

April 2011

Androscoggin Riverwalk Trail Project **Topsham, Maine**

Preliminary Design Report **PIN 017471.00**



TABLE OF CONTENTS

Preliminary Design Report

- General Description 1-1
- Scope of Work 1-2
- Summary of Design Considerations 1-4
- Estimate of Costs 1-7
- Anticipated Construction Schedule 1-7
- Approvals 1-7

Attachment 1 Public Participation Process

- 12-13-11 Public Notice -
- 12-13-11 Public Meeting Attendance List -
- 12-13-11 Public Meeting Questionnaire Compilation -

Attachment 2 Environmental Evaluation

- Stantec Wetland Delineation Report -
- Maine Department of Environmental Protection -

Attachment 3 Cost Estimate

- Detailed Preliminary Design Construction Cost Estimate -

Attachment 4 Utility Coordination

- Utility Coordination Letter - Comcast -
- Utility Coordination Letter - FairPoint Communications -
- Utility Coordination Letter - Topsham Sewer District -
- Utility Coordination Letter - Central Maine Power, Co -

Attachment 5 Right-of-Way Documentation

- Town of Topsham - Mill Street Right-of-Way -
- Central Maine Power - Easement Agreement -
- Topsham Sewer District - Utility Easement -

Drawing List (Bound Separately)

- Cover Sheet -
- General Notes, Legend & Abbreviations C-1
- Overall Site Plan C-2
- Site Layout Plan I C-3
- Site Layout Plan II C-4
- Erosion Control Notes & Details I C-5
- Details C-6

Androscoggin Riverwalk Trail Preliminary Design Report

Topsham, ME
PIN 017471.00

Date: April 19, 2011

Town: Topsham, Maine

Town Contacts:

Rich Roedner, Town Planner

Contract Administrator:

Paul Pottle, Maine DOT

Route: (See Attached Plans)

A new shared-use path (herein referred to as a trail) will connect from the existing sidewalk on Bridge Street at the Swinging Bridge to the westerly end of the existing sidewalk on Summer Street. The trail follows the general layout of the existing informal gravel access drive, within the Topsham Sewer District's easement, the Town right-of way of the former Mill Road and Central Maine Power Company land (Topsham Tax Map U-1 Lot 8). The trail crosses onto NextEra Energy's property between connections to proposed sidewalk segments on Summer Street. The new sidewalk segments connect the trail to the existing sidewalk on the south side of Summer Street.

Termini:

The trail termini are at the end of the sidewalk that connects the parking lot on Bridge Street to the Swinging Bridge and at the existing sidewalk on the south side of Summer Street.

Length:

Approximately 0.40 Miles / 2,115 Linear Feet

Purpose & Need:

The Town of Topsham intends to construct a multi-use paved trail for pedestrians, bicycles and periodic maintenance vehicles for year round access along the Androscoggin River as part of a larger 1.5 mile loop connecting Topsham and Brunswick via the Frank Wood "Green" bridge and the pedestrian Swinging Bridge. The trail is adjacent the Androscoggin River on the east and village residential neighborhoods to the west.

There is no such pedestrian and bicycle infrastructure in this project area, from the end of the existing sidewalks on Summer Street to Bridge Street. Currently, pedestrians and cyclists travel the existing gravel informal path following the sewer main or travel along the Bridge Street sidewalk until the intersection of Summer Street and then follow the travel lanes of Summer Street until approaching Main Street where a short section of sidewalk on Summer Street exists. Installing a new paved multi-use trail will improve pedestrian and bicyclist safety in the neighborhood area.

Traffic Data:

N/A

Highway System:

N/A

FHWA Function Class:

N/A

FHWA Oversight:

N/A

Applicable Standards:

AASHTO Guide for the Development of Bicycle Facilities, 1999
MaineDOT Highway Design Guide
Americans with Disabilities Act Accessibility Guidelines, 2010

Pedestrian and Bicycle Accommodations:

The trail provides a safe means for pedestrians and cyclists along the entire length of the project, connecting the pedestrian swinging bridge and sidewalks along Bridge Street to the sidewalks along Summer Street. The trail will be paved and access will be maintained on a year round basis.

Design Speed:

25 MPH

Design Life:

20 years

Public Process:

A public meeting was held at the Topsham Town Office on December 13th of 2010. This meeting provided an opportunity for the public to comment on the design. Notes recorded by Wright-Pierce and Town Staff during the meeting have been forwarded to Town Staff and MaineDOT for consideration during the review process of the preliminary design report. A summary of public input and an attendance list are also included with this report (see Attachment A1).

Scope of Work:

The scope of work generally includes construction of a new paved trail from the parking lot serving the pedestrian "Swinging Bridge" on Bridge Street to Summer Street, along with two short sections of new sidewalk on Summer Street to connect to the existing sidewalks leading north towards Main Street. The existing informal gravel access drive, generally following the sewer main route, will be excavated to a depth of 12 inches, new gravel base material will be placed and the trail pavement will be flush with existing grade and sloped to drain towards the Androscoggin River. Four areas of channelized surface drainage flows and/or existing culverts will receive new/replaced culverts and the trail will be raised 6 inches above existing grade in these areas to direct flow under the proposed trail. The steep grade as the trail approaches Summer Street will require fill, with 3:1 side slopes and clearing of mature vegetation. The trail in this area will have a maximum running slope of 8% with a landing at the midpoint of the steep slope portion with a 2% landing, ten feet in length. At the bottom of the steep slope portion, a section of the informal gravel access drive will be re-graded at a 5% slope to continue to allow the Topsham Sewer District's maintenance vehicles to have access to their sewer main along the trail. Trail signage shall be installed in accordance with MUTCD standards and removable bollards will be set in the middle of the trail at each termini to allow for periodic access of maintenance vehicles while deterring general motor vehicle access. Portions of the existing metal guardrail where the trail crosses onto NextEra Energy's property will be removed, allowing the trail to go around the perimeter of the existing gravel parking area along Summer Street. The contractor will coordinate his/her efforts with the Town of Topsham and the Topsham Sewer District, who will be adjusting the existing sewer manholes to grade as necessary, and setting granite benches prior to final paving of the trail.

Shared-Use Path Section:

Width - 8 feet

Surface - 2-inch depth 9.5 MM Hot Mix Asphalt

Base Material - 12-inch depth of aggregate base type "B" to match existing grade. In areas where drainage crossing improvements exist, grade will be raised 6 inches above adjacent existing grade.

Cross Slope - 2%

Shoulder - 1:6 max. slope for 2 feet, then 3:1 max. side slope to meet existing grade.

Clearance - 3-foot min. / 6-foot max. horizontal distance from fixed objects along the side of the trail, such as signs, guardrails, vegetation, etc. 10-foot vertical distance from all overhead vegetation.

Sidewalk Section:

Width - 5 feet, including bituminous curbing.

Surface - 2-inch depth of 9.5 MM Hot Mix Asphalt.

Base Material - 12-inch depth of aggregate base type "B".

Cross Slope - 2%.

Clearance - 3 foot min. / 6 foot max. horizontal distance from fixed objects along the side of the trail, such as signs, guardrails, vegetation, etc. 10-foot vertical distance from all overhead vegetation.

Summary of Design Considerations:

The shared use path is designed to meet the design criteria for bicycle facilities in accordance with the AASHTO Guide for the Development of Bicycle Facilities, 1999. The project also is designed in compliance with the 2010 Americans with Disabilities Act Accessibility Guidelines and the standards of the MaineDOT Highway Design Guide.

- The trail is anticipated to have low pedestrian and bicycle traffic volumes, so an 8-foot wide paved trail is proposed to accommodate the intended level of usage.
- Removable bollards will be installed at each trail head to discourage unauthorized motor vehicle access, while allowing for periodic access of Town and Topsham Sewer District maintenance vehicles.
- The trail surface will generally match the existing grade.
- The existing culverts are in poor condition and will be replaced at their current location and inverts. The trail will be raised over the culverts to provide 12-inch depth of aggregate base between the top of the culvert pipe and the paved trail.
- The trail will be raised in two additional areas by 6 inches, where periodic ponding of water and channelized flow towards the Androscoggin River occurs. These flows will be conveyed under the trail by new 12-inch diameter culverts.
- The 175-foot centerline radius curve of the trail at the steep slope area leading up to Summer Street, based on 2% superelevation rates, allows for a bicycle design speed of 25 mph.
- The total length of steep slope (8%) along the proposed trail is 285 linear feet. A resting interval at the midpoint of this trail segment (142 feet +/-) is proposed with a length of 10 feet and running slope of 2%. This meets the suggested guidelines of both AASHTO and ADA for pedestrian and bicycle accessibility of trails where the maximum recommended length of trail with a running slope of 1:12 is 200 feet for ADA Outdoor Developed Areas and 300 feet for AASHTO Development of Bicycle Facilities, 1999 guidelines.

Exceptions to Controlling Standards:

None.

Avoidance and Minimization:

The trail is located primarily within the right-of-ways and easements for the entire length of the project, with the exception of a segment anticipated to need an easement from NextEra Energy. The trail will generally be placed on the same grade as the existing informal gravel footpath in the project area. Substantial grading will only be needed on the NextEra Energy parcel in order for the trail to comply with ADA guidelines as it goes up the steeper slope towards Summer Street.

Right-of-way:

All of the proposed infrastructure improvements are intended to be completed within the Town's right-of-way along the former Mill Road, within Maine Power Company land (Topsham Tax Map U-1 Lot 8), and within the Topsham Sewer District's sewer main easement, until entering NextEra Energy's parcel adjacent to Summer Street. An easement will be obtained from NextEra

Energy and then the remainder of the trail and sidewalk work will be located within the Town right-of-way along Summer Street (see Attachment 5).

Permitting:

During November of 2010, Stantec (formerly Woodlot Alternatives) performed an environmental assessment of the project area.

In accordance with their findings, permitting for the project is anticipated to require a Natural Resources Protection Act Permit-By-Rule, as administered by the Maine Department of Environmental Protection. Wright-Pierce confirmed this requirement after submitting draft review materials to the agency. The NRPA PBR is being submitted to MeDEP concurrently with submission of this PDR to MeDOT (see Attachment 2).

Additionally, as the project is located within the Town of Topsham's shoreland zone, it will be designed in compliance with all local municipal ordinance requirements.

Utilities:

The following utility owners have facilities located within the project area:

Central Maine Power
Comcast
FairPoint Communications
Topsham Sewer District

We do not anticipate this project requiring the relocation of any local utilities. Coordination of the proposed multi-use trail with existing sewer facilities will be reviewed with the Topsham Sewer District. Utility coordination letters have been sent to each respective utility listed above (see also Attachment 4).

Maintenance of Traffic:

Maintenance of Traffic will be per MUTCD standards. Most of the work will be along the Androscoggin River and away from vehicular traffic on Bridge Street and Summer Street. It is anticipated that no road closures will be necessary to construct this project, however, temporary one lane alternating of traffic may be necessary to conduct the sidewalk work on Summer Street.

Estimate of Costs:

The current probable construction cost estimate for the pedestrian and bicycle infrastructure improvements is \$108,000, a figure that may change as the plans are refined, based on the outcome of the final design review process. See the table below for a breakdown of general costs. (See Attachment 3 for a detailed schedule item construction cost estimate.) While there is an estimated amount of additional funding for construction, based on MeDOT unit prices averages for contracts awarded by the state between 05/27/2007 and 05/11/2010, the Town and Wright-Pierce have both seen project bid results for similar project work result in lower construction costs within the past year. The Town desires to bid the project generally as designed with the understanding that future need of construction funds may still be necessary. These additional funds are anticipated to be provided as either "in-kind" services by the Town of Topsham (e.g. removal of guardrail, site clearing, etc.) or by additional funds provided by the Brunswick-Topsham Androscoggin Riverwalk.

	Program	Available	Estimated	Future Need
Preliminary Engineering	\$12,000	\$12,000	\$12,000	\$0
Construction	\$108,000	\$108,000	\$136,277.50	\$28,277.50
Construction Engineering	\$0	\$0	TBD	TBD
Right-of-way	\$0	\$0	\$0	TBD
Total	\$120,000	\$120,000	\$148,277.50	TBD

Construction Schedule:

Bidding for this project is anticipated for May/June of 2011. Construction is anticipated for Summer/Fall of 2011.

Approvals:

	Date	Approved by:
Approved for Preliminary Plan:	_____	_____
Public Participation Complete:	_____	_____
Approved for Final Design:	_____	_____

ATTACHMENT 1
Documentation of Public Participation Process

PUBLIC NOTICE

The Town of Topsham will hold a public meeting on December 13, 2010 at 6:00 p.m. in the Town Hall Meeting Room (1st Floor) to present information and solicit public input on the design of the Topsham portion of the Androscoggin Riverwalk. Representatives of the Town, the Town's consulting design engineer and the Androscoggin Riverwalk Committee will be present. All interested persons are invited to attend.

The Androscoggin Riverwalk will be a year-round facility stretching from the northerly end of the Androscoggin River Swinging Pedestrian Bridge to the sidewalk on Summer Street adjacent to the existing dam. This section will connect to the future section in Brunswick, running from the Frank Wood Bridge upstream to the southerly end of the Swinging Bridge.

For more information, please contact Richard Roedner, Director of Planning and Codes Enforcement, at 207-725-1724, or via email at rroedner@topshammaine.com.

**SIGN-IN-SHEET
TOPSHAM
ANDROSCOGGIN RIVERWALK
(PUBLIC INPUT SESSION)**

DATE: Monday, December 13, 2010 at 6:00 PM

LOCATION: Topsham Town Hall Meeting Room

Name (please print legible)	Address	Use or Interest in Project (scribble)
Travis Pryor	99 Main St, Topsham	Wright-Pierce
RALPH WILLIAMS	121A Main St Topsham	Town History
Paul Genthner	19 Prospect St Topsham	neighborhood
Jane LeDuc	Topsham Parks & Rec	Town of Topsham
Rich Roebler	Topsham Planning Dept.	Town of Topsham
Doris Nemim	38 Bridge St, Topsham	neighborhood
FRB DWIGANS	7 MAIN ST. TOPSHAM	neighborhood
Donald Gower	23 Front St., Topsham	Friend + neighbor degower@comcast.net
Victor Langels	2 Brookside Dr. Topsham	vlangels@edipseservices.com
ALISON HARLES	38 CUMBERLAND ST BRUNSWICK	RIVERWALK ADVISORY COMMITTEE
Nancy Randolf	14 Munroe Ln	Co-Chair Riverwalk Com

ANDROSCOGGIN RIVERWALK - TOPSHAM

Public Input Questionnaire

Public Presentation Held December 13th, 2010 at 6:00 PM at the Topsham Town Hall Meeting Room

1. DESIGN CONSIDERATIONS

	CHECK ONE / WRITE DESCRIPTION				
	Priority/Importance			Don't Want	Unsure
	High	Medium	Low		
Site Safety					
Site Lighting		III	I		
Access to River's Edge	III			I	
Other?					
Site Amenities					
Benches	II	I			
Bench Material (i.e. formal, informal, wood, granite, metal...)	<i>Granite, low maintenance, used curbing (III) Wood (I)</i>				
Landscaping (i.e. Shrubs, Street Trees, Perennials...)	<i>Natural Shrubs, e.g. Rosa Rugosa (II) Perennials, Continuous Seasonal Flowering (III) Trees (I)</i>				
Trash Receptacles	III				
Pet Waste Receptacles	II	II			
Site Lighting (10 Foot Pole, Ground Level Bollard...?)	<i>Just at Street Entrances (I) 10 Foot Pole (I) Unobtrusive (I)</i>				
Other?	<i>Nature and Historic Signage (I)</i>				
Other?					
Other Project Issues?					
Please List and Describe Below					

ATTACHMENT 2
Environmental Evaluation

Travis J. Pryor

From: Cabot, Christopher [Christopher.Cabot@maine.gov]
Sent: Tuesday, March 08, 2011 9:43 AM
To: Travis J. Pryor
Subject: RE: Androscoggin Riverwalk Permitting Regulations Review
Attachments: SEC2- 2009.doc

Hi Travis,
Colin and I have looked at the plans, and it appears that this work can be permitted through at Section 2 PBR.

I've attached the Section 2 document and here is a link to the application:

Application:

<http://www.maine.gov/dep/blwq/docstand/nrpa/pbrform.pdf>

Colin will be the one reviewing the PBR when it comes in.

-Chris

Maine Dept. of Environmental Protection
Enforcement & Field Services
Bureau of Land & Water Quality
(207) 446-1875

From: Travis J. Pryor [mailto:tjp@wright-pierce.com]
Sent: Monday, March 07, 2011 3:16 PM
To: Cabot, Christopher
Subject: Androscoggin Riverwalk Permitting Regulations Review

Hi Chris,

Please find attached existing conditions photos, a wetlands delineation report by Stantec (formerly Woodlot Alternatives) and some preliminary design plans. I look forward to hearing back from you regarding associated level of permitting requirements.

Travis

Travis J. Pryor | ASLA, LEED-AP
Landscape Architect

Wright-Piece | Engineering a Better Environment
www.wright-pierce.com

Offices throughout New England
Toll Free 888.621.8156 | Direct 207.725.8721 | Fax 207.729.8414

Serving New England for Over 60 Years



Stantec

November 30, 2010

Jonathan Edgerton
Wright-Pierce
99 Main Street
Topsham, ME 04086

**Subject: Wetland Delineation Report
Androscoggin River Walk Trail Design Project, Topsham, Maine**

Dear Jon:

As requested, on November 11, 2010, Stantec Consulting (Stantec) completed a wetland delineation at the proposed Androscoggin River Walk Trail project site in Topsham, Maine. Wetland boundaries were determined using the technical criteria established by the U.S. Army Corps of Engineers (Corps) and the Maine Department of Environmental Protection (MDEP). Wetland boundaries were marked with pink, numbered flagging and located using a Global Positioning System (GPS) Trimble® Pro-Series receiver. GPS data were then used to create the attached wetland delineation map (Figure 1). Copies of the original field notes and site photographs are available upon request.

Site Description

The project area is located along the western bank of the Androscoggin River in Topsham, Maine. The area consists of an approximately 1,800-foot long path from the Androscoggin River Swinging Bridge to an existing sidewalk on Summer Street. The delineation area included 50 feet on the north side of the existing path and the area between the path and the Androscoggin River. The landscape around the project area is highly developed and includes residential development to the north and municipal development to the northeast. Dominant canopy species in the upland surrounding the wetland area include northern red oak (*Quercus rubra*), white ash (*Fraxinus americana*), sugar maple (*Acer saccharum*), and silver maple (*Acer saccharinum*). Shrub species present include American honeysuckle (*Lonicera canadensis*), multiflora rose (*Rosa multiflora*), red raspberry (*Rubus ideaus*), and Japanese barberry (*Berberis thunbergii*). Because the survey was conducted late in the fall season, many herbaceous species were unidentifiable. Some noted species include Japanese knotweed (*Fallopia japonica*), wild cucumber (*Echinocystis lobata*), goldenrod species (*Solidago* sp.), and assorted vegetative grasses.

According to the U.S. Department of Agriculture *Soil Survey of Androscoggin and Sagadahoc County, Maine*,¹ there are two soil types mapped within the project area. The majority of the site is mapped as Adams loamy sand, with the northeastern tip of the project area mapped as Hollis fine sandy loam. Both soil types are somewhat excessively drained and are formed from glaciofluvial deposits.

Wetland Description

Stantec identified one wetland and one stream within the project area, which are shown on the attached Figure 1.

¹ U.S. Department of Agriculture, Natural Resources Conservation Service. Web Soil Survey. *Soil Survey of Androscoggin and Sagadahoc County, Maine*. Accessed on November 18, 2010. Available at: <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>.



Stantec

Wetland 1 (W1) is a palustrine scrub-shrub² wetland located along the edge of the Androscoggin River on a small sandy peninsula at the river edge. There are no tree species within the wetland boundary. Dominant shrub species include red-osier dogwood (*Swida sericea*), red maple (*Acer rubrum*), and black ash (*Fraxinus nigra*). The herbaceous layer is dominated by Canada reed grass (*Calamagrostis canadensis*) with sensitive fern (*Onoclea sensibilis*) also present. A small patch of Canada reed grass was growing further out into the river, which may indicate that when the river is lower, there is an additional area of palustrine emergent wetland associated with this wetland. The soils within this wetland are deposited sand that exhibits a depleted matrix with redoximorphic features at six inches below the soil surface. At the time of the delineation, evidence of wetland hydrology included soil saturation to the surface and areas of inundation where the river has flooded the wetland.

Stream 1 (S1) is an MDEP-jurisdictional stream that is likely intermittent and flows from the slope along Bridge Street through an existing culvert under the existing path and continues to the Androscoggin River. The stream flows through large boulders at the bank of the Androscoggin River before draining into the river and contains one shallow pool at the outlet of the culvert. At the time of the delineation, the stream was approximately one foot wide with a defined channel and a scoured mineral bottom. The stream channel substrate consisted of sand and gravel and was devoid of terrestrial vegetation. The depth of flowing water at the time of the survey was approximately three to five inches.

As shown on Figure 1, Stantec also located with a GPS those portions of the shoreline of the Androscoggin River adjacent to the proposed project. While the river edge was surveyed to provide information for setbacks and project planning, a detailed assessment was not performed because impacts to the river are not anticipated.

State and Federal Wetland Regulations

The MDEP and the Corps regulate the resources identified within the project area. Under the provisions of Section 404 of the Clean Water Act, the Corps regulates activities within waters of the United States, which include navigable waters and all their tributaries, adjacent wetlands, and other waters or wetlands where degradation or destruction could affect interstate or foreign commerce. The Corps has issued a General Permit (GP) for the State of Maine that merges the federal and state permit review process for many projects. In Maine, wetlands and waterbodies, as well as other protected natural resources, are regulated under M.R.S.A. 38 §§ 480A-480FF, the Natural Resources Protection Act (NRPA).

The Maine GP includes two permitting levels: Category 1 and Category 2. In general, projects that avoid higher functioning wetlands and that involve less than 15,000 square feet of fill and associated secondary impacts qualify for Category 1. Project impacts are cumulative and include proposed direct impacts, secondary impacts associated with these direct impacts, as well as any historic fill (i.e., fill placed since October 1995). Qualification for Category 1 must meet a detailed set of standards as presented in the GP. Category 2 projects are those that involve between 15,000 square feet and less than 3 acres of wetland fill and associated secondary impacts. Projects that do not meet the standards for a Category 1 or Category 2 permit are reviewed under the Corps Individual Permit process.

Projects that do not impact a wetland or projects that impact less than 4,300 square feet of wetland are usually exempt from the NRPA Tier permitting requirements. This exemption does not apply if the impact is: 1) in, on, or over a coastal wetland, great pond, river, stream, or brook; 2) within 25 feet of those resources, or is more than 25 feet and no erosion control is used; 3) in a shoreland zone or a wetland protected by the shoreland zone; 4) part of a wetland with more than 20,000 square feet of open water or emergent vegetation, except artificial impoundments; 5) in peatland; 6) part of a larger project; or 7) in Significant Wildlife Habitat. Typically, projects with cumulative impacts to freshwater wetlands between 4,300 and 15,000 square feet are eligible for review under the Tier 1 process. The Tier 2 review process applies to alterations that affect between 15,000 and 43,560 square feet (i.e., 1 acre) of freshwater wetlands. Cumulative freshwater wetlands impacts that exceed 1 acre typically require a Tier 3 review. Impacts to *Wetlands of Special Significance*, rivers, streams and brooks, great ponds, and Significant Wildlife Habitat

² Wetland classifications per Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of Wetlands and Deepwater Habitats of the United States. Office of Biological Services, U.S. Fish and Wildlife Service. FWS/OBS-79/31.

typically require an Individual Permit. Based on Stantec's site visit, Wetland 1 is a *Wetland of Special Significance* because it is located within 25 feet of the Androscoggin River. In addition, Wetland 1 is located within the area of a 100-year flood as shown on flood insurance maps produced by the Federal Emergency Management Agency, further classifying it as a *Wetland of Special Significance*.

The MDEP also allows for certain activities to be permitted under the Permit-By-Rule (PBR) process. A PBR activity will not significantly affect the environment if carried out in accordance with MDEP guidelines. A PBR satisfies the NRPA permit requirement and Water Quality Certification requirement. Based on Stantec's field survey, soil disturbance within 75 feet of the edge of Wetland 1 could be permitted under Section 2 of the PBR Standards, provided that the disturbance does not occur within 25 feet of the wetland edge. Soil disturbance within 25 feet of this wetland may require an Individual Permit. Additionally, crossing of Stream 1 may be permitted under Section 10 of the PBR Standards, which applies to the bridge span or culvert crossing of a river, stream or brook. Maintenance and repair of an existing culvert is exempt from the NRPA, provided that certain standards are met; therefore, a PBR may not be required if a new culvert is not needed for the project.

Full identification of *Wetlands of Special Significance* involves contacting natural resource agencies such as the MDEP, Maine Natural Areas Program, and the Maine Department of Inland Fisheries and Wildlife to determine if there are any known rare species or features at the site. According to the MDEP, there are no Significant Wildlife Habitats associated with the project area. Remaining responses are pending and will be forwarded upon receipt.

Local Wetland Regulations

The Town of Topsham (Town) Zoning Ordinance³ provides the following definition of the "Shoreland Zone": "The land area located within 250 feet, horizontal distance, of the normal high-water line of any great pond, river or saltwater body; within 250 feet of the upland edge of a coastal or freshwater wetland; or within 75 feet of the normal high-water line of a stream." Based on Stantec's site visit and the definitions provided in the Town's Zoning Ordinance, the project area is located within the Shoreland Zone because it is within 250 feet of the Androscoggin River. Therefore, development in this area is subject to the standards and conditions of the Shoreland Overlay District. Land use activities within the Shoreland Overlay District are limited and may be required to conform to performance standards stated in the Town ordinance.

Wetland 1 does not meet the Town's definition of a freshwater wetland because it is less than 10 acres in size and is not adjacent to a surface water body (river, stream, or brook excluded). Stream 1 meets the Town's definition of stream. Stantec recommends further consultation with the Town Code Enforcement Officer to determine what restrictions would be placed on proposed development within the project area.

Please contact our office if you have questions related to the information presented in this report or if we can be of further assistance.

Sincerely,
Stantec Consulting

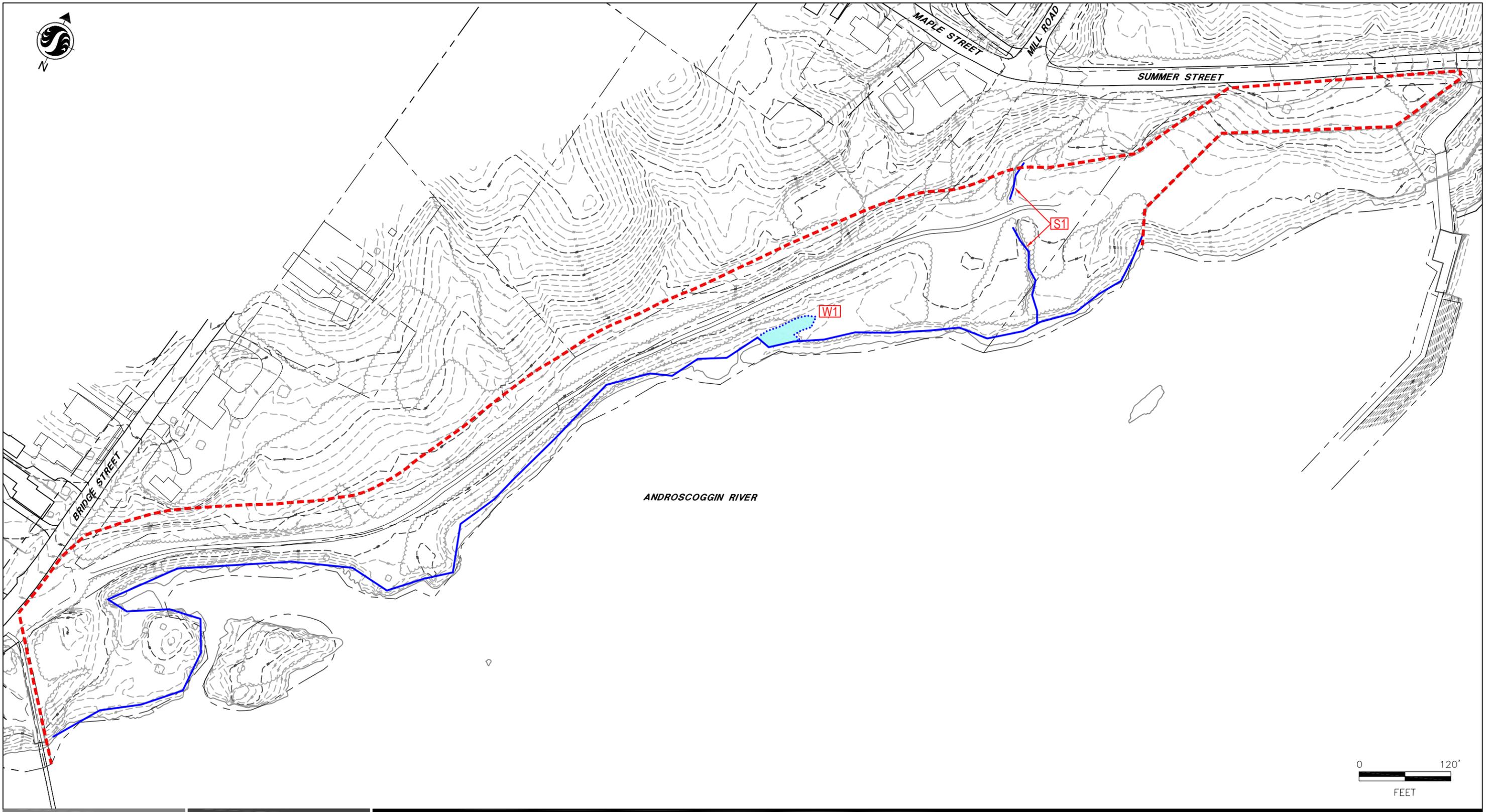
Audie Arbo

Audie Arbo
Wetland Scientist

Cc: Bryan Emerson, Stantec

PN 195600664

³ Town of Topsham, ME [Internet]. *Zoning Ordinance, Town of Topsham, Maine*. [cited 18 November 2010]. Available at: <http://www.ecode360.com/?custId=TO1615>



Stantec Consulting Services Inc.
 30 Park Drive
 Topsham ME U.S.A.
 04086
 Tel. 207.729.1199
 Fax. 207.729.2715
 www.stantec.com

- Legend**
-  Wetland identified by Stantec
 -  Stream identified by Stantec
 -  Delineation limits (Approx.)
 -  Resource identification

Notes

1. Wetland boundaries delineated in accordance with USACE 1987 Wetland Delineation Manual or subsequent versions.
2. Wetland boundaries were located utilizing a Trimble PRO Series Receiver. Expected accuracy of GPS data is within 1 to 2 meters of actual position.
3. Basemap provided by Wright Pierce.

Client/Project 195600664
Wright Pierce
 Androscoggin Riverwalk Trail
 Topsham, Maine
 Figure No. 1
 Title
Wetland Delineation Map

November 22, 2010



STATE OF MAINE
DEPARTMENT OF CONSERVATION
17 ELKINS LANE
93 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0093

JOHN ELIAS BALDACCI
GOVERNOR

ELIZA TOWNSEND
COMMISSIONER

November 23, 2010

Jessica Haider
Stantec Consulting
30 Park Drive
Topsham, Maine 04086

Re: Rare and exemplary botanical features in proximity to: Proposed Foot Trail (195600664),
Topsham, Maine

Dear Ms. Haider:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request of November 22, 2010 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Topsham, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$75.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron
Ecologist
Maine Natural Areas Program
207-287-8041
don.s.cameron@maine.gov

Enclosures

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Foot Trail (195600664), Topsham, Maine.

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
Carex vestita	G5	S1	E	4	1999-08-05	Dry barrens (partly forested, upland)
Cypripedium reginae	G4	S3	T	38	1907-07-09	Forested wetland
Aletris farinosa	G5	SX	PE	1	1884	Dry barrens (partly forested, upland)
Carex vestita	G5	S1	E	1	1898-06-15	Dry barrens (partly forested, upland)
Sassafras albidum	G5	S2	SC	10	1906	Hardwood to mixed forest (forest, upland)
Lonicera dioica	G5	S2	E	4	1933-09	Hardwood to mixed forest (forest, upland)
Mikania scandens	G5	SH	PE	1	1916-08	Dry barrens (partly forested, upland)
Lobelia siphilitica	G5	SX	PE	2	1900	Non-tidal rivershore (non-forested, seasonally wet)
Bidens eatonii	G2G3	S2	SC	5	1921-09-17	Tidal wetland (non-forested, wetland)
Silver maple floodplain forest	GNR	S3		1	2005-06-23	Forested wetland
Freshwater tidal marsh	G4?	S2		4	2006-09-26	Tidal wetland (non-forested, wetland)
Freshwater tidal marsh	G4?	S2		5	2006-09-26	Tidal wetland (non-forested, wetland)
Pitch pine - heath barren	G3G5	S1		1	2002-09-26	Dry barrens (partly forested, upland)
Bidens eatonii	G2G3	S2	SC	8	1995-08-15	Tidal wetland (non-forested, wetland)
Sagittaria calycina var. spongiosa	G5T4	S3	SC	28	1990-09-25	Tidal wetland (non-forested, wetland)
Sagittaria calycina var. spongiosa	G5T4	S3	SC	33	1992-07-30	Tidal wetland (non-forested, wetland)

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Foot Trail (195600664), Topsham, Maine.

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
Sagittaria rigida	G5	S2	T	6	2007-09-04	Tidal wetland (non-forested, wetland)
Eriocaulon parkeri	G3	S3	SC	28	1990-09-25	Tidal wetland (non-forested, wetland)
Bartonia paniculata	G5	S1	T	16	2001-09-30	Coastal non-tidal wetland (non-forested, wetland)
Eleocharis aestuum	G3	S2	SC	1	2000-08-27	Tidal wetland (non-forested wetland)
Lycopodiella alopecuroides	G5	S1	E	2	2000-11-29	
Carex vestita	G5	S1	E	6	2001-06-01	Dry barrens (partly forested, upland)
Carex siccata	G5	S2	SC	12	2001-06-01	Old field/roadside (non-forested, wetland or upland)
Spartina saltmarsh	G5	S3		25	2006-10-30	Tidal wetland (non-forested, wetland)
Calamagrostis cinnoides	G5	S3	SC	13	2005-10-19	Old field/roadside (non-forested, wetland or upland)
Carex vestita	G5	S1	E	9	2008-06-13	Dry barrens (partly forested, upland)
Pitch pine bog	G3G5	S2		9	2002-09-26	Coastal non-tidal wetland (non-forested, wetland)
Carex siccata	G5	S2	SC	10	2002-09-26	Old field/roadside (non-forested, wetland or upland)
Sagittaria filiformis	G4G5	S2	SC	4	2002-07-19	
Little bluestem - blueberry sandplain grassland	GNR	S1		4	2007-05-08	Dry barrens (partly forested, upland)
Little bluestem - blueberry sandplain grassland	GNR	S1		5	2008-11-19	Dry barrens (partly forested, upland)
Crassula aquatica	G5	S2S3	SC	1	2007-09-06	Open water (non-forested, wetland)
Mimulus ringens var. colpophilus	G5T2Q	S2	SC	1	2007-10-17	Tidal wetland (non-forested, wetland)

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Foot Trail (195600664), Topsham, Maine.

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
Carex siccata	G5	S2	SC	13	2007-10-14	Old field/roadside (non-forested, wetland or upland)

Print Date 11/23/2010

For more information visit our website <http://www.maine.gov/doc/nrimc/mnap>

Page 3

STATE RARITY RANKS

- S1 Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2 Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3 Rare in Maine (20-100 occurrences).
- S4 Apparently secure in Maine.
- S5 Demonstrably secure in Maine.
- SU Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR Not yet ranked.
- SNA Rank not applicable.
- S#? Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: State Rarity Ranks are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1 Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2 Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3 Globally rare (20-100 occurrences).
- G4 Apparently secure globally.
- G5 Demonstrably secure globally.
- GNR Not yet ranked.

Note: Global Ranks are determined by NatureServe.

STATE LEGAL STATUS

Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered** and **Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

ATTACHMENT 3
Cost Estimate

ANDROSCOGGIN RIVERWALK TRAIL
TOPSHAM, MAINE
PRELIMINARY DESIGN - CONSTRUCTION COST ESTIMATE
APRIL 2011
MeDOT PIN 017471.00

SCHEDULE OF ITEMS

Pay Item Number	Item Description	Approximate Quantity	Unit of Measure	Unit Price Dollars	Amount Dollars
201.111	CLEARING	1	LS	\$7,500.00	\$7,500.00
202.20	REMOVING BITUMINOUS CONCRETE PAVEMENT	10	SY	\$8.00	\$80.00
202.202	REMOVING PAVEMENT SURFACE - SHOULDERS	70	SY	\$6.00	\$420.00
203.20	COMMON EXCAVATION	500.00	CY	\$15.00	\$7,500.00
203.24	COMMON BORROW - FILL	800.00	CY	\$15.00	\$12,000.00
304.09	AGGREGATE BASE COURSE - TYPE B	700	CY	\$40.00	\$28,000.00
403.208	HOT MIX ASPHALT, 12.5 MM - SHOULDERS	13	TON	\$120.00	\$1,519.47
403.209	HOT MIX ASPHALT, 9.5 MM - SIDEWALK & TRAIL	180	TON	\$120.00	\$21,654.52
409.15	BITUMINOUS TACK COAT, APPLIED	1	GAL	\$15.00	\$17.40
603.159	12" CULVERT PIPE OPTION III - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE	40	LF	\$55.00	\$2,200.00
603.179	18" CULVERT PIPE OPTION III - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE	60	LF	\$75.00	\$4,500.00
606.369	GUARDRAIL - REMOVED AND STACKED	30	LF	\$5.00	\$150.00
609.31	CURB TYPE 3	300	LF	\$12.00	\$3,600.00
610.16	HEAVY RIPRAP	24	CY	\$100.00	\$2,400.00
613.319	EROSION CONTROL BLANKET	240	SY	\$5.00	\$1,200.00
615.07	LOAM - 4" DEPTH	200	CY	\$55.00	\$11,000.00
618.13	SEEDING METHOD NUMBER 1	1,700	SY	\$5.00	\$8,500.00
620.58	NON-WOVEN GEOTEXTILE	40	SY	\$2.00	\$80.00
645.00	SIGNS	8	EA	\$200.00	\$1,600.00
652.361	MAINTENANCE OF TRAFFIC CONTROL DEVICES	1	LS	\$1,000.00	\$1,000.00
656.750	TEMPORARY SOIL EROSION & WATER POLLUTION CONTROL	1	LS	\$2,500.00	\$2,500.00
659.10	MOBILIZATION	1	LS	\$12,100.00	\$12,100.00
726.71	4" WHITE PAVEMENT MARKING LINE	1,825	LF	\$0.50	\$912.50
841.48	BOLLARDS	4	EA	\$900.00	\$3,600.00
	Sub-Total Base Bid				\$134,033.89

ATTACHMENT 4
Utility Coordination

ATTACHMENT 5
Right-of-Way Documentation

Community Policing Advisory Board Meeting - The Town Manager said she attended her first meeting of the Community Policing Advisory Board Meeting this week and was impressed with the group's ideas, their level of enthusiasm and how well-run the meeting was. The group is looking for more individuals to become involved in community policing. The next meeting will be on October 8 at 7:00 p.m. at the Police Department Training Room.

CORRESPONDENCE - There was no correspondence to address.

ADDITIONS TO AGENDA

There were no additions to the Agenda.

CONSENT CALENDAR

A motion was made by James Bongiorno, seconded by Walter Wheeler, and it was unanimously

passed.

To approve the Consent Calendar as typed below.

Approval of the minutes from the September 4, 1997 Selectmen's Meeting, including any typographical corrections communicated to the Recording Secretary.

To abate 1987 taxes in the amount of \$487.24 for Map R-7, Lot 11-F.

To authorize the casting of the Town's Ballot for the Election of MMA Officers as presented.

PUBLIC HEARING:

PUBLIC HEARING FOR THE PURPOSE OF HEARING TESTIMONY IN REGARDS TO RETAINING OR VACATING PAPER STREETS AND TAKE ANY APPROPRIATE ACTION.

The Public Hearing was declared open. It was noted that the Hearing was duly advertised.

Director of Planning, Frank Fiori briefly reviewed the process of considering the paper streets. There were no questions from members of the Board, nor from the public. The Public Hearing was declared closed.

A motion was made by Walter Wheeler, seconded by William Larrabee and it was unanimously

VOTED

To accept the Planning Board's recommended list of paper streets to not be retained by the Town.

Motion was then made by Walter Wheeler, seconded by James Bongiorno and it was unanimously

VOTED

To accept the Planning Board's recommended list of paper streets to be retained for an additional 20-year period, adding to the list the following language:

#37. Any other streets not specifically vacated by the Town, which otherwise would have been vacated on 9/29/97.

UNFINISHED BUSINESS:

97-97 RENEWAL OF THE AMERICAN LEGION POST 202 LIQUOR LICENSE.

Town Manager Ruth reported that the concerns which were brought to the attention of the Selectmen at the Public Hearing held on September 4, 1997 have been addressed by the Legion.

Motion was made by James Bongiorno, seconded by Ronald McKinnon and it was unanimously

VOTED

To grant renewal of the American Legion Post 202 Liquor License.

97-97 TO AUTHORIZE THE TOWN MANAGER TO SIGN THE 1997-98 WORK MEMORANDUM OF UNDERSTANDING WITH TDI.

Margaret Murphy said TDI has been functioning under a Memorandum of Understanding since 1995 and that the 1997-98 memorandum was before the Board for signature.

After a brief discussion, motion was made by Peter Lepari, seconded by James Bongiorno, and it was unanimously

VOTED

To authorize the Town Manager to sign the 1997-98 Work Memorandum of Understanding with TDI as amended. (Amendment included: Page 1, No. 3, add "The Board of Selectmen, Town Manager" before "Planning Board;" Page 2, No. 5, strike out "remaining.")

NOTICE

COPY OF FIN
FIN

PURSUANT to Title 23 MRSA, §3032 the Board of Selectmen of the Town of Topsham voted to except the following unaccepted ways or portions thereof from the time limits described in subsection 1. And the following ways are excepted from the operation of subsection 1 for a period of twenty years from the filing of this notice in the Registry of Deeds at which the subdivision plan is recorded.

1. Philippon Drive as shown on, and as shown on the Plan of Lots for Philippon Drive, and recorded in the Sagadahoc County Registry of Deeds, Book 13, Page 57.
2. Portion of Barrows Drive from the completed section to Winter Street as shown on a plan of lots for Barrows Drive, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 30.
3. Unaccepted portion of East Bay Bridge Road as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
4. Green Area on Blueberry Lane between lots 4 and 6 as shown on the Plan of Lots for Birch Ridge, and recorded in the Sagadahoc County Registry of Deeds, Book 9, Page 34A.
5. Unaccepted portion of High Street to Oak Street as shown on the Plan of Lots for Noyesville, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 23.
6. Hunter Lane extension between lots 117A and 159 as shown on the Plan of Lots for Bay Park, and recorded in the Sagadahoc County Registry of Deeds, Book 18, Page 50.
7. Lover's Lane from the Androscoggin River to Middlesex Road, so called Four Rod Road, as shown on the Plan of Lots for the Town of Topsham dated July 21, 1786, and recorded in the Sagadahoc County Registry of Deeds.
8. Maple Street extension from Bridge Street to Central Maine Power R.O.W. as shown on the Plan of Lots for Noyes Hill, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 34.
9. Merrill Road from old Merrill homestead to Ward road as shown on a Plan of Lots which may be recorded in the Sagadahoc County Registry of Deeds.
10. Mill Road from Bridge Street to Summer Street as show on the Plan of Lots for Topsham Heights, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 52.

11. Murder Road from Middlesex Road to point of discontinuation as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
12. Nellie Way as shown on the Plan of Lots for Patten Lane, and recorded in the Sagadahoc County Registry of Deeds, Book 15 Page 58.
13. Ralph Lane as shown on the Plan of Lots for Patten Lane, and recorded in the Sagadahoc County Registry Deeds, Book 15, Page 58.
14. Unaccepted portion of North Street as shown on the Plan of Lots for Topsham Heights, and recorded in the Sagadahoc County Registry of Deeds, Book 1, Page 52.
15. View Street as shown on the Plan of Lots for W.S. Noyes, and recorded in the Sagadahoc County Registry of Deeds, Book 3 Page 45.
16. R.O.W. on Mallett Drive between lots 51 and 53 as shown on the Plan of Lots for Woodland Park, and recorded in the Sagadahoc County Registry of Deeds, Book 8 Page 4.
17. R.O.W. on Mallett Drive between lots 52 and 54 as shown on the Plan of Lots for Woodland Park, and recorded in the Sagadahoc County Registry of Deeds, Book 8, Page 4.
18. R.O.W. on Mallett Drive between lots 26 and 28 as shown on the Plan of Lots for Woodland Park, and recorded in the Sagadahoc County Registry of Deeds, Book 8 Page 4.
19. R.O.W. on Pinewood Drive between lots 24, 25 and 26 as shown on the Plan of Lots for Topsham Acres, and recorded in the Sagadahoc County Registry of Deeds, Book 6, Page 30.
20. R.O.W. on Pinewood Drive between Lots 2, 3 and 4 as shown on the Plan of Lots for Topsham Acres, and recorded in the Sagadahoc County Registry of Deeds, Book 6 Page 30.
21. R.O.W. on Patricia Drive between lots 79 and 80 as shown on the Plan of Lots for Barrows Drive, and recorded in the Sagadahoc County Registry of Deeds, Book 8 Page 30
22. R.O.W. on Home Place on the SE boundary of lot 1 as shown on the Plan of Lots for Home Place, and recorded in the Sagadahoc County Registry of Deeds, Book 18 Page 79.

23. R.O.W. on Home Place on the SE boundary of lot 2 as shown on the Plan of Lots for Home Place, and recorded in the Sagadahoc County Registry of Deeds, Book 18 Page 79.
24. R.O.W. on Thomas Avenue between lots 64 and 65 as shown on the Plan of Lots for Arbor Avenue Development, and recorded in the Sagadahoc County Registry of Deeds, Book 7, Page 42.
25. R.O.W. on Somerset Place between lots 84 and 85 as shown on the Plan of Lots for Arbor Avenue Development, and recorded in the Sagadahoc County Registry of Deeds, Book 11, Page 15.
26. R.O.W. on Sokokis Circle between lots 21 and 22 as shown on the Plan of Lots for Abenaki Land Company, and recorded in the Sagadahoc County Registry of Deeds, Book 8 Page 10.
27. R.O.W. between Goldeneye Drive and Merganser Lane as shown on the Plan of Lots for Bay Park, and recorded in the Sagadahoc County Registry of Deeds, Book 18 Page 51.
28. R.O.W. on Madelyn Avenue between lots 16 and 17 as shown on the Plan of Lots for Brilliant Development, and recorded in the Sagadahoc County Registry of Deeds, Book 25 Page 15.
29. R.O.W. on Madelyn Avenue between lots 18 and 19 as shown on the Plan of Lots for Brilliant Development, and recorded in the Sagadahoc County Registry of Deeds, Book 25 Page 15.
30. Skinner Road as shown on the Plan of Lots for Arbor Avenue, and recorded in the Sagadahoc County Registry of Deeds, Book 7, Page 42A.
31. Town Landing Road as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
32. The unaccepted portion of Ward Road to the Lisbon town as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
33. West Bay Bridge Road from the end of the accepted portion to a Stream as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.
34. Unaccepted portion of East Schoolhouse Crossing Road from Feldspar Circle to Interstate 95 as shown on section "B" of a map of Sagadahoc County, Maine, Topsham, Maine, dated 1858, and filed at the Sagadahoc County Registry of Deeds.

- 35. R.O.W. on the North side of View Street as shown on the Plan of Lots for Abenaki Land Company, and recorded in the Sagadahoc County Registry of Deeds, Book 6, Page 46A.
- 36. Patten Lane as shown on the Plan of Lots for Patten Lane, and recorded in the Sagadahoc County Registry of Deeds, Book 15 Page 58.
- 37. Any other street not specifically vacated by the Town which by the terms of Title 23 MRSA §3032 would have been vacated on 09/29/97.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESS:

BOARD OF SELECTMEN:

 Peter Lepari, Chair

 James Bongiorno, Vice Chair

Walter Wheeler

 Walter Wheeler

William Larrabee

 William Larrabee

Ronald McKinnon

 Ronald McKinnon

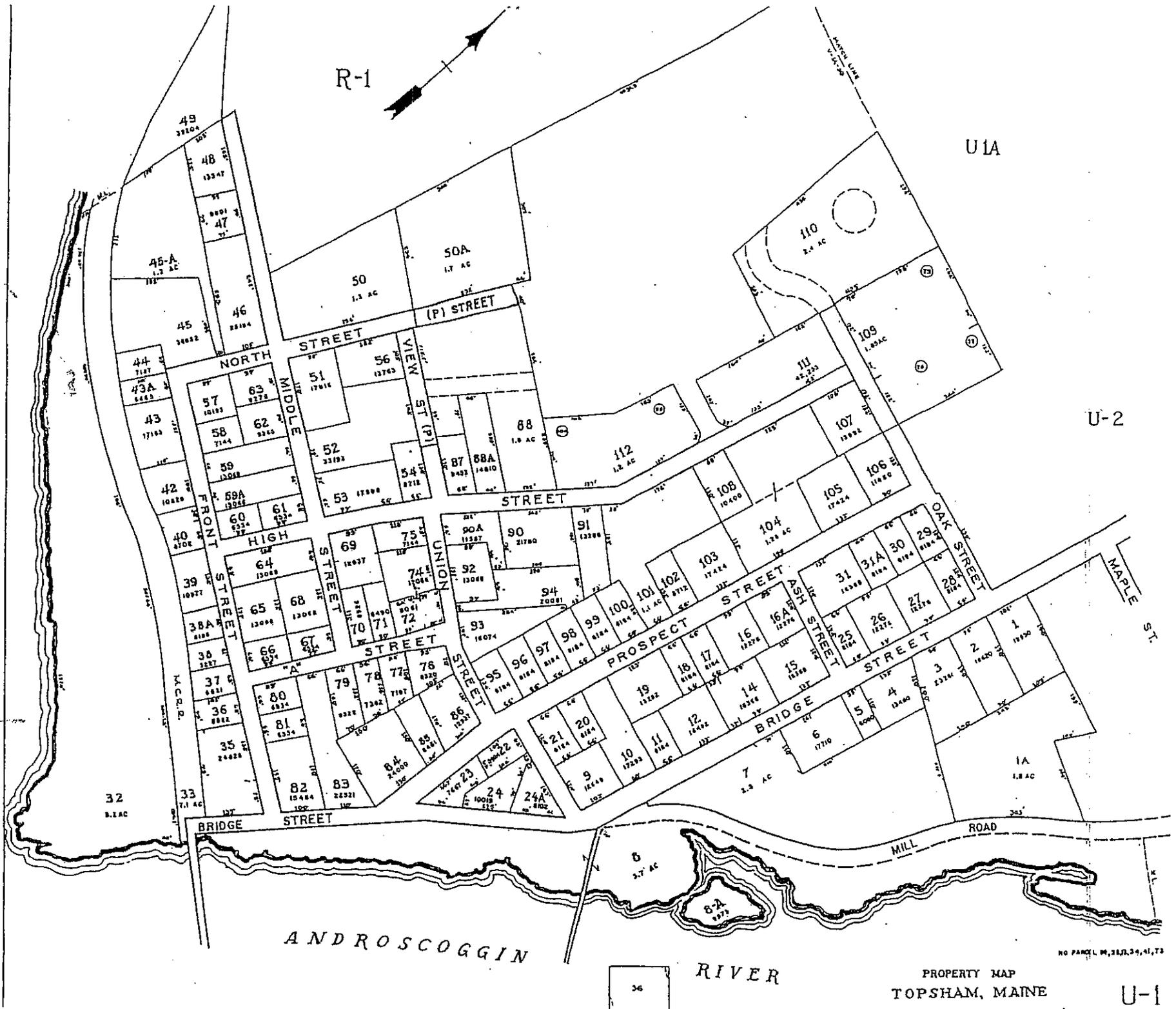
STATE OF MAINE
 Sagadahoc ss.

September , 1997

Personally appeared the above named and acknowledged the foregoing instrument to be their free act and deed, before me.

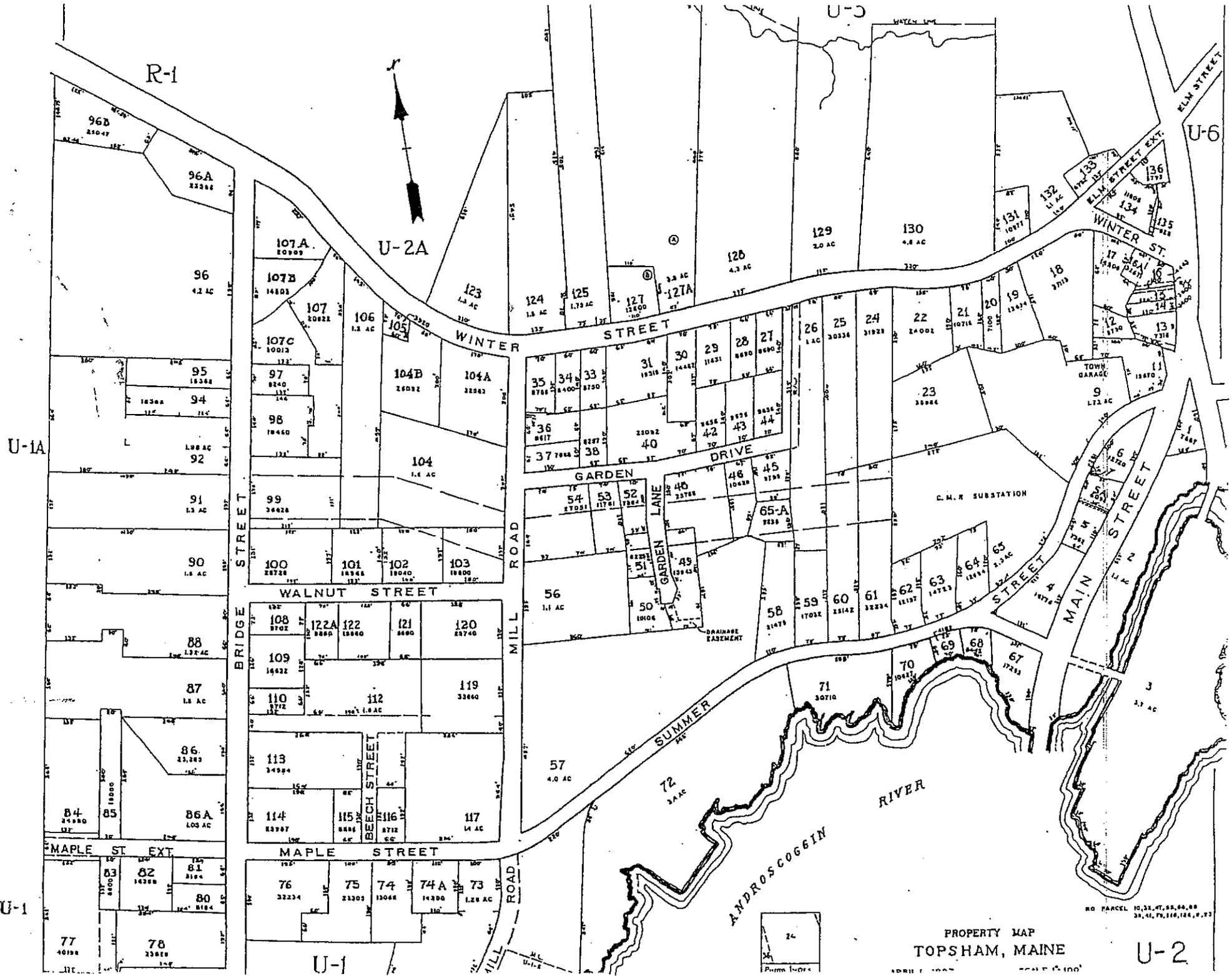
 Notary Public

Figure 1. Location 1 (parcel 8, U-1)



NO PARCEL NO. 36, 37, 38, 41, 73

Figure 2. Location 1 (parcels 67-72, U-2)



LICENSE

THIS LICENSE is made this 3rd day of Sept, 2010 by and between **CENTRAL MAINE POWER COMPANY**, a Maine corporation having its principal place of business at 83 Edison Drive, Augusta, ME 04336 ("CMP") and the **TOWN OF TOPSHAM** ("Licensee"), 100 Main Street, Topsham, Maine 04086 supersedes the previous License dated July 21, 2006 issues for the same area. CMP hereby grants to Licensee the right to use, for the purposes described below, the following described premises ("Premises") under the following conditions:

Section One - Premises

The attached map identifies the general location of the Trail prior to construction. The Trail is located on CMP property defined on Town Map U-1, Lot 8 and shown on Exhibit A.

Section Two - Term and Rent

The term of this License is for ten (10) years commencing on the date of execution of this License. This License shall be renewed perpetually following the initial ten-year period for additional one- (1) year terms unless either party gives the other written notice of its intent to terminate the License at least ninety (90) days prior to the end of the then current term.

CMP shall receive recognition for its contribution in granting use of the Premises on signs erected on the Premises and in printed material that publicizes the Trail. In the event CMP provides Licensee with recognition signs, Licensee will place them in appropriate locations along the Trail.

No payment or consideration other than the mutual covenants contained herein shall be paid for this License.

Section Three - Specific Use

Licensee's use of the Premises shall not endanger health, create a nuisance, or be incompatible with CMP's use of the Premises.

Licensee may only use the Premises for a 12-foot wide (or less) public recreational trail ("Trail"). The Trail shall be designed and designated so that it will not be used by certain motorized vehicles such as snowmobiles, ATV's, dirt bikes and other off-road vehicles. This use restriction is not intended to preclude use by motorized wheelchairs and by motorized vehicles engaged in construction, maintenance or repair of the Trail, as provided below. The Premises shall not be used for camping or for any other use without prior written approval from CMP.

Licensee may pave the trail provided they abide by the terms of a sewer easement held by that municipal service.

Licensee may install minor improvements such as culverts, bridges, observation decks with railings, safety barriers and signs, provided that they do not interfere with CMP's operations, as determined solely by CMP. Licensee, or its agents, may use necessary motorized vehicles for installation of trail improvements and for trail maintenance as outlined in Section Six herein.

Licensee's rights under this License are subject to any rights CMP has granted to third parties, even if such rights interfere with Licensee's use of the Premises. CMP also reserves the right to grant rights to third parties for use of all or part of the Premises, even if such rights interfere with Licensee's use of the Premises. However, CMP shall work with Licensee to minimize the impact on the Trail. Neither CMP nor CMP's assignees shall be liable to Licensee for any damage to Licensee's property or interference with Licensee's use of the Premises.

Section Four – Approval and Timing

Upon execution of this License, Licensee shall promptly seek and make reasonable effort to obtain all necessary federal, state and local approvals, licenses and permits. Licensee shall not undertake any construction or installation until Licensee and CMP (if necessary) have procured all necessary permits or governmental approvals. Licensee also will assure that its use of the Trail is in compliance with all applicable regulations, including, but not limited to, Department of Environmental Protection wetland regulations.

Prior to the cutting or trimming of any trees on the Premises, Licensee will notify appropriate CMP Vegetation Management personnel and subsequently comply with all requirements and conditions of said tree work and removal as set forth by said CMP representatives.

No signs, trail markers, reflectors, or notices of any kind will be attached to CMP structures located in the areas where the Trail will cross.

Prior to any excavation of the Premises, Licensee will notify the Dig Safe Call Center at 1-888-DIG-SAFE and comply with the provisions of both the Maine Dig Safe Statute, M.R.S.A., Title 23, Section 3360-A and the Overhead High-Voltage Line Safety Act, M.R.S.A., Title 35A, [1995, c. 348, §1] as may be amended or revised. In the event that Licensee or CMP does not receive any necessary permits or approvals within one (1) year of the commencement of this License, and the parties have not previously agreed to an extension of this time frame, this License shall be null and void and CMP and Licensee shall have no further obligations to each other with respect to the subject matter of this License, except for Licensee's obligations under Section Ten below.

Section Five - Waste

Licensee shall take all reasonable precautions to ensure that construction, operation and maintenance of the Trail and all associated uses will occur in a manner that will protect the scenic, recreational, and environmental values of the Premises. Licensee will not make or suffer any waste of the Premises.

Section Six - Operation and Maintenance

Licensee shall perform or arrange for the performance of routine and major maintenance and repair of all improvements related to the construction and use of the Trail located on the Premises by or for Licensee, so that they remain orderly and safe. Licensee shall also take reasonable steps to keep the Premises free of all litter, such as cans and paper goods. Licensee shall also maintain the Trail in a safe condition, including grading, bridge and culvert construction, maintenance of vegetation affecting the Trail and maintenance of all non-CMP mandated signs. Licensee shall, through its regular publications to its members and public notices relating to the Premises, inform its members and the public of the uses of the Premises permitted under this License. Licensee shall also, through its stewardship program, make reasonable efforts to enforce compliance with such uses and prevent harm or damage to the Premises, including dumping.

CMP may periodically inspect the Premises to determine if maintenance may be necessary and shall notify Licensee within a reasonable time period after discovery by CMP of any necessary maintenance to be performed by Licensee.

In event that Licensee fails promptly to perform its obligations under this Section, CMP may, fourteen (14) days after mailing written notice to Licensee, perform the obligation and invoice Licensee for the reasonable cost of performing the obligation, which costs Licensee shall promptly pay. CMP is under no obligation to perform Licensee's obligations.

Section Seven - Requirements of Law

Licensee and CMP shall comply with all governmental laws, orders, ordinances and regulations and with any lawful order of any public officer or officials.

Section Eight - Surrender of Premises

Upon expiration of the term or other termination of this License, whether by reason of lapse or time or Licensee's default or otherwise, Licensee shall quit and surrender the Premises, together with all improvements thereon, to CMP in as good order and conditions as they are in or may be put into by CMP or Licensee, except for ordinary wear and tear.

Section Nine - Insurance

Licensee covenants and agrees, at its sole cost and expense, to obtain, keep, and maintain in full force and effect for the term of this License and any extension thereof for the mutual benefit of CMP and Licensee, a comprehensive general liability insurance policy against claims for damage to persons and property arising out of the use and occupancy of the Premises or any part or parts thereof, with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00) with no more than a Ten Thousand Dollar (\$10,000.00) deductible.

All insurance required under this Section shall name CMP as an additional insured and shall be issued by an insurer rated B+13 by the latest Best's rating guide. Licensee shall provide CMP with a Certificate of Insurance prior to the commencement of this License. Such Certificate shall state that no material change or cancellation of the insurance coverage can be effective unless and until ten (10) days prior written notice has been given to CMP for cancellation for non-payment and thirty (30) days prior written notice for all other reasons for change or cancellation. Should any policy be canceled during the term of this License and Licensee fails to immediately procure equivalent insurance, CMP shall have the right, at its option but without any duty to do so, to: (1) cancel this License at the lapse of the policy; or, (2) to procure such insurance and to pay the premiums therefor, and all such premiums paid by CMP together with interest from the time of payment until repaid by Licensee, shall be repaid to CMP on demand as additional rent, and, without limiting CMP's remedies, Licensee's failure to repay the same, shall constitute a default under this License.

Section Ten – Release / Indemnification

Licensee is fully familiar with the physical condition of the Premises. CMP has made no representations of whatever nature in connection with the title to or condition of the Premises and Licensee accepts the Premises "as is". Without limiting the foregoing, CMP does not warrant or represent that it has sufficient interest in all or any part of the Premises for Licensee to exercise the rights described herein. CMP shall not be liable for any latent or patent defects therein.

Neither CMP, nor its parent company or their affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns shall be liable for, and Licensee hereby releases them from, all claims of any kind or nature, including but not limited to claims for loss of life, personal injury or damage to property sustained by Licensee or any person claiming through Licensee resulting from any accident, occurrence or condition in or upon the Premises or related to this License, except for damage caused solely by negligent acts of CMP.

Licensee shall be responsible for any and all damage and related costs caused by the existence of any toxic or hazardous matter, substance or waste caused or allowed, with knowledge of the Licensee, to be brought onto the Premises by Licensee or its employees, members, officers, directors, contractors, agents or invitees during the term of this License or any extension thereof, unless placed there by CMP, and shall indemnify and hold harmless CMP and its parent company or their affiliates, and its and their directors, officers, employees, agents, contractors, successors and assigns from and against all claims, actions, damages, liability and expense, including attorneys' fees, arising from or out of the existence of such hazardous matter, substance or waste.

Licensee shall also pay all costs, expenses and reasonable attorneys' fees that may be expended or incurred by CMP in successfully enforcing the terms of this License.

The provision of this Section shall survive cancellation or termination of this License.

Section Eleven - Default

Licensee shall be deemed to be in default under the License if it fails to fully comply with any term or condition of this License within thirty (30) days after receipt of written notice from CMP of any such failure to correct the conditions specified in the notice; provided that if such condition cannot reasonably be cured within thirty (30) days, Licensee shall not be in default if it promptly commences the cure and continues diligently. However, Licensee may be required to correct the condition causing the breach in less than thirty (30) days if necessary to protect the public health or safety, abate a nuisance, or prevent damage to the Premises.

If an event of default occurs as described above, CMP shall have the option to pursue one or more of the following remedies, without notice or demand, in addition to any other remedies provided in this License, in equity or at law:

- a. terminate this License; and
- b. recover from Licensee all damages proximately resulting from the breach, which damages shall be deemed to include without limitation, damages to the Premises, the cost of recovering the Premises, and CMP's reasonable attorney's fees necessary to enforce obligations under this License.

Section Twelve - Notices

Any notice under this License shall be in writing and shall be deemed to be delivered when mailed by registered or certified mail, postage prepaid, addressed to the address of such party set forth below.

LICENSEE

Town of Topsham
100 Main Street
Topsham, Maine 04086

CMP

Central Maine Power Company
CMP Real Estate Services
83 Edison Drive
Augusta, ME 04336

Either party may change its above address by giving notice of the change to the other party of such change of address to become effective for all purposes hereunder three (3) days after such notice is given.

Section Thirteen - Contact Person

In order to facilitate communication between CMP and Licensee, each party will designate a contact person for communications necessary under this License other than formal notices, which notices shall be sent in accordance with the written notice provisions of this License.

Section Fourteen - No Waiver

Failure of CMP to complain of any act or omission on the part of the Licensee, no matter how long the same may continue, shall not be deemed to be a waiver by said CMP of any of its rights hereunder. No waiver by CMP at any time, express or implied, of any breach of any provision of this License, shall be deemed a waiver of such provision or of a subsequent breach of the same of any other provision.

Section Fifteen - Assignment

Licensee shall not assign this License or its rights hereunder nor sublet the Premises or any part thereof without the prior written consent of CMP.

Section Sixteen - Authorization

Licensee hereby warrants and represents that the execution of this License and the carrying out of all acts required of Licensee by the terms of this License have been properly and effectively approved and authorized by Licensee in accordance with the Maine State Constitution, the Maine Revised Statutes, and the Articles of Incorporation and Bylaws of Licensee.

Section Seventeen - Miscellaneous Provisions

If any covenant, provision or condition of this License or the application thereof to any person or circumstances shall be declared to any extent to be invalid or unenforceable, the remainder of this License, or application thereof shall remain in full force and effect.

This License shall inure to and be binding upon the respective successors and permitted assigns of the parties.

No waivers, alterations or modifications of this License shall be valid unless in writing and duly executed by both parties.

This License shall be governed by and constructed in accordance with the laws of the State of Maine.

The captions appearing in this License are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the paragraphs of this License or in any way affect this License.

The covenants, provisions and conditions contained in this License constitute the entire agreement between the parties and shall supersede all previous communications, representations, or agreements either verbal or written between the parties with respect to the subject matter of this License.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this License on their behalf as of the date first written above.

CENTRAL MAINE POWER COMPANY

By: *R. Pomerleau*
Raymond J. Pomerleau
Director, Property Management & Security

TOWN OF TOPSHAM

By: *James L. Ashe*
James L. Ashe
Town Manager

STATE OF MAINE
Sagadahoc, ss.

Sept. 3, 2010

The above named James L. Ashe personally appeared before me and acknowledged the foregoing License to be his free act and deed in his said capacity and the free act and deed of said The Town of Topsham.

Rose M. Woodd
Notary Public
Name: *Rose M. Woodd*
My commission expires:

Rose M. Woodd
Notary Public, Maine
My Commission Expires June 4, 2011

STATE OF MAINE
Kennebec, ss.

Sept 3, 2010

The above named Raymond J. Pomerleau, Director, Property Management & Security, Central Maine Power Company, personally appeared before me and acknowledged the foregoing License to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Paul Fecteau
Notary Public
Name: **Paul Fecteau, Notary Public**
State of Maine
My commission expires: **1/24/2012**

(44)

Know all Men by these Presents,

That E. W. PENLEY, (sometimes indexed in the Registry of Deeds as though a person),

a Corporation organized and existing under the laws of the State
of Maine and located at Auburn
in the County of Androscoggin and State of Maine
in consideration of Four hundred dollars

paid by the Topsham Sewer District, a corporation organized and existing
under the Laws of the State of Maine and having a principal place of business
at Topsham in the County of Sagadahoc and State of Maine,

the receipt whereof it does hereby acknowledge, does hereby release,
release, bargain, sell and convey, and forever quit-claim unto the said
Topsham Sewer District, its successors

holds and assigns forever,

~~and certain other certain easements or rights of way on,~~
over and under certain lots or parcels of land situated in said Topsham and
more particularly described as follows:

Easement Number One: A perpetual right of way or easement twenty-five (25)
feet wide at all points running generally northeasterly from the easterly side
line of Bridge Street in said Topsham (near its intersection with Union Street
East) to land of the Central Maine Power Company conveyed to them by deed of
Lewis Industrial Building dated December 19, 1957 and recorded in the Sagadahoc
Registry of Deeds in Book 297, Page 517, which said easement is shown as
Sewer Easement on plan entitled "Easement Plan of Land in Topsham, Maine",
dated December, 1966, by Whitman and Howard, Inc. recorded in the Sagadahoc
County Registry of Deeds in Plan Book 11, Page 72, for a more particular
description of said sewer easement area, to which Plan and its record reference
may be had for said details.

Said Easement runs over, along, and under said easement area and is taken
for the perpetual purpose of constructing, installing, maintaining, repairing,
and replacing, all from time to time, a sewer pipe or line for the purpose of
piping sewerage of all types and description together with the perpetual right
to construct, install, maintain, repair, and replace manholes for said sewer
line, all from time to time, with the perpetual right to excavate, blast, fill,
and refill the ground for any of such purposes from time to time, and together
with the perpetual right to enter upon said premises on foot, with machinery,
vehicles, and equipment of every type and description, from time to time, for
any of said purposes or for inspection purposes, and with the perpetual right
to do any and all things on said premises, incidental or appurtenant, to any of
said purposes from time to time.

The owners of the fee of said premises may use same for any purpose which
does not interfere with the rights of said district herein given, but may not
move or construct any building or structures on said premises, nor excavate
the ground, nor disturb the elevation or contour of the ground without first
obtaining written permission from said sewer district.

Easement Number Two: A construction easement twenty-five (25) feet wide
at all points running generally northeasterly from the easterly sideline of
Bridge Street in said Topsham (near its intersection with Union Street East) to
said Central Maine Power Co. Land which said easement area abuts and is next
southeasterly of the above perpetual easement and is shown as "construction

assessment" on said plan referred to in the above assessment number one to which plan and its record reference may be had for further description.

Said construction easement runs over, along, and under said construction easement area and is taken to facilitate the initial construction of said perpetual easement. Said district may enter upon said area during the term of said easement from time to time with machinery, vehicles, and equipment of every type and description; may pile soil, gravel, fill and rocks on said premises; may store pipe and construction material of every type and description used for or with the construction of said sewer line on said premises; and may use said premises for any purpose whatsoever necessary or convenient for the construction of said sewer line.

Said construction easement shall terminate 3 months after said sewer line is in actual operation at which time all rights given under this construction easement shall cease.

Title Reference for Easements Numbers One and Two: Both of said easements are on part of the land conveyed to E. W. Penley, a Maine corporation, by deed of Lewis Industrial Building by warranty deed dated December 31, 1957 and recorded in the Sagadahoc Registry of Deeds in Book 303, Page 200.

Easement Number Three: A perpetual right of way or easement abutting and on the Southeast side of Mill Road in said Topsham, located generally between Mill Road's intersection with the Northeasterly side line of Front Street extended southeasterly and Mill Road's intersection with the southwesterly side line of Union Street extended southeasterly. Said easement area is twenty-five (25) feet in width and covers an area of approximately fifteen thousand one hundred sixty-one (15,161) square feet and is shown in detail on Easement Plan of Land in Topsham, Maine by Whitman and Howard, Inc. Engineers and Architects dated August, 1975, recorded in the Sagadahoc Registry of Deeds in Plan Book 11, Page 73, to which plan and its record reference may be had for further description.

Said easement is given for the exact same purposes described in Easement Number One above and said district is to have all the rights and powers for this easement as are set forth for easement Number One above, and likewise the owner or owners of the fee of this easement area may use same for any purpose which does not interfere with the rights of said district herein given, but may not move or construct any building or structures on said premises, nor excavate the ground, nor disturb the elevation or contour of the ground without first obtaining written permission from said Sewer District.

Title Reference for Easement Number Three: This easement is on part of the premises conveyed to said E. W. Penley, a Maine corporation by Warranty Deed of Lewis Industrial Building dated December 31, 1957 and recorded in the Sagadahoc Registry of Deeds in Book 303, Page 200.

To Have and to Hold the same, together with all the privileges and appurtenances thereunto belonging, to it the said Topsham Sewer District, its successors

Know and Assigns forever.

And the said Grantor Corporation does covenant with the said Topsham Sewer District, its successors

Know and Assigns, that it will Warrant and Surety Defend the premises to the said Grantee, its successors Know and Assigns forever, against the lawful claims and demands of all persons claiming by, through, or under it.

In Witness Whereof, the said E. W. Penley

has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Bernard J. Lewis, its President thereunto duly authorized, this Sixth day of May in the year one thousand nine hundred and Seventy-six.

Signed, Sealed and Delivered in presence of

E. W. PENLEY

Carroll M. Conway

By *Bernard J. Lewis*
Its President



State of Maine. } ss.
Cumberland

May 6, 19 76 .

Personally appeared the above named Bernard J. Lewis, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, *McLoddy S. Skitchins*
Justice of the Peace.
Notary Public.

SAGADAHOC, SS Registry of Deeds
RECEIVED MAY 11 1976 S.H. - M.A.N.
AND RECORDED FROM THE ORIGINAL REGISTERED
James W. Skitchins

My Commission Expires May 14, 1972

00440

This INDENTURE made and entered into this 18th day of December, 1976, by and between CENTRAL MAINE POWER COMPANY, a Maine corporation having its principal office at Edison Drive, Augusta, Kennebec County, Maine 04336, hereinafter sometimes called the "Grantor", and TOPSHAM SEWER DISTRICT, a quasi-municipal corporation having its office and place of business at Topsham, Sagadahoc County, Maine 04086, hereinafter sometimes called the "Grantee",

W I T N E S S E T H

In consideration of the sum of One (\$1.00) Dollar and other valuable consideration paid by the Grantee, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey and forever quitclaim unto the said Topsham Sewer District, its successors and assigns forever, a certain perpetual right of way or easement over, along and under the following described real estate situated in said Topsham, for the purpose of constructing, installing, maintaining, repairing and replacing, all from time to time, a sewer pipe or line for the purpose of piping sewage of all types and description; together with the right to construct, install, maintain, repair and replace manholes for said sewer line, all from time to time, with the continuing right to excavate, blast, fill and refill the ground for any of such purposes; and together with the right to enter upon said premises with machinery, vehicles and equipment of every description, from time to time, for any of said purposes or for inspection purposes.

Said area covered by said easement is twenty-five (25) feet wide at all points and the northerly boundary of same is described as follows:

Beginning at a point on the easterly sideline of Bridge Street at a point which is South seventy-one degrees, nineteen minutes, fifteen seconds East (S. 71°-19'-15" E.), fifty (50) feet from a point on the westerly sideline of

x

Bridge Street which is North eighteen degrees, forty minutes, forty-five seconds East (N. 18°-40'-45" E.), sixty-five and eighty hundredths (65.80) feet from the intersection of the westerly line of Bridge Street with the northerly line of Union Street East; thence running North forty-three degrees, thirty-nine minutes, thirty-seven seconds East (N. 43°-39'-37" E.), one hundred fourteen and thirty-one hundredths (114.31) feet to a point; thence North sixty-three degrees, fifty-four minutes, forty-five seconds East (N. 63°-54'-45" E.), one hundred eighty-two and ninety-one hundredths (182.91) feet to a point; thence North seventy-five degrees, nineteen minutes, thirty-one seconds East (N. 75°-19'-31" E.), one hundred forty-five and fifty-four hundredths (145.54) feet to a point; thence North thirty-six degrees, thirty minutes, nine seconds East (N. 36°-30'-09" E.), three hundred forty-six and ninety-seven hundredths (346.97) feet to a point; thence North forty-nine degrees, twenty-nine minutes, forty-six seconds East (N. 49°-29'-46" E.), two hundred thirty-six and eighty-nine hundredths (236.89) feet to a point; thence North fifty-one degrees, thirty-seven minutes, thirty-nine seconds East (N. 51°-37'-39" E.), one hundred (100) feet to a point; thence continuing in the same compass direction one hundred thirty and forty-four hundredths (130.44) feet to a point; thence North fifty-seven degrees, twenty-nine minutes, fifty-five seconds East (N. 57°-29'-55" E.), two hundred thirty-eight and twenty-one hundredths (238.21) feet to a point which is believed to be the westerly boundary of land of the Central Maine Power Company; thence in the same compass direction twelve and eighty hundredths (12.80) feet to a point; thence North forty-one degrees, thirty-six minutes, fifty-six seconds East (N. 41°-36'-56" E.), one hundred twenty-four and twenty-one hundredths (124.21) feet to a point; thence North eighty-six degrees, ten minutes, twenty-six seconds East (N. 86°-10'-26" E.) three hundred seven and seventy-three hundredths (307.73) feet to a point; thence North fifty degrees, forty-six minutes, thirty-two seconds East (N. 50°-46'-32" E.), seventy and forty-seven hundredths (70.47) feet to a point; thence North eighteen degrees East (N. 18°-00'-00" E.), one hundred nineteen and ninety-four hundredths (119.94) feet to the southerly sideline of Summer Street.

Said easement area except for the last two directions and distances, is shown on plan entitled "Easement Plan of land in Topsham, Maine" dated December, 1966, by Whitman & Howard, Inc. and recorded in the Sagadahoc Registry of Deeds in Plan Book 11, Page 72. Said easement is on land conveyed to the Grantor herein by Lewis Industrial Building by deed recorded in said Registry of Deeds in Book 297, Page 517.

The Grantor herein covenants for itself, its successors and assigns, that it will not construct or move any buildings or structures onto said easement area without first obtaining written permission from the Grantee herein, its successors and assigns, and that it will not excavate the ground nor disturb the top soil

nor the level or contour of the ground on said easement area without first obtaining written permission from the Grantee herein, its successors and assigns, which permission shall not be unreasonably withheld.

The Grantee, its successors and assigns, agrees that it will install a section of pipe between manholes numbered S-9 and S-10 to be constructed of ductile iron pipe with a normal trench bedding.

The Grantee, its successors and assigns, also agrees if a proposed wing wall of the dam is constructed by the Grantor, its successors and assigns, over or adjacent to the sewer pipe installed by the Grantee, said pipe will be relocated, or the pipe installation will be suitably modified in a manner satisfactory to the Grantor so that its location will not impair the safety or structural integrity of the wall, nor increase the cost of the wing wall of the dam; and any additional cost in connection with the relocation or structural modification of the sewer line will be borne by the Grantee, its successors and assigns.

Also conveying a construction easement twenty-five (25) feet wide at all points (except for a small triangular area at the most northerly corner of the old power plant) which abuts and is next southeasterly of the above easement.

Said construction easement runs over, along and under said construction easement area and is taken to facilitate the initial construction on said perpetual easement. Said district may enter upon said area during the term of said easement from time to time with machinery, vehicles and equipment; may pile soil, gravel, fill and rocks on said premises; and may store pipe and construction material used for or with the construction of said sewer line on said premises; and may use said premises for pur-

poses necessary or convenient for the construction of said sewer line; all of which in the opinion of the Grantor will not endanger the present or future facilities of the Grantor, nor interfere with its normal operations.

Said construction easement shall terminate one year after said sewer line is in actual operation at which time all rights under this construction easement shall cease.

A certain portion of the above-described easement areas are believed to be owned by E. W. Penley Company, and such area is expressly excluded from any covenants of the Grantor.

Notwithstanding anything contained in this deed of easement, Central Maine Power Company hereby unconditionally reserves for itself, its successors and assigns, the right to use the above-described easement area for all purposes of a Federal Power Commission Project.

It is expressly agreed by Topsham Sewer District that the rights herein granted will not be used in any way that would endanger health, create a nuisance or otherwise be incompatible with the overall recreational use of a Federal Power Commission Project and that this covenant shall run with the rights herein granted.

It is expressly agreed by Topsham Sewer District that it shall take all necessary precautions during construction and subsequent operation and maintenance to protect and enhance the environmental values of any affected lands and waters of said Project.

It is expressly agreed by Topsham Sewer District that use of the above-described easement area by it shall be in compliance with all applicable laws and regulations, and any applica-

ble order of the Federal Power Commission.

TO HAVE AND TO HOLD the same, together with all the privileges and appurtenances thereunto belonging, to it, the said Topsham Sewer District, its successors and assigns forever.

And it does covenant with the said Grantee, its successors and assigns, that it will warrant and forever defend the premises to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under it; excepting from this covenant the lien of Grantor's First and General Mortgage to State Street Trust Company, Trustee, dated as of June 21, 1921, and indentures supplemental thereto, and also from the lien of Grantor's General and Refunding Mortgage Indenture to The First National Bank of Boston, Trustee, dated April 15, 1976.

The Grantor covenants and agrees that it will obtain the release of the premises hereby conveyed from the lien of its First and General Mortgage to State Street Trust Company, Trustee, dated as of June 21, 1921, and indentures supplemental thereto, and also from the lien of its General and Refunding Mortgage Indenture to The First National Bank of Boston, Trustee, dated April 15, 1976, on or before May 1, 1977.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, all as of the day and year first above written.

Signed, Sealed and Delivered in presence of

Charlotte C. Stevens

Priscilla H. Hall

to all

CENTRAL MAINE POWER COMPANY

By: Charles J. [Signature]
Senior Vice President
Engineering and Production

TOPSHAM SEWER DISTRICT

By: A. William E. Gray

[Signature]

[Signature]

Trustees

STATE OF MAINE
 COUNTY OF KENNEBEC

12/28/76

Personally appeared the above-named C. E. Monty, Senior Vice President of Central Maine Power Company, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Company, before me,

Donald R. Helman
 Justice of the Peace

STATE OF MAINE
 COUNTY OF SAGadahoc

Personally appeared the above-named *William E Greig*
Jacome Bramigan & Alfred B. Fry,
 Trustees of Topsham Sewer District, and acknowledged the foregoing instrument to be their free act and deed in their said capacities, and the free act and deed of said Topsham Sewer District, before me,

L. C. Neilson
 Justice of the Peace

Leroy C. Neilson
 Justice of Peace
 MY COMMISSION EXPIRES NOV. 22, 1978

-6-

SAGADAHOC, SS Registry of Deeds
 RECEIVED FEB 10 1977 1 11 40 P. M.
 AND RECORDED FROM THE ORIGINAL REGISTER
James W. Stevens

COMPARED



WRIGHT-PIERCE 
Engineering a Better Environment

www.wright-pierce.com

99 Main Street
Topsham, ME 04086

Phone 207.725.8721
Fax 207.729.8414