

031233

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF MAINE, acting by and through its DEPARTMENT OF ENVIRONMENTAL PROTECTION, and pursuant to the provisions of Title 38 M.R.S.A. sections 830, 835 and 837, and the Department Board Order in the Matter of Thomas Pond Improvement Association, Inc., South Casco, Maine, Cumberland County, Petition for Award of an Abandoned Dam, #L-010896-37-A-N, a copy of which is attached hereto as Exhibit A, in consideration of One Dollar and other valuable consideration paid by THOMAS POND IMPROVEMENT ASSOCIATION, INC. a nonprofit corporation having its principal office at P.O. Box 537, Casco, ME 04077, the receipt of which is hereby acknowledged, does hereby remise, release, bargain, sell and convey and forever quit-claim unto the said THOMAS POND IMPROVEMENT ASSOCIATION, INC., its successors and assigns forever, all the right, title and interest of the STATE OF MAINE in and to the Thomas Pond Dam, so-called, situated in the Town of Raymond and Town of Casco, Cumberland County, State of Maine, as described below:

That portion of the Thomas Pond Dam in Raymond and Casco which lies northeasterly, easterly and southeasterly of the following described bounds all being as shown on the sketch attached hereto as Exhibit B.

Beginning on the line between the Towns of Raymond and Casco at its intersection with the westerly side of the stilling basin of the Thomas Pond Dam;

Thence southerly along the stilling basin and along its extension about four (4) feet to the south side of a granite bridge abutment, being the location of the bridge over Dingley Brook prior to its relocation in 1963;

Thence easterly along said abutment about eight (8) feet to the west side of said dam;

Thence southerly along said dam and southeasterly along the concrete wingwall about forty (40) feet to the end of said wingwall;

Thence northeasterly along the end of said wingwall to the shore of Thomas Pond.

Beginning again on the line between the Towns of Raymond and Casco at its intersection with the westerly side of the stilling basin of the Thomas Pond Dam;

Thence northerly along the stilling basin and along its extension about fifteen (15) feet to the north side of a granite bridge abutment, being the location of the bridge over Dingley Brook prior to its relocation in 1963;

Thence easterly along said abutment about eight (8) feet to the concrete wingwall of Thomas Pond Dam;

Thence easterly along said concrete wingwall to its easterly end;

Thence southerly along the end of said wingwall to the shore of Thomas Pond.

Meaning and intending to describe only the dam structure itself which consists of the concrete outlet structure and concrete wingwalls.

The purpose of this deed is to convey any and all interests the STATE OF MAINE may have in and to the Thomas Pond Dam by virtue of abandonment of the dam due to non-registration pursuant to 38 M.R.S.A. sections 830 and 835, and to effectuate the award of the dam to THOMAS POND IMPROVEMENT ASSOCIATION, INC. pursuant to 38 M.R.S.A. section 837 and Department Board Order #L-010896-37-A-N.

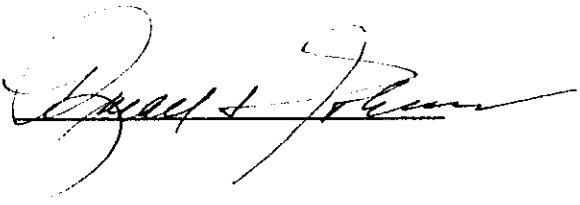
To have and to hold the same, together with all the privileges and appurtenances thereunto belonging, to the said THOMAS POND IMPROVEMENT ASSOCIATION, INC., its successors and assigns forever.

BK9240PG0023

In witness whereof, the STATE OF MAINE, acting by and through its DEPARTMENT OF ENVIRONMENTAL PROTECTION, has caused this instrument to be executed by DEAN C. MARRIOTT, Commissioner of its DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereunto duly authorized, this 2nd day of July, 1990.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witnessed by:



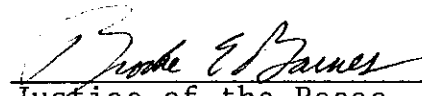
By 
Dean C. Marriott,
Commissioner,
Department of Environmental
Protection

STATE OF MAINE
KENNEBEC, SS.

July 2, 1990

Personally appeared the above named Dean C. Marriott, Commissioner, Department of Environmental Protection and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the State of Maine, by its Department of Environmental Protection.

Before me,


Justice of the Peace
Notary Public
Attorney at Law



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STATE HOUSE STATION 17 AUGUSTA, MAINE 04333

BOARD ORDER

IN THE MATTER OF

THOMAS POND IMPROVEMENT	)	MAINE DAM REGISTRATION,
ASSOCIATION, INC.	)	ABANDONMENT AND WATER
South Casco, Maine,	)	LEVEL ACT
Cumberland County	)	
PETITION FOR AWARD OF	)	FINDINGS OF FACT AND
AN ABANDONED DAM	)	CONSENT ORDER
#L-010896-37-A-N	)	

EX9240960024

After review of the petition submitted by the Thomas Pond Improvement Association, Inc. ("T.P.I.A.") with its supportive data, staff summary, agency review comments, comments from the public and other related materials on file and pursuant to the provisions of Title 38 M.R.S.A., sections 830, 835 and 837, the Board of Environmental Protection finds the following facts:

1. SETTING

Thomas Pond Dam is located approximately 20 feet east of Raymond Cape Road at Dingley Bridge which crosses over Dingley Brook. The brook serves as part of the boundary between Casco and Raymond, Maine. The 69 foot wide dam is 7 feet high at the 6 foot wide sluiceway. The sluiceway area is constructed of concrete and the embankments of the dam are faced with badly eroded concrete on the upstream face. Composition of the interior of the embankments is undetermined. Currently waterflow is controlled by stoplogs placed in slots in the sluiceway sides.

The dam impounds the 496 acre Thomas Pond which receives water from its 4.8 square mile drainage basin and holds approximately 10,500 acre feet of water. The Aquatic Base Flow (A.B.F.) for this drainage basin is 2.4 cfs following the guideline issued by the U.S. Fish & Wildlife Service.

2. OWNERSHIP

The Thomas Pond Dam (State I.D. No. 1324) has never been registered.

No owner of the dam has been discovered. The Department of Environmental Protection ("DEP") has made a reasonable effort to determine the identity of the owner by consulting

prior dam registration records, the municipal tax lists of Casco and Raymond and by hiring a professional title searcher employed in that capacity by the DOT to search the title to the dam in the Cumberland County Registry of Deeds. Owners of the land abutting the sides of the dam (or their predecessors in title) have filed "Disclaimer of Ownership" forms with the Department.

The State of Maine assumed ownership of the Thomas Pond Dam under Title 38 M.R.S.A. section 830(6) due to non-registration.

3. AWARD OF OWNERSHIP

Public notice inviting petitions for the award of ownership of the Thomas Pond Dam was published (as required in 38 M.R.S.A. section 837, subsection 2) in April 1985. The petition from the Thomas Pond Improvement Association, Inc. was the only one received.

Criteria for Determination of Award of Dam Under Title 38 M.R.S.A. section 837(5)

A. Technical, Financial and Administrative Ability of the Petitioner

The T.P.I.A. is a non-profit corporation which has organized specifically to acquire ownership of the dam. The directors expect a high percentage of lake shore owners to support the corporation since most have already shown their concern about their local environment by joining their local lakeside road associations.

An accountant is currently president and membership includes engineers, a surveyor and people with public works experience.

B. Petitioner's Plans with Respect to the Dam

The T.P.I.A. intends to maintain water levels at historic levels but expects through better management to reduce the extreme water level fluctuations experienced in past years. The corporation is prepared to reface and rebuild the sluiceway at a cost of several thousand dollars. In addition the association plans to build a fence around the sluice area to prevent unauthorized manipulations of the control mechanisms.

C. Effects of the Award on Private and Public Property, Generally, and Public Resources

1. The corporation expects to maintain lake levels which will benefit the majority of riparian owners and take into account the concerns of all riparian owners. It will continue to permit public access to the pond at the Route 302 entry. By reducing water level fluctuation it intends to reduce negative water level impacts on wildlife and fish habitats.

2. Effects of the Award on Abutters:

The land immediately north of the dam is owned by Selma Cohen, who lives just slightly north of the dam site on the opposite side of Raymond Cape Road. The land immediately south of the dam is owned by Louis D. and Mary Jane Chanese. These sections of both the Cohen and Chanese parcels are lawn, and directly abut the northern and southern wingwalls of the dam respectively. The concrete wingwalls of the dam are roughly two feet thick. A consensus of engineers informally consulted by DEP staff is that the earthen mass behind these wingwalls keeps them in place and is indispensable to the structural integrity of the dam.

The definition of "dam" contained in 38 M.R.S.A. section 817(3) encompasses the dam site and adjacent property necessary for the operation of the dam. Whether considered as part of the site or as adjacent property, some part of the Cohen and Chanese land is integral to the operation of the dam.

To avoid a costly administrative determination as to what portion of the Cohen and Chanese lawn areas should be considered part of the dam itself, T.P.I.A., Mrs. Cohen and Mr. and Mrs. Chanese have agreed on the following resolution:

The award of the dam to T.P.I.A. shall be deemed to include only the dam structure itself, that is, the concrete outlet structure and concrete wingwalls. Abutters Selma Cohen and Louis D. and Mary Jane Chanese have agreed to deed to T.P.I.A. easements over that part of their property which is integral to the operation of the dam. In these easements T.P.I.A., on its part, makes certain covenants with the abutters. These guarantees

include minimizing disruption caused by work on the dam, maintenance of a \$500,000 personal injury insurance policy, and operation of the dam in accordance with a water management plan contained in the easement. Unexecuted copies of these easements are attached hereto. T.P.I.A., Mrs. Cohen and Mr. and Mrs. Chanese have indicated their agreement to these terms of the award by consenting thereto on page 6 of this Order.

D. Compliance by Petitioner

The T.P.I.A. has expressed its willingness to work with Inland Fisheries and Wildlife and with DEP and will comply fully with this Board Order.

BASED upon the above findings of fact the Board makes the following conclusion:

1. The Thomas Pond Improvement Association is qualified to accept ownership of Thomas Pond Dam under the criteria contained in Title 38 M.R.S.A. section 837(5).

PURSUANT to Title 38 M.R.S.A. sections 837(5) and (7), the Board therefore AWARDS ownership of the Thomas Pond Dam, State I.D. #1324, to the Thomas Pond Improvement Association, Inc. as discussed in par. 3(C)(2) of the findings herein. No sooner than 45 days after notice to all parties of its decision, the Board shall execute and deliver a quitclaim deed awarding ownership and possession to the T.P.I.A. Notwithstanding the foregoing, this Board Order shall be null and void and the award of the dam to T.P.I.A. shall be vacated pending further proceedings in this matter unless abutting property owners Selma Cohen and Louis D. and Mary Jane Chanese shall have executed and delivered to T.P.I.A. the respective easements, copies of which are attached to this Order, within 45 days of notice of this decision, and shall have simultaneously sent copies of the executed easements to DEP staff.

This award is subject to the following conditions which may be set forth in the deed from the Board to T.P.I.A. as appropriate:

1. The dam owner shall install a permanently mounted water level gauge marked in inches at the dam. The gauge shall be placed such that the top of the dam corresponds to 0 inches on the gauge and the gauge shall measure both above and below the 0 point. The gauge shall be installed by August 1, 1990.

2. The dam owner shall provide some device or control so that only a designated representative of the organization can change the level of water being maintained or released by the dam. This control shall be installed by September 1, 1991 as part of an anticipated overall renovation of the dam.
3. A minimum flow of water, 2.4 cfs (=A.B.F.) shall be maintained to Dingley Brook below the dam at all times.
4. The dam operator shall maintain a dated written record of lake levels, changes in the water control device, and by whom made. The record shall be maintained on a daily basis during times of rapid water level change and on a weekly basis at all other times.
5. The association shall develop a written Water Level Management Plan designating who is responsible for operating the dam and describing how the dam is to be operated under a variety of likely water level/meteorological occurrences. The plan should be updated regularly as experience is gained in managing the water levels of Thomas Pond and Dingley Brook.
6. The owner of the dam shall be responsible for securing all applicable federal, state and local licenses, permits, authorizations, conditions, agreements and orders required for any activities undertaken in compliance with the terms of this order.
7. Any dam repairs, modifications or emergency remedial actions which do not require a federal, state or local permit, but which constitute a temporary violation of this order may be performed only with prior written approval of the Commissioner of the DEP.
8. The grantee shall erect a chain link fence between four and six feet in height on the dam site as close to the Thomas Pond Dam as practicable so as to prevent tampering with the dam works. The fence shall be subject to initial approval by abutters Selma Cohen and Louis D. and Mary Jane Chanese.
9. The owner of the dam shall maintain in effect liability insurance against personal injury incurred in the operation, repair, maintenance and rebuilding of the Thomas Pond Dam and any fence or barrier erected pursuant to this Order in a minimum amount of \$500,000 coverage. The owner of the dam shall designate abutters Selma Cohen and Louis D. and Mary Jane Chanese

BK9240PG0029

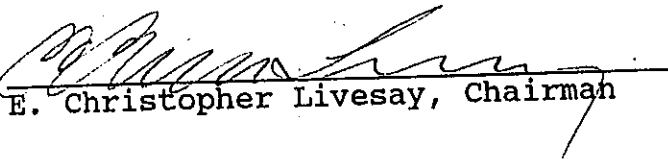
as additional named insured parties with respect to such coverage.

10. Except as irreconcilably limited by inflow to the impoundment or other natural conditions beyond the dam owner's control, for control of spring conditions 12 inches maximum will be allowed for flow over the dam.

DONE AND DATED AT AUGUSTA, ME THIS 25th DAY OF April, 1990.

BOARD OF ENVIRONMENTAL PROTECTION

BY:


E. Christopher Livesay, Chairman

WE CONSENT TO THE TERMS OF THIS BOARD ORDER.

Dated:

, 1990

SELMA COHEN

Dated:

, 1990

LOUIS D. CHANESE

Dated:

, 1990

MARY JANE CHANESE

THOMAS POND IMPROVEMENT
ASSOCIATION, INC.

Dated:

, 1990

by:

Calvin Nutting, President

PLEASE NOTE ATTACHED SHEET FOR APPEALS PROCEDURES

BK9240PG0030

as additional named insured parties with respect to such coverage.

10. Except as irreconcilably limited by inflow to the impoundment or other natural conditions beyond the dam owner's control, for control of spring conditions 12 inches maximum will be allowed for flow over the dam.

DONE AND DATED AT AUGUSTA, ME THIS DAY OF , 1990.
BOARD OF ENVIRONMENTAL PROTECTION

BY: E. Christopher Livesay, Chairman

WE CONSENT TO THE TERMS OF THIS BOARD ORDER.

Dated: April 2 , 1990

Selma Cohen
SELMA COHEN

Dated: , 1990

Louis D. Chanese
LOUIS D. CHANESE

Dated: , 1990

Mary Jane Chanese
MARY JANE CHANESE

THOMAS POND IMPROVEMENT
ASSOCIATION, INC.

Dated: , 1990

by:

Calvin Nutting, President

PLEASE NOTE ATTACHED SHEET FOR APPEALS PROCEDURES

6X9240PG0031

as additional named insured parties with respect to such coverage.

10. Except as irreconcilably limited by inflow to the impoundment or other natural conditions beyond the dam owner's control, for control of spring conditions 12 inches maximum will be allowed for flow over the dam.

DONE AND DATED AT AUGUSTA, ME THIS DAY OF , 1990.
BOARD OF ENVIRONMENTAL PROTECTION

BY: E. Christopher Livesay, Chairman

WE CONSENT TO THE TERMS OF THIS BOARD ORDER.

Dated: , 1990

SELMA COHEN

Dated: *April 5* , 1990

Louis D. Chaneese
LOUIS D. CHANESE

Dated: *April 5* , 1990

Mary Jane Chaneese
MARY JANE CHANESE

THOMAS POND IMPROVEMENT
ASSOCIATION, INC.

Dated: , 1990

by: Calvin Nutting, President

PLEASE NOTE ATTACHED SHEET FOR APPEALS PROCEDURES

as additional named insured parties with respect to such coverage.

10. Except as irreconcilably limited by inflow to the impoundment or other natural conditions beyond the dam owner's control, for control of spring conditions 12 inches maximum will be allowed for flow over the dam.

DONE AND DATED AT AUGUSTA, ME THIS DAY OF , 1990.
BOARD OF ENVIRONMENTAL PROTECTION

BY: E. Christopher Livesay, Chairman

WE CONSENT TO THE TERMS OF THIS BOARD ORDER.

Dated: , 1990

SELMA COHEN

Dated: , 1990

LOUIS D. CHANESE

Dated: , 1990

MARY JANE CHANESE

THOMAS POND IMPROVEMENT
ASSOCIATION, INC.

Dated: April 7, 1990

by:

Calvin Nutting
Calvin Nutting, President

PLEASE NOTE ATTACHED SHEET FOR APPEALS PROCEDURES

KNOW ALL MEN BY THESE PRESENTS,

That Selma Cohen, grantor, residing on the Raymond Cape Road, Raymond, Maine, in consideration of the Maine Board of Environmental Protection's forbearance from awarding any or all of the land described below to the Thomas Pond Improvement Association as part of the Thomas Pond Dam in the matter of "Thomas Pond Improvement Association, Inc., South Casco, Maine, Cumberland County, Petition for Award of an Abandoned Dam, #L-010896-37-A-N", and in conjunction with the Board's award of the Thomas Pond Dam to the Thomas Pond Improvement Association in that proceeding, does hereby ACKNOWLEDGE, REMISE, RELEASE, BARGAIN, SELL, CONVEY and forever QUIT-CLAIM unto the Thomas Pond Improvement Association, grantee, a non-profit Maine corporation having its registered office c/o Calvin Nutting, P.O. Box 537, South Casco, Maine 04077, and to its successors and assigns forever, an easement over the following land in the Town of Raymond, County of Cumberland, State of Maine, bounded and described as follows, and subject to the terms and conditions set forth below:

Beginning at a point on the Raymond/Casco Town Line and located on the centerline of State Highway No. 5 (Raymond Cape Road) at or near Station 3+31 as shown on Maine State Highway Commission Right of Way Map as per S.H.C. File No. S-3-265 and recorded in Plan Book 66, Page 34, Cumberland County Registry of Deeds;

Thence North 31 -50' East, bearing as shown on said plan, along said centerline, 27' more or less, to a point;

Thence South 58 -10' East, 56' more or less, to a point located at the end of the dam retaining wall and the easterly sideline of State Highway No. 5;

Thence southwesterly along said easterly sideline of State Highway No. 5, 31' more or less, to the Raymond/Casco Town Line;

Thence northwesterly along said town line, 57' more or less, to the point of beginning. Said parcel contains 1568 square feet. Bearings are as shown on referenced plan. This parcel is subject to the rights of the Maine State Highway Commission for highway/bridge rights.

The easement granted hereunder may be used by the grantee, its agents, employees, and contractors solely for the purposes of reasonably operating, repairing, maintaining and rebuilding the Thomas Pond Dam, so-called, located on the Dingley Brook on the Casco-Raymond border in Cumberland County, Maine. The grantee, its agents, employees, and contractors may perform such work on the property described above as may be reasonably necessary to accomplish the aforementioned purposes so long as the grantee (1) minimizes disruption to the grantor's enjoyment and use of their property during the course of such work; (2) restores the property as closely as possible to its pre-existing condition upon completion of any such work, which restoration shall include but not be limited to the re-seeding of grass and replanting of all trees and shrubbery temporarily removed; and (3) as security for such restoration, maintains in effect a bank account in which the balance shall not fall below \$750 at any time between commencement of such work and full restoration of the premises. The grantee covenants to complete any such work within 60 days of commencement and to complete full restoration of the premises within 90 days of commencement. If the grantee fails to meet either deadline, unless such failure is attributable in whole or

in part to fire, flood, storm or other act of God, labor dispute, or act of any governmental body, the grantor may serve on the grantee by first-class mail, return receipt requested, a written notice to cure the default. If the grantee does not cure the default within thirty days of receipt of the written notice, then this easement shall revert to the grantor, her heirs and assigns without necessity for suit or re-entry, and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation or enforcement of such condition.

The grantee shall erect a chain link fence between four and six feet in height on the land described above as close to the Thomas Pond Dam as practicable so as to prevent tampering with the dam works. The fence shall be subject to initial approval by the grantor herein and by Louis D. Chanese and Mary Jane Chanese, grantors of a related easement to the grantee herein which is to be executed contemporaneously with this instrument.

The grantor covenants that she will not perform nor permit the excavation, removal of earth, or any other activity on the property described above that may reasonably be expected to impair the structural integrity of the Thomas Pond Dam.

By accepting delivery of this conveyance, the grantee agrees to indemnify, defend, and hold the grantor harmless against any and all claims of injury to person or property incurred in the

operation, repair, maintenance and rebuilding of the Thomas Pond Dam and any fence or barrier erected pursuant to this instrument.

To partially secure the above-mentioned indemnification for the benefit of the grantor, the grantee covenants to maintain in effect liability insurance against personal injury incurred in the operation, repair, maintenance and rebuilding of the Thomas Pond Dam and any fence or barrier erected pursuant to this instrument in a minimum amount of \$500,000 coverage. The grantee shall designate the grantor as an additional named insured party with respect to such coverage. If the grantee fails to maintain this coverage in effect at any time or fails to provide proof of such coverage when requested, the grantor may serve on the grantee by first-class mail, return receipt requested, a written notice to secure the required coverage. If the grantee does not secure the required coverage within 45 days of receipt of the written notice, then this easement shall revert to the grantor, her heirs and assigns without necessity for suit or re-entry, and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation or enforcement of such condition.

The grantee further covenants to observe the Thomas Pond Dam Management Plan attached hereto and made a part hereof in the operation of the Thomas Pond Dam in the immediate future. The grantor understands that with the exception of objective 4 (2.4 cfm minimum flow requirement), the dam management plan may be

BK9240PG0037

changed over time in light of experience in implementation;
evolving needs of the littoral proprietors of Thomas Pond and
Dingley Brook; governmental regulation; the public interest and
other future circumstances which the grantor and grantee cannot
presently foresee.

TO HAVE AND TO HOLD THE SAME, together with all the privileges
and appurtenances thereunto belonging, to the said Thomas Pond
Improvement Association, its successors and assigns forever,
subject to the possibility of reverter set forth above.

IN WITNESS WHEREOF, the said Selma Cohen has hereunto set her
hand and seal this 21st day of MAY, in the
year 1990.

[Signature]
Witness

[Signature]
Selma Cohen

STATE OF MAINE

MAY 21, 1990, ss.

Then personally appeared before me the above-named Selma
Cohen this 21st day of MAY, 1990 and
acknowledged the above to be her free act and deed.

[Signature]
Justice of the Peace
Notary Public

ROXANNE D. STULTS
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 2, 1995

THOMAS POND DAM MANAGEMENT PLAN

OBJECTIVE

The goal of the Thomas Pond Improvement Association is to manage lake levels in such a way as to provide satisfactory water conditions in both Thomas Pond itself as well as the outlet Dingley Brook. Pond levels are controlled by proper adjustments of the outlet dam. Key points to be considered in adjusting the dam are as follows:

1. Maintain level of Thomas Pond at 17-20" below the concrete top of the dam as measured in the weir slots.
2. Control spring pond levels in anticipation of spring rain and snow melt so as to prevent property flooding on the pond.
3. Control spring pond levels in such a way as to avoid excessive flow in Dingley Brook. I.e. $<20 \text{ ft}^3/\text{sec}$.
4. Minimum flow over dam or through dam must be maintained at $\geq 2.4 \text{ ft}^3/\text{sec}$.
5. Control Pond levels so as to protect the fishery and the loon population.

MONITORING

Pond levels will be monitored and recorded by the appointed person according to the following schedule:

Jan. 1 to March 15	1/week
March 15 to May 15	2/day
May 15 to Sept. 15	1/day
Sept. 15 to Lake Freeze or Jan. 1	1/week

STOP LOG MANAGEMENT

In accordance with calculations for flow over a weir, the following flow rates occur as a result of stop log removal.

BR 9240 PG 0039

WHERE: $Q = 3.333 (L - .2H) H^{3/2}$

Q = flow in cubic feet per second
L = width of weir in feet
H = depth of water over dam in feet

FOR:

H	Q
3 inches	2.5 Ft ³ /sec.
6 inches	7.0 Ft ³ /sec.
12 inches	19.0 Ft ³ /sec.

To drop Thomas Pond (500 acres) 1 inch in 24 hours would require a flow of approximately 19 Ft³ /sec. Historically it has been shown that a flow of 12" over the dam will not result in downstream damage.

Therefore for control of spring conditions 12 inches maximum will be allowed for flow over the dam. Additionally in October the lake will be drawn down to at least 24 inches in anticipation of spring problems.

Summertime control will be so as to maintain 17-20 inch levels and will preclude flows over the dam or through the dam of less than 2.4 cubic feet/second.

ADMINISTRATION

One person will be appointed to monitor and control lake levels. He will be required to keep a log in accordance with the monitoring schedule using the top of the dam at the stop log slots as a zero reference. His adherence to the management plan will be overseen by the President of the TPIA.

KNOW ALL MEN BY THESE PRESENTS,

That Louis D. Chanese and Mary Jane Chanese, grantors, residing on the Raymond Cape Road, Raymond, Maine, in consideration of the Maine Board of Environmental Protection's forbearance from awarding any or all of the land described below to the Thomas Pond Improvement Association as part of the Thomas Pond Dam in the matter of "Thomas Pond Improvement Association, Inc., South Casco, Maine, Cumberland County, Petition for Award of an Abandoned Dam, #L-010896-37-A-N", and in conjunction with the Board's award of the Thomas Pond Dam to the Thomas Pond Improvement Association in that proceeding, does hereby ACKNOWLEDGE, REMISE, RELEASE, BARGAIN, SELL, CONVEY and forever QUIT-CLAIM unto the Thomas Pond Improvement Association, grantee, a non-profit Maine corporation having its registered office c/o Calvin Nutting, P.O. Box 537, South Casco, Maine 04077, and to its successors and assigns forever, an easement over the following land in the Town of Raymond, County of Cumberland, State of Maine, bounded and described as follows, and subject to the terms and conditions set forth below:

Beginning at a point on the Raymond/Casco Town Line and located on the centerline of State Highway No. 5 (Raymond Cape Road) at or near Station 3+31 as shown on Maine State Highway Commission Right of Way Map as per S.H.C. File No. S-3-265 and recorded in Plan Book 66, Page 34, Cumberland County Registry of Deeds;

Thence southeasterly along said town line, 56' more or less, to a point located on the easterly sideline of State Highway No. 5;

BK9240PG0041

Thence southwesterly along said easterly sideline of State Highway No. 5, 27' more or less, to the end of the dam retaining wall;

Thence northwesterly 50' more or less, to a point located on the centerline of said State Highway No. 5 at Station 2+46± as shown on said plan;

Thence on a curve to the left, having a radius of 477.47' along said centerline, an arc distance of 20' more or less, to a point at Station 3+15.37 as shown on said plan;

Thence North 31 -51' East, bearing as shown on said plan, 16' more or less, to the point of beginning. Said parcel contains 2088 square feet, more or less. Bearings are as shown on referenced plan. This parcel is subject to the rights of the Maine State Highway Commission for highway/bridge rights.

The easement granted hereunder may be used by the grantee, its agents, employees, and contractors solely for the purposes of reasonably operating, repairing, maintaining and rebuilding the Thomas Pond Dam, so-called, located on the Dingley Brook on the Casco-Raymond border in Cumberland County, Maine. The grantee, its agents, employees, and contractors may perform such work on the property described above as may be reasonably necessary to accomplish the aforementioned purposes so long as the grantee (1) minimizes disruption to the grantors' enjoyment and use of their property during the course of such work; (2) restores the property as closely as possible to its pre-existing condition upon completion of any such work, which restoration shall include but not be limited to the re-seeding of grass and replanting of all trees and shrubbery temporarily removed; and (3) as security for such restoration, maintains in effect a bank account in which the balance shall not fall below \$750 at any time between commencement of such work and full restoration of the premises.

The grantee covenants to complete any such work within 60 days of commencement and to complete full restoration of the premises within 90 days of commencement. If the grantee fails to meet either deadline, unless such failure is attributable in whole or in part to fire, flood, storm or other act of God, labor dispute, or act of any governmental body, the grantors may serve on the grantee by first-class mail, return receipt requested, a written notice to cure the default. If the grantee does not cure the default within thirty days of receipt of the written notice, then this easement shall revert to the grantors, their heirs and assigns without necessity for suit or re-entry, and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation or enforcement of such condition.

The grantee shall erect a chain link fence between four and six feet in height on the land described above as close to the Thomas Pond Dam as practicable so as to prevent tampering with the dam works. The fence shall be subject to initial approval by the grantors herein and by Selma Cohen, grantor of a related easement to the grantee herein which is to be executed contemporaneously with this instrument.

The grantors covenant that they will not perform nor permit the excavation, removal of earth, or any other activity on the property described above that may reasonably be expected to impair the structural integrity of the Thomas Pond Dam.

By accepting delivery of this conveyance, the grantee agrees to indemnify, defend, and hold the grantors harmless against any and all claims of injury to person or property incurred in the operation, repair, maintenance and rebuilding of the Thomas Pond Dam and any fence or barrier erected pursuant to this instrument.

To partially secure the above-mentioned indemnification for the benefit of the grantors, the grantee covenants to maintain in effect liability insurance against personal injury incurred in the operation, repair, maintenance and rebuilding of the Thomas Pond Dam and any fence or barrier erected pursuant to this instrument in a minimum amount of \$500,000 coverage. The grantee shall designate the grantor as an additional named insured party with respect to such coverage. If the grantee fails to maintain this coverage in effect at any time or fails to provide proof of such coverage when requested, the grantors may serve on the grantee by first-class mail, return receipt requested, a written notice to secure the required coverage. If the grantee does not secure the required coverage within 45 days of receipt of the written notice, then this easement shall revert to the grantors, their heirs and assigns without necessity for suit or re-entry, and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation or enforcement of such condition.

The grantee further covenants to observe the Thomas Pond Dam Management Plan attached hereto and made a part hereof in the

operation of the Thomas Pond Dam in the immediate future. The grantors understand that with the exception of objective 4 (2.4 cfm minimum flow requirement), the dam management plan may be changed over time in light of experience in implementation; evolving needs of the littoral proprietors of Thomas Pond and Dingley Brook; governmental regulation; the public interest and other future circumstances which the grantors and grantee cannot presently foresee.

TO HAVE AND TO HOLD THE SAME, together with all the privileges and appurtenances thereunto belonging, to the said Thomas Pond Improvement Association, its successors and assigns forever, subject to the possibility of reverter set forth above.

IN WITNESS WHEREOF, the said Louis D. Chanese and Mary Jane Chanese have hereunto set their hands and seals this 23 day of MAY, in the year 1990.

D. S. W. S.
Witness

Louis D. Chanese
Louis D. Chanese

Douglas S. W. S.
Witness

Mary Jane Chanese
Mary Jane Chanese

GK9240PG0045

STATE OF MAINE

Cumberland, SS.

Then personally appeared before me the above-named Louis D. Chanese and Mary Jane Chanese this 23rd day of MAY, 1990 and acknowledged the above to be their free act and deed.

John B. Peverada III
~~Justice of the Peace~~
Notary Public

JONAS PEVERADA III
NOTARY PUBLIC
MAINE

THOMAS POND DAM MANAGEMENT PLAN

OBJECTIVE

The goal of the Thomas Pond Improvement Association is to manage lake levels in such a way as to provide satisfactory water conditions in both Thomas Pond itself as well as the outlet Dingley Brook. Pond levels are controlled by proper adjustments of the outlet dam. Key points to be considered in adjusting the dam are as follows:

1. Maintain level of Thomas Pond at 17-20" below the concrete top of the dam as measured in the weir slots.
2. Control spring pond levels in anticipation of spring rain and snow melt so as to prevent property flooding on the pond.
3. Control spring pond levels in such a way as to avoid excessive flow in Dingley Brook. I.e. $<20 \text{ ft}^3/\text{sec}$.
4. Minimum flow over dam or through dam must be maintained at $\geq 2.4 \text{ ft}^3/\text{sec}$.
5. Control Pond levels so as to protect the fishery and the loon population.

MONITORING

Pond levels will be monitored and recorded by the appointed person according to the following schedule:

Jan. 1 to March 15	1/week
March 15 to May 15	2/day
May 15 to Sept. 15	1/day
Sept. 15 to Lake Freeze or Jan. 1	1/week

STOP LOG MANAGEMENT

In accordance with calculations for flow over a weir, the following flow rates occur as a result of stop log removal.

WHERE: $Q = 3.333 (L - .2H) H^{3/2}$

Q = flow in cubic feet per second
L = width of weir in feet
H = depth of water over dam in feet

FOR:

H	Q
3 inches	2.5 Ft ³ /sec.
6 inches	7.0 Ft ³ /sec.
12 inches	19.0 Ft ³ /sec.

To drop Thomas Pond (500 acres) 1 inch in 24 hours would require a flow of approximately 19 Ft³ /sec. Historically it has been shown that a flow of 12" over the dam will not result in downstream damage.

Therefore for control of spring conditions 12 inches maximum will be allowed for flow over the dam. Additionally in October the lake will be drawn down to at least 24 inches in anticipation of spring problems.

Summertime control will be so as to maintain 17-20 inch levels and will preclude flows over the dam or through the dam of less than 2.4 cubic feet/second.

ADMINISTRATION

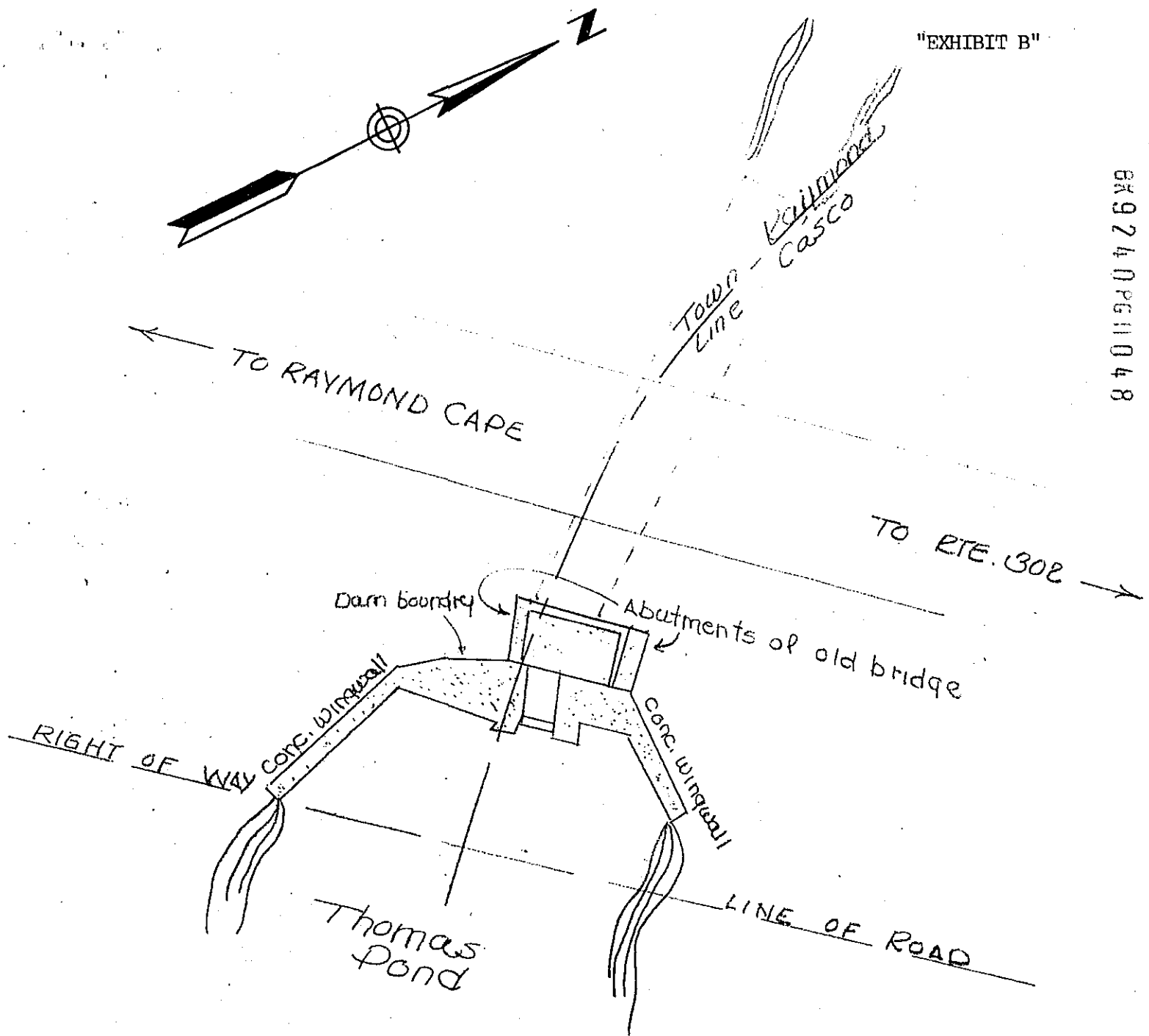
One person will be appointed to monitor and control lake levels. He will be required to keep a log in accordance with the monitoring schedule using the top of the dam at the stop log slots as a zero reference. His adherence to the management plan will be overseen by the President of the TPIA.

A TRUE COPY
ATTEST:

Debrah Richard
Debrah Richard, Director
Bureau of Land Quality Control

"EXHIBIT B"

BR 9240PG1048



THOMAS POND DAM
RAYMOND and CASCO
CUMBERLAND COUNTY

REF. Dept. of Transportation
Right of Way Map -
File No. 5-3-265

May 1990

BK9240PG0049

In witness whereof, the STATE OF MAINE, acting by and through its DEPARTMENT OF ENVIRONMENTAL PROTECTION, has caused this instrument to be executed by DEAN C. MARRIOTT, Commissioner of its DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereunto duly authorized, this 2ND day of July, 1990.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witnessed by:

By

Dean C. Marriott
Dean C. Marriott,
Commissioner,
Department of Environmental
Protection

[Signature]
STATE OF MAINE
KENNEBEC, SS.

July 2, 1990

Personally appeared the above named Dean C. Marriott, Commissioner, Department of Environmental Protection and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of the State of Maine, by its Department of Environmental Protection.

Before me,

Frederic E. Barnes
Justice of the Peace
Notary Public
Attorney at Law

RECEIVED
RECORDED REGISTRY OF DEEDS
1990 JUL -9 AM 11:58
CUMBERLAND COUNTY

[Signature]