Yankee Atomic Power Company.

Before me,
Judith A. Woodbury
Notary Public
Printed Name:



JUDITH A.F. WOODBURY
Notary Public, Maine
My Commission Expires October 31, 2005

FERRY ROAD DEVELOPMENT CO.,
LLC

By: 
Andrew B. Gilmore
Its: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

On August 5, 2004, personally appeared the above-named Andrew B. Gilmore, Manager of said Ferry Road Development Co., LLC, in his/her said capacity, and acknowledged the foregoing to be his/her free act and deed and the free act and deed of the said Ferry Road Development Co., LLC.

Before me,

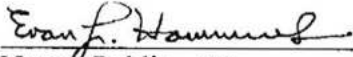

~~Notary Public~~ Attorney at law
Printed Name: Evan L. Hammonds

EXHIBIT A

Certain lots or parcels of land located in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Parcel 1:

A certain lot or parcel of land located on the southerly side of the Old Ferry Road in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Beginning at a point on the apparent high water mark of the northwesterly shore of the Back River, said point and true point of beginning lying S 34°-37'-03" E from an iron pin, thence from the said true point of beginning by the following courses and distances:

- 1) N 34°-37'-03" W along other land of Maine Yankee Atomic Power Company ("MYAPC") sixty (60) feet, more or less, to an iron pin set near the shore of said river.
- 2) N 34°-37'-03" W along other land of MYAPC a distance of Five Hundred Ten and 00/100 (510.00) feet to an iron pin at the apparent southwesterly line of the Old Ferry Road.
- 3) Easterly by the southerly sideline of the said Old Ferry Road a distance of One Thousand Three Hundred (1,300) feet more or less to the said northwesterly shore and the apparent high water mark of the said Back River.
- 4) Southwesterly by the apparent high water mark of the said River to the point of beginning.

The above-described parcel of land contains approximately 3 acres of land by estimation and is a portion of the land and improvements conveyed to MYAPC by the following deeds, recorded in the Lincoln County Registry of Deeds in Book 637, Page 458, and Book 651, Page 273.

Together with all right, title, and interest, if any, in and to all of the land owned by MYAPC and lying within the limits of the said Old Ferry Road, up to the centerline of said way, where said road abuts the above-described parcel, subject to the rights of the public; and to the land lying between the said apparent high water mark of said River and the low water mark of said River, where it abuts the above-described parcel.

Excepting and reserving the land described in a deed from Marcia G. Bailey to the State of Maine as recorded in the said Registry of Deeds in Book 399, Page 113.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, in common with others, a right of way and easement for any and all purposes including, without limitation, ingress and egress on foot and with any vehicles and utility services as defined in 33 M.R.S.A. §458, through the said Old Ferry Road for the benefit of the Benefited Property described on Exhibit B.

The property described above is shown on plan entitled Plan of Standard Boundary Survey of Parcels to be conveyed made for Maine Yankee Atomic Power Co. dated September 27, 2000, prepared by Cornerstone Professional Land Surveying, Inc. and recorded in the Lincoln County Registry of Deeds in Plan Book 74, Pages 28 and 29 (the "Survey Plan"). This conveyance is made subject to the matters noted or disclosed on the Survey Plan.

Parcel 2:

A certain lot or parcel of land located on the northerly side of the Old Ferry Road and on the southeasterly and southwesterly sides of Route 144, in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Beginning at a point on the apparent high water mark of the northwesterly shore of the Back River, at the current northerly sideline of the said Old Ferry Road and landing, thence by the following courses and distances:

- 1) Westerly and northwesterly by the northerly sideline of said Old Ferry Road a distance of Three Thousand Nine Hundred (3,900) feet more or less to an iron pin set near the northerly end of a culvert crossing the said Old Ferry Road, at the apparent centerline of Young's Brook.
- 2) Northeasterly by the centerline and thread of Young's Brook, also known as Phinney's Creek, by the southeasterly lines of lands now or formerly of: Ralph and Grace R. Jones as recorded in the said Registry of Deeds in Book 1024, Page 99; Robert and Mary Arsenault as recorded in the said Registry of Deeds in Book 657, Page 349, Book 657, Page 350, and Book 710, Page 221; Barbara A. Kipp as recorded in said Registry of Deeds in Book 1696, Page 107; Richard and Lena Boucher as recorded in said Registry of Deeds in Book 1324, Page 223; Paul A. Plummer as recorded in the said Registry of Deeds in Book 855, Page 279; Joseph L. Vonce Grant as recorded in the said Registry of Deeds in Book 1739, Page 92; Golden E. Baise, Jr. as recorded in the said Registry of Deeds in Book 2091, Page 28, and David P. Hodgdon, as recorded in the said Registry of Deeds in Book 1419, Page 287, to the southeasterly corner of land now or formerly of said Hodgdon.
- 3) Northerly by the easterly line of land now or formerly of said Hodgdon to the southeasterly sideline of Route 144, also known as the Birch Point Road.
- 4) Northeasterly by the said southeasterly line of Route 144 to the westerly corner of land now or formerly of Curtis and Elsie Pearson as recorded in the said Registry of Deeds in Book 2032, Page 269.
- 5) Southeasterly by the southwesterly line of land now or formerly of said Pearson a distance of three hundred (300) feet, more or less, to an iron pin set at the easterly side of said Young's Brook, also known as Phinney's Creek.

- 6) Northeasterly by the easterly side of said Young's Brook along said land now or formerly of Curtis and Elsie Pearson to Route 144.
- 7) Southeasterly by Route 144 to the northerly corner of land now or formerly of George H. and Marcie B. Wilson as recorded in the said Registry of Deeds in Book 664, Page 68.
- 8) Southwesterly by said land of George H. and Marcie B. Wilson to a 1" rebar iron pin found at the westerly corner of said land of George H. and Marcie B. Wilson.
- 9) S 38°-31'-43" E by the southwesterly line of land now or formerly of said Wilson a distance of One Hundred Seventy-Five and 04/100 (175.04) feet to a 1" rebar iron pin found and the southerly corner of land now or formerly of said Wilson and the westerly corner of land now or formerly of Marcia B. Wilson as recorded in the said Registry of Deeds in Book 800, Page 38.
- 10) S 40°-00'-38" E by the southwesterly line of land now or formerly of said Marcia Wilson a distance of One Hundred Seventy-Nine and 14/100 (179.14) feet to a 1" rebar iron pin found.
- 11) Northeasterly by the southerly line of said land of Marcia Wilson to Route 144.
- 12) Southeasterly by Route 144 to the northerly corner of land now or formerly of James P. Bailey and Barbara Bailey as recorded in Book 1861, Page 141.
- 13) Southwesterly by said land of James P. Bailey and Barbara Bailey to a 3/4" iron pipe found and the easterly corner of land now or formerly of Madelyn L. Bailey as recorded in the said Registry of Deeds in Book 637, Page 100.
- 14) Southwesterly by said land of Madelyn Bailey to the westerly corner thereof.
- 15) S 36°-58'-30" E by the southwesterly line of land now or formerly of said Bailey a distance of One Thousand Four and 45/100 (1,004.45) feet to a 2-1/2" O.D. iron pipe found near the northwesterly shore of said Back River.
- 16) S 36°-58'-30" E by the southwesterly line of land now or formerly of said Bailey a distance of Ten (10) feet more or less to the apparent high water mark of said Back River.
- 17) Southwesterly by the said apparent northwesterly high water mark of the Back River to the point of beginning.

The above described parcel of land contains approximately 327 acres of land by estimation and is a portion of the land and improvements conveyed to MYAPC by the following deeds, recorded in the Lincoln County Registry of Deeds in Book 637, Page 459; Book 652, Page 457; Book 651, Page 273, and Book 648, Page 11.

Together with all right, title, and interest, if any, in and to all of the land owned by MYAPC and lying within the limits of the said Old Ferry Road and Route 144, up to the centerline of said ways, where said roads abut the above-described parcel, subject to the rights of the public, reserving, however, the Parcel 2 Spur and the Parcel 4 Spur (both as defined below); and to the land lying between the said apparent high water mark of said River and the low water mark of said River, where it abuts the above-described parcel.

Excepting and reserving the land described in a deed from Marcia G. Bailey to the State of Maine as recorded in the said Registry of Deeds in Book 399, Page 113.

Also excepting and reserving: easements of record running to the Central Maine Power Company and the Maine Electric Power Company, and N.E.T. & T. as recorded in the said Registry of Deeds in Book 665, Page 299, Book 670, Page 312, Book 722, Page 16, Book 779, Page 176, and Book 2039, Page 157; an unrecorded lease to the Town of Wiscasset dated 5/2/1994, on file at the offices of MYAPC and of the Grantee; Rights as reserved in a deed from Lewis Percival Hodgdon as recorded in the said Registry of Deeds in Book 639, Page 178; flood rights which may have been reserved along Phinney's Creek as described in a deed from John Carlton et al. and recorded in the said Registry of Deeds in Book 639, Page 176; access, boating, swimming and other water activity rights to Phinney's Creek as described in a deed from Gladys M. Weeks to John Valintine Hallsen recorded in the said Registry of Deeds in Book 592, Page 381; any rights of others to those proposed streets or rights of ways as shown on a plan of lots of the Maine Yankee Atomic Power Company, made by Henry F. Bacon, dated 1/15/1970 as recorded in the said Registry of Deeds in Plan Book 18, Page 31.

Excepting possible lease of land for a boat landing to the Town of Wiscasset dated 1976 and recorded in Book 880, Page 9.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, in common with others, a right of way and easement for any and all purposes including, without limitation, ingress and egress on foot and with any vehicles and utility services as defined in 33 M.R.S.A. §458, through the said Old Ferry Road and Route 144 for the benefit of the Benefited Property described on Exhibit B.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, a strip of land Sixty-Six (66) feet wide (the "Parcel 2 Spur"), the centerline of which is the centerline of the existing spur railroad track and line of MYAPC, which crosses the above-described parcel of land, running from the current location of the land now or formerly of the Maine Central Railroad northerly of Birch Point Road (a/k/a Route 144), southerly to the Benefited Property on Bailey Point described on Exhibit B, together with a non-exclusive easement for ingress and egress on foot and with any vehicle or equipment for emergency access to the Parcel 2 Spur and for maintenance, repair and/replacement of the Parcel 2 Rail Equipment (as defined below). The foregoing easement will be exercised (A) over existing roads or ways to the extent possible, (B) except in cases of emergency, only after reasonable notice to Grantee, and (C) so as not unreasonably to interfere with the business operations on Parcel 2. Further, the foregoing easement will be exercised only to the extent reasonably necessary for the exercise of Grantor's

access rights set forth in this paragraph, it being understood that to the extent practicable, Grantor will utilize the Parcel 2 Spur and not the easement reserved herein.

By this Deed Indenture, MYAPC hereby grants to Grantee the following rights (the "Parcel 2 Crossing Easement"), subject, however, to the terms and conditions contained in this paragraph and in the five (5) succeeding paragraphs: (a) the non-exclusive right, in common with others, to cross the Parcel 2 Spur on foot or in any vehicles and to cross the Parcel 2 Spur with underground utilities in one or more locations specifically approved in writing by MYAPC in its reasonable discretion, which approval shall not be unreasonably delayed, withheld or conditioned; (b) the right, but not the obligation, to perform, at its sole cost and expense, without reimbursement from MYAPC, or its heirs, successors or assigns, any maintenance, repair and/or replacement to the Parcel 2 Rail Equipment (as defined below) that is reasonably required in order to put and otherwise keep the Parcel 2 Rail Equipment in good working condition and otherwise in compliance with all applicable Laws in the event MYAPC, or its heirs, successors or assigns, elects not to perform said maintenance, repair and/or replacement within ninety (90) days after Grantee's delivery of a written notice describing, in reasonable detail, the maintenance, repair and/or replacement reasonably required to the Parcel 2 Rail Equipment; and (c) the right to use the railroad tracks and rails that constitute a part of the Parcel 2 Rail Equipment and the Parcel 2 Spur in connection with any operations conducted on the Property, including the right to install and connect additional tracks and rails to the Parcel 2 Rail Equipment on the Parcel 2 Spur; provided, however, (1) such use will not interfere with any use of the railroad tracks and rails in connection with or related to the Plan or the ISFSI by MYAPC or its heirs, successors or assigns, and (2) such use will not unreasonably interfere with any other use of the railroad tracks and rails by MYAPC or its heirs, successors or assigns.

Supplementing the provisions of clause (a) in the preceding paragraph, if Grantee desires to construct any crossings over or under the Parcel 2 Spur after the date of this Deed Indenture, Grantee shall submit to MYAPC, or its heirs, successors or assigns, for its approval, a survey showing the location of the proposed crossing and a detailed set of plans, specifications and construction guidelines setting forth the work to be done by Grantee in connection with such crossing; provided, however, that any construction (1) will not interfere with any use of the railroad tracks and rails in connection with or related to the Plan or the ISFSI by MYAPC or its heirs, successors or assigns, and (2) will not unreasonably interfere with any other use of the railroad tracks and rails by MYAPC or its heirs, successors or assigns. In the event any of the Parcel 2 Rail Equipment is damaged in connection with the construction and/or subsequent use of any crossing over or under the Parcel 2 Spur constructed by Grantee or its employees, agents or contractors, then Grantee shall be responsible for such damage and shall cause such damage to be promptly repaired at its sole cost and expense. Supplementing the provisions of clause (c), if Grantee elects to use the railroad tracks and rails, Grantee shall be responsible for all damage to the Parcel 2 Rail Equipment caused by Grantee or any person or entity claiming under Grantee, which damage shall be promptly repaired by Grantee at its sole cost and expense, and for all fees and charges attributable to Grantee's use of the Parcel 2 Spur that are assessed by the Maine Central Railroad, or any successor thereto, or by any railroad company controlling the railroad tracks to which the spur connects, and Grantee shall obtain, at its sole cost and expense, and shall maintain so long as Grantee is using the railroad tracks and rails, such insurance, in such amounts, as MYAPC shall reasonably request.

In connection with the installation of any utilities under the Parcel 2 Spur, Grantee shall provide for the full and continuous support of the Parcel 2 Rail Equipment for use of the railroad tracks and rails to transport railroad engines, cars and other vehicles in connection with or related to the Plan or the ISFSI, or any other use of the railroad tracks and rails, by MYAPC or its heirs, successors or assigns.

Grantee acknowledges and agrees that all work (including, without limitation, any maintenance, repair or replacement) performed hereunder by Grantee shall be done at Grantee's sole cost and expense; shall be completed in accordance with approved plans, specifications and construction guidelines; shall be completed expeditiously and in a good and workmanlike manner; shall be completed in accordance with all applicable Laws; shall be completed free and clear of all liens and other encumbrances; shall include restoration of the land to substantially its condition prior to the work; and shall be performed by contractors approved by MYAPC, or its heirs, successors or assigns, which approval shall not be unreasonably delayed, withheld or conditioned. During the performance of any work, Grantee and its constructors shall obtain, at their sole cost and expense, and shall maintain until the work is completed, such insurance, in such amounts, as MYAPC shall reasonably request.

With respect to any insurance required from Grantee or its contractors, such insurance shall be issued by company licensed to do business in the State of Maine that is in good standing and that is rated A- or better by Best's Rating Guide (or any successor thereto).

Grantee agrees to defend, hold harmless, and indemnify MYAPC, and its heirs, successors and assigns, and the directors, officers and employees of any of the foregoing, from and against any and all demands, claims, causes of action, liabilities, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by MYAPC, or its heirs, successors or assigns, in connection with or arising out of Grantee's exercise of any of its rights under the preceding five (5) paragraphs.

The Parcel 2 Crossing Easement is conveyed SUBJECT TO:

1. Rights of the Town of Wiscasset, or any successor thereto, including without limitation rights related to the Town Sewer Main and rights in Old Ferry Road.
2. Memorandum of Agreement for Sidetrack Construction and Maintenance with Maine Central Railroad Company dated June 1, 1968, as amended by letters dated September 5, 1968 and September 27, 1968, as such Agreement may be further amended.
3. All encumbrances to which Parcel 2 is conveyed, as set forth herein.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, all railroad track and rails and all related equipment, facilities and fixtures situated on the Parcel 2 Spur (collectively, "Parcel 2 Rail Equipment"). However, nothing contained in this Deed

Indenture shall impose, or be deemed to impose, on MYAPC, or its heirs, successors or assigns, the obligation to maintain, repair, and/or replace all or any portion of the Parcel 2 Rail Equipment, even if the failure to do so makes or renders the railroad tracks and rails located within the Parcel 2 Spur inoperable, or unsafe to use, or in noncompliance with any applicable governmental laws, statutes, ordinances, orders or regulations (collectively, the "Laws"). Furthermore, nothing contained in this Deed Indenture shall restrict, or be deemed to restrict, the use of the Parcel 2 Rail Equipment for any lawful purpose, including, without limitation, the transportation of nuclear wastes.

The property described above is shown on plan entitled Plan of Standard Boundary Survey of Parcels to be conveyed made for Maine Yankee Atomic Power Co. dated September 27, 2000, prepared by Cornerstone Professional Land Surveying, Inc. and recorded in the Lincoln County Registry of Deeds in Plan Book 74, Pages 28 and 29 (the "Survey Plan"). This conveyance is made subject to the matters noted or disclosed on the Survey Plan.

Parcel 3:

A certain lot or parcel of land located in part on the easterly side of the Ready Point Road, and in part on the southerly side of the Old Ferry Road, in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Beginning at a point on the apparent high water mark of the northwesterly shore of Bailey Cove on the Back River, said point and true point of beginning further described as lying S 57°-33'-08" E from an iron pin set on the northwesterly sideline of an easement of the Central Maine Power Company as recorded in the Lincoln County Registry of Deeds in Book 670, Page 312, and in Book 779, Page 176, thence from the said true point of beginning by the following courses and distances:

- 1) N 57°-33'-08" W a distance of Three Hundred (300) feet, more or less, to the southeasterly sideline of said CMP easement.
- 2) N 57°-33'-08" W a distance of One Hundred Fifty and 04/100 (150.04) feet to an iron pin set and said northwesterly sideline of said easement.
- 3) N 57°-33'-08" W a distance of Five Hundred Seventeen and 22/100 (517.22) feet to an iron pin set on the apparent easterly sideline of the Ready Point Road.
- 4) Northerly by the easterly sideline of the Ready Point Road a distance of Two Thousand Fifty-Two (2,052) feet more or less to a point at or near the southwesterly corner of land now or formerly of Shirley Main as recorded in the said Registry of Deeds in Book 577, Page 125. Said point being on an extension northwesterly of the stonewall running between the land herein and the land of said Main.

- 5) Southeasterly by the centerline of said stonewall and the southeasterly line of land of said Main a distance of One Hundred Eighty-Eight (188) feet more or less to the southerly corner of land now or formerly of said Main.
- 6) Northeasterly by the southeasterly lines of lands now or formerly of: said Main as recorded in said Registry of Deeds in Book 577, Page 125; Willis C. Colby, Jr., as recorded in said Registry of Deeds in Book 1482, Page 235; Bruce C. Seigars, as recorded in said Registry of Deeds in Book 1228, Page 285, and David and Debbie Cronk, as recorded in said Registry of Deeds in Book 1036, Page 48, to the northeasterly corner of land now or formerly of said Cronk.
- 7) Northwesterly by land now or formerly of said Cronk a distance of Two Hundred Nineteen (219) feet more or less to the southeasterly sideline of the Ready Point Road.
- 8) Northeasterly by the southeasterly sideline of the said Ready Point Road a distance of Fifty (50) feet more or less to the southwesterly corner of land now or formerly of said David and Debbie Cronk as recorded in the said Registry of Deeds in Book 1606, Page 304.
- 9) Southeasterly by the southwesterly line of land now or formerly of said Cronk a distance of Two Hundred Nineteen (219) feet more or less to the southerly corner of land now or formerly of said Cronk.
- 10) Northeasterly by the southeasterly sideline of land now or formerly of said Cronk to the southerly corner of land now or formerly of Bertha M. Jones as recorded in the said Registry of Deeds in Book 1803, Page 84, and the southwesterly corner of land now or formerly of Robert L. MacDonald as recorded in said Registry of Deeds in Book 603, Page 440.
- 11) Southeasterly by the southwesterly line of land now or formerly of said MacDonald a distance of Three Hundred Six (306) feet more or less to the southerly corner of land now or formerly of said MacDonald.
- 12) Northeasterly by the southeasterly line of land now or formerly of said MacDonald a distance of Two Hundred Ten (210) feet more or less to the southwesterly sideline of the Old Ferry Road.
- 13) Southeasterly by the southwesterly sideline of the said Old Ferry Road a distance of One Hundred Fifty-Eight (158) feet more or less to an iron pin set near the southwesterly end of a culvert crossing the said Old Ferry Road at the apparent centerline of Young's Brook.
- 14) Southerly by the centerline and thread of Young's Brook, also known as Phinney's Creek, and continuing southerly by the apparent high water mark of the northwesterly shore of Bailey Cove on Back River, to the said true point of beginning.

The above-described parcel of land contains approximately 72 acres of land by estimation and is a portion of the land and improvements conveyed to MYAPC by the following deeds,

recorded in the Lincoln County Registry of Deeds in Book 651, Page 273, in Book 636, Page 265; and in Book 646, Page 195.

Together with all right title and interest, if any, in and to all of the land owned by MYAPC and lying within the limits of the Ready Point Road and the Old Ferry Road, up to the centerline of said ways, where said roads abut the above-described parcel, subject to the rights of the public; and to the land lying between the apparent high water mark of said Bailey Cove on Back River, and the low water mark of said River, where it abuts the said above-described parcel.

Excepting and reserving from the above described parcel of land: a utility easement conveyed previously to the Central Maine Power Company as recorded in the said Registry of Deeds in Book 670, Page 312, and Book 779, Page 176; an easement granted to the Town of Wiscasset as recorded in the said Registry of Deeds in Book 2102, Page 37; well and other rights as reserved in a deed recorded in the said Registry of Deeds in Book 636, Page 265; an obligation as described and recorded in the said Registry of Deeds in Book 523, Page 50; access, boating, swimming and other water activity rights to Phinney's Creek as described in a deed from Gladys M. Weeks to John Valintine Hallsen recorded in the said Registry of Deeds in Book 592, Page 381. Also excepting and reserving a cemetery lot and right of way to it as described and recorded in the said Registry of Deeds in Book 225, Page 469, the location of which is currently unknown and may lie on the lot described above.

Also excepting and reserving a cemetery lot and right of way to it as described in deed from Mary Hunnewell, et al., dated 1951 and recorded in the said Registry of Deeds in Book 499, Page 409.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, in common with others, a right of way and easement for any and all purposes including, without limitation, ingress and egress on foot and with any vehicles and utility services as defined in 33 M.R.S.A. §458, through the said Old Ferry Road and Ready Point Road, for the benefit of the Benefited Property described on Exhibit B.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, a right of way and easement to install, construct, lay, maintain, operate, repair, replace, relocate, and remove a pipe or pipes for the transportation of water under, upon, over and through a strip of land being 50' wide and centered on the current location of the existing water pipelines running from Ready Point Road easterly to the Benefited Property at Bailey Point described on Exhibit B, for the benefit of the Benefited Property, which right and easement includes the right to clear and keep clear said easement area of all trees, timber and bushes growing within or over the easement area (the "Water Pipeline Easement"). Grantee shall have the right to relocate the Water Pipeline Easement to a new location provided that (i) Grantee obtains all necessary permits, approvals and consents to permit such relocation; (ii) such relocation is undertaken after reasonable prior notice to Grantor; (iii) such relocation is undertaken in such a manner so as to minimize any disruption in the transportation of water; and (iv) such relocation shall be at Grantee's sole cost and expense; such relocation rights being subject, however, to the easement

granted to the Town of Wiscasset as recorded in the said Registry of Deeds in Book 2102, Page 37.

Excepting and reserving to Grantor, its successors and assigns forever, from the Property Grantor's personal property located on or attached to the reserved easements described above ("Grantor's Personal Property"), including, without limitation, poles, towers, cables, wires, pipes, conduits, foundations and all related equipment, facilities and fixtures. Grantor's Personal Property is and shall continue to be personal property notwithstanding its affixation or annexation to any real property; and Grantor's Personal Property is hereby severed and shall be and remain separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future. To the extent applicable, this document shall constitute an agreement pursuant to 33 M.R.S.A. Section 455.

This Parcel Three is conveyed SUBJECT TO the Declaration of Restrictive Covenant regarding the Restricted Area (as defined therein), dated August 3, 2004 and recorded in said Registry of Deeds in Book 3336, Page 217, RESERVING, however, to Grantor and its successors and assigns forever, an easement to enter the Property on foot and with any vehicles or equipment for any and all purposes under or related to the Declaration of Restrictive Covenant, including, but, not limited to, sampling the groundwater and inspecting the Restricted Area.

This parcel may be subject to an agreement not to disturb the tombstones in a small cemetery which may be located on the said above described parcel, as said agreement is recorded in the said Registry of Deeds in Book 499, Page 409, and others, as well as being subject to the cemetery itself and a right of way to it, all as described in said deeds of record.

The property described above is shown on plan entitled Plan of Standard Boundary Survey of Parcels to be conveyed made for Maine Yankee Atomic Power Co. dated September 27, 2000, prepared by Cornerstone Professional Land Surveying, Inc. and recorded in the Lincoln County Registry of Deeds in Plan Book 74, Pages 28 and 29 (the "Survey Plan"). This conveyance is made subject to the matters noted or disclosed on the Survey Plan.

Parcel 4:

A certain lot or parcel of land located on the northwesterly side of Route 144 in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Beginning at a point on the assumed northwesterly sideline of Route 144 at the southwesterly corner of land now or formerly of Lloyd E. Hodgdon as recorded in the Lincoln County Registry of Deeds in Book 1887, Page 147, said point and true point of beginning being further described as lying N 7°-00'-48" E a distance of One and 24/100 (1.24) feet from a capped 5/8" rebar iron pin found labeled RLS 793, thence from the said true point of beginning by the following courses and distances:

- 1) S 54°-34'-48" W by the said assumed northwesterly sideline of Route 144 a distance of Four Hundred Eighty-One and 73/100 (481.73) feet to an iron pin set.
- 2) Southwesterly by the said assumed northwesterly sideline of Route 144 following a curve to the right having a radius of One Thousand Two Hundred Seventy-Six and 50/100 (1,276.50) feet an arc distance of Three Hundred Sixteen and 82/100 (316.82) feet to an iron pin set.
- 3) S 68°-48'-03" W by the said assumed northwesterly sideline of Route 144 a distance of two hundred thirty-three and 82/100 (233.82) feet more or less to the easterly corner of land now or formerly of Ronald and Margaret Hodgdon as recorded in the said Registry of Deeds in Book 1598, Page 99.
- 4) Northerly, southwesterly and northerly by land now or formerly of said Hodgdon to an iron pin near the intersection of two wire fence lines at the northeasterly corner of land now or formerly of said Hodgdon and the southerly line of land now or formerly of the Maine Central Railroad Co. as recorded in the said Registry of Deeds in Book 9, Pages 363, 365, and 366, now supposed to be of the State of Maine.
- 5) N 89°-41'-03" E by the said southerly line of land now or formerly of said Railroad a distance of One Hundred Fifty-Five and 51/100 (155.51) feet to a point.
- 6) S 0°-18'-57" E by the said southerly line of land now or formerly of said Railroad a distance of Eight and 25/100 (8.25) feet to a point.
- 7) N 89°-41'-03" E by the said southerly line of land now or formerly of said Railroad a distance of Two Hundred and 00/100 (200.00) feet to a point.
- 8) N 0°-18'-57" W by the said southerly line of land now or formerly of said Railroad a distance of Eight and 25/100 (8.25) feet to a point.
- 9) N 89°-41'-03" E by the said southerly line of land now or formerly of said Railroad a distance of Five Hundred Five and 90/100 (505.90) feet to a point.
- 10) Northeasterly by the southeasterly line of land now or formerly of said Railroad following a curve to the left having a radius of One Thousand Nine Hundred Forty-Two and 86/100 (1942.86) feet an arc distance of One Thousand Seven Hundred Sixty-Four and 98/100 (1764.98) feet to a point.
- 11) N 37°-38'-03" E a distance of Five Hundred Sixteen and 34/100 (516.34) feet more or less by the said southeasterly line of land now or formerly of said Railroad to a point and the southwesterly corner of land now or formerly of the Central Maine Power Company as recorded in the said Registry of Deeds in Book 644, Page 212.
- 12) Southeasterly by the southwesterly line of land now or formerly of the said Power Company a distance of One Hundred Seventy-Four (174) feet more or less to a point at or

near the westerly corner of land now or formerly of Kelly and Sherri Jones as recorded in the said Registry of Deeds in Book 1384, Page 204.

- 13) Southwesterly by the northwesterly lines of lands now or formerly of Ronald S. Hodgdon as recorded in the said Registry of Deeds in Book 1598, Page 99; Judith Cassidy as recorded in the said Registry of Deeds in Book 1296, page 321; Walter and Nancy Leavitt as recorded in the said Registry of Deeds in Book 686, Page 262, and Book 1822, Page 116; Jeannette H. Brown as recorded in the said Registry of Deeds in Book 1964, Page 264, and said Lloyd E. Hodgdon to a 2-1/2" iron pipe found and the westerly corner of land now or formerly of said Hodgdon.
- 14) S 7°-00'-48" W by the westerly line of land now or formerly of said Hodgdon a distance of Three Hundred Twenty-Six and 41/100 (326.41) feet to the true point of beginning.

The above described parcel of land contains 38 acres of land by estimation and is a portion of the land and improvements conveyed to MYAPC by the following deeds, recorded in the Lincoln County Registry of Deeds in Book 651, Page 273; Book 636, Page 126; Book 636, Page 136.

Together with all right, title, and interest, if any, in and to all of the land owned by MYAPC and lying within the limits of said Route 144, up to the centerline of said way, where said road abuts the above described parcel, subject to the rights of the public, reserving, however, the Parcel 4 Spur (as defined below).

Excepting and reserving: easements of record running to the Central Maine Power Company, the Maine Electric Power Company, and N.E.T. & T. as recorded in the said Registry of Deeds in Book 665, Page 299, Book 670, Page 312, Book 722, Page 16, Book 779, Page 176, and Book 2039, Page 157; Rights as reserved in a deed from Lewis Percival Hodgdon as recorded in the said Registry of Deeds in Book 639, Page 178, and a deeds from David P. Hodgdon and Lewis Percival Hodgdon as recorded in the said Registry of Deeds in Book 636, Page 136 and in Book 636, Page 126, respectively.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, in common with others, a right of way and easement for any and all purposes including, without limitation, ingress and egress on foot and with any vehicles and utility services as defined in 33 M.R.S.A. §458, through the said Route 144 for the benefit of the Benefited Property described on Exhibit B.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, a strip of land Sixty-Six (66) feet wide (the "Parcel 4 Spur"), the centerline of which is the centerline of the existing spur railroad track and line of MYAPC, which crosses the above-described parcel of land, running from the current location of the land now or formerly of the Maine Central Railroad northerly of Birch Point Road (a/k/a Route 144), southerly to the Benefited Property at Bailey Point described on Exhibit B, together with a non-exclusive easement for ingress and egress on foot and with any vehicle or equipment for emergency access to the Parcel 4 Spur and for maintenance, repair and/replacement of the Parcel 4 Rail Equipment (as defined below). The

foregoing easement will be exercised (A) over existing roads or ways to the extent possible, (B) except in cases of emergency, only after reasonable notice to Grantee, and (C) so as not unreasonably to interfere with the business operations on Parcel 4. Further, the foregoing easement will be exercised only to the extent reasonably necessary for the exercise of Grantor's access rights set forth in this paragraph, it being understood that to the extent practicable, Grantor will utilize the Parcel 4 Spur and not the easement reserved herein.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, all railroad track and rails and all related equipment, facilities and fixtures situated on the Parcel 4 Spur (collectively, "Parcel 4 Rail Equipment"). However, nothing contained in this Deed Indenture shall impose, or be deemed to impose, on MYAPC, or its heirs, successors or assigns, the obligation to maintain, repair, and/or replace all or any portion of the Parcel 4 Rail Equipment, even if the failure to do so makes or renders the railroad tracks and rails located within the Parcel 4 Spur inoperable, or unsafe to use, or in noncompliance with any applicable Laws. Furthermore, nothing contained in this Deed Indenture shall restrict, or be deemed to restrict, the use of the Parcel 4 Rail Equipment for any lawful purpose, including, without limitation, the transportation of nuclear wastes.

By this Deed Indenture, MYAPC hereby grants to Grantee the following rights (the "Parcel 4 Crossing Easement"), subject, however, to the terms and conditions contained in this paragraph and in the five (5) succeeding paragraphs: (a) the non-exclusive right, in common with others, to cross the Parcel 4 Spur on foot or in any vehicles and to cross the Parcel 4 Spur with underground utilities in one or more locations specifically approved in writing by MYAPC in its reasonable discretion, which approval shall not be unreasonably delayed, withheld or conditioned; (b) the right, but not the obligation, to perform, at its sole cost and expense, without reimbursement from MYAPC, or its heirs, successors or assigns, any maintenance, repair and/or replacement to the Parcel 4 Rail Equipment (as defined below) that is reasonably required in order to put and otherwise keep the Parcel 4 Rail Equipment in good working condition and otherwise in compliance with all applicable Laws in the event MYAPC, or its heirs, successors or assigns, elects not to perform said maintenance, repair and/or replacement within ninety (90) days after Grantee's delivery of a written notice describing, in reasonable detail, the maintenance, repair and/or replacement reasonably required to the Parcel 4 Rail Equipment; and (c) the right to use the railroad tracks and rails that constitute a part of the Parcel 4 Rail Equipment and the Parcel 4 Spur in connection with any operations conducted on the Property, including the right to install and connect additional tracks and rails to the Parcel 4 Rail Equipment on the Parcel 4 Spur; provided, however, (1) such use will not interfere with any use of the railroad tracks and rails in connection with or related to the Plan or the ISFSI by MYAPC or its heirs, successors or assigns, and (2) such use will not unreasonably interfere with any other use of the railroad tracks and rails by MYAPC or its heirs, successors or assigns.

Supplementing the provisions of clause (a) in the preceding paragraph, if Grantee desires to construct any crossings over or under the Parcel 4 Spur after the date of this Deed Indenture, Grantee shall submit to MYAPC, or its heirs, successors or assigns, for its approval, a survey showing the location of the proposed crossing and a detailed set of plans, specifications and construction guidelines setting forth the work to be done by Grantee in connection with such crossing; provided, however, that any construction (1) will not interfere with any use of the

railroad tracks and rails in connection with or related to the Plan or the ISFSI by MYAPC or its heirs, successors or assigns, and (2) will not unreasonably interfere with any other use of the railroad tracks and rails by MYAPC or its heirs, successors or assigns. In the event any of the Parcel 4 Rail Equipment is damaged in connection with the construction and/or subsequent use of any crossing over or under the Parcel 4 Spur constructed by Grantee or its employees, agents or contractors, then Grantee shall be responsible for such damage and shall cause such damage to be promptly repaired at its sole cost and expense. Supplementing the provisions of clause (c), if Grantee elects to use the railroad tracks and rails, Grantee shall be responsible for all damage to the Parcel 4 Rail Equipment caused by Grantee or any person or entity claiming under Grantee, which damage shall be promptly repaired by Grantee at its sole cost and expense, and for all fees and charges attributable to Grantee's use of the Parcel 4 Spur that are assessed by the Maine Central Railroad, or any successor thereto, or by any railroad company controlling the railroad tracks to which the spur connects, and Grantee shall obtain, at its sole cost and expense, and shall maintain so long as Grantee is using the railroad tracks and rails, such insurance, in such amounts, as MYAPC shall reasonably request.

In connection with the installation of any utilities under the Parcel 4 Spur, Grantee shall provide for the full and continuous support of the Parcel 4 Rail Equipment for use of the railroad tracks and rails to transport railroad engines, cars and other vehicles in connection with or related to the Plan or the ISFSI, or any other use of the railroad tracks and rails, by MYAPC or its heirs, successors or assigns.

Grantee acknowledges and agrees that all work (including, without limitation, any maintenance, repair or replacement) performed hereunder by Grantee shall be done at Grantee's sole cost and expense; shall be completed in accordance with approved plans, specifications and construction guidelines; shall be completed expeditiously and in a good and workmanlike manner; shall be completed in accordance with all applicable Laws; shall be completed free and clear of all liens and other encumbrances; shall include restoration of the land to substantially its condition prior to the work; and shall be performed by contractors approved by MYAPC, or its heirs, successors or assigns, which approval shall not be unreasonably delayed, withheld or conditioned. During the performance of any work, Grantee and its constructors shall obtain, at their sole cost and expense, and shall maintain until the work is completed, such insurance, in such amounts, as MYAPC shall reasonably request.

With respect to any insurance required from Grantee or its contractors, such insurance shall be issued by company licensed to do business in the State of Maine that is in good standing and that is rated A- or better by Best's Rating Guide (or any successor thereto).

Grantee agrees to defend, hold harmless, and indemnify MYAPC, and its heirs, successors and assigns, and the directors, officers and employees of any of the foregoing, from and against any and all demands, claims, causes of action, liabilities, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by MYAPC, or its heirs, successors or assigns, in connection with or arising out of Grantee's exercise of any of its rights under the preceding five (5) paragraphs.

The Parcel 4 Crossing Easement is conveyed SUBJECT TO:

1. Rights of the Town of Wiscasset, or any successor thereto, including without limitation rights related to the Town Sewer Main and rights in Old Ferry Road.
2. Memorandum of Agreement for Sidetrack Construction and Maintenance with Maine Central Railroad Company dated June 1, 1968, as amended by letters dated September 5, 1968 and September 27, 1968, as such Agreement may be further amended.
3. All encumbrances to which Parcel 4 is conveyed, as set forth herein.

Also excepting and reserving to MYAPC, its heirs, successors and assigns forever, all railroad track and rails and all related equipment, facilities and fixtures situated on the Parcel 4 Spur (collectively, "Parcel 4 Rail Equipment"). However, nothing contained in this Deed Indenture shall impose, or be deemed to impose, on MYAPC, or its heirs, successors or assigns, the obligation to maintain, repair, and/or replace all or any portion of the Parcel 4 Rail Equipment, even if the failure to do so makes or renders the railroad tracks and rails located within the Parcel 4 Spur inoperable, or unsafe to use, or in noncompliance with any applicable Laws. Furthermore, nothing contained in this Deed Indenture shall restrict, or be deemed to restrict, the use of the Parcel 4 Rail Equipment for any lawful purpose, including, without limitation, the transportation of nuclear wastes.

The property described above is shown on plan entitled Plan of Standard Boundary Survey of Parcels to be conveyed made for Maine Yankee Atomic Power Co. dated September 27, 2000, prepared by Cornerstone Professional Land Surveying, Inc. and recorded in the Lincoln County Registry of Deeds in Plan Book 74, Pages 28 and 29 (the "Survey Plan"). This conveyance is made subject to the matters noted or disclosed on the Survey Plan.

Parcels 1, 2, 3 and 4 are conveyed SUBJECT TO:

1. Maine Department of Environmental Protection Orders recorded in the Lincoln County Registry of Deeds including, but not limited to: Book 1356, Page 273, Book 1783, Page 293, Book 1998, Page 295, Book 2045, Page 41, Book 2506, Page 187, Book 2506, Page 191, Book 2518, Page 87 and Book 2809, Page 268.
2. Easement granted to Verizon New England and Central Maine Power Company, dated 2001 and recorded in Book 2732, Page 187.

EXHIBIT B

**BENEFITED PROPERTY
Of Maine Yankee Atomic Power Company**

A certain lot or parcel of land located on the southerly side of the Old Ferry Road in the Town of Wiscasset, County of Lincoln, State of Maine, bounded and described as follows:

Beginning at a point on the apparent high water mark of the northwesterly shore of the Back River, said point and true point of beginning lying South 34°37'03" East from an iron pin;

Thence, from the said true point of beginning by the following courses and distances:

Thence, North 34°37'03" West along other land now or formerly of Maine Yankee Atomic Power Company ("MYAPC") Sixty (60) feet, more or less, to an iron pin set near the shore of said river;

Thence, North 34°37'03" West along other land now or formerly of MYAPC a distance of five hundred ten and 00/100 (510.00) feet to an iron pin at the apparent southwesterly line of the Old Ferry Road;

Thence, along the apparent southwesterly line of the Old Ferry Road by the following courses:

North 34°37'03" West, 1999.47 feet, more or less, to an iron pin;

North 37°03'29" West, crossing the M.Y.A.P. Co. Spur Track and an easement of the Central Maine Power Company as described in the instruments recorded in the Lincoln County Registry of Deeds in Book 670, Page 312, and Book 779, Page 176, a distance of 413.75 feet, more or less, to an iron pin;

North 38°53'46" West, 73.14 feet, more or less, to an iron pin set near the southwesterly end of a culvert crossing the said Old Ferry Road at the apparent centerline of Young's Brook;

Thence, southerly by the centerline and thread of Young's Brook, also known as Phinney's Creek, and continuing southerly by the waters of Bailey Cove, and continuing by the waters of Bailey Cove and the Back River generally southerly to the most southerly part of Bailey Point, and then easterly and northerly around Bailey Point by the waters of the Back River to the said point of beginning.

LINCOLN COUNTY REGISTRY OF DEEDS

Marcia P. Silva

MARCIA P. SILVA, REGISTRAR

State of Maine
Tax Lien Certificate
2003

002140

MAINE YANKEE ATOMIC ENERGY and ATTN: ERIC HOWES
C/O MAINE YANKEE ATOMIC ENERGY
321 OLD FERRY ROAD
WISCASSET, ME 04578

I, JAMES H GEORGE, Collector of Taxes for the Town of WISCASSET, a municipal corporation located in the County of LINCOLN, State of MAINE, hereby give you notice that a tax in the amount of \$2,874,023.75 has been assessed, and was committed to me for collection on October 14, 2003, against real estate in said Town of WISCASSET, and against MAINE YANKEE ATOMIC ENERGY and ATTN: ERIC HOWES as owner(s) thereof, said real estate being described as follows:

Real Estate located at: 0 POWER PLANT

Map Lot Description: MYA-002

Registry of Deeds reference: _____

Map and Lot numbers refer to such numbers as found on tax maps of the Town of WISCASSET, prepared by: JOHN E. O'DONNELL & ASSOCIATES and dated APRIL 1, 2003, on file at the Town of WISCASSET municipal office.

I give you further notice that said tax, together with interest in the amount of \$45,676.16, which has been added to and has become part of said tax, remains unpaid; That a lien is claimed on said real estate, above described, to secure the payment of said tax; that proper demand for payment of said tax has been made in accordance with Title 36, Section 942, revised statutes of 1964, as amended.

Costs to be paid by taxpayer:	
Filing Fee, Recording Fee and	
Discharging Lien :	\$26.00
Demand Fees :	\$7.42
Certified Mail Fee:	\$4.42
Principal :	\$2,646,317.
Interest :	\$45,676.16
Total :	\$2,692,031.

James H. George

 JAMES H GEORGE
 Tax Collector
 Town of WISCASSET



NOTICE: The municipality has policy under 36 M.R.S.A. Section 906 to apply all payments to the oldest outstanding tax obligation. If you are uncertain of the status on this property, contact the Tax Collector.
NOTICE: Partial payments do not waive a lien.

LINCOLN, SS. State of MAINE WISCASSET, MAINE September 20, 2004

Then personally appeared the above named JAMES H GEORGE, Collector of Taxes, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before Me, *Rebekah M. Applin*
 REBEKAH M APPLIN
 NOTARY PUBLIC

REBEKAH M. APPLIN
 MY COMMISSION EXPIRES
 JULY 22, 2010

Lincoln County Registry of Deeds
Marcia P. Silva
 Marcia P. Silva, Registrar



Map Lot R08-006

Account 1960

Location OLD FERRY ROAD

Card 1 Of 1 12/17/2024

WISCASSET

Building Style	1. Conv.	5. Colonial	9. Other	SF Bmt Living	Fin Bmt Grade	Layout	1. Typical	4.	7.
2. Ranch	6. Split	10. Double	HEARTH	2. Inadeq	5.	8.	2. Inadeq	5.	8.
3. R Ranch	7. Mod/Cont	11. Mult	Heat Type	3.	6.	9.	3.	6.	9.
4. Cape	8. Log	12. Cot.	1.HWB8	5.FWA	9.No Heat	Attic	1.1/4 Fin	4.Full Fin	7.
Dwelling Units	2.HWCI	6.GraWVA	3.H Pump	7.Electric	10.	1.1/2 Fin	5.F/Stair	8.	
Other Units	4.Steam	8.F/Wall	8.F/Wall	12.		3.3/4 Fin	6.	9.None	
Stories	1.1	4.1.5	7.	Cool Type	Insulation	1.Full	4.Minimal	7.	
2.2	5.1.75	8.	1.Refrig	4.W8C Air	7.	1.Full	4.Minimal	7.	
3.3	6.2.5	9.	2.Evapour	5.	8.	2.Heavy	5.Unknown	8.	
Exterior Walls	5.T-111	9.OTHER	3.H Pump	6.	9.None	3.Capped	6.	9.None	
1.CLAP	6.BR/STONE	10.	Kitchen Style	4.Obsolete	7.	Unfinished %			
2.WD SH	7.NOV	11.	1.GOOD	2.TYPICAL	5.	Grade & Factor	1.E Grade	4.B Grade	7.AA+ Grad
3.COMP	8.AL/VIN	12.	2.TYPICAL	3.OLD TYPE	6.	2.D Grade	5.A Grade	8.AA++ Grad	
4.ASB/ASP	4.Compost	7.	Battl(s) Style	1.GOOD	4.Obsolete	3.C Grade	6.AA Grade	9.Same	
Roof Surface	2.Slate	8.	1.GOOD	2.TYPICAL	5.	SGFT (Footprint)			
1.Asphalt	5.Wood	9.	4.Obsolete	3.OLD TYPE	6.	Condition	1.Poor	4.Avg	7.V G
2.Slate	6.Other	9.	7.	9.None		2.Fair	5.AVG+	8.Exc	
3.Metal	# Rooms	# Bedrooms	# Full Baths	Phys. % Good	3.Avg-	6.Good	9.Same		
SF Masonry Trim	# Addn Fixtures	# Half Baths	# Fireplaces	Functional Code	1.Incomp	4.SMALL	7.LAYOUT		
OPEN-3-CUSTOM	# Addn Fixtures	# Half Baths	# Fireplaces	1.2.O-Built	5.CDU	8.OTHER			
OPEN-4-CUSTOM	# Addn Fixtures	# Half Baths	# Fireplaces	3.Defnaint	6.STYLE	9.None			
Year Built	Econ. % Good	Economic Code	0.None	3.Services	9.None				
Year Remodeled	1.Location	4.Traffic	8.	2.Refusal	8.				
Foundation	2.Encroach	8.Other	9.	3.Informed	6.				
1.Concrete	4.Wood	7.		Information Code	5 Estimate				
2.C Block	5.Slab	8.		1.Owner	4.Agent	7.			
3.Br/Stone	6.Piers	9.		2.Relative	5.Estimate	8.			
Basement	1.1/4 Bmt	7.		3.Tenant	6.Other	9.			
1.1/4 Bmt	5.None	8.							
2.1/2 Bmt	3.3/4 Bmt	9.None							
3.3/4 Bmt	4.Full Bmt	7.							
Bmt Gar # Cars	1.Dry	4.							
Wet Basement	2.Damp	5.							
1.Dry	3.Wet	6.							



Additions, Outbuildings & Improvements

Date Inspected 2/28/2007

Type	Year	Units	Grade	Cond	Phys.	Funct.	Sound Value
					%	%	1.ONE STORY FRAM
					%	%	2.TWO STORY FRAM
					%	%	3.THREE STORY FR
					%	%	4.1 & 1/2 STORY
					%	%	5.1 & 3/4 STORY
					%	%	6.2 & 1/2 STORY
					%	%	21.Open Frame Por
					%	%	22.Endl Frame Por
					%	%	23.Frame Garage
					%	%	24.Frame Shed
					%	%	25.Frame Bay Wind
					%	%	26.1SF Overhang
					%	%	27.Unfin Basement
					%	%	28.Unfinished Att
					%	%	29.Finished Attic



Old Ferry Road Development

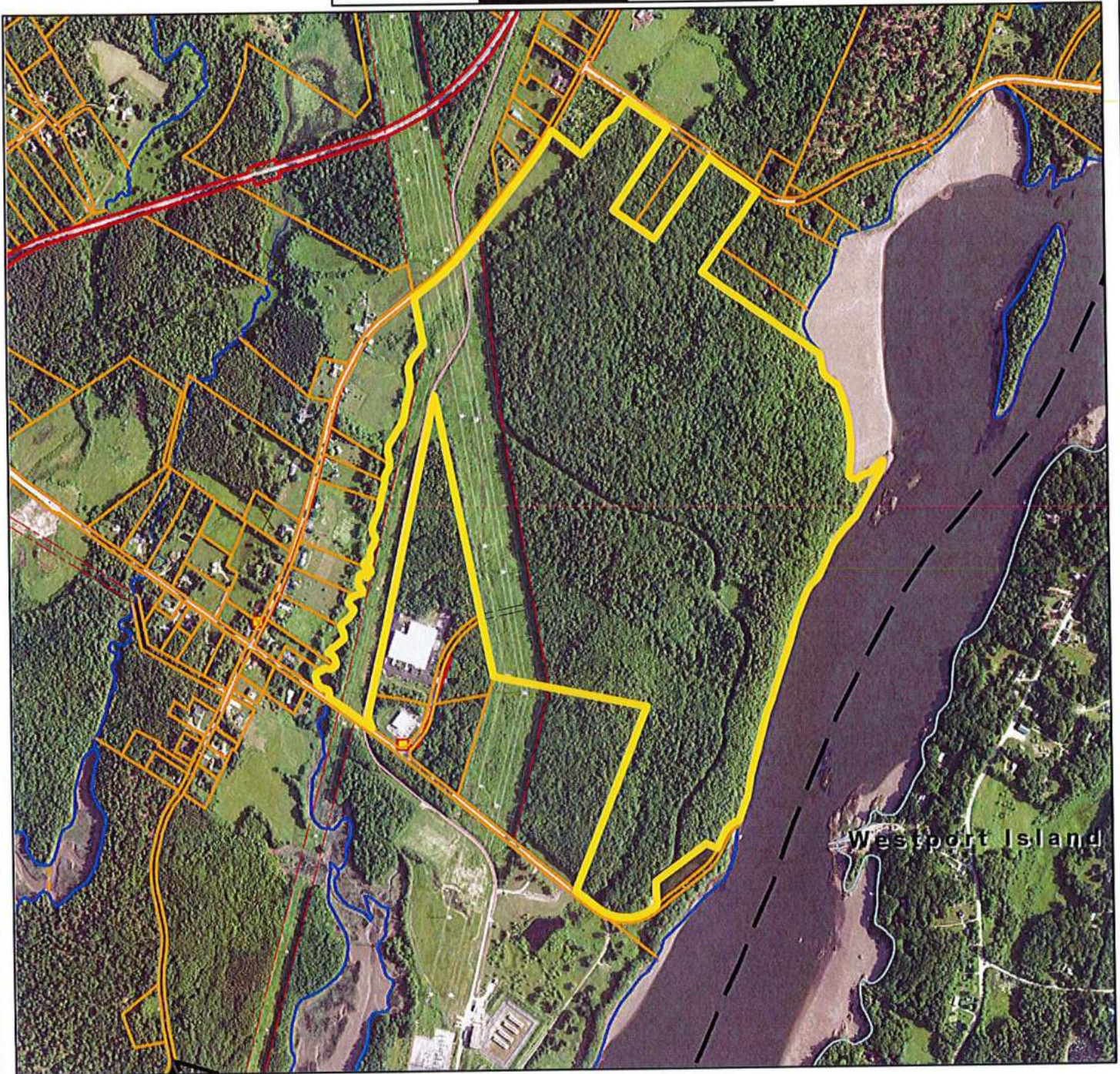
Town of Wiscasset, ME

1 inch = 1084 Feet



www.cai-tech.com

September 23, 2024



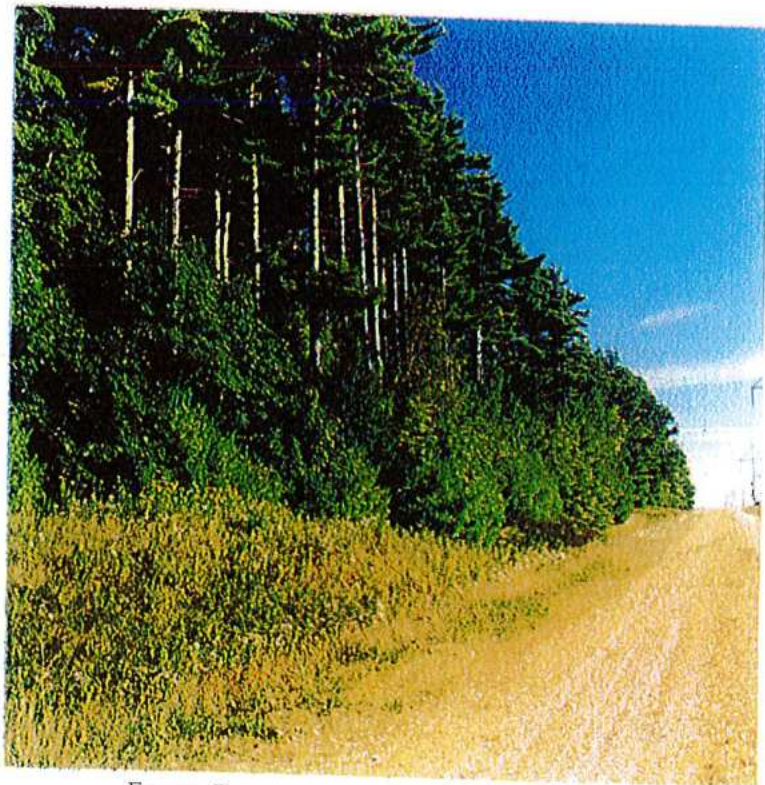
Large Scale	Public Road	Property TIC	WaterLines
CAI Town Line	Railroad	Railroad	Water-poly
Common Line	Wetland	Right of Way	Parking Lot
PWater	Utility	RoadNotPar	Sewer Pump Station
Property Line	Property Hook	Tract Line	Sanitary Sewer Line

Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

INTERIM REPORT: CONCEPT PLAN STUDY

FOR THE
MAINE YANKEE PROPERTY
AND SURROUNDS
WISCASSET, MAINE

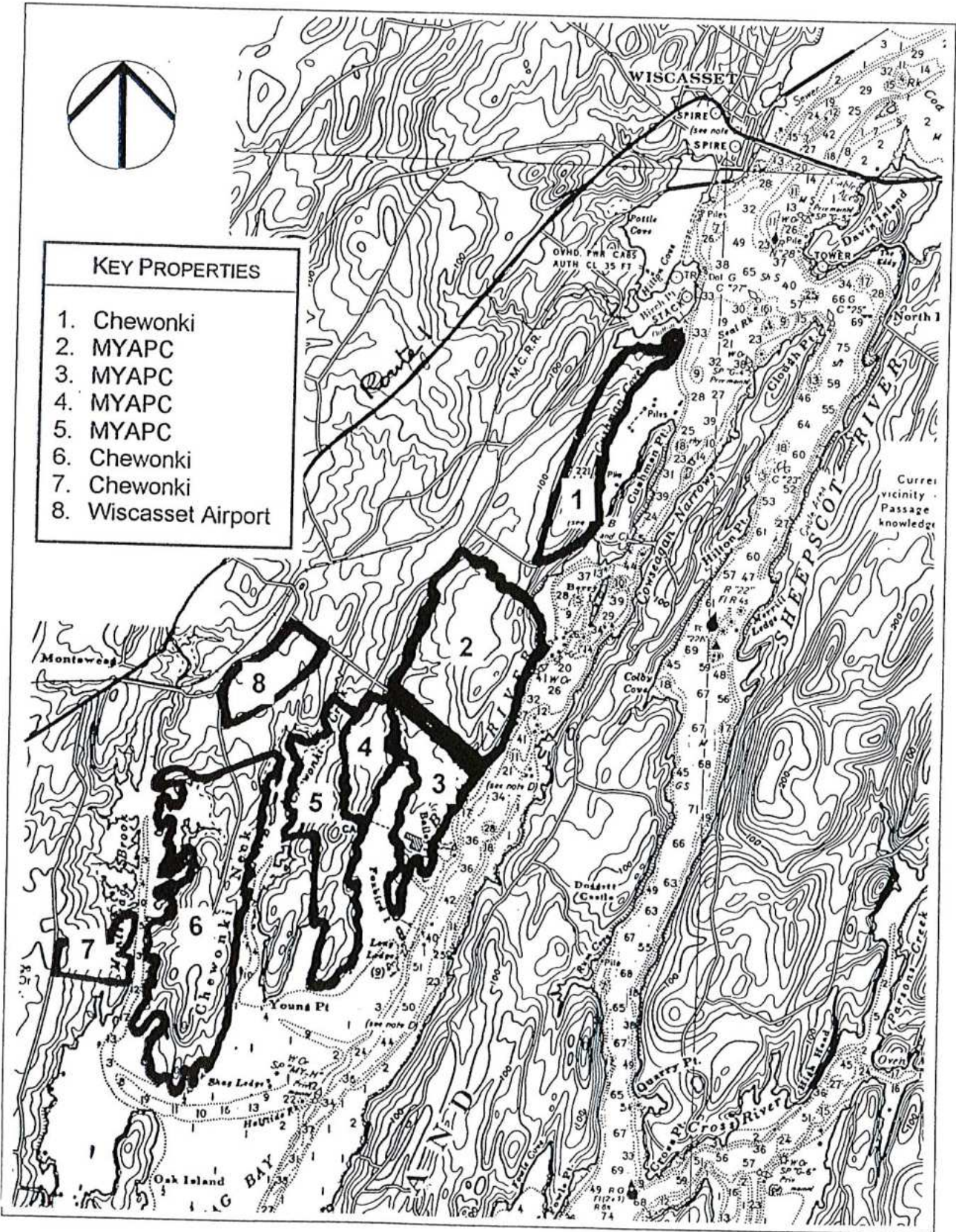
PREPARED FOR THE
WISCASSET REGIONAL
DEVELOPMENT CORPORATION



FERRY ROAD NORTH, MAINE YANKEE SITE

PREPARED BY
KENT ASSOCIATES PLANNING AND DESIGN
CONSULTANTS, GARDINER, MAINE

NOVEMBER 2001



- KEY PROPERTIES**
1. Chewonki
 2. MYAPC
 3. MYAPC
 4. MYAPC
 5. MYAPC
 6. Chewonki
 7. Chewonki
 8. Wiscasset Airport

SITE AND SURROUNDS

MAINE YANKEE PROPERTY

CONCEPT PLAN STUDY: INTERIM REPORT

INTRODUCTION

This interim report serves to summarize progress to date on the development of a Concept Plan (or plans) for:

- a) the \pm 800 acre Maine Yankee property and
- b) the immediate region around the site – from the coast to Route 1 south of Wiscasset Village.

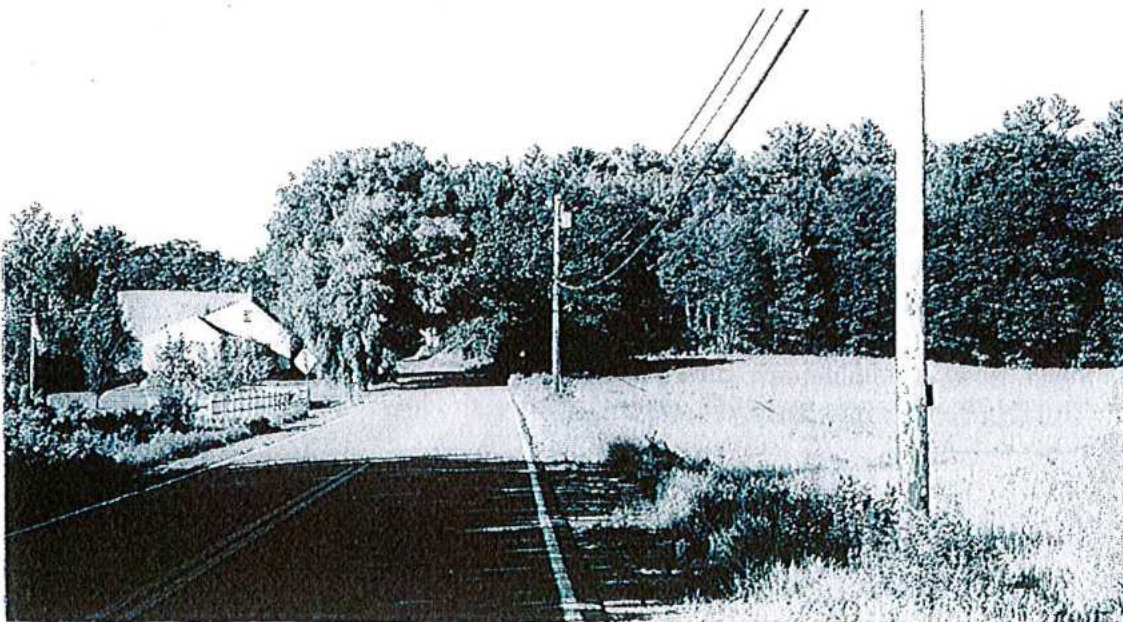
This report contains two parts:

- Descriptions of the **draft plans**.
- Discussion of the **next steps** in the planning process.

This effort is being guided by representatives from the Town of Wiscasset, Maine Yankee, the County Commissioners, the Coastal Enterprise Incorporated, and the Chewonki Foundation. These individuals continue to help shape, and critique, the concept plan as it is developed. The planning process is being paralleled by an on-going marketing effort. Both efforts gain from each other and will help hone the final plans.

The maps and site analyses upon which the draft site plans are based have been provided by Maine Yankee and were developed by Stratex. These wetland, slope, forest cover, utility, and other maps have proved invaluable. They provide a solid base for this work.

Further, the plans presented here have benefited from a review by staff of the Maine Department of Transportation and the State Planning Office. Their input and support of the overall, regional concept plan is appreciated.



Route 144 at the north end of the Ferry Road North site, on right of photo.

Finally, every effort has been made to acknowledge the “Community Criteria” identified in two public workshops held earlier this year with local, county, and state leaders. The criteria are listed below. At these workshops participants identified seven broad **themes**; they are summarized here:

- **Access:** improve transportation and trail access and provide water access.
- * • **Preservation:** ensure development is environmentally responsible; protect air and water quality as well as any unique habitats.
- **Power:** attract clean power generators and/or alternative energy research.
- **Culture:** consider multi-functional community, cultural, and conference facilities.
- **Economic Development:** support businesses that broaden the tax base, require few public services, and provide quality jobs.
- **Residential Development:** some support quality, cluster housing as part of a live/work community; others support economic development without on-site housing.
- **Education:** include on-site educational facilities such as a university branch, research facilities and/or health care/medical research facilities.

COMMUNITY CRITERIA

- ✓ Buffers development from existing residential development;
- ✓ Clusters of developed area (with balance of open space);
- ✓ Compatible with existing industry, e.g., lobster fishing;
- ✓ Developer demonstrates past successes;
- ✓ Development is consistent with Site Release schedule;
- ✓ Economically feasible;
- ✓ Enhances transportation access;
- ✓ Environmentally sound: clean, low noise, low light impact, and sustainable;
- ✓ Expands the tax base;
- ✓ Improves the infrastructure;
- ✓ Includes diverse uses/commercial activities;
- ✓ Includes, or is consistent with, a Master Site Plan;
- ✓ Increases employment;
- ✓ Nice looking and friendly;
- ✓ Preference to a Developer-Operator vs. absentee;
- ✓ Provides higher than entry-level (skilled) jobs;
- ✓ Provides opportunities for small business;
- ✓ Regional impact and benefit;
- ✓ Sustainable: is flexible, responsive to changing technology;
- ✓ Visual impact (from off-site) is minimized.

DRAFT PLANS

Three draft conceptual plans have been prepared to date. They are described below.

Regional Plan Description (see illustration on page 5)

PURPOSE

This plan provides a context for Concept Planning on the Maine Yankee site. It presents ideas for guiding growth south of Wiscasset Village and north of the Woolwich town line, between Route 1 and the coast.

OBJECTIVES

The following objectives informed the regional planning process:

- Improve access to developed and developable sites south of Route 1;
- Limit sprawl, manage access on Route 1, and provide new opportunities for development in this part of the Town of Wiscasset;
- Capitalize on the future potential for commuter rail service;
- Provide improved, safe, and efficient vehicular connections to Route 1 from the Maine Yankee site and its surrounds;
- Incorporate plans for the expansion of the Town's airport runway and airport related development;
- Establish recreational trails that link up conservation and recreational lands within the region; and
- Use the results of the above to rezone the area for mixed uses, including residential, commercial, and industrial uses, provided they are environmentally responsible.

FEATURES

The draft regional plan provides a new, one-mile parkway off Route 1 to the southeast; this limited access road opens up access to the Maine Yankee site, Route 144, and additional development sites (between Route 1 and Route 144), making about 1000 acres of land available. In addition, the plan features a commuter rail park-and-ride facility, adjacent to the parkway and Route 144. In so doing it improves opportunities for development and provides for the establishment of a mixed-use neighborhood center at the north end of the Ferry Road (North) parcel.

The features illustrated on the Regional Plan drawing, shown on page 5, include:

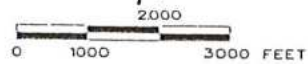
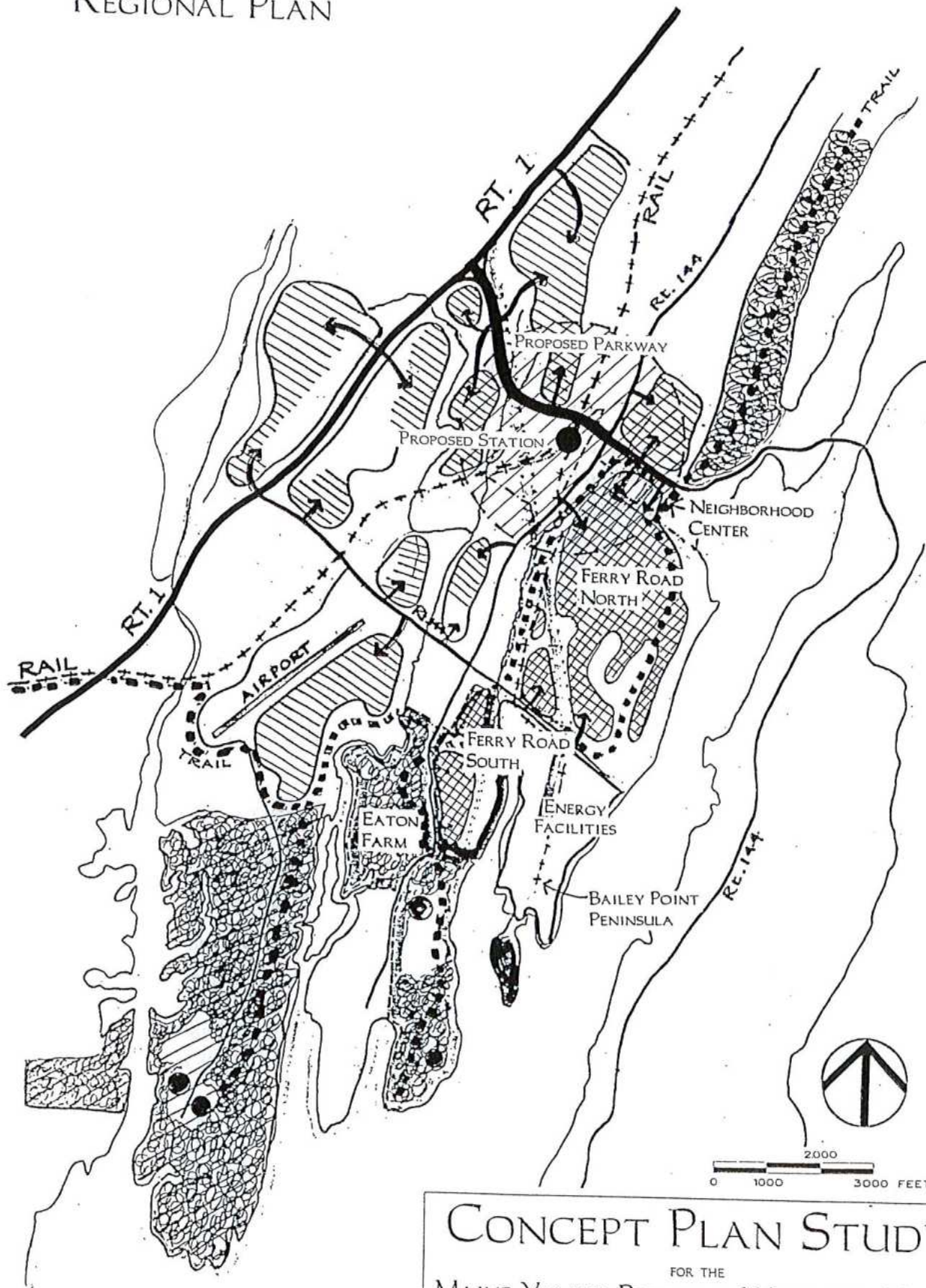
- a new parkway from Route 1 to Route 144;

- a commuter rail station, at the intersection of the parkway and Route 144;
- a neighborhood center, centered around the station, but primarily on the Maine Yankee site;
- development "pods" (the hatched areas) made accessible by the parkway;
- new airport related, commercial development south of the runway;
- a system of hiking trails (shown as dashed lines), all on land that is either conserved (shown with a tree pattern) or controlled by parties associated with the plan; and
- significantly improved access, by rail and road, to the Maine Yankee site, but especially the Ferry Road North parcel (shown cross-hatched).

COMMENTS

- The plan achieves the objectives set forth above. It acts to stem sprawl while offering expanded economic development benefits to the Town of Wiscasset and affected property owners, the most significant, because of the size of the ownership, being Maine Yankee.
- In preliminary discussions with the Maine Department of Transportation staff (from the planning, design, and passenger transportation divisions) and a State Planning Office representative, the plan was greeted with enthusiasm and support. Specific comments addressed:
 - Rail:**
 - * MDOT expects to have the track upgraded next year and could see it operational by 2003, for passenger (commuter and tourist) travel.
 - * MDOT wants a "park and ride" and park and bus" station in this vicinity.
 - Route 1:**
 - * MDOT is looking for ways to reduce sprawl and driveways along Route 1 and/or to maintain mobility on Route 1 by emphasizing off-arterial development.
 - Airport:**
 - * The future of Maine's small airports is in jeopardy given the need for increased security.
 - * If the runway is extended northeast, Route 144 will have to veer in that direction or tunnel under the runway.
- The new parkway appears to offer many benefits, yet it is relatively short (1 mile). Funding its construction has not been discussed, but an impact fee linked to new development offers one possibility.

REGIONAL PLAN



CONCEPT PLAN STUDY
FOR THE
MAINE YANKEE PROPERTY, WISCASSET, MAINE
PREPARED FOR THE
WISCASSET REGIONAL DEVELOPMENT CORPORATION
BY
KENT ASSOCIATES PLANNING & DESIGN CONSULTANTS, GARDINER, MAINE

Ferry Road Area Plan (see illustration on page 8)

PURPOSE

This plan for the Maine Yankee property provides a framework for the development of the \pm 800 acre site. This particular plan builds upon the concepts described in the Regional Plan (*described above*) and sets out to achieve the owner's objectives.

OBJECTIVES

The objectives that guided the development of this plan were:

- Create a mixed-use, neighborhood center that benefits from the proximity of a new rail station and new parkway;
- Design a road network for the Ferry Road North parcel that supports a range of new uses, links key parts of the site and can be built in phases;
- Reserve the Bailey Point Peninsula parcel for energy-related uses;
- Conserve the Eaton Farm property for nature study, outdoor recreation, and environmental education;
- Ensure that a system of trails, linked to a regional system, enhances all the Maine Yankee sites;
- Build flexibility into the plan so it can respond to new market opportunities and different land use demands, while retaining its high quality features; and
- Develop a plan that meets all the criteria identified by local, interested, citizens and organizations (*see page 2*).

FEATURES

This draft Concept Plan for all of Maine Yankee's \pm 800 acres of property features a system of roads and utilities designed to support a broad variety of land uses. This road system has a close-knit grid of streets, at the parkway/Route 144 intersection, to support a high density of development appropriate to an area with excellent highway and train station access. The extent of the road system and the intensity of land use diminishes towards the south, as access and distance to Route 1 diminishes.

The southernmost Eaton Farm property is the least developed parcel; it will feature recreation facilities and possibly an environmental and/or natural science-based education facility.

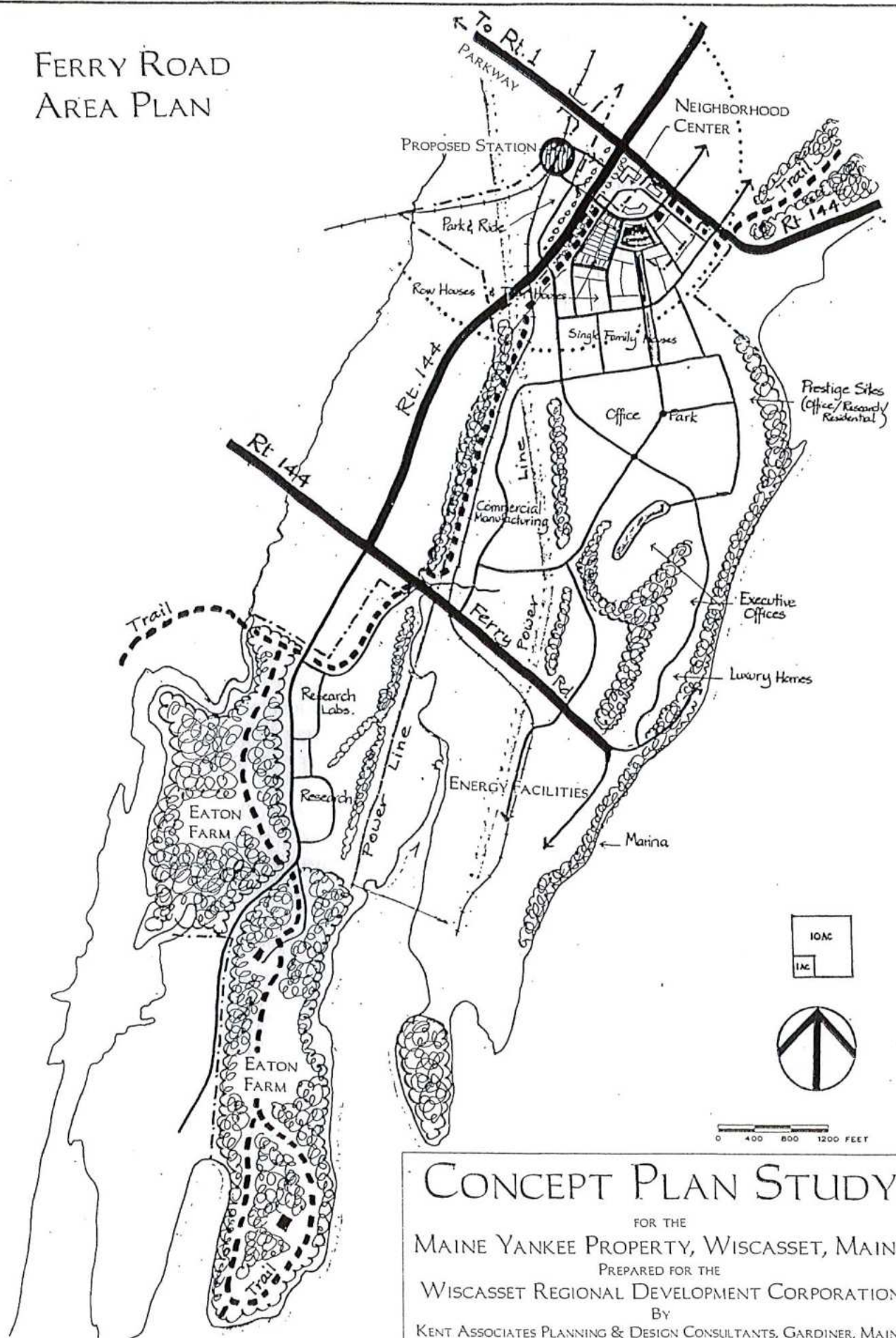
- The Ferry Road South property (north and east of the Farm and west of Bailey Point) sits on the side of a wooded hillside, with water views to the east. No particular uses have been assigned to this parcel; research labs, prestige offices and/or residential uses are all possibilities.

- The Bailey Point property is to be reserved for energy-related facilities, one possibility being facilities associated with the "Neptune" project. A rail spur and two sets of power lines offer potential, and the existence of a barge slip and marina increases the value of this parcel.
- The Ferry Road North property is the largest parcel; its physical characteristics and accessibility offer a range of land-use opportunities:
 - ▶ the neighborhood center, to the north and linked to the rail station, could support a variety of residential, small scale retail, commercial office and service uses, all within a ± 30 acre area;
 - ▶ the eastern part of this property (± 40 acres) has superb water views, but no good water access; development sites here are small but prestigious; "high-end" uses such as luxury homes and executive office or corporate retreats/spas, fit this category;
 - ▶ the central ± 115 acre part of this property is flat, wooded and accessible; a broad range of uses and parcel sizes could be made available here – from residential, to office, to business park to light manufacturing; and
 - ▶ the southwest corner of the property, some ± 40 acres, between the rail spur and power lines is best suited for commercial/manufacturing uses.

COMMENTS

- Within the above-described general street layout and land-use scheme, this plan offers considerable flexibility. It can respond to, and adapt to, different market demand and a broad array of land-use options. It can also inform and give direction to on-going marketing efforts.
- The entire site is well served by water and sewer systems with the capacity to meet anticipated needs; nevertheless, only the main branches are installed, new laterals and the phasing of development have yet to be addressed.
- Observers agree that this plan must feature quality development; some have suggested that:
 - * development meet sustainability and "green" standards;
 - * efforts be made to attract "eco-industrial" companies and businesses (i.e., facilities that share resources and/or feed off each others "waste" products);
 - * consideration be given to alternative fuels and/or energy production facilities (such as bio-diesel fuel and micro-turbines); there may be special federal funds available to explore such options.

FERRY ROAD AREA PLAN



CONCEPT PLAN STUDY

FOR THE
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 WISCASSET REGIONAL DEVELOPMENT CORPORATION
 BY
 KENT ASSOCIATES PLANNING & DESIGN CONSULTANTS, GARDINER, MAINE

Conventional Business Park (see illustration on page 10)

PURPOSE

This plan explores development potential on the Maine Yankee site under the assumption that few external road improvements are made. It also does not anticipate a possible rail station. The result is a workable plan and road layout that can accommodate commercial, business park, type uses. This plan does not promote mixed or higher density uses.

FEATURES

This plan treats the southern properties (i.e. Eaton Farm, Ferry Road South, and Bailey Point) in a similar fashion to the Ferry Road Area Plan.

The Ferry Road North site, however, features a road system that uses, and expands on, the existing on- and off-site roads. The main internal, collector road follows the existing road right-of-way and links Route 144, at the rail spur, to the east end of Ferry Road. Shorter roads, off the collector, complete the road system and serve a variety of development parcels, ranging in size from 3 to 20 acres.

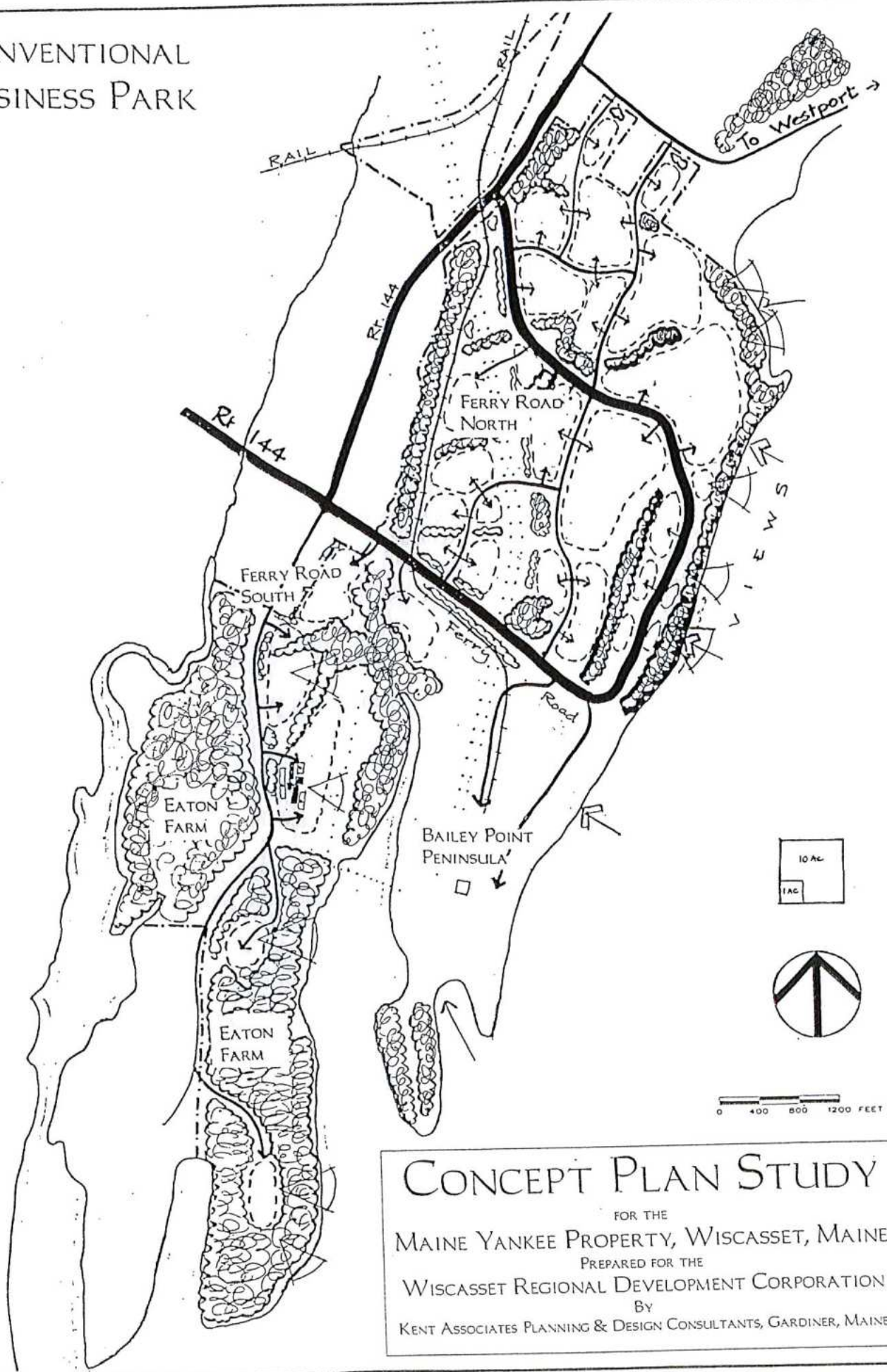
COMMENT

While this plan shows that the Ferry Road North property has good development potential, the plan itself needs further work. For example:

- ▶ How would a future train station affect the layout?
- ▶ Could higher end uses be included along the east edge and the collector road realigned to the west?
- ▶ Would a realignment of Route 144, between Route 1 and around an extended airport runway, cause changes to this plan?
- ▶ If a parkway link to Route 1 were made, does it make sense to tie it into this collector rather than the Westport Island Road?

These and other options will be investigated in the next phase of this design process.

CONVENTIONAL BUSINESS PARK



CONCEPT PLAN STUDY
FOR THE
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KENT ASSOCIATES PLANNING & DESIGN CONSULTANTS, GARDINER, MAINE

NEXT STEPS

STAKEHOLDER MEETING

These draft plans are to be presented to various stakeholders on November 30, 2001. The purpose is to gain feedback from them on the concepts proposed. Invitees include the Commissioners of Transportation and Economic and Community Development, representatives from the Wiscasset Board of Selectmen, the Lincoln County Commissioners, Maine Yankee, and others.

MAPPING

Mapping to support the Concept Plan work is being provided by Maine Yankee. Draft analysis maps of the site are complete and a regional map is being prepared. These are to be fine-tuned for inclusion in a final Concept Plan report. In addition, a tax parcel map for the region is being prepared.

ENGINEERING

As the preferred concept plans are being developed, engineers at DeLuca-Hoffman Associates, Inc., will review and comment on the feasibility of the plans. They are expected to:

- look at sewer and water laterals in terms of cost, feasibility, location, and phasing;
- ballpark estimate parkway, Route 144 tunnel and internal road costs;
- suggest cost-saving alternatives.

TRAFFIC

Casey & Godfrey will estimate the traffic impacts of alternative regional road patterns in terms of:

- the need for grade separations;
- increases and decreases in traffic volume on local roads;
- traffic flow within the Maine Yankee site.

WISCASSET BY-PASS STUDIES

The plans presented here are being developed *independent* of the Maine Department of Transportation's current studies of by-pass feasibility. The concept plan advisory group is neutral on the by-pass. The parkway proposed in the Regional Plan is solely to serve and open up access to developable land south of Route 1, and to replace Route 144 in the vicinity of the airport, if a runway extension is needed.

PROGRAM REFINEMENT

The consultant will continue to work with the Town and Maine Yankee consultants to explore and respond to ideas and signals of interest from potential businesses and tenants on the subject site.

Some basic concepts for an airport business park road system will also be explored, particularly as they relate to the regional roads but primarily Route 144.

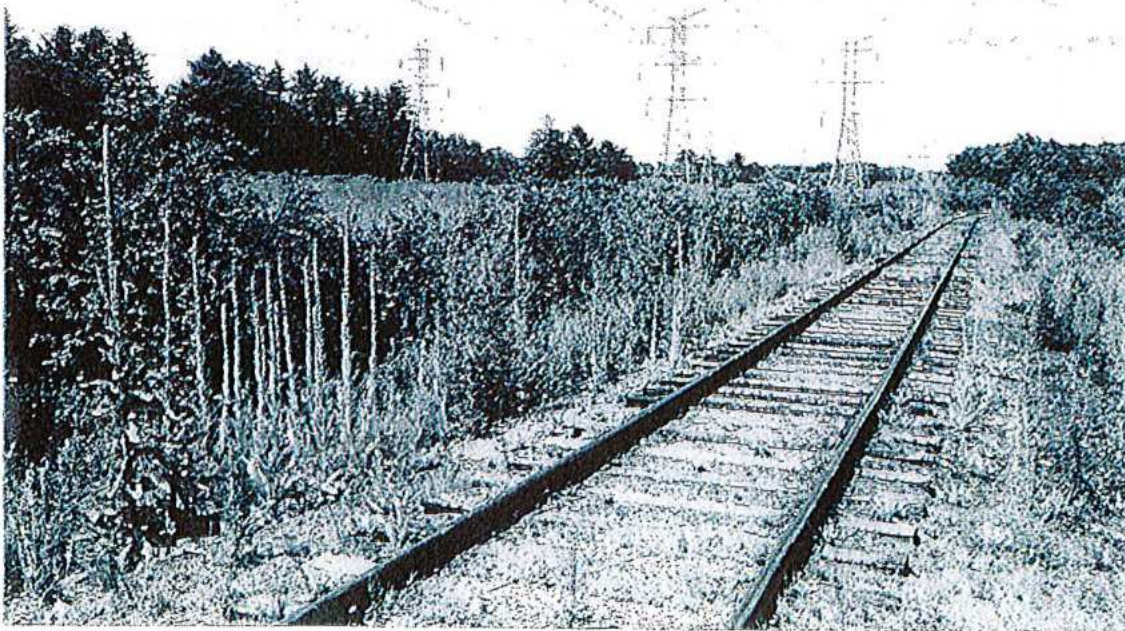
PLAN REFINEMENT

Both the Regional and Area Plans will be refined based on:

- ✓ stakeholder comments;
- ✓ engineering and traffic input;
- ✓ land parcel information (especially in the vicinity of the neighborhood center);
- ✓ wetlands mapping;
- ✓ market and other programmatic information;
- ✓ scenic view considerations; and
- ✓ design ideas.

PRELIMINARY CONCEPT PLAN DEADLINE

The immediate goal is to present revised, improved concept plans for the region and the site to the advisory group by mid-December, following the November 30th meeting.



The rail spur north of Route 144.

APPENDIX

This appendix to the Concept Plan Study for the Maine Yankee site and surrounds, Wiscasset, Maine, contains three sections. They provide important background information on which the concept plan and the recommendations within this report are based.

Section A Traffic Report

Prepared by Diane Morabito, Traffic Consultant and Principal at Casey & Godfrey, Transportation Engineers, Gardiner, Maine

Section B Infrastructure Cost Opinions

Prepared by Dwight D. Anderson, P.E., and Joseph Laverriere, P.E., Consulting Civil Engineers with DeLuca Hoffman Associates of South Portland, Maine

Section C Site Analyses

Prepared by Matt Mills at Maine Yankee and Stratex, Environmental Consultants of Freeport, Maine



Town of Wiscasset

51 Bath Road
Wiscasset, ME 04578
(207) 882-8200
www.wiscasset.org

Proposed Old Ferry Road Property Development Project

The Proposed Old Ferry Road Property Development is located on 300 acres of former Maine Atomic Yankee Company land along the Back River between Old Ferry Road, Birch Point Road, and Westport Island Bridge Road.

The Selectboard is considering developing this property. However, Selectboard believes it must first conduct a regulatory analysis to understand the property site conditions. Then, based on public engagement, it must develop a Conceptual Master Plan for the site.

Proposed Project Goals

The proposed project proposes to create a new neighborhood to improve the quality of life by providing high-quality, attainable housing for many individuals. This will allow individuals to spend less time on their commutes, less money on their housing costs, and be closer to recreational and entertainment pursuits. This project will consider the following goals.

- Develop a community that provides housing for young people, families, and seniors;
- Develop a community that serves a variety of income types, including affordable, workforce, and market rate;
- Develop various housing types, including multi-family, attached, single-family, and accessory dwelling units;
- Develop a community that strives to be sustainable by using clean energy and green infrastructure principles in the design;
- Develop a walkable area connected to neighboring recreational and open space assets, including the Chewonki Cushman Preserve and the Town's Old Ferry Road Boat Landing;
- Develop several parcels for future development for clean energy and technology businesses.

Planning and Development Department
Proposed Old Ferry Road Property Development Project

Proposed Project Rationale

A significant component of economic development is attainable housing. Local businesses and employers, like the town and school, have had difficulty recruiting employees due to the lack of affordable housing in the area, which has contributed to the labor shortage. Employees travel more to work, live in substandard housing, and pay more than they can afford for housing. Abundant data is demonstrating the need for more affordable housing in Lincoln County. According to the county's projections, the Town has the potential for 17 single-family homes, 22 attached single-family homes, 61 multi-family housing units, and 10 accessory dwellings. Lincoln County Housing Needs Assessment, May 2023. (I have copies available at the town office and posted on the town website)

Completed Project Milestones

LCRPC Request for Letter of Interest for Town Planning Projects

The LCRPC letter dated July 19, 2024, states that Lincoln County is interested in reallocating ARPA dollars to provide financial assistance to Lincoln County towns that need planning dollars to advance the development of affordable first responder and/ or municipal workforce housing on town-owned parcels. (See letter)

Town's Submission for Letter of Interest for Town Planning Projects

On Tuesday, July 30, 2024, Selectboard authorized the town to submit a letter of interest for town planning projects to the Lincoln County Regional Planning Commission for hiring a land-use consultant/ engineering firm to conduct a regulatory analysis and master planning for the Old Ferry Road development. (see letter)

LCRPC Expression of Interest for the Town's Proposal

The LCRC Review Committee letter dated September 20, 2024, expressing interest in funding the Town of Wiscasset Planning Project with Lincoln County Affordable Housing ARPA Funds to hire a land-use consultant/ engineering firm for planning services for the Old Ferry Road Development. (See letter)

Town's Letter of Support for Accepting Lincoln County Affordable Housing ARPA Funds

On Tuesday, October 1, 2024, the Selectboard voted to submit a letter of support to accept Lincoln County Affordable Housing ARPA Funds to hire a land-use consultant/ engineering firm for planning services for the Old Ferry Road Development. (see letter)

Compliance Requirements for Lincoln County Affordable Housing ARPA Funds for Planning Projects – Funding Award for the Town of Wiscasset

On Tuesday, November 5, 2024, the Select Board voted to authorize the Town Manager to execute, on behalf of the Town of Wiscasset, the Funding Award letter for Lincoln County Affordable Housing ARPA Funds for Town Planning Projects. (see funding award)

Timber Harvesting

On Tuesday, November 5, 2024, the Select Board voted to authorize the Town Manager to execute the timber harvesting contract with Guy M. Pomeroy Logging on behalf of the Town of Wiscasset. This timber harvest would follow forestry management best practices to generate moderate revenues and allow for good forestry management. (see agreement)

Brownfield Site Assessment

LCRPC submitted another Brownfield Site Assessment grant application this fall. They have agreed to support our project if grant funds are awarded next year. If awarded, a Phase I Site Assessment would begin during the summer of 2025. However, the Town has decided not to wait for LCRPC Brownfield Site Assessment grant monies; the Town has requested Maine Department of Environmental Protection Brownfield Program funds to complete the review sooner.

Legal Review

The Town Attorney has completed an exhaustive title search, inspected the town's property foreclosure files, and rendered a legal opinion.

Planning Project Next Steps

Consultant Selection Process - January-March 2025 (1-3 months)

Send out RFP/Q for Planning Services: The town will send a Request for Qualifications for a land-use consultant/ engineering firm to conduct a regulatory analysis and master plan.

Regulatory Analysis - April-August 2025 (4-5 months)

Engage a reputable land use planning and/or engineering firm to perform a comprehensive regulatory analysis, including an updated site survey to understand better existing site conditions, environmental considerations, covenants/restrictions

**Planning and Development Department
Proposed Old Ferry Road Property Development Project**

impacting development, regulatory requirements, zoning/allowed uses for the site, sewer/water availability, traffic impacts.

- Existing conditions site survey (conducted when there is no snow cover);
- Environmental survey (desktop analysis);
- Sewer/water availability survey (drilling program);
- Traffic impact analysis (conducted during the summer – peak traffic time);
- Marketing Analysis;

Master Planning and Public Engagement - September 2025–March 2026 (6-8 months)

Following the regulatory analysis, utilize the land use planning and/or engineering firm to perform some master planning work to develop concept site plans and conduct financial proforma analysis likely for phased development of the site. This should include a robust stakeholder and public engagement process so the project can hopefully get buy-in from the community and allow residents to understand the development potential and constraints identified through the regulatory analysis. Conduct preliminary market analysis on proposed land uses and conceptual site plans.

- Public outreach/ engagement
 - Kick-off meeting early in the process to explain the project and educate residents about affordable housing;
 - (3-4 meetings);
- Conceptual Master plan for development;
- Phased development analysis;

The Master Planning and Public Engagement Phase may overlap with the Regulatory Analysis.

Proposed Project Cost

The Town's contribution to this project will be staff time, site development, and infrastructure construction, such as sewer, water, roads, and parks. Grants and tax-exempt municipal bonds will be one method of paying for infrastructure costs. Bonds will be paid back by creating a tax increment district (TIF). This project will be built in phases. For example, one developer might build single-family homes in one phase, another might build multi-family homes in another, and another might create a senior living community in another.

Any major decisions regarding this property, such as rezoning, tax increment financing, bonds, specific grants, and land sales, must be made at the Annual Town Meeting.

**Planning and Development Department
Proposed Old Ferry Road Property Development Project**

Project Website:

The Town of Wiscasset Planning and Development Department created a special website for regular updates and information regarding the following project:
Proposed Old Ferry Road Property Development Project, go to:

<https://www.wiscasset.org/departments/planning-and-development/proposed-old-ferry-road-property-development>

Last Updated: 12/31/2024

Project Manager:

Aaron Chrostowsky, Economic Development Director
Phone: (207) 882-8200 Ext. 8
Email: economicdeveloper@wiscasset.org.

