



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

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- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION

August 21, 2012

Mr. William Needelman, AICP
Senior Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

**Subject: Canal Landing New Yard – Phase 1
40 West Commercial Street
Preliminary Site Plan Application
Applicant: New Yard, LLC**

Dear Bill:

On behalf of New Yard, LLC, we are pleased to provide the accompanying package of submission materials related to the proposed Canal Landing New Yard development off West Commercial Street. This submission package is intended to meet the City's Preliminary Submission Requirements as outlined in the Level III Application procedures. These materials represent the ongoing design development for the proposed boat repair and maintenance yard use for the assemblage of properties generally bounded by Commercial Street (north), the Casco Bay Bridge (east), the Fore River waterfront (south) and industrial land owned by Portland Terminal Co. (west). It is the applicant's intent to construct a boat repair and maintenance yard along with related marine uses over the course of multiple phases. The development site is an approximately 22-acre area that includes multiple properties owned by Northern Utilities Inc. (aka Unitil) and Portland Terminal Co. (aka Pan Am Railways). The applicant currently has purchase and sale and option agreements to acquire or lease the properties from the current owners. The existing site has had a long history of development activity including, but not limited to, the origination of the Cumberland and Oxford Canal, operation of the Portland Gas Light Company and railroad operations. In its more recent history, the railroad property has been largely unused while NGL Propane maintains a propane gas storage and distribution facility through a lease agreement with Unitil. The Maine Department of Transportation also maintains a small maintenance building at the far easterly end of the property, which they plan on continuing to use in the future. The site's waterfront contains dilapidated piers and pilings over much of its length and the intent is to rehabilitate much of this shorefront for new vessel berthing, floating dock facilities and related uses.

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August 21, 2012
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The site's historical activities have resulted in there being various recognized environmental conditions on the properties. Extensive studies on behalf of the property owners have occurred or remain underway and it is the applicant's intentions to work cooperatively with the property owners to allow the proper remedial actions to occur to allow the reuse of the site into the future.

Currently, Unitil has sought a No Action Assurance letter from the Maine Department of Environmental Protection (MeDEP), under the Voluntary Response Action Program (VRAP) and they will be moving forward with activities that will satisfy the VRAP and ultimately lead to a Certificate of Completion action by the MeDEP.

Accompanying this cover letter are the following materials:

- Site Plan Application
- Section 1: Written Description of Project
- Section 2: Evidence of Right, Title and Interest, Technical Capacity and Financial Capacity
- Section 3: Written Assessment of Proposed Project's Compliance with Applicable Zoning and Land Use Requirements
- Section 4: Contact with State and Federal Agencies
- Reduced Sized Plans

You will find in the accompanying materials, information including the Overall Master Plan and the Preliminary Phase 1 Site Layout Plan that provides greater detail for the site development activities. We have also included preliminary building elevations for the proposed Phase 1 buildings. Preliminary information pertaining to the project's utilities needs and statements regarding compliance with the City's Standards are contained within this submission.

The Development Team expects to continue to work with the property owners and City Officials/Representatives on both the onsite and offsite components including, but not limited to:

- Coordination with Unitil representatives on the design and implementation of remedial measures addressing the site's environmental issues.
- Coordination with Public Services representatives on abandonment of existing utilities and new service connections for the proposed buildings; and
- Coordination efforts with City Officials regarding ongoing Commercial Street studies and access development.

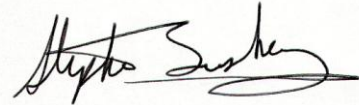
Mr. William Needelman, AICP
August 21, 2012
Page 3

On behalf of the Canal Landing New Yard Team, we look forward to your continued assistance on the project and we look forward to a September 2012 workshop meeting with the Planning Board. Please find one (1) hard copy of the application materials including one set each of 11x17 and full size plans, along with a diskette containing PDF files for all submitted materials.

If you have any questions regarding these materials please contact this office.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.



Stephen R. Bushey, P.E.
Senior Engineer

SRB/smk

Attachments – As listed above

c: Phineas Sprague, Jr. – New Yard LLC
Bob Flight – New Yard LLC
Peter Plumb – Murray, Plumb, and Murray



Level III – Preliminary and Final Site Plans Development Review Application Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form to be used for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits. General information pertaining to the thresholds of review and fee structure is contained on page 3 of this application. The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp>

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sf or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sf or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sf or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sf or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sf or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sf of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sf and/or facilities encompassing 20,000 sf or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

The Land Use Code (including Article V), the Technical Manual, and the Design Manual are available on the City's web site at <http://www.portlandmaine.gov/planning/default.asp> or copies may be purchased at the Planning Division Office.

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8721 or 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: Canal Landing Marina Maintenance Facility

PROPOSED DEVELOPMENT ADDRESS:

40 West Commercial Street, Portland, Maine 04101

PROJECT DESCRIPTION:

Redevelopment of former industrial site into a boat and ship repair and maintenance facility and related marina mix-use activities.

CHART/BLOCK/LOT: 59-A - 5,6,9,10
59-A-2
59-A-1,3,4,7,8,11,12

PRELIMINARY PLAN July 2012 (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant's Contact for electronic plans Name: Stephen Bushey e-mail: sbushey@delucahoffman.com work # 207-775-1121

Applicant – must be owner, Lessee or Buyer Name: New Yard, LLC Business Name, if applicable: Address: 58 Fore Street City/State : Portland, Maine Zip Code: 04101	Applicant Contact Information Work # 207-774-1067 Home# Cell # Fax# 207-774-7035 e-mail: www.portlandyacht.com
Owner – (if different from Applicant) Name: Northern Utilities, Inc. d/b/a Unitil and Pan Am Systems, Inc. Address: 6 Liberty Lane West/1700 Iron Horse Park City/State : Hampton, NH Zip Code: 03842 North Billerica, MA 01862	Owner Contact Information Work # 603-773-6459 Home# Cell # Fax# e-mail:
Agent/ Representative Name: Stephen R. Bushey, P.E. Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Agent/Representative Contact information Work # 207-775-1121 Cell # 207-756-9359 e-mail: sbushey@delucahoffman.com
Billing Information Name: c/o Portland Yacht Services Address: 58 Fore Street City/State : Portland, ME Zip Code: 04101	Billing Information Work # 207-774-1067 Cell # Fax# 207-774-7035 e-mail:

<p>Engineer</p> <p>Name: DeLuca-Hoffman Associates, Inc.</p> <p>Address: 778 Main Street, Suite 8</p> <p>City/State : South Portland, ME Zip Code: 04106</p>	<p>Engineer Contact Information</p> <p>Work # 207-775-1121</p> <p>Cell # 207-756-9359 Fax# 207-879-0896</p> <p>e-mail: sbushey@delucahoffman.com</p>
<p>Surveyor</p> <p>Name: Owen Haskell Inc.</p> <p>Address: 390 US Route 1, Unit 10</p> <p>City/State : Falmouth, ME Zip Code: 04105</p>	<p>Surveyor Contact Information</p> <p>Work # 207-774-0424</p> <p>Cell # Fax# 207-774-0511</p> <p>e-mail: jswan@owenhaskell.com</p>
<p>Architect</p> <p>Name: TFH Architects</p> <p>Address: 80 Middle Street</p> <p>City/State : Portland, ME Zip Code: 04101</p>	<p>Architect Contact Information</p> <p>Work # 207-775-6141</p> <p>Cell # Fax# 207-773-0194</p> <p>e-mail:</p>
<p>Attorney</p> <p>Name: Murray, Plumb and Murray Peter Plumb, Esq.</p> <p>Address: 75 Pearl Street, Suite 300</p> <p>City/State : Portland, ME Zip Code: 04101</p>	<p>Attorney Contact Information</p> <p>Work # 207-773-5651</p> <p>Cell # Fax# 207-773-8023</p> <p>e-mail: pplumb@mpmlaw.com</p>

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews)	Fees Paid (office use)	Other Reviews (check applicable reviews)	Fees Paid (office use)
<input checked="" type="checkbox"/> Less than 50,000 sq. ft. (\$500.00) <input type="checkbox"/> 50,000 - 100,000 sq. ft. (\$1,000) <input type="checkbox"/> 100,000 – 200,000 sq. ft. (\$2,000) <input type="checkbox"/> 200,000 – 300,000 sq. ft. (\$3,000) <input type="checkbox"/> over \$300,00 sq. ft. (\$5,000) <input type="checkbox"/> Parking lots over 11 spaces (\$1,000) <input type="checkbox"/> After-the-fact Review (\$1,000.00 plus applicable application fee)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> Traffic Movement (\$1,000) <input type="checkbox"/> Stormwater Quality (\$250) <input type="checkbox"/> Subdivisions (\$500 + \$25/lot) <input type="checkbox"/> # of Lots ___ x \$25/lot = _____ <input checked="" type="checkbox"/> Site Location (\$3,000, except for residential projects which shall be \$200/lot) <input type="checkbox"/> # of Lots ___ x \$200/lot = _____	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
----- The City invoices separately for the following: - Notices (\$.75 each) - Legal Ad (% of total Ad) - Planning Review (\$40.00 hour) - Legal Review (\$75.00 hour) Third party review is assessed separately.		<input type="checkbox"/> Other _____ <input type="checkbox"/> Change of Use <input type="checkbox"/> Flood Plain <input type="checkbox"/> Shoreland <input type="checkbox"/> Design Review <input type="checkbox"/> Housing Replacement <input type="checkbox"/> Historic Preservation	
Plan Amendments (check applicable reviews) <input type="checkbox"/> Planning Staff Review (\$250) <input type="checkbox"/> Planning Board Review (\$500)	Fees Paid (office use) <input type="checkbox"/> <input type="checkbox"/>		

APPLICATION SUBMISSION

All site plans and written application materials must be uploaded to a website for review. At the time of application, instructions for uploading the plans will be provided to the applicant. One paper set of the plans, written materials and application fee must be submitted to the Planning Division Office to start the review process.

Submissions shall include one (1) paper packet with folded plans containing the following materials:

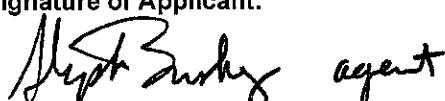
1. One (1) full size set of plans that must be **folded**.
2. One (1) copy of all written materials as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.
6. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submittal requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site: www.portlandmaine.gov Copies of the ordinances may be purchased through the Planning Division.

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level III Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	Date: 8/22/12
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PROJECT DATA

(The following information is required where applicable, in order complete the application)

Total Site Area		
Proposed Total Disturbed Area of the Site		sq. ft.
(If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland)		
IMPERVIOUS SURFACE AREA		
• Proposed Total Paved Area		0 sq. ft.
• Existing Total Impervious Area		N/A sq. ft.
• Proposed Total Impervious Area		189,486 sq. ft.
• Proposed Impervious Net Change		N/A sq. ft.
BUILDING AREA		
• Proposed Building Footprint		20,096 sq. ft.
• Proposed Building Footprint Net change		20,096 sq. ft.
• Existing Total Building Floor Area		0 sq. ft.
• Proposed Total Building Floor Area		20,096 sq. ft.
• Proposed Building Floor Area Net Change		20,096 sq. ft.
• New Building	Yes	(yes or no)
ZONING		
• Existing		WPDZ
• Proposed, if applicable		same
LAND USE		
• Existing		LP Gas Distribution (to remain)
• Proposed		Boat Maintenance Yard
RESIDENTIAL, IF APPLICABLE		
• Proposed Number of Affordable Housing Units		
• Proposed Number of Residential Units to be Demolished		
• Existing Number of Residential Units		
• Proposed Number of Residential Units		
• Subdivision, Proposed Number of Lots		
PARKING SPACES		
• Existing Number of Parking Spaces		0
• Proposed Number of Parking Spaces		N/A
• Number of Handicapped Parking Spaces		0
• Proposed Total Parking Spaces		0
BICYCLE PARKING SPACES		
• Existing Number of Bicycle Parking Spaces		0
• Proposed Number of Bicycle Parking Spaces		0
• Total Bicycle Parking Spaces		0
ESTIMATED COST OF PROJECT		

General Submittal Requirements – Preliminary Plan (Optional)

Level III Site Plan

Preliminary Plan Phase Check list (if elected by applicant)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Completed application form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Application fees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of project
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Evidence of right, title and interest.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Copies of required State and/or Federal permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of proposed project's compliance with applicable zoning requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written description of existing and proposed easements or other burdens.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written requests for waivers from individual site plan and/or technical standards, where applicable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Traffic analysis (may be preliminary, in nature, during the preliminary plan phase).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of significant natural features located on the site.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Written summary of project's consistency with related city master plans.
<input type="checkbox"/>	<input type="checkbox"/>	1	Neighborhood Meeting Material (refer to page 13 of this application.)
Applicant Checklist	Planner Checklist	Number of Copies	Site Plan Submittal Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Boundary Survey meeting the requirements of Section 13 of the City of Portland Technical Manual.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1	Preliminary Site Plan Including the following: (*information provided may be preliminary in nature during preliminary plan phase):
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed structures with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location of adjacent streets and intersections and approximate location of structures on abutting properties.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed site access and circulation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed grading and contours.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing and proposed utilities (preliminary layout).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, transit infrastructure, roadway improvements).
<input type="checkbox"/>	<input type="checkbox"/>		▪ Preliminary stormwater management and erosion control plan.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b) 1. of the Land Use Code).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		▪ Proposed alterations to and protection measures for significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).

<ul style="list-style-type: none"> Existing and proposed easements or public or private rights of way.

General Submittal Requirements – Final Plan (Required)

Level III Site Plan

Final Plan Phase Check list (including items listed above in General Requirements for Preliminary Plan, if applicant did not elect to submit for a preliminary plan review)

Applicant Checklist	Planner Checklist	Number of Copies	Written Submittal Requirement
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of financial and technical capacity.
<input type="checkbox"/>	<input type="checkbox"/>	1	Evidence of utilities' capacity to serve the development.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of fire safety (referencing NFPA fire code and Section 3 of the City of Portland Technical Manual).
<input type="checkbox"/>	<input type="checkbox"/>	1	Construction management plan.
<input type="checkbox"/>	<input type="checkbox"/>	1	Traffic Plan (if development will (1) generate 100 or more PCE or (2) generate 25 or more PCE and is located on an arterial, within 1/2 mile of a high crash location, and/or within ¼ mile of an intersection identified in a previous traffic study as a failing intersection).
<input type="checkbox"/>	<input type="checkbox"/>	1	Stormwater management plan.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written summary of solid waste generation and proposed management of solid waste.
<input type="checkbox"/>	<input type="checkbox"/>	1	Written assessment of conformity with applicable design standards.
<input type="checkbox"/>	<input type="checkbox"/>	1	Manufacturer's verification that HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Final Plan Phase																																		
<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr> <td>1</td> <td>Final Site Plan Including the following</td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Existing and proposed structures on the site with distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone). </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Location of adjacent streets and intersections and approximate location of structures on abutting properties. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Proposed site access and circulation. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Proposed grading and contours. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Location and dimension of existing and proposed paved areas including all parking areas and vehicle, bicycle and pedestrian access ways. Proposed curb lines must be shown. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Proposed loading and servicing areas, including applicable turning templates for delivery vehicles </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Proposed snow storage areas or snow removal plan. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Proposed trash and recycling facilities. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Landscape plan including existing vegetation to be preserved, proposed site landscaping and street trees. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Existing and proposed utilities. </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Location and details of proposed infrastructure improvements (e.g. - curb and sidewalk improvements, roadway intersection modifications, utility connections, public transit infrastructure, roadway improvements). </td> </tr> <tr> <td><input type="checkbox"/></td> <td> <ul style="list-style-type: none"> Proposed septic system, if not connecting to municipal sewer. 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<input type="checkbox"/>	<ul style="list-style-type: none"> Exterior building elevation(s) (showing all 4 sides). 																																	
<input type="checkbox"/>	<ul style="list-style-type: none"> Proposed stormwater management and erosion controls. 																																	

<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Exterior lighting plan, including street lighting improvements..</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Proposed signage.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Identification of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code). Wetlands must be delineated.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Proposed alterations to and protection measures for of existing significant natural features located on the site (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features listed in Section 14-526 (b)1. of the Land Use Code).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Total area and limits of proposed land disturbance.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Soil type and location of test pits and borings.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Details of proposed pier rehabilitation (Shoreland areas only).</i>
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> ▪ <i>Existing and proposed easements or public or private rights of way.</i>



PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST



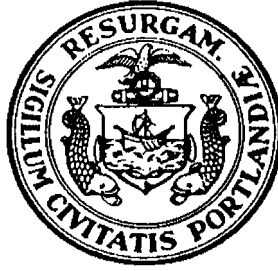
A separate drawing[s] shall be provided to the Portland Fire Department for all site plan reviews.

1. Name, address, telephone number of applicant.
2. Name address, telephone number of architect
3. Proposed uses of any structures [NFPA and IBC classification]
4. Square footage of all structures [total and per story]
5. Elevation of all structures
6. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
7. Hydrant locations
8. Water main[s] size and location
9. Access to all structures [min. 2 sides]
10. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: _____

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: _____
(Regarding addressing, please contact Leslie Kaynor, either at 756-8346, or at LMK@portlandmaine.gov)

Proposed Use: _____

Previous Use: _____

Existing Sanitary Flows: _____ GPD

Existing Process Flows: _____ GPD

Description and location of City sewer, at proposed building sewer lateral connection: _____

Chart Block Lot Number: _____

Site Category	Commercial	_____
	Industrial <i>(complete part 4 below)</i>	_____
	Governmental	_____
	Residential	_____
	Other <i>(specify)</i>	_____

Clearly, indicate the proposed connection, on the submitted plans.

2. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: _____ GPD

Peaking Factor/ Peak Times: _____

Specify the source of design guidelines: *(i.e., "Handbook of Subsurface Wastewater Disposal in Maine," "Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)*

Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet.

3. Please, Submit Contact Information.

Owner/Developer Name: _____

Owner/Developer Address: _____

Phone: _____ Fax: _____ E-mail: _____

Engineering Consultant Name: _____

Engineering Consultant Address: _____

Phone: _____ Fax: _____ E-mail: _____

City Planner's Name: _____ Phone: _____

Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review.

4. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: _____ GPD

Do you currently hold Federal or State discharge permits? Yes _____ No _____

Is the process wastewater termed categorical under CFR 40? Yes _____ No _____

OSHA Standard Industrial Code (SIC): _____ *(http://www.osha.gov/oshstats/sicser.html)*

Peaking Factor/Peak Process Times: _____

Note: On the submitted plans, please show the locations, where the building's sanitary, and process water sewer laterals, exit the facility, where they enter the city's sewer, the location of any control manholes, wet wells, or other access points, and the locations of any filters, strainers, or grease traps.

Notes, Comments, or Calculations:

A large, empty rectangular box with a thin black border, occupying the majority of the page. It is intended for handwritten notes, comments, or calculations.

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LIST OF ATTACHMENTS

- Section 1: Attachment A – Existing Site Photographs
Attachment B – Figures 1-11
Attachment C – Building Elevations/Floor Plans and Tension Fabric Building Details/Model Simulations
- Section 2: Attachment A – Purchase and Sale Agreement with Portland Terminal Co.
Attachment B – Lease Option Agreement with Northern Utilities, Inc.
Attachment C – Letter from Norway Savings Bank
- Section 4: Attachment A – Correspondence with State and Local Agencies

LIST OF PLANS

SHEET #	TITLE
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES AND LEGEND
C-2.0	ALTA/ACSM LAND TITLE SURVEY
C-2.1	OVERALL EXISTING CONDITIONS PLAN
C-2.2	DEMOLITION AND REMOVALS PLAN
C-3.0	CONCEPTUAL MASTER PLAN
C-3.1	PHASE 1 SITE LAYOUT PLAN
C-4.1	PHASE 1 GRADING PLAN
C-6.0	SITE DETAILS *
C-6.1	EROSION AND SEDIMENT CONTROL DETAILS AND NOTES *

* Plan not included in preliminary submission

1. DEVELOPMENT DESCRIPTION

1.1 PROJECT OVERVIEW

New Yard, LLC proposes to construct, own, and operate a new boat maintenance and repair yard within approximately 22 acres of land located prominently along the West Commercial Street waterfront. The project represents an ideal reuse of a former highly industrialized property that over the years has fallen into non-use except for some ongoing LP and Natural Gas storage and distribution facilities. The property maintained a prominent role in the City's Waterfront District for well over a century and a half as the Portland Gas Light Company and Maine Central Railroad operated active business interests up until at least the 1970's. In more recent time, the site has been undeveloped except for the ongoing LP/Natural Gas operations.

The proposed project includes multiple buildings to be constructed over two or more phases along with new shorefront uses including one or more boat ramps, docks, new or reconstructed piers and a travel lift basin. The applicant's plans include up to three buildings constructed to support the boat maintenance and repair operations. Additional future buildings are also contemplated to support marine related operations including retail/warehouse space, yacht brokerage/sales, marine product processing and the potential of large vessel berthing.

The project includes site development activities involving earthwork, grading, shorefront stabilization, pier rehabilitation, boat ramps, building construction, utilities and overall site stabilization. This work will be completed cooperatively with the landowners, and in accordance with site remedial activities to be accomplished by existing landowners under the State's Voluntary Response Action Program (VRAP).

The following sections provide greater detail regarding the site's existing conditions and the proposed development program.

1.2 SITE OWNERSHIP AND LOCATION

According to the ALTA/ACSM Survey completed by Owen Haskell, Inc. in May 2012, the development site contains multiple parcels as identified in the City of Portland Tax Assessor's maps. These parcels are more fully described as follows:

Chart-Block-Lot	Owner	Description
59-A-1, 3, 7, 8, 11, 12	Portland Terminal Co.	A proposed irregularly shaped collection of parcels that will amount to approximately 9.8 acres of land to be purchased and an additional 4.0 acres of land currently under option for purchase.
59-A-2, 5, 9	Northern Utilities, Inc.	Consists of two parcels totaling 8.13 acres to be leased. The inland piece contains the NGL propane facility and the shoreline parcel is generally undeveloped.

Figures 1-11 at the end of this section depict the project location on various available resource maps. As shown, the site location is on West Commercial Street just west of the Casco Bay Bridge and between Commercial Street and the waterfront. The combined parcels have approximately 1,593 LF of frontage along Commercial Street. The average lot depth to the waterfront is approximately 550-600 ft. The development site is identified on the U.S.G.S Portland West 7.5 Minute Quadrangle Map.

1.3 PROJECT PURPOSE AND NEED

The proposed project is considered a unique opportunity to transform an underutilized, yet prominent property, into water dependent maritime as significantly contemplated within the City's zoning and comprehensive plans. The project's community benefits include:

- Enhanced commercial/marine related opportunity and rehabilitation of a deteriorated, older industrial property.
- Rehabilitated waterfront including new/renovated pier(s), boat ramp(s) and shoreline stabilization.
- Various remedial activities related to recognized environmental conditions on the properties will be performed, thus addressing several long standing environmental issues.
- Revitalization of an important waterfront property that has excellent access to deep water, various utilities, City services, and related shorefront amenities.
- Furtherance of the purposes of the Waterfront Port Development zone as articulated in the Land Use Ordinance to "*ensure the continued viability of the Port of Portland*" by limiting use to "*those uses which are dependent upon deep water and which contribute to port activity*".
- Creation of new buildings and site use consistent with waterfront activities in a gateway location along the busy West Commercial Street corridor. The clean-up of dilapidated piers and remnant industrial infrastructure associated with the former Portland Gas Works is especially worthwhile.

1.4 EXISTING CONDITIONS

The site consists of approximately 22.5 acres of land that is composed of four primary areas described as follows:

1. **Inland Parcel (Map 59A, Lot 2)**: Consists of a triangular shaped 3.96 acre area owned by Northern Utilities, Inc. (dba Unitil) and occupied by both Unitil and NGL Propane. This area is centrally located within the development site and is accessed from a single entrance off Commercial Street, opposite the Beach Street intersection. This area will continue to function as an LP gas distribution facility into the future under a long-term lease agreement. This area is also a Transportation Worker Identification Credential (TWIC) secured area that is, and will remain, fenced around its perimeter.

2. **Portland Terminal Parcel (Map 59A, Lots 1, 2, 4, 7, 8, 11 and 12)**: This area is irregularly shaped and contains frontage along Commercial Street along with the site's westerly frontage. The site area is approximately 9.8 acres. Active rail tracks occupy the westerly side and those tracks are basically used for deliveries to the Unitil terminal. Remnant tracks remain east of the Unitil driveway, although they are not in use and will be removed as part of the project. Most of the Portland Terminal site is currently undeveloped land. It is noted that the northwest area of this parcel was also the headwater of the original Cumberland and Oxford Canal, generally opposite the end of what is now Clark Street. It is for this reason the project's name has been crafted as Canal Landing New Yard.
3. **The Shoreline Parcel (Map 59A, Lots 5, 6, 9 and 10)**: This 4.17 acre area is irregularly shaped and contains approximately 1,075 LF of waterfront. The property is generally unoccupied although there is an existing gangway that provides access to a remnant pier line and dilapidated pilings are located throughout the frontage.
4. **The Option Parcel (Map 59A, portion of Lot 3)**: This area consists of approximately 4 acres of Portland Terminal Land to the far west side of the land under consideration. This land includes the active tracks closer to Commercial Street as well as dilapidated pier remains along the shorefront. This area also contains a remnant concrete foundation floor slab that previously served as the foundation for a clay storage silo for the paper mills.

In general, the NGL Propane site is operated under a long term lease and is unaffected by the proposed boat yard operations. The gas site contains four structures and ancillary infrastructure related to the ongoing LP Gas distribution and storage operations. Within the fenced operations area there are five existing LP Gas storage tanks ranging in size from 30,000 gal. to 60,000 gal. These tanks are anticipated to remain in the future.

Although much of the shorefront is currently undeveloped, it continues to contain several important features. Namely, there is an existing 8" transmission line extending from the inland site across the shoreline site and under the Fore River to the City of South Portland. The proposed development activities will be designed to maintain adequate horizontal and vertical clearances from this active line. In addition there is an active Combined Sewer Overflow (CSO) line extending from the Commercial Street frontage to the shoreline, generally along the easterly side of the site.

As previously noted, the Portland Gas Light Company was the primary site occupant for a period from around 1850 to the 1970's. Historical photographs depicting the breadth of earlier development, as well as existing conditions on the site, are contained in the attachments following this section.

Existing development in the area includes the following:

- The City of Portland Marine Terminal is located to the east of the site.
- Commercial activity including Nova Seafood and Graybar Electric operate out of buildings on the north side of Commercial Street.
- At the far west end of the site the Portland Star Match Co. building lines up opposite the site.

1.5 ACCESS CONDITIONS

The site currently has two principal access points, both of which are gate controlled. At the far easterly side the Maine Department of Transportation (MDOT) maintains a locked gate which controls access to their maintenance building. As stated earlier, the NGL Propane site is accessed from a driveway located opposite Beach Street on Commercial Street. For much of the property frontage there is ongoing use by area businesses, particularly fisherman and other related marine activity for parking vehicles, equipment, etc. Much, if not all, of this activity is unauthorized, even though quite common. These uncontrolled conditions will cease if the proposed project moves forward.

Future site access will consist of the following:

- A new entrance is proposed at the far east end of the property, with this access point providing access for both the MDOT's maintenance building as well as a primary entrance into the site.
- The existing NGL Propane entrance will remain and it will be primarily used for continued gate-controlled access into the propane facility. It is noted that during initial discussions with City Staff, we understand the City of Portland is currently evaluating the installation of a traffic signal at the Beach Street/Commercial Street intersection. The proposed traffic signal is expected to address traffic capacity issues related to turning traffic seeking access to the Casco Bay Bridge. Decisions regarding the use of this driveway for development access will be evaluated as more details regarding the City's traffic signal proposal are obtained.
- A future driveway is proposed to the development site's west side. This future driveway will allow access to future marine related activities within that area of the site.
- Another driveway to be located midway between the gas company driveway and the proposed easterly driveway is also under consideration, subject to the proposed traffic signal installation at Beach Street.

1.6 SITE UTILITIES

The site contains numerous active and non-active utility lines. The primary utilities are identified as follows:

- The Portland Water District maintains a 42" sanitary sewer interceptor sewer along the site's entire Commercial Street frontage. Most of this sewer is located within the site within a utility easement. This District/City also maintains a 24" CSO line that discharges out to the Fore River. This line is located generally opposite Clark Street. There are no sanitary sewer service lines serving the site to the best of our understanding. A single restroom in one of the gas buildings discharge into an onsite septic tank, which we assume is routinely pumped out.
- The Portland Water District maintains a 12" water main in Commercial Street, off of which it is understood that a 6" water main enters the site to supply domestic service and at least one fire hydrant.

- Unitol maintains multiple natural gas lines including distribution lines to Commercial Street and an 8" gas line that extends underground and below the Fore River to South Portland. It is the applicant's intent to use natural gas to heat the proposed buildings.
- Power to the site is supplied by Central Maine Power. An overhead service line feeds an onsite transformer which feeds power to the LP gas operations. CMP also maintains a 115 KV underground transmission cable along most of the site's Commercial Street frontage. The 115 KV line follows the site's easterly border before extending below the Fore River to South Portland.

1.7 TOPOGRAPHY AND DRAINAGE

Owen Haskell, Inc. has completed a topographic survey of the property. The site is relatively flat with the highest points along the Commercial Street frontage, sloping to the middle of the site. Site elevations along Commercial Street trend down from west to east from elevation 18' (NGVD 1929) to elevation 15'. The site's low areas are near elevation 9'-10' while most of the waterfront top of bank is near elevation 12'. The High Annual Tide Line (HAT) for the Fore River is elevation 7.4' and mean low water is approximately elevation -4.0'. Owen Haskell, Inc. has also completed bathymetric survey data collection and found water depths within 50' of the low water line to be 10' to 30'. The Federal Channel is also represented on the project's preliminary drawings and it is generally located 60' to 120' off the shorefront. No activities are proposed beyond the Federal Channel line.

Generally speaking, the site's runoff drains directly to the Fore River via overland flow. There are no drainage systems on site, although there is a closed storm drainage system within Commercial Street. The Commercial Street drainage system ultimately ties into the 42" interceptor sewer.

Due to the site's historic industrial condition much of the surface consists of sand and gravel fill, asphalt or otherwise sparsely vegetated ground surface.

1.8 SOILS CONDITIONS

The site has undergone extensive review related to the environmental conditions associated with the previous site uses. As part of previous soil investigation at the site, over 250 subsurface explorations including 120 soil borings, 25 test pits, and 107 core penetrometer tests have been completed¹. The site's soil layers are generally characterized as follows:

- 10 to 15 feet of sand and gravel fill – there is little to no organic surface layer throughout the site.
- 5 to 10 feet of salt and sand.
- 10 to 40 feet of gray clay identified as the Presumpscot formation.
- 30 to 40 feet of dense silty marine sands.
- An undetermined thickness of dense silty sand and gravel identified as glacial till overlaying bedrock.

¹ See Draft Phase 1 Environmental Site Assessment Report by Credere Associates in Section 3.6.

Observed soils conditions at the ground surface include fill material containing coal, coal ash, clinker, brick, degraded asphalt, and hardened tar comingled with scarified sand and gravel. Eroded soils conditions have been observed along the shoreline in and behind the existing granite revetment wall and remnant pier areas. The project's site development activities include restoration and rehabilitation of these areas.

According to various investigation data, depth to groundwater varies from 3 to 7 feet and this likely varies with tidal conditions in the Fore River. Generally speaking, the groundwater flows from the northwest to the southeast across the site.

1.9 PROPOSED DEVELOPMENT

The applicant proposed to redevelop the property in a manner consistent with the WPDZ Standards as well as VRAP requirements. The development program includes the following components:

1.9.1 ONSITE

The development involves a cooperative effort between the existing property owners and the applicant to complete remedial actions on the site to address recognized environmental conditions. These actions may include excavation and removal, capping or other remedies.

In addition to the remedial activities, the development program includes phased development of boat maintenance facilities and future ancillary marine related uses. Phase 1 and future Master Plan development activities are summarized as follows:

Phase 1 – Will Include:

- Site clearing, stabilization and general clean-up.
- Construction of a 19,200 SF tension fabric building for storage and boat maintenance operations. (See building images in Attachment C).
- Construction of concrete boat ramps along shorefront. One at the east end of the site and the second towards the west.
- Establishment of yard areas and surfaces for heavy equipment travel lift trucks, and boat storage repair. (Repair and maintenance often takes place outside, particularly if the vessel is large and does not fit into a building. Boats that are out of the water for the winter season all need to have work done on them to prepare them for re-launching.)
- Installation of utilities for initial building use as well as future phase activities.
- Rehabilitation of former pier pilings for use as part of a new dock system along the waterfront. Custom Floating docks are proposed to tie into the existing system of pilings and dolphins located along the waterfront.
- A 28' x 30' wood framed single story structure is proposed as an office space for a yacht brokerage operation. The building and display of vessels are proposed along the Commercial Street frontage. In accordance with Section 14-320(1)(a) the yacht brokerage is considered a permitted conditional use.
- The location of a 1,500 ton dry dock.

- A travel lift basin to be constructed of sheet piling within the westerly shoreline. The travel lift basin will allow larger vessels to be removed from the water for repairs and maintenance.

Future Development – May Include:

- Construction of a 11,200 SF tension fabric building for boat repair operations including painting and fiberglass work.
- Construction of a 21,000 SF metal framed structure that will include more boat repair space, operations areas and administrative support area. The intent is to have building linkage between the Phase 1 tension fabric building and the Future Phase operations building, thus allowing ease of access for employees, etc. and improving efficiency and work planning. These Future Phase structures also reflect the relocation of these business functions from their current location at 58 Fore Street.
- Continued expansion of the yard area and surface for boat storage and repair.
- Construction of ancillary systems including boat wash areas with water recycling systems, peripheral stormwater systems, landscaping and overall site stabilization
- The applicant is considering many unique design measures, including, but not limited to:
 - Roof water collection and recycling
 - Photovoltaic energy production
 - Boat wash collection and recycling systems
- Marine retail and warehouse space within up to 30,000 SF in one or two buildings located in the easterly Commercial Street frontage. The current Master Plan depicts two structures located each side of the existing 24" CSO sewer line.
- Construction of a parking area containing 80-90 parking spaces along the Commercial Street frontage just east of the existing NGL Propane entrance off Commercial Street.
- Marine related uses, including, but not limited to, seafood processing and storage within one or more structures to be located on the site's far westerly side.
- Large vessel berthing alongside and within the rehabilitated pier area on the westerly end.

It is the applicant's intent to show these future activities on the project Master Plan; however, Site Plan and Conditional Use approvals are only being sought for the Phase 1 activities. It is understood that additional approvals will be required for those future phase activities. To better visualize the development activities with respect to various viewsheds, TFH Architects has prepared a computer simulation model of the site. A few select images accompany this submission in Attachment D. A full simulation presentation will be provided at the workshop meeting.

1.9.2 OFFSITE

Site access is proposed via Commercial Street as well as from the Fore River. A primary site entrance is proposed at the site's far easterly frontage. This entrance will be shared with the MDOT for their occasional access to a maintenance building. This primary access is proposed during Phase 1 development.

The Development Team understands that the City of Portland is currently considering the installation of a traffic signal at the intersection of Beach Street and Commercial Street. If installed, this signal will also benefit the existing NGL Propane driveway, which is to continue in use into the future. This gate is a security gate and not open to the public. Boat yard use of the existing NGL Propane driveway is currently undetermined, as it is necessary for the applicant's traffic consultants (Gorrill-Palmer Consulting Engineers) to review and coordinate with City representatives regarding the specifics of the proposed traffic signal installation.

Future site access is also contemplated from a driveway to be placed at the far westerly Commercial Street frontage, generally opposite the Star Light Match Co. building complex. Again, placement of this driveway requires coordination with the City's plans for the Beach Street signal. Finally, the applicant is interested in an entrance off Commercial Street, slightly east of the Beach Street intersection. This entrance would be primarily used for the future marine retail/warehouse in a manner to provide separation of these patrons from the operations of the boat yard, and off hour security.

1.10 LAND ORDINANCE REVIEW

1.10.1 OVERVIEW

The property currently lies within the City of Portland Waterfront Port Development Zone (WPDZ). Within the WPDZ district the following uses are permitted or conditioned:

Permitted Uses

- Marine repair services and machine shops
- Tug boat, fire boat, pilot boat and similar services
- Boat repair yard

Conditional Uses

- Marine products, wholesaling and retailing
- Boat storage facilities excluding rack storage
- Seafood processing
- Seafood packing and packaging
- Off-street parking lots, excluding parking structures

The following dimensional requirements apply in the WPDZ District:

Dimensional Standard	Requirement
Minimum Lot Size	None
Minimum Frontage	None
Front Yard Setback	None

Dimensional Standard	Requirement
Side Yard Setback	None
Rear Yard Setback	None
Setback from Pier Line	5 feet for structures
Maximum Lot Coverage	100%
Maximum Building Height	45 feet/65 feet above mean sea level

In accordance with Section 14-318.5 (no adverse impact on marine uses) the following statements support the project intentions:

- *Criteria 1 – The proposed nonwater-dependent use will not displace an existing water-dependent use.*

Supporting Evidence: In fact the proposed project is a water dependent use and it is not displacing any existing water related use.

- *Criteria 2 – The proposed use will not reduce existing commercial vessel berthing spaces.*

Supporting Evidence: In fact the project includes measures to improve and increase commercial vessel berthing space as the project activities contemplate pier rehabilitation and the installation of berthing spaces for vessels including tug boats or similar sized vessels.

- *Criteria 3 – The proposed nonwater-dependent use, structure or activities, including but not limited to access, circulation, parking, dumpsters, exterior storage or loading facilities, and other structures, will unreasonably interfere with the activities and operation of existing water-dependent uses or significantly impede access to vessel berthing or other access to the water by water-dependent uses.*

Supporting Evidence: The proposed uses are water-dependent and do not interfere with any existing water dependent uses or activities on the site.

- *Criteria 4 – The siting of a proposed nonwater-dependent use will substantially reduce or inhibit existing public access to marine or tidal waters.*

Supporting Evidence: The project is not nonwater-dependent and it will not reduce or inhibit existing public access to marine or tidal waters. It is expected that waterfront access will be improved as a result of the installation of a proposed boat ramp(s) and floating dock facilities.

1.10.2 SHORELAND ZONING

The site is located within the 250' Shoreland Zone that extends from the High Annual Tide Line. The City of Portland adopted Shoreland Zoning provisions on August 15, 2011 which have later been amended by the MeDEP under Department Order #56-2011 which states as its primary condition:

1. Chapter 14, Article III, §14-449(c)(2), shall be amended in its entirety to read as follows:

“The clearing or removal of vegetation standards of this section shall not apply to the following zones: EWP, WCZ, WPD, WSU, B-3, B-5 (see below), B-5b, B-6, B-7, I-L (south and east of I-295) and I-M zones (south and east of I-295), except that the following standards do apply to these zones:

- a. *Within a strip extending 75 feet inland from the normal high-water line, there shall be no cleared opening or openings, except for approved construction, and a well-distributed stand of vegetation shall be retained.*
- b. *Selective cutting of no more than 40% of the trees 4.5 inches or more in diameter, measured at 4 ½ feet above ground level, is allowed in any 10-year period, as long as well-distributed stand of trees and other natural vegetation remains.*

Additionally, the clearing of vegetation standards of §14-449(c) apply to the portion of the B-5 Zone that includes the following parcels of land (map/lot): 200/E001, 201/A001, 200/D008.”

The applicant is currently reviewing these requirements with Department officials as we contemplate actions necessary under the VRAP requirements as well as other related site activities. The applicant has requested the MeDEP’s consideration that the terms of the Shoreland Zoning Act allow for construction of a structure (“Anything built for support... of goods or property of any kind.”) within the Shoreland Zone and that this approved construction supersedes the tree clearing restriction.

1.11 TRAFFIC

The proposed project will not result in significant impacts to the surrounding street system. The project’s Phase 1 and Phase 2 conditions will result in fewer than 100 new peak hour trips. Gorrill-Palmer Consulting Engineers have completed a preliminary analysis of traffic conditions and their findings will be forwarded under separate cover. The applicant will work with City representatives regarding the Beach Street/Commercial Street traffic signal to better understand its impact on site access. At this time, a full Traffic Impact Study or Traffic Movement Permit is not contemplated.

1.12 NATURAL FEATURES

The development site does not contain any significant natural features including wetlands, vernal pools or other protected resources, except for the vegetation currently subject to Shoreland Zoning provisions. The site has been developed for a period greater than 150 years and there is generally no land area that hasn’t been disturbed or otherwise developed. DeLuca-Hoffman Associates, Inc. has contacted various resource agencies regarding the site’s potential to contain significant wildlife habitat, historic or archaeological resources. Findings from each of the agencies are contained in Section 4 of this application submission.

1.13 APPROVAL REQUIREMENTS

The following permits are anticipated:

- City of Portland Planning Board Level III Site Plan Approval
- City of Portland Building Permit(s)

- MeDEP Natural Resource Protection Act (NRPA)
- City of Portland Delegated Review of the Site Location of Development Act (SLDA)
- MeDEP Voluntary Response Action Program (VRAP)
- U.S. ACOE Water Quality Certification/Federal Channel Review
- State of Maine Submerged Lands Lease
- Harbor Commissioner's Review

1.14 ATTACHMENTS

Attachment A – Existing Site Photographs

Attachment B – Figures 1-11

Attachment C – Building Elevations/Floor Plans and Tension Fabric Building Details/
Model Simulations

ATTACHMENT A

Existing Site Photographs



PHOTO 1 – Easterly Shorefront



PHOTO 2 – PanAm Property

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 03-22-12 by Steve Bushey, P.E.**



PHOTO 3 – Existing Granite Revetment

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 03-22-12 by Steve Bushey, P.E.**



PHOTO 1 – Dilapidated Pier Remains



PHOTO 2 – Easterly End Pier

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-20-12 by Steve Bushey, P.E.**



PHOTO 3 – Dilapidated Pier



PHOTO 4 – Riprap Stabilized Shorefront – Unutil Parcel

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-20-12 by Steve Bushey, P.E.**



PHOTO 1 – View from the North



PHOTO 2 – View from Bridge Onramp

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-24-12 by Steve Bushey, P.E.**



PHOTO 3 – Existing Gas Tanks



PHOTO 4 – View from Casco Bay Bridge

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-24-12 by Steve Bushey, P.E.**



PHOTO 5 – View from Casco Bay Bridge

DH

DeLUCA-HOFFMAN ASSOCIATES,
INC.
CONSULTING ENGINEERS
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207-775-1121
FAX: 207-879-0896

**Existing Site Photographs
Canal Landing – Portland, Maine
Photos Taken 07-24-12 by Steve Bushey, P.E.**

ATTACHMENT B

Figures 1-11



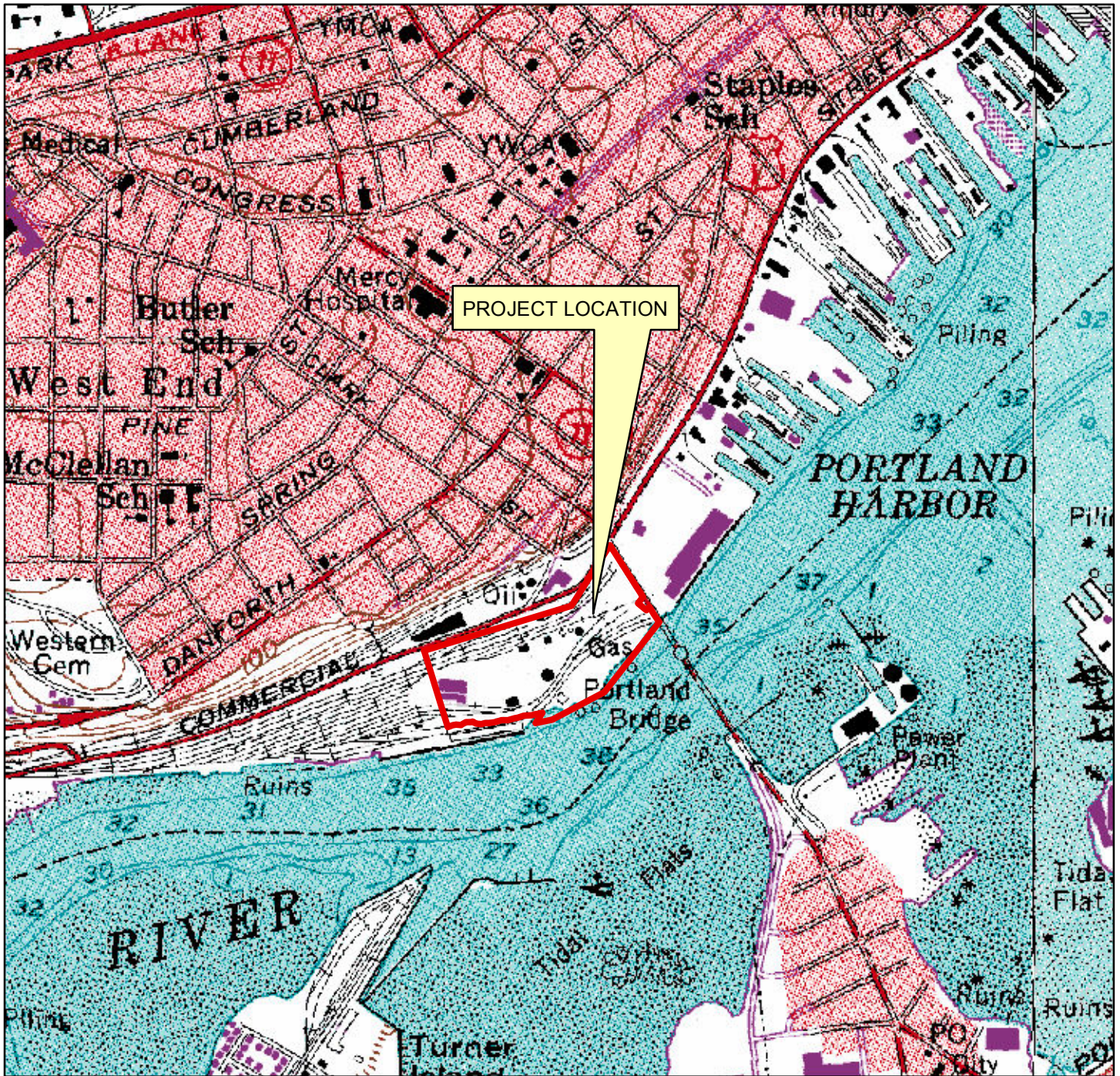
**LOCATION MAP
CANAL LANDING
PORTLAND, MAINE**

SOURCE: DELORME STREET ATLAS USA 5.0 © 1997

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: BEK
CHECKED: SRB
DATE: JULY 2012
FILENAME: LOCMAP.DWG
SCALE: 1" = 1000'

FIGURE
1



USGS LOCATION MAP
CANAL LANDING
PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - MAPS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-USGS
SCALE: 1 inch = 1,000 feet

FIGURE

2



**TAX MAP
CANAL LANDING
PORTLAND, MAINE**

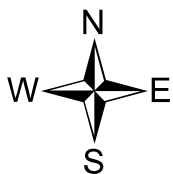
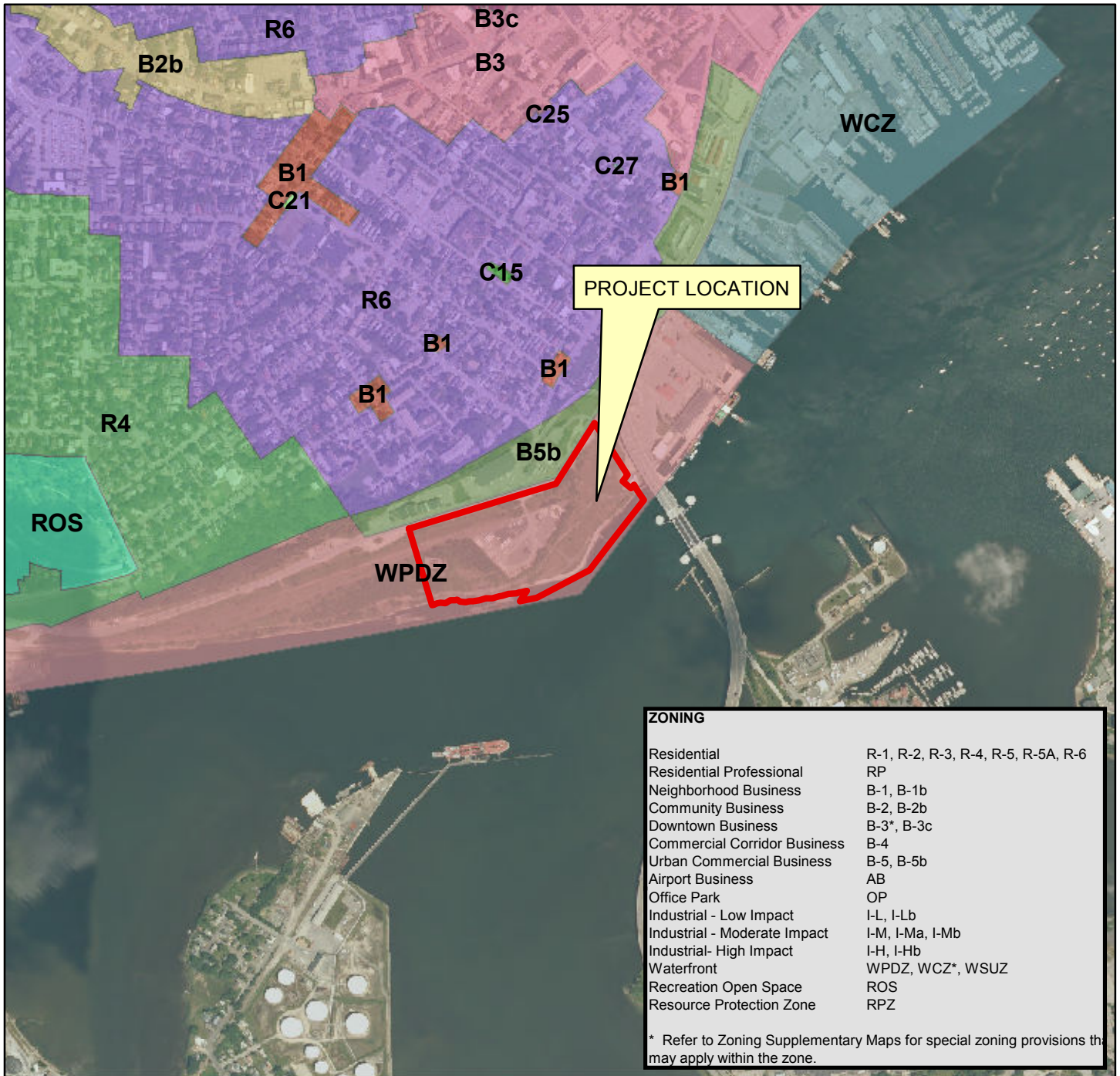
SOURCE: CITY OF PORTLAND

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-TAX MAP
SCALE: 1 inch = 1,000 feet

FIGURE

3



ZONING MAP CANAL LANDING PORTLAND, MAINE

SOURCE: CITY OF PORTLAND

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-ZONING
SCALE: 1 inch = 1,000 feet

FIGURE

4



**AERIAL PHOTOGRAPH
CANAL LANDING
PORTLAND, MAINE**

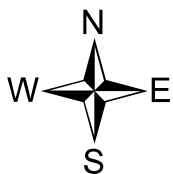
SOURCE: MAINE OFFICE OF GIS - MAPS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-AERIAL
SCALE: 1 inch = 1,000 feet

FIGURE

5



FLOOD MAP CANAL LANDING PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - FIRM LAYER

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207-775-1121
www.delucahoffman.com

DRAWN: DED
 CHECKED: SRB
 DATE: APRIL 2012
 FILENAME: 3091-FLOOD
 SCALE: 1 inch = 1,000 feet

FIGURE

7



SOILS MAP CANAL LANDING PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207-775-1121
www.delucahoffman.com

DRAWN: DED
 CHECKED: SRB
 DATE: APRIL 2012
 FILENAME: 3091-SOILS
 SCALE: 1 inch = 1,000 feet

FIGURE

8



**SAND AND GRAVEL AQUIFER MAP
CANAL LANDING
PORTLAND, MAINE**

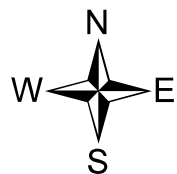
SOURCE: MAINE OFFICE OF GIS

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
CHECKED: SRB
DATE: APRIL 2012
FILENAME: 3091-AQUIFER
SCALE: 1 inch = 1,000 feet

FIGURE

9



**SURFICIAL GEOLOGY MAP
CANAL LANDING
PORTLAND, MAINE**

SOURCE: MAINE OFFICE OF GIS - SURF LAYER

DeLuca-Hoffman Associates, Inc.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, ME 04106
207-775-1121
www.delucahoffman.com

DRAWN: DED
 CHECKED: SRB
 DATE: APRIL 2012
 FILENAME: 3091-GEOLOGY
 SCALE: 1 inch = 1,000 feet

FIGURE
10



NWI MAP CANAL LANDING PORTLAND, MAINE

SOURCE: MAINE OFFICE OF GIS - NWI LAYER

DeLuca-Hoffman Associates, Inc.
 778 MAIN STREET, SUITE 8
 SOUTH PORTLAND, ME 04106
 207-775-1121
www.delucahoffman.com

DRAWN: DED
 CHECKED: SRB
 DATE: APRIL 2012
 FILENAME: 3091-NWI
 SCALE: 1 inch = 1,000 feet

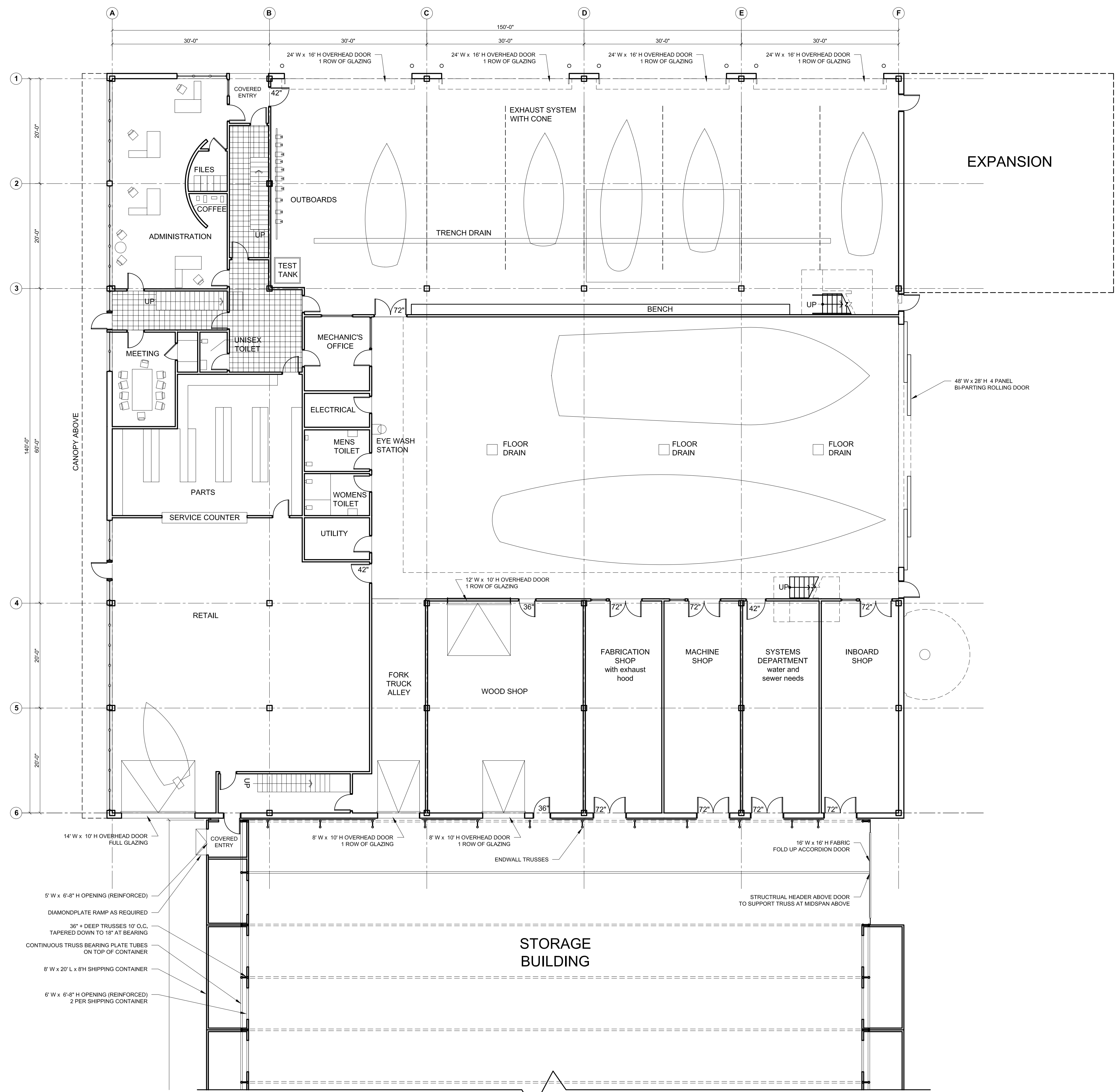
FIGURE

11

ATTACHMENT C

**Building Elevations/Floor Plan and
Tension Fabric Building Details/Model Simulations**

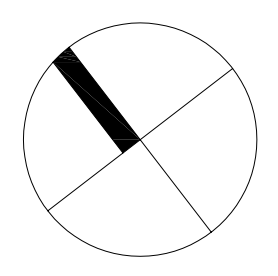
FUTURE RETAIL



EXPANSION

CANOPY ABOVE

48' W x 28' H 4 PANEL BI-PARTING ROLLING DOOR



- 14' W x 10' H OVERHEAD DOOR FULL GLAZING
- COVERED ENTRY
- 5' W x 6'-8" H OPENING (REINFORCED)
- DIAMONDPLATE RAMP AS REQUIRED
- 36" + DEEP TRUSSES 10' O.C. TAPERED DOWN TO 18" AT BEARING
- CONTINUOUS TRUSS BEARING PLATE TUBES ON TOP OF CONTAINER
- 8' W x 20' L x 8'H SHIPPING CONTAINER
- 6' W x 6'-8" H OPENING (REINFORCED) 2 PER SHIPPING CONTAINER
- 8' W x 10' H OVERHEAD DOOR 1 ROW OF GLAZING
- 8' W x 10' H OVERHEAD DOOR 1 ROW OF GLAZING
- ENDWALL TRUSSES
- 16' W x 16' H FABRIC FOLD UP ACCORDION DOOR
- STRUCTURAL HEADER ABOVE DOOR TO SUPPORT TRUSSES AT MIDSPAN ABOVE

Portland Yacht Services Canal Landing

DRAFT
NOT FOR CONSTRUCTION

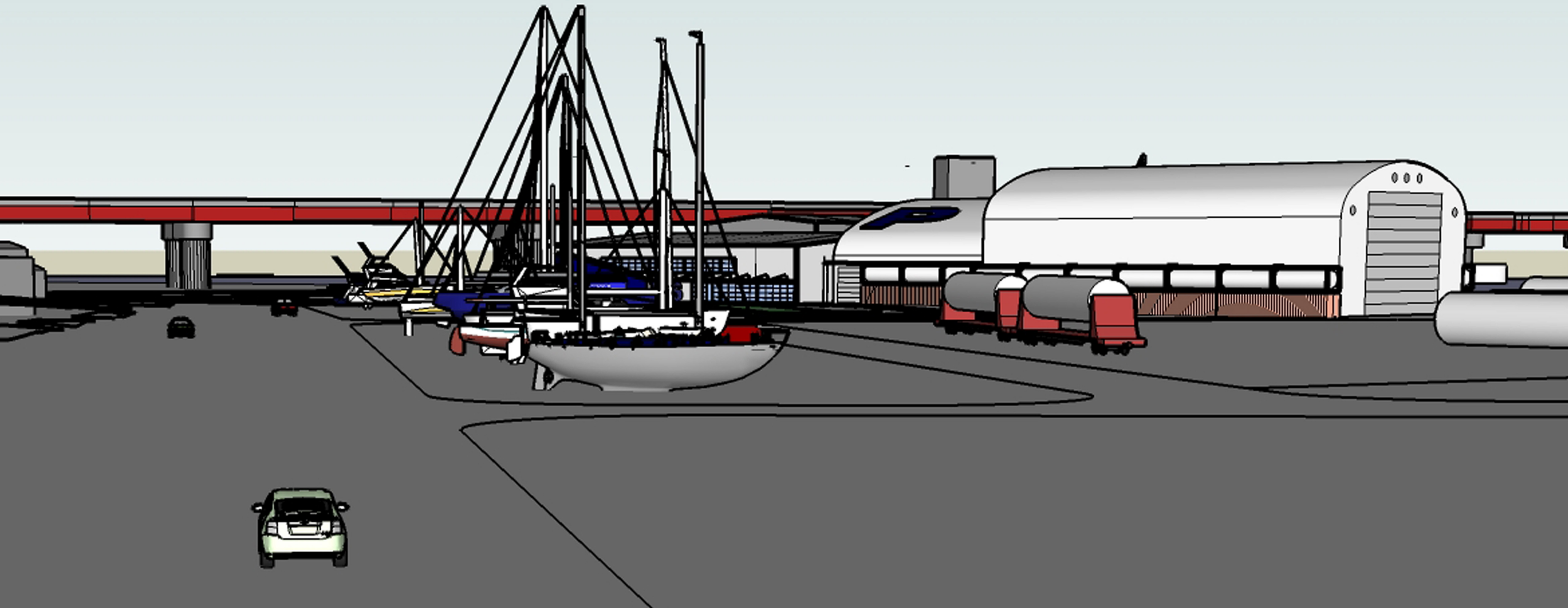
FIRST FLOOR -
BUILDING 2
SCALE: 1/8"=1'-0"

31 JULY 2012
TFH Project #1208

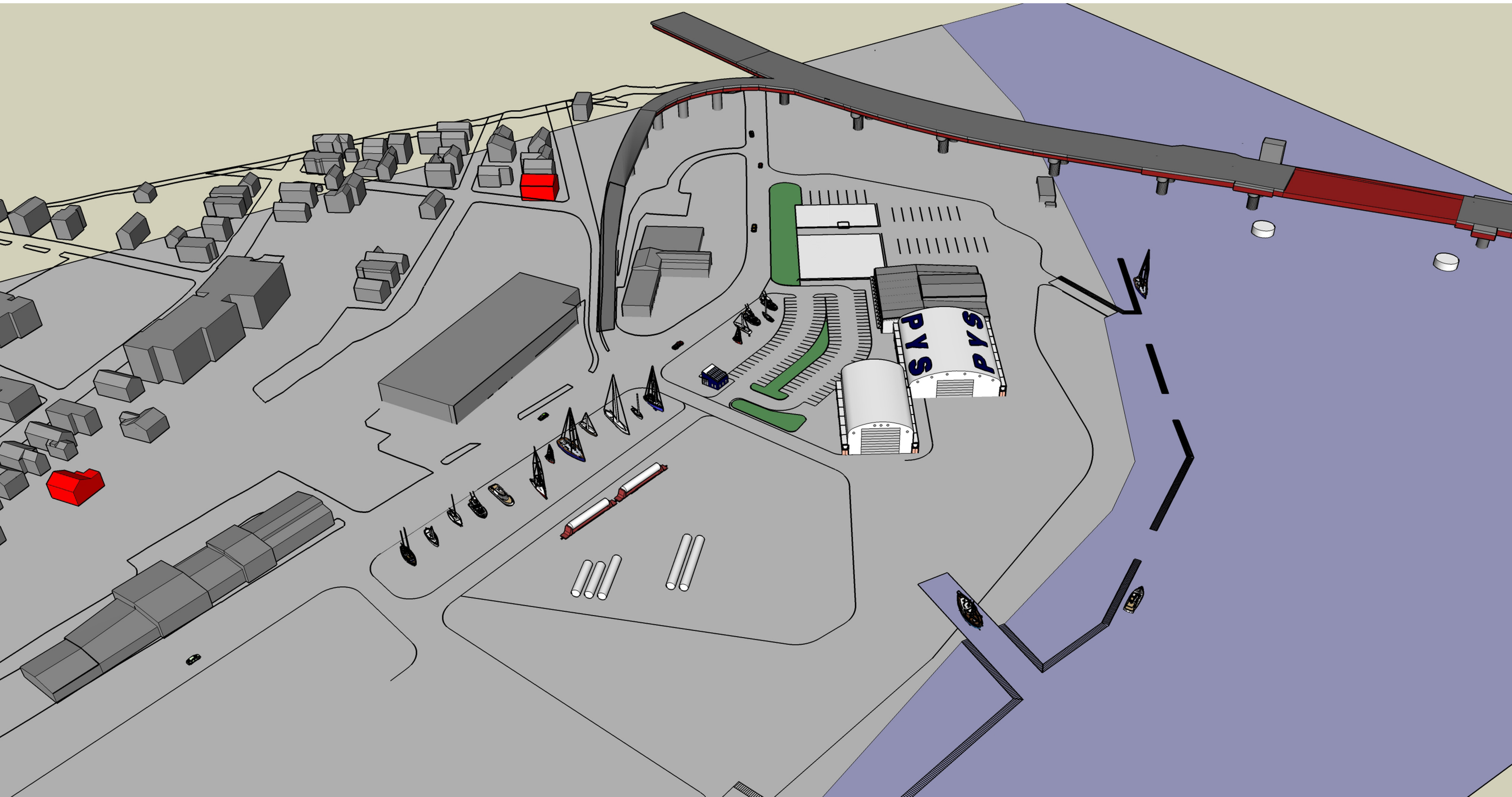


PORTLAND YACHT SERVICES AT CANAL LANDING

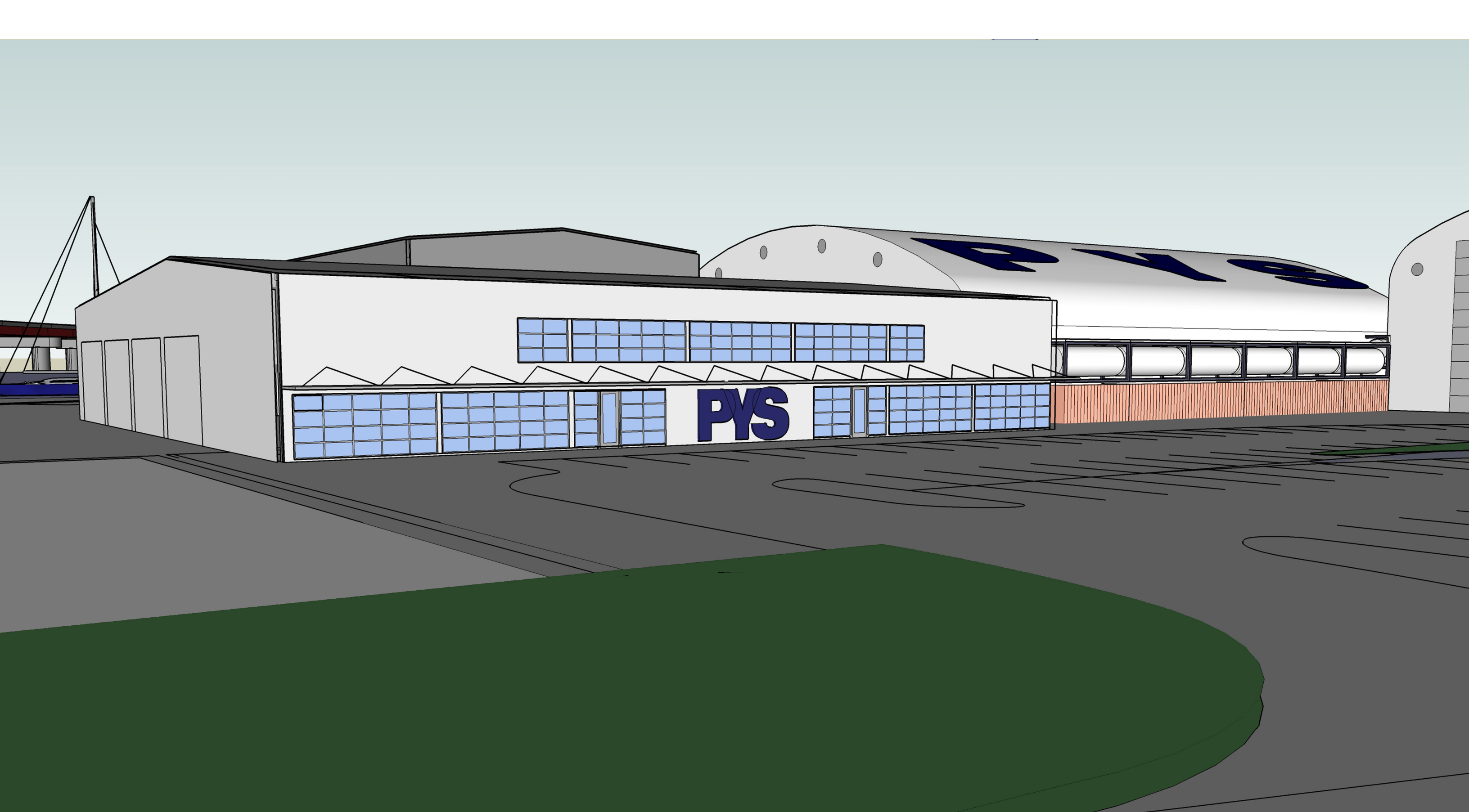
JULY 9, 2012



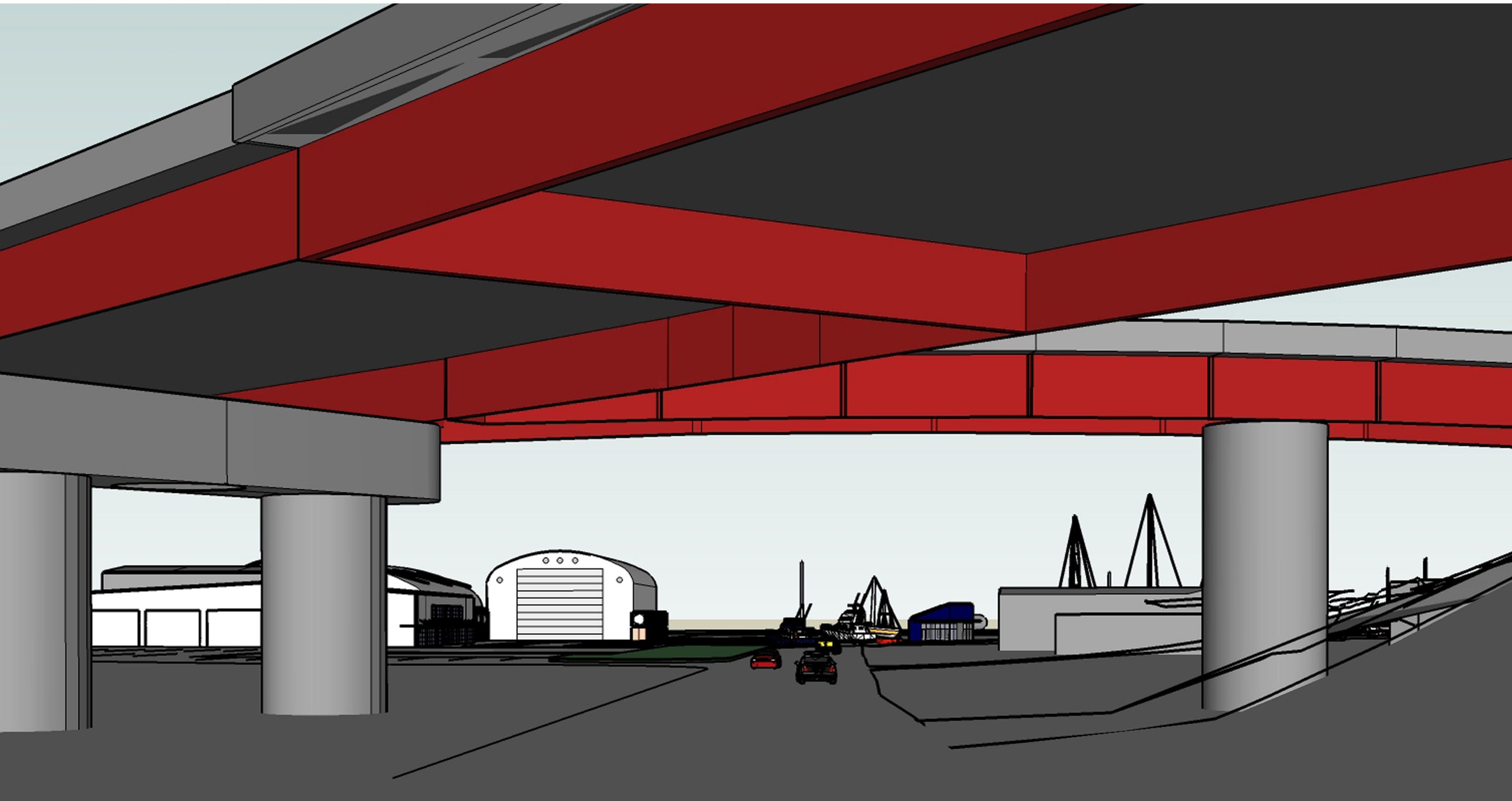
VIEW LOOKING EAST ON COMMERCIAL STREET



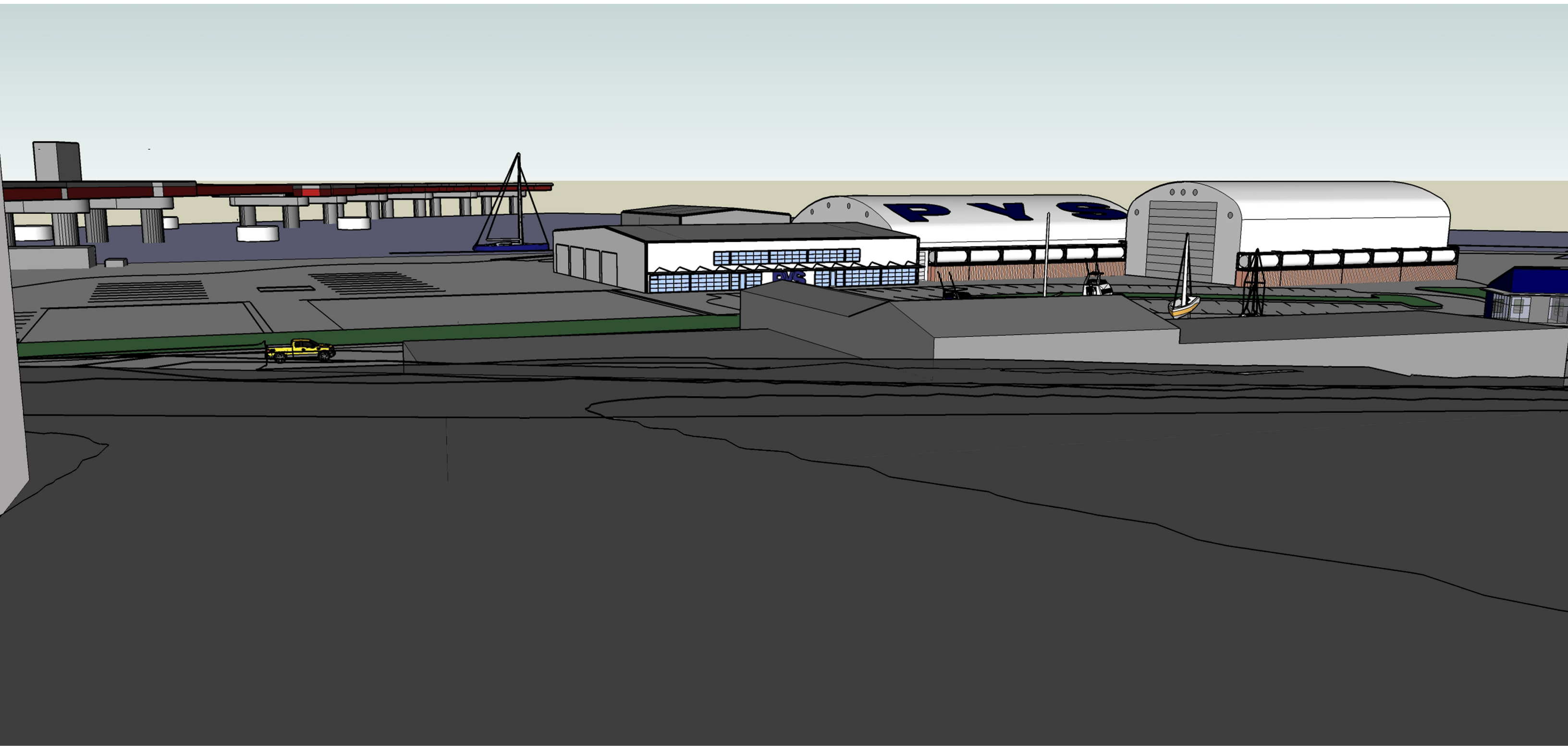
BIRDS-EYE VIEW LOOKING NORTHEAST



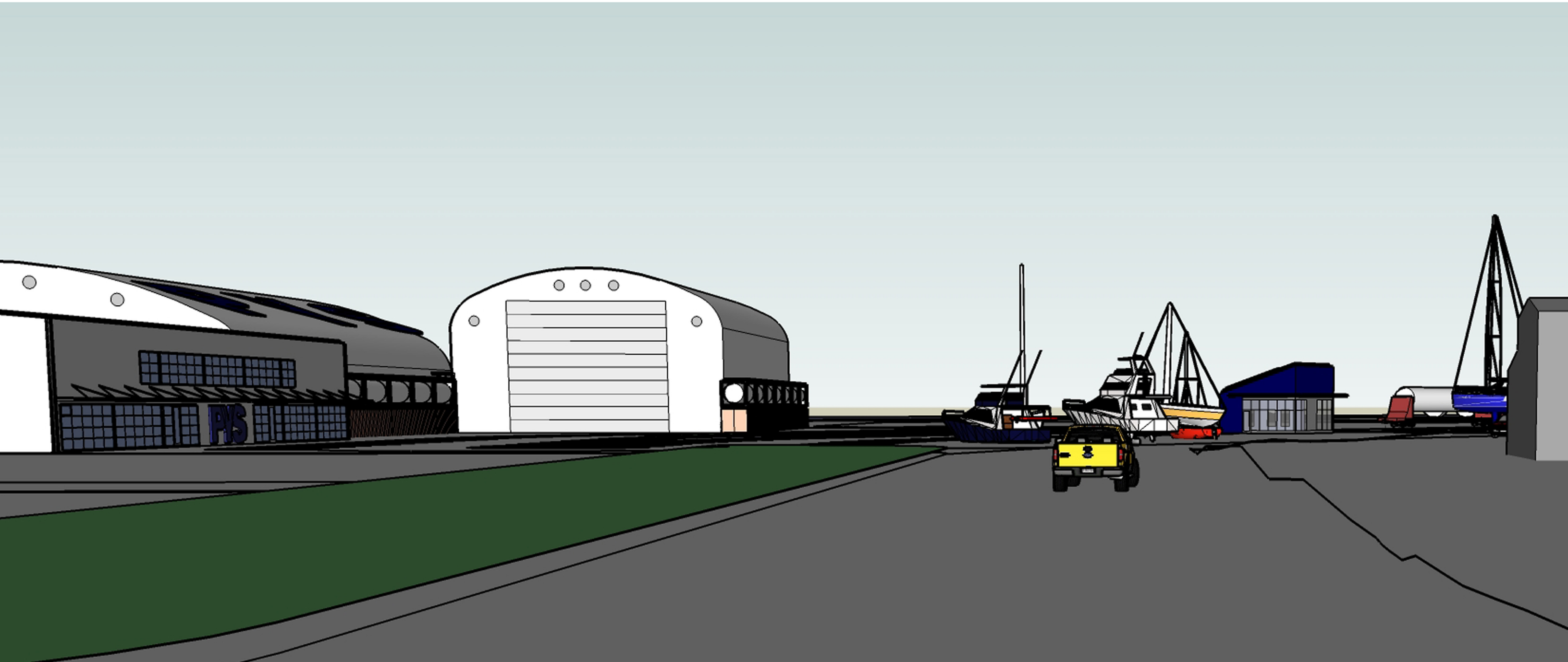
OPERATIONS BUILDING LOOKING FROM COMMERCIAL STREET



VIEW LOOKING WEST ON COMMERCIAL STREET



VIEW LOOKING SOUTH FROM THE CORNER OF CLARK AND YORK STREETS



VIEW LOOKING WEST ON COMMERCIAL STREET



CANAL LANDING

40 WEST COMMERCIAL STREET, PORTLAND, MAINE

PROJECT TEAM

Deluca-Hoffman

Civil Engineers

Steve Bushey Rob Woodman

Barney Baker Assoc.

Structural Engineer

Barney Baker

Crederre Associates

Environmental

Jedd Steinglass Rip Patten Judd Newcomb

Gagnon Engineering

Marine Engineer

Roger Gagnon

S.W. Cole

Geotechnical

Tim Boyce

TFH Architects

Architecture

Scott Teas Ryan Senatore Dennis Morelli

Owen Haskell, Inc

Survey

John Swan

Mohr, Seredin

Landscape Architects

Steven Mohr Shelly Brunelle

Gorrill Palmer

Traffic Study

Tom Gorrill

Murray, Plumb & Murray

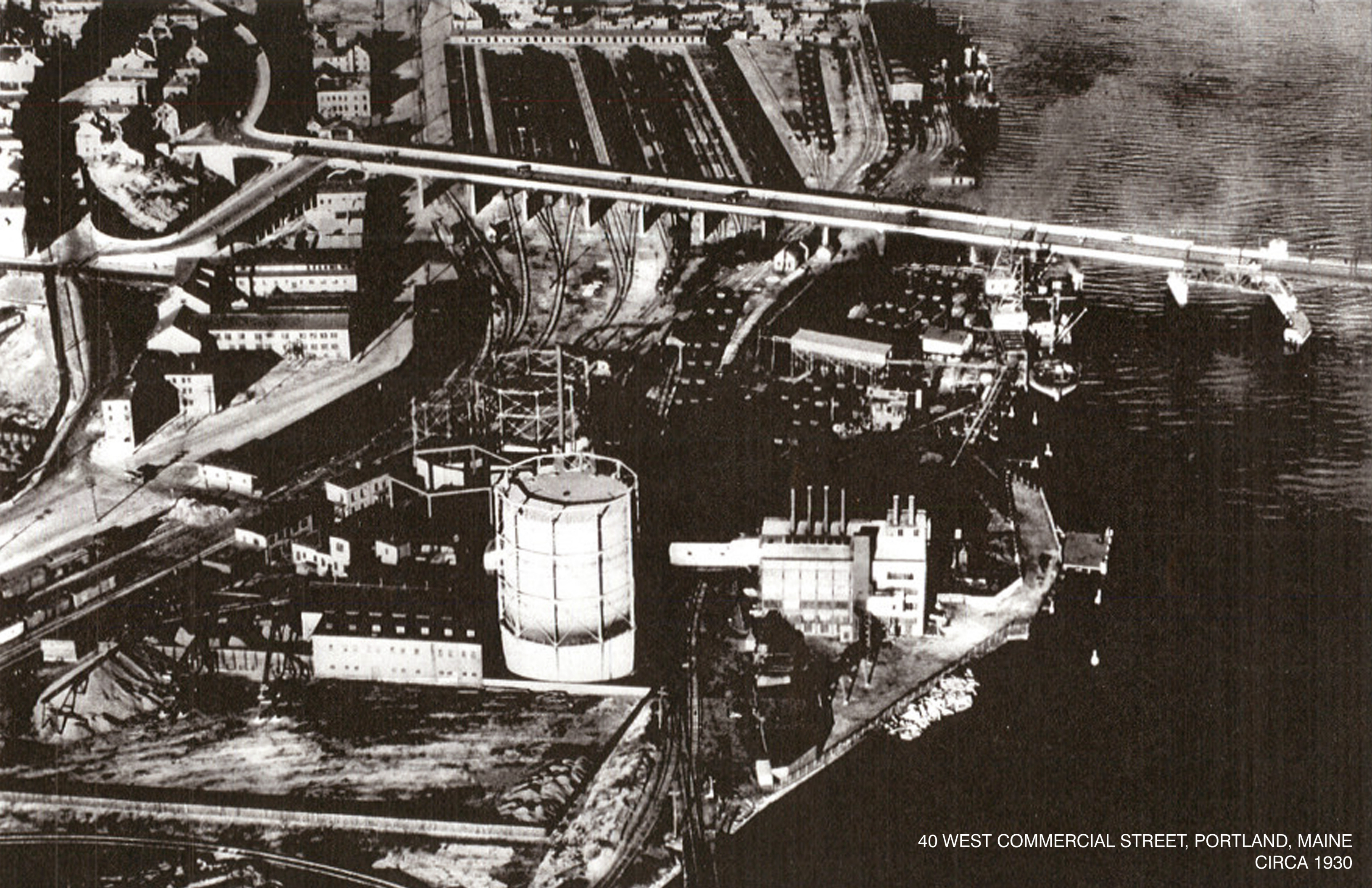
Of Counsel

Peter S. Plumb

Cianbro

Capt. Bill Van Voorhis Tharryn Smith

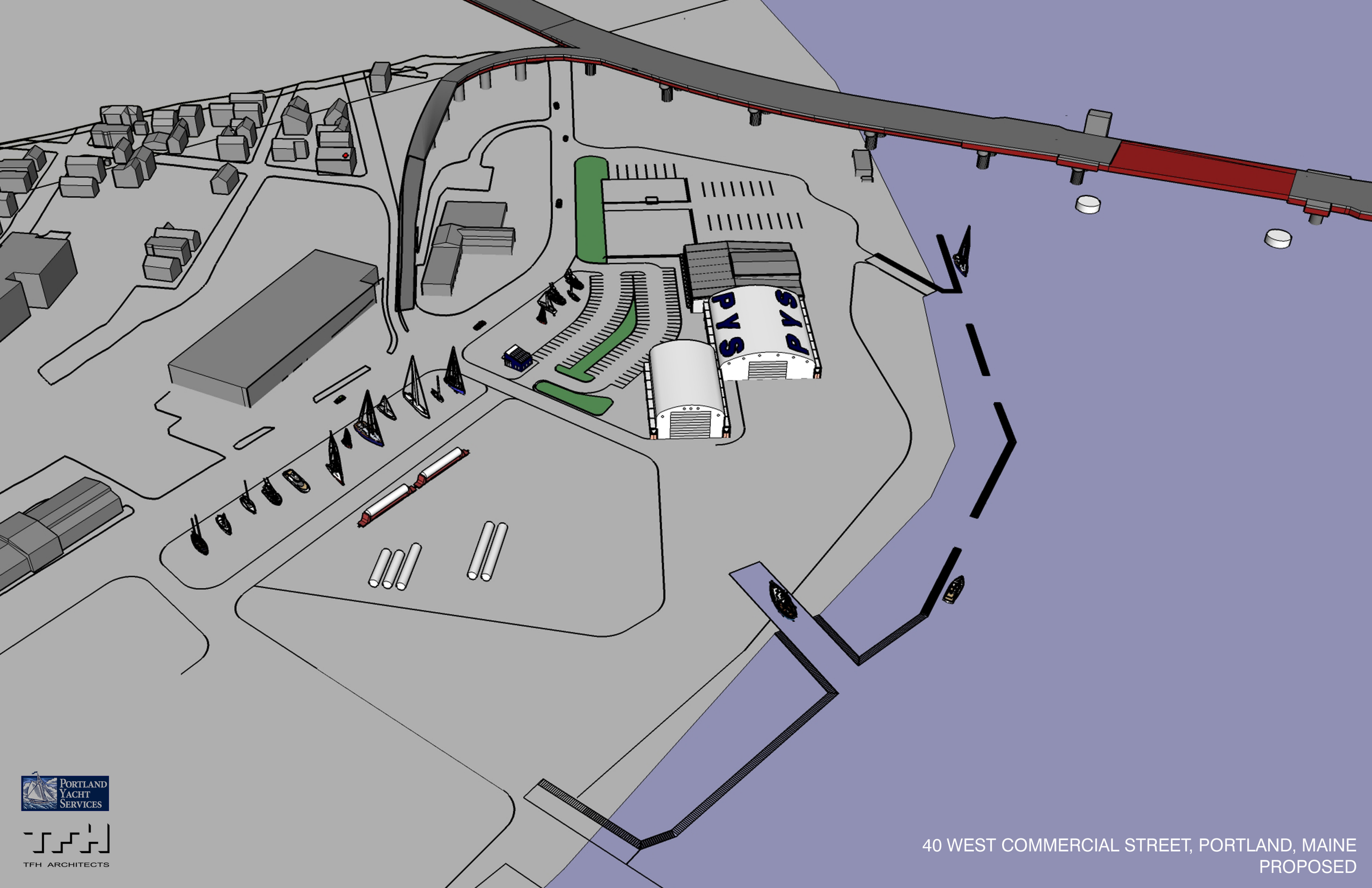
PYS Crew



40 WEST COMMERCIAL STREET, PORTLAND, MAINE
CIRCA 1930



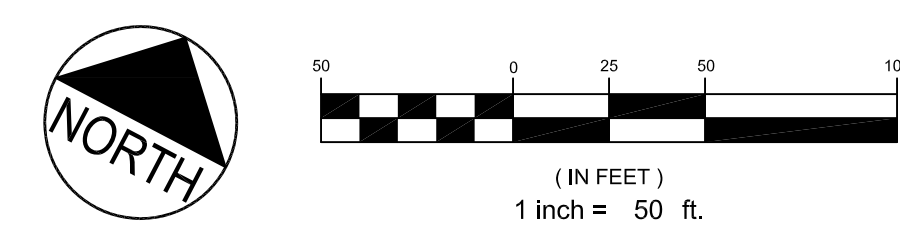
40 WEST COMMERCIAL STREET, PORTLAND, MAINE
CIRCA 2011



40 WEST COMMERCIAL STREET, PORTLAND, MAINE
PROPOSED



PRELIMINARY - NOT FOR CONSTRUCTION



PROJECT		CANAL LANDING	
SHEET TITLE		CONCEPTUAL LAYOUT 8 MASTER PLAN	
CLIENT		NEW YARD LLC 58 FORE STREET PORTLAND, ME 04101	
DRAWN: DED		DATE: APR 2012	
CHECKED: SRB		SCALE: 1" = 50'	
FILE NAME: 3091-CONCEPT8		JOB NO. 3091	
SHEET		1	

R:\3091\Cadd\Concept Set\dwg\3091-CONCEPT8.dwg, MASTER PLAN, 7/6/2012 3:29:38 PM, cwintermute

MARINE & TRAVELIFT







2. TECHNICAL AND FINANCIAL CAPACITY

2.0 TITLE, RIGHT AND INTEREST

The applicant currently has a Purchase and Sale Agreement with Portland Terminal Company to purchase property as evidenced by the agreement contained in Attachment A to this section. The applicant also has a Lease Option Agreement with Northern Utilities, Inc. (dba Unitil) for a period of 50 years as evidenced by the documents contained in Attachment B to this section.

2.1 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Mr. Phineas Sprague, Jr. as Project Developer and Mr. Robert Flight, Representative of the Owner.

The Team services will be provided by the following companies and their respective team leaders.

2.2 CONSULTANT TEAM

<i>Civil Engineer</i>	Stephen R. Bushey, P.E. DeLuca-Hoffman Associates, Inc. 778 Main Street, Suite 8 South Portland, ME 04106 (207) 775-1121 – Work (207) 879-0896 – Fax (207) 756-9359 – Cell sbushey@delucahoffman.com
<i>Surveyor</i>	John Swan Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, ME 04105 (207) 774-0424 – Work (207) 774-0511 – Fax jswan@owenhaskell.com
<i>Architect</i>	Ryan Senatore TFH Architects 80 Middle Street, 2 nd Floor Portland, ME 04101 (207) 775-6141 – Work (207) 773-0194 – Fax RJS@TFHArchitects.com
<i>Attorney</i>	Peter Plumb Murray Plumb & Murray 75 Pearl Street Portland, ME 04104 (207) 773-5651 – Work (207) 773-8023 – Fax pplumb@mpmlaw.com

<i>Landscape Architect</i>	Shelley Brunelle Mohr & Seredin 18 Pleasant Street Portland, ME 04101 (207) 871-0003 – Work (207) 871-1419 – Fax sbrunelle@mohrseredin.com
<i>Geotechnical</i>	Tim Boyce S. W. Cole Engineering 286 Portland Road Gray, ME 04039 (207) 657-2866 – Work (207)657-2840 TBoyce@SWCole.com
<i>Environmental</i>	Rip Patten Crede Associates, LLC 776 Main Street Westbrook, ME 04092 (207) 828-1272 – Work (207) 887-1051 – Fax rpatten@crederelc.com
<i>Structural Engineering</i>	Roger Gagnon Gagnon Engineering 10 Solomon Drive Gorham, ME 04038 (207) 839-8085 – Work roger@gagnonengineering.com
<i>Traffic Engineering</i>	Thomas Gorrill Gorrill-Palmer Consulting Engineers, Inc. 15 Shaker Road Gray, ME 04039 (207) 657-6910 – Work (207) 657-6912 – Fax tgorrill@gorrillpalmer.com

2.3 EXPERIENCE OF PROJECT TEAM

The team of consultants retained by developer has expertise and experience in the design of similar commercial projects. Resumes of key personnel for development team can be provided upon request.

The applicant also has significant experience in the development and management of large commercial projects having managed Portland Yacht Services at 58 Fore Street for many years.

2.4 FINANCIAL CAPACITY

The applicant has the means at its disposal for financing the proposed Canal Landing New Yard project as evidenced by the accompanying letter from Norway Savings Bank contained in Attachment C. Ultimately, the developer has the capacity to complete the project and will provide additional information as part of the Final Plan submission.

2.5 CONSTRUCTION COST ESTIMATE

A breakdown of the preliminary project cost for Phase 1 includes the following:

- Phase I Site work \$300,000 to \$500,000 includes demolition
- Structures <\$1 million

These values are considered preliminary and approximate and are subject to change as building design and project layout is refined.

2.6 ATTACHMENTS

Attachment A – Purchase and Sale Agreement with Portland Terminal Company

Attachment B – Lease Option Agreement with Northern Utilities, Inc.

Attachment C – Letter from Norway Savings Bank

ATTACHMENT A

**Purchase and Sale Agreement with
Portland Terminal Company**

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this 15th day of February, 2012 by and between the PORTLAND TERMINAL COMPANY, a Delaware corporation with a place of business at 1700 Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Portland Terminal Company
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Darlene Ligor, Assistant to the Vice President - Real Estate

Send a copy of any notice to:

Portland Terminal Company
c/o Pan AM Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Roland L. Theriault, Vice President - Real Estate

(b) **BUYER:**

New Yard, LLC
ATTN: Phineas Sprague, Jr., President
58 Fore Street
Portland, ME 04101

Send a copy of any notice to:

Murray, Plumb and Murray
Attention: Peter S. Plumb, Esq.
75 Pearl Street # 300
Portland, ME. 04101

(c) **PREMISES:**

Parcel 1: A certain parcel of land shown as Parcel 1 consisting of approximately 10.8 ± acres of land located in Portland, County of Cumberland, State of Maine, as more particularly shown on a sketch attached to this agreement and marked "Exhibit A", together with all rights, privileges, easements and appurtenances thereto, including without limitation, all existing docks, all air rights, water rights, rights-of-way or other interests in, on, under or to any land, highway, alley, street or rights-of-way abutting or adjoining said parcel.

Parcel 2: Option to Buy a certain parcel of land shown as Parcel 2 consisting of approximately 3.8± acres of land located Portland, County of Cumberland, State of Maine, as more particularly shown on a sketch attached to this agreement and marked "Exhibit A", under the same closing date, purchase price, terms and conditions of this Agreement.

(d) **PURCHASE PRICE:**

The agreed purchase price is [REDACTED] each and every square foot contained in said premises as shown on plan referred to in paragraph 4(a).

(e) **DEPOSIT:**

[REDACTED]

(f) **CLOSING DATE:**

September 28, 2012.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

- (i) Exhibit "A": A plan of the Premises entitled: Portland Terminal Company, Office of the Vice President- Engineering, Land Sale Plan, Portland, ME, Line Yard 8, V.S 1-D, Map 2, MilePost: , Scale 1"=200' , Date: 12/30/11.

- (ii) Exhibit "B": Deed.
- (iii) Exhibit "C": Plan Specifications.
- (iv) Exhibit "D": Additional Provisions.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which: (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and

- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan.

The Buyer agrees to indemnify the Seller for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at the offices of Verril Dana, One Portland Square, Portland, Maine, at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including, but not limited to, 23 M.R.S.A. Section 7105. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the State of Maine or its designee exercise the option to purchase pursuant to 23 M.R.S.A. Section 7105 by accepting in

writing the offer tendered by the Railroad pursuant to 23 M.R.S.A. Section 7105 within "a reasonable amount of time" from the date the offer is made to the State, this Agreement becomes null and void, and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby agrees to indemnify, defend and hold the Seller, its successors, assigns, affiliates, officers, employees, agents, shareholders, and directors harmless from and against all loss, liability, damage, cost, and expense (including reasonable attorneys' fees and expenses) occasioned by any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of any pollutants regulated by law or of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601, et seq. or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property of any description, natural resources, and/or harm to persons alleged to have resulted from such release of such pollutants or oil or hazardous materials upon the Premises. This provision shall survive the delivery of the Deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that Information (hereinafter defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). Furthermore, in the event the Transaction does not take place, the Buyer warrants to the Seller that all Information has been paid for and is free of any and all liens, and that the Buyer, its officers, agents, employees, directors, shareholders and affiliates shall not disclose the Information to any person, entity or government. The Buyer acknowledges and agrees that the Seller may, in addition to all other remedies available to

it, obtain injunctive relief against the Buyer for any breach or threatened breach of the provisions of this paragraph.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld. Seller hereby consents to the Buyer assigning its interest hereunder to a single member limited liability company wholly owned by the Buyer.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

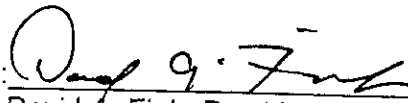
27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

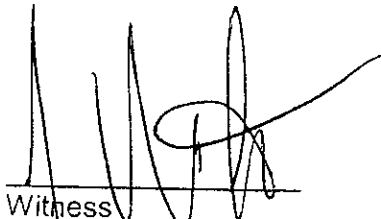
**SELLER:
PORTLAND TERMINAL COMPANY**

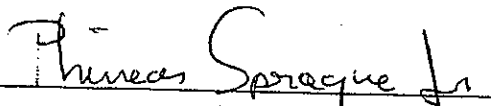

Witness

By: 
David A. Fink, President

Approved for execution
by the Portland Terminal Company.

**BUYER:
NEW YARD LLC**


Witness

By: 
THOMAS SPRAGUE JR
Print Name

TO FREIGHT MAIN LINE

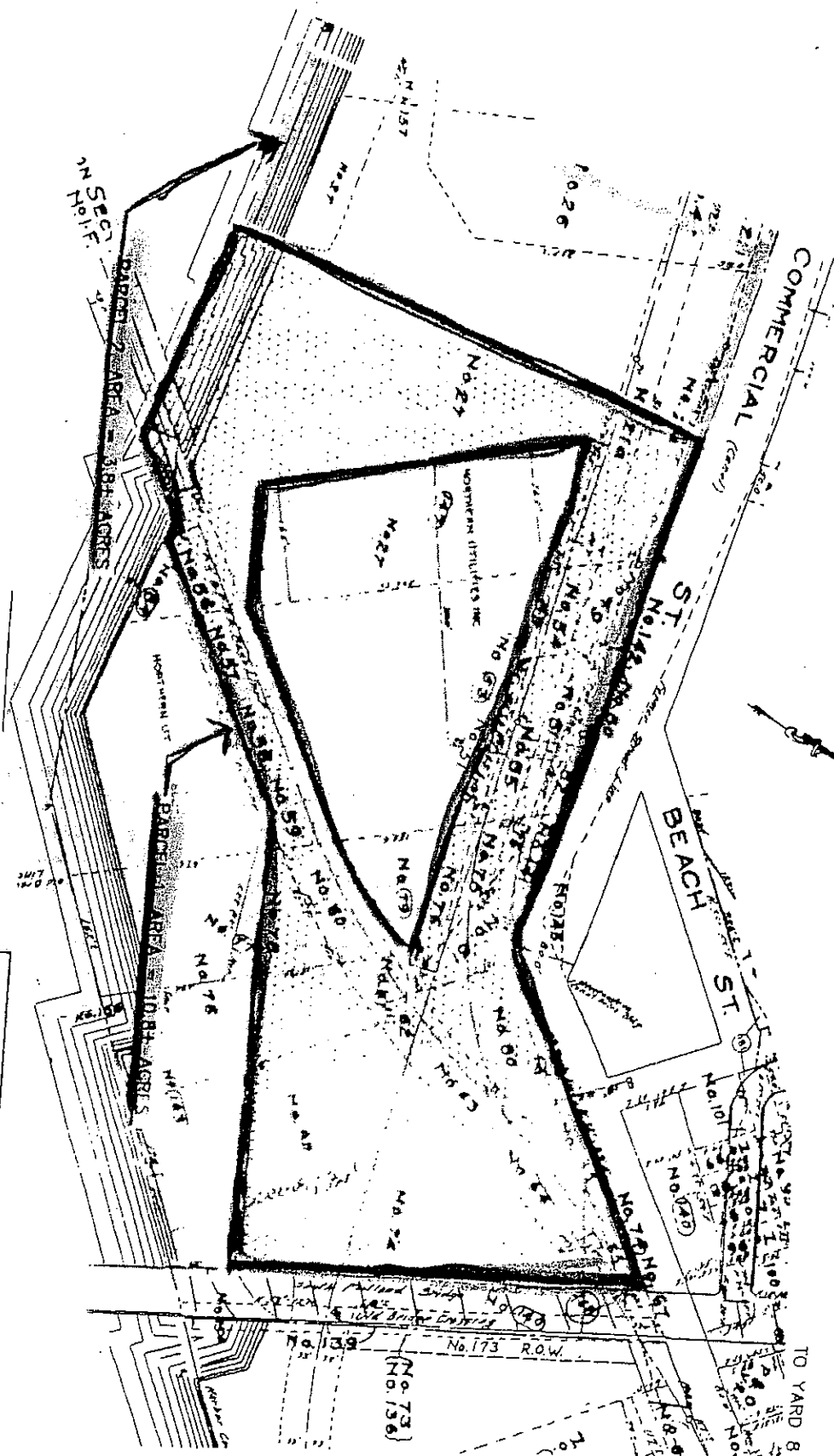


EXHIBIT "A"

PORTLAND TERMINAL COMPANY
 OFFICE OF THE VICE PRESIDENT - ENGINEERING
 LAND SALE PLAN
 PORTLAND, ME

LINE : YARD 8	MILEPOST :
V.S. 1-D MAP 2	DATE : 12/30/11
SCALE : 1" = 200'	
DRAWN BY : M.S.	CHECKED BY : M.T.M.
	APPROVED BY : R.L.T.

S#1576

PS

Exhibit "B"



RELEASE DEED

PORTLAND TERMINAL COMPANY, a corporation duly organized and existing under the laws of the State of Maine, with offices at 1700 Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of (\$) Dollars paid to it by with a mailing address of (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefore, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.~~
8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **PORTLAND TERMINAL COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case may be.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

DRAFT

IN WITNESS WHEREOF, the said **PORTLAND TERMINAL COMPANY** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this ____ day of _____, 2012.

GRANTOR:
PORTLAND TERMINAL COMPANY

DRAFT

Witness

By: _____
David A. Fink, President

GRANTEE:

Witness

By: _____ DRAFT

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____, 2012

On this ____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above-named David A. Fink, the President of the **PORTLAND TERMINAL COMPANY** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: DRAFT
My Commission Expires: T

STATE OF MAINE

_____, ss.

_____, 2012

On this ____ day of _____, 2012, before me, the undersigned notary public, personally appeared the above-named _____, of _____, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____
My Commission Expires: _____

EXHIBIT "C"

Two Pages

Engineering Department
Minimum Requirements for Deed Plans

- 1 Title Block shall be similar to the attached sample and located in the bottom right corner of plan.
- 2 Plan is to include metes and bounds, physical features, Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
- 3 Railroad file numbers (to be assigned) are to appear in the top right and bottom left corners of plan.
- 4 Registered Land Surveyor's seal and signature must appear on plan.
- 5 Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
- 6 Parcel distance from centerline of location of track must be indicated.
- 7 No reference to "Railroad" shall appear on plan. The term Portland Terminal Company shall be used.
- 8 Plan to include the map and parcel number of area to be conveyed.
- 9 Two (2) copies of proposed plans shall be submitted for review prior to sending original.
- 10 Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files.

All correspondence regarding the particulars of the plan should be addressed to:

Vernon C. MacPhee, Jr.
Land and Clearance Engineer
Portland Terminal Company
Iron Horse Park
North Billerica, MA 01862-1681
(978) 663-1144
FAX: (978) 663-1199

SAMPLE TITLE BLOCK

LAND IN

WHEREVER, ME

PORTLAND TERMINAL COMPANY

TO

WHATEVER CORPORATION CO. INC.

SCALE: 1" = 40'

DATE: January 2, 2008

EXHIBIT "D"

Additional Provisions

29. Buyer shall have until September 21, 2012 to obtain from the appropriate governmental authorities which may include, but shall not be limited to, state, local, county and federal agencies all governmental approvals, permits, variances and consents (collectively, the "Buyer Approvals") that Buyer deems necessary, in Buyer's sole discretion, or that any governmental authority having jurisdiction over the Premises' intended use of the Premises, including, without limitation, the following: zoning, subdivision, conditional use and special permit approvals, variances, Harbor Commission approval, conservation commission's issuance of Order of Conditions, City Council approval, site plan approval by the planning board, wetland permits, soil erosion permits, NPDES permit, storm water drainage, and other governmental approvals required for the intended use. Buyer shall not be deemed to have obtained all of the Buyer's Approvals unless all of the Buyer's Approvals have been issued in final, unconditional and unappealable form without an appeal having been filed and if an appeal has been filed, same has been adjudicated in favor of Buyer. If the Buyer Approvals are not granted by the September 21, 2012, then, Buyer shall have the option to either i) close on the acquisition of the Premises in accordance with the terms of this Agreement; ii) terminate this Agreement in which event this Agreement shall become null and void and the Seller shall retain ten (10%) percent of the Deposit with the balance of the Deposit being refunded to Buyer; or (iii) Buyer may elect to extend the Closing Date in accordance with Paragraph 30, below.

30. In the event that the Buyer has not received all Buyer Approvals, the Buyer shall have four (4) options to extend the Closing Date, with each such extension consisting of ninety (90) day intervals (the "Extension Period") as detailed below (the "Option to Extend"). In order to exercise each Option to Extend, the Buyer shall pay to the Seller an additional consideration of \$[REDACTED] and at least fifteen (15) days prior to either the original Closing Date or the termination of each Extended Period. The additional consideration(s) paid shall not be considered a deposit or credit, but considered an additional payment for the right to exercise each Option to Extend, and shall be non-refundable. In the event the Buyer exercises one or more Options to Extend, but does not receive the required Buyer Approvals during any or all of the Extension Periods, then Buyer may elect to terminate this Agreement in which case Seller shall retain ten (10%) percent of the Deposit and shall refund the balance of the Deposit to Buyer. The four (4) Options to Extend will be as follows:

1st Extension: If the Buyer agrees to pay an additional consideration of \$[REDACTED], the Closing Date shall be extended for ninety (90) days, to December 27, 2012. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on September 13, 2012 for the 1st extension to be in effect.

2nd Extension: If the Buyer agrees to pay an additional consideration of [REDACTED] Dollars, the Closing Date shall be extended for ninety (90) days, to March 27, 2013. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on December 12, 2012, for the 2nd extension to be in effect.

3rd Extension: If the Buyer agrees to pay an additional consideration of [REDACTED], the Closing Date shall be extended for ninety (90) days, to June 25, 2013. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on March 12, 2013 for the 3rd extension to be in effect.

4th Extension: If the Buyer agrees to pay an additional consideration [REDACTED] the Closing Date shall be extended for ninety (90) days, to September 23, 2013. The additional consideration is not considered a deposit or credit, is non-refundable, and is due and payable on June 10, 2013 for the 4th extension to be in effect.

31. Excepting from this conveyance any and all active tracks and track materials located within the limits of the subject parcel. Said conveyance is hereby made subject to the right of the Seller, its successors and assigns, to maintain said sections of active tracks and track material in their present location and to operate locomotives and cars thereon, and further, subject to the right of the grantor, its successors and assigns, to enter upon said above described parcel from time to time and at any all reasonable times in order to inspect, repair, relay, renew, maintain and remove said tracks and track material. However, the Seller shall not use the tracks for storage of cars that would block the access road to and from West Commercial Street. When the tracks are removed, this right will cease.

32. The Buyer's performance hereunder is subject to the title to the Premises being good, clear record and marketable and subject only to those easements, encumbrances and restrictions which: (i) are described in this Agreement, or (ii) do not substantially interfere with the Buyer's use of the Premises. The Buyer shall have a period of sixty (60) days from the date first written above to examine the title to the Premises and determine whether or not it complies with the provisions hereof. In the event the Buyer fails to so notify the Seller of any title defect existing as of the ending date of Buyer's title examination on or before the sixty fifth (65) day following the execution of this Agreement, the Buyer shall be conclusively deemed to have waived any objection to the title based upon said defect.

33. The [REDACTED] at Buyer's expense, have the right to perform geotechnical engineering tests on the Premises. The Buyer agrees to indemnify [REDACTED] cost, damage and expense arising in any way out of the presence or activities upon the Premises by the Buyer, said registered engineers or agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by Seller, the Buyer, said registered engineers, or the agents, servants, employees or contractors of the same, or by others. The Buyer shall

have a period of sixty (60) days from the date first written above to perform said geotechnical engineering tests on the Premises. The Buyer will notify the Seller of any geotechnical findings on or before the sixty fifth (65) day following the execution of this Agreement, or the Buyer shall be conclusively deemed to have waived any objection to the findings.

34. The Buyer, may, at Buyer's expense, construct and maintain a crossing over the tracks that are located on the Premises herein being conveyed. However, before the crossing is constructed, the location of the crossing has to be approved by the Seller in writing.
35. Like Kind Exchange: Post closing, Buyer intends to include the Premises as part of a 1031 tax deferred exchange, and may assign this contract to an intermediary prior to closing if required in connection therewith, at no cost, expense or liability to the Seller.

ATTACHMENT B

**Lease Option Agreement with
Northern Utilities, Inc.**

OPTION AGREEMENT

This Option Agreement ("Agreement") is made as on this ___ day of June, 2012 (the "Effective Date") by and between Northern Utilities, Inc., d/b/a Unitil, a New Hampshire corporation with a mailing address of 6 Liberty Lane West, Hampton, N.H. 03842 ("Unitil"), and New Yard, LLC, a Maine limited liability company with a mailing address of 58 Fore St., Portland, Maine, 04101 ("New Yard").

1. Purpose of Agreement: The purpose of this Agreement is:

(a.) to provide New Yard an option to lease Unitil's waterfront property at 40 West Commercial Street, Portland, Maine ("Property") for a term of 50 years, for the purpose of operating a boatyard storage, repair and mooring facility ("Boatyard Facility"); and,

(b.) to enable Unitil to complete the environmental remediation under the terms of its Voluntary Response Action Program remediation plan, as amended consistent with the development of New Yard's Boatyard Facility ("Amended VRAP remediation plan"), and to obtain from the Maine Department of Environmental Protection ("DEP") a Certificate of Completion of the Amended VRAP remediation plan in a timely and cost effective manner after the Lease commences, so as to minimize remediation costs for Unitil's ratepayers.

2. Property Description:

All of Unitil's right, title and interest to the property located at 40 West Commercial Street, Portland, Maine, as identified by the City of Portland as Lots 2, 5, 6, 9 and 10 on the City Tax Assessment Map # 59, and further described as follows:

(a.) the property shown on a March 1, 1985 Survey prepared by H.I. and E.C. Jordan for Northern Utilities; a legal description of the Property's inland parcels; and Unitil's right, title and interest in and to all easements and other appurtenances appertaining thereto, all as shown and described in **Schedule 1**, attached hereto and made a part hereof (the "Land"); and,

(b.) Unitil's fixtures and improvements located on the Land (the "Improvements", and together with the Land, the "Real Property"), and Unitil's personal property located on the Land (the "Personal Property"), excluding, however, the items listed on **Schedule 2**, attached hereto and made a part hereof (the "Excluded Assets");

(c.) the March 15, 2003 lease over part of the Property to EnergyUSA Propane ("Propane Lease"), as modified by an amendment made May 4, 2012, with EnergyUSA Propane's successor, NGL-NE, LLC ("Propane Lease Amendment"), a copy of which is attached as **Schedule 3**, by which EnergyUSA Propane released its Propane Lease option over most of "Option Area C" and a portion of "Option Area B-2" and by which Unitil has enabled EnergyUSA Propane to exercise its lease option to acquire Unitil's three propane tanks on the

Property and to extend its leasehold to Option Area B-1 and the remainder of Option Area B-2, including where the three propane tanks are located; and,

(d.) Unitil's State of Maine Submerged Lands Lease dated October 29, 1992, as it may be amended during the Option Period.

3. Option:

(a.) Deposit: As of the Effective Date, New Yard has paid Unitil a deposit in the amount [REDACTED] ("Option Payment"), for an option to lease the Property in accordance with the terms as shall be set forth in the New Yard Lease, and as are described in Paragraph 6, and Unitil accordingly GRANTS New Yard such option ("Option"). The [REDACTED] shall be credited against the Rent for the Lease, but is non-refundable, even in the event of no closing on the Lease for any reason, except pursuant to the provisions of Paragraph 6 (i).

(b.) Option Period: The Option period commences as of the Effective Date and extends to December 31, 2014 ("Option Period").

(c.) New Yard's Site Plan to include both its Boatyard Facility Plan and Unitil's VRAP Environmental Remediation Plan: During the Option Period, Unitil and New Yard will collaborate to develop a joint Boatyard Facility and Amended VRAP remediation design for the Property ("the Plan"), for permitting review and approval by all necessary local, state and federal regulatory authorities for the remediation, construction, and operation of the Boatyard Facility. New Yard will be responsible for the engineering and design of the Boatyard Facility and all costs related to its permitting, construction and operation, including relocation of any of Unitil's facilities to accommodate the Boatyard Facility, in accordance with the provisions of Paragraph 6 (j.). Unitil will be responsible for the engineering and redesign of its current VRAP remediation plan to adapt it to the Boatyard Facility design, all costs related to obtaining an Amended VRAP remediation plan in accordance with the Plan, and all costs to relocate its facilities to implement Unitil's existing facility maintenance, improvement or decommissioning plans, in accordance with the provisions of Paragraph 6 (j.). The parties intend that, upon commencement of the Lease, Unitil will implement most remediation measures in the Amended VRAP remediation plan in the course of and simultaneous with New Yard's development of the Property as a Boatyard Facility, and will implement the remainder of the remediation measures within two years of the commencement of the Lease. In implementing the remainder of the remediation measures within such two year period, Unitil shall not interfere with the operation of the Boatyard Facility. It is the intent of the parties to design the Boatyard Facility so that many of Unitil's remediation measures will overlap with and be incorporated into New Yard's construction of its Boatyard and will be implemented as a by-product of New Yard's construction of the Boatyard Facility.

(d.) Closing on Lease within 30 days of New Yard's receipt of all necessary Boatyard Facility Permits, and Unitil's obtaining an amended VRAP remediation plan: New Yard shall close on the Lease, and the Lease shall commence on or before 30 days of:

(i.) New Yard's receipt of all permits necessary to develop and operate a Boatyard Facility on the Property in accordance with the Plan, including, without limitation, permits from the City of Portland, DEP, U.S. Army Corps of Engineers and the Portland Harbor Commissioner; and,

(ii.) New Yard's receipt of an amended Submerged Lands Lease from the State of Maine in accordance with the Plan; and,

(iii.) Unitil's obtaining DEP approval of an Amended VRAP remediation plan, and related "No Further Action Assurance" letter based on the Plan, and obtaining DEP approval of the development and operation of the Boatyard Facility prior to Unitil's completing the Amended VRAP remediation plan.

The parties shall close on the lease when the conditions of this subsection (d.) are met, irrespective of any time remaining in the Option Period.

(e.) The Property is Optioned in "As-Is" Condition: In giving New Yard an Option to Lease the Property, Unitil makes no representations or warranties concerning the condition of the Property, including, without limitation, its environmental or physical condition, or its compliance with any laws, rules or regulations, including without limitation, environmental laws, rules or regulations, or its suitability for its current use or New Yard's proposed use, or the status of its title, other than pursuant to the provisions of Paragraph 6 (i).

New Yard expressly agrees that the optioned Property is "AS IS WHERE IS" with all faults and that, in entering into this Agreement, it is relying solely on its own opinions and the opinions of its agents and consultants as to the condition of the Property, the compliance of the Property with any and all laws, rules and regulations, including without limitation environmental laws, rules and regulations, the suitability of the Property for its current use and New Yard's proposed use, and the status of the title to the Property.

4. New Yard Access to Property and Liability during Option Period:

(a.) Access to Investigate Site. New Yard and its agents, employees, and contractors shall have the right to access the Property at reasonable, mutually-agreed-upon times, to enable it to conduct such surveys, inspections, non-invasive investigations, assessments, and studies as it deems necessary for it to assess the Property for purposes of planning and designing the Boatyard Facility ("Investigations"). New Yard shall notify Unitil in writing of any intention it may have to excavate, sample, or otherwise disturb the Property, and must obtain Unitil's written consent, which shall not be unreasonably withheld, prior to commencing such activities. New Yard acknowledges that it is aware of existing environmental conditions at and near the Property and that there are publicly available files containing Environmental Reports submitted to governmental agencies regarding the existence of Hazardous Substances regulated under Environmental Laws. Until Unitil completes the work required of it by the amended VRAP, New Yard undertakes activities on or around the Property at its own risk.

(b.) Access Subject to Tenant's Rights. New Yard acknowledges that its right to access the Property is subject to the rights of Unitil's Tenant, EnergyUSA Propane, over a portion of the Property, in accordance with the terms of the Propane Lease. New Yard agrees to conduct any Investigations without interfering with EnergyUSA Propane's leasehold rights, except as permitted in advance by Tenant.

(c.) New Yard's Duty to Repair. New Yard agrees that it will promptly repair any physical damage to any property that may result from its exercise of its rights under this Paragraph.

(d.) New Yard's Indemnification of Unitil Group. New Yard agrees to release, defend, protect, indemnify, and hold harmless Unitil, its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents, and trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Property, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns (collectively, the "Unitil Group"), from and against any and all claims, demands, causes of action, losses, damages, liability, injunctions, suits, actions, fines, penalties, and demands of any kind or nature, assessments, charges, administrative and judicial proceedings and orders, judgments, and costs and expenses (including reasonable attorneys' fees) ("Claims"), by New Yard or its members, principals, directors, affiliates, employees, contractors, subcontractors, agents or invitees or by any other third party or governmental entity, that may be threatened, filed or otherwise incurred against the Unitil Group to personal injury, bodily injury, death, property damages, and related costs and expenses arising out of the activities or omissions of New Yard, its members, principals, directors, affiliates, employees, contractors, subcontractors, agents, or invitees on the Property. New Yard's indemnification applies to claims asserted by New Yard's employees and agents without regard to any immunity that New Yard may have under workers compensation laws, which immunity is hereby waived to the extent necessary to effectuate this access indemnification. The provisions of this paragraph as to any Claims that may have arisen during the Option Period shall survive the Closing on the Lease, Sale or other transfer of the Property and any termination of this Agreement. New Yard shall require each contracting, subcontracting, and agency entity, on behalf of itself and its employees, or other New Yard invitee entering the Property during the Option Period, to provide a written release of any claims against the Unitil Group in the form attached hereto as **Schedule 4**. The indemnity provisions of this subsection (d.) shall extend to any activity by New Yard involving its use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow, and/or presence of a Hazardous Substance on, under, from, to, or about the Property.

(e.) New Yard Liability Insurance. New Yard shall maintain Commercial General Liability (CGL) insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Property in the following minimum amounts: one million (\$1,000,000,00) dollars each occurrence; two million (\$2,000,000,00) dollars general aggregate. New Yard shall provide a Certificate of Insurance to Unitil upon commencement of the Option Period. The insurance shall in no event extend to or

affect New Yard's independent indemnification liability. The insurance policy required herein shall:

- (i) be issued by insurance companies licensed to do business in the state of Maine with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date New Yard obtains or renews insurance;
- (ii) name the Unitil Group as an additional insured;
- (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given;
- (iv) consist of a primary policy, not as contributing with, or in excess of, any coverage that Unitil or the Unitil Group may carry;
- (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (vi) be written on an "occurrence" basis; and
- (vii) be maintained during the entire Option Period and any extensions thereof.

5. Confidentiality:

(a) Records provided by Unitil. New Yard agrees to maintain confidentiality as to all records, materials, or other information, provided by Unitil during the Option Period that Unitil shall designate, mark or otherwise indicate in writing as confidential, whether provided electronically or in hard copy form.

(b) Records created by New Yard. New Yard agrees to maintain confidentiality as to all records, materials, or other information, created during the Option Period by it, its agents, employees or contractors that are related to the environmental condition of the Property unless Unitil waives such confidentiality.

6. Summary of Lease:

In accordance with the terms of Paragraph 3(d.), the Lease shall commence within 30 days of New Yard's receipt of all necessary Boatyard Facility permits and Unitil's obtaining an Amended VRAP remediation plan in accordance with the Plan.

The terms of the Lease include but are not limited to:

(a) Term, Scope and Minimum Usable Acreage. The Lease shall be a 50 year ground lease for New Yard to operate a Boatyard Facility subject to certain environmental restrictions and affirmative obligations. The Property includes approximately 3.5 acres (exclusive of the submerged land area) that is both usable to New Yard and unencumbered by leases or easements that would prevent

New Yard's intended use of the property as a Boatyard Facility. The Lease provides New Yard an option to extend the Lease for two additional renewal periods of 25 (Twenty-Five) years each, for the amount of \$1.00 (One Dollar) on the same Lease terms and conditions, and includes an option for New Yard to purchase the Property in accordance with the terms described in the Lease and in subsection (c.) of this Paragraph.

(b.) Rent: The rent for the Property is [REDACTED] for the 50 year term, to be paid in full at the commencement of the Lease, and all annual property taxes, assessments and other costs related to the Property, as further described in subsections (n.) and (o.) of this Paragraph. New Yard's rent payment is not contingent on its securing financing. The [REDACTED] Option Deposit described in Paragraph 3(a.) shall be credited against the [REDACTED] payment.

(c.) Option to Purchase after VRAP Completion: The Lease shall include an option to New Yard to purchase the Property for \$1.00 (One Dollar), at any time, whether during the Lease's initial term or a renewal term ("Option to Purchase"), after the fulfillment of the following contingencies: (i.) the DEP issues to Unitil the Amended VRAP remediation plan Certificate of Completion; (ii.) and New Yard assumes all environmental liability for the Property, and indemnifies Unitil for all future claims related to the Property, subject to the environmental covenants, liability insurance and off-site scope of liability and indemnification provisions that the parties shall hereafter negotiate during the Option Period for inclusion in the Lease's said Option to Purchase.

(d.) Propane Lease Assigned to New Yard: The Lease includes the area subject to the Propane Lease, as amended by Schedule 3, and shall assign the Propane Lease to New Yard.

(e.) New Yard to Sublease to Unitil the Gas Transmission Equipment Area on the Property: New Yard agrees to sublease (or in the event of New Yard's purchase of the Property, shall lease) to Unitil the building and its surrounding land now used by Unitil for gas transmission equipment ("Equipment"). Unitil shall pay the prorated amount of property taxes and assessments applicable to the subleased (or leased) area and shall add New Yard as an insured to its liability insurance policy as its interests may appear, as applicable to the Equipment and area retained by Unitil for its operations.

(f.) Restrictions on Use to Protect Gas Facilities: New Yard's use of the Property shall be subject to certain restrictions to protect Unitil's gas transmission facilities, including Unitil's underground pipelines. At such time as New Yard purchases the Property, a protective natural gas facility easement and/or covenant will be reserved by, and/or conveyed to, Unitil.

(g.) Access and Reserved Right. Unitil reserves all rights necessary to continue to operate, maintain, repair, replace, and improve its existing pipeline and other gas facilities on the Property, and to enter the Property to remediate and monitor the Property's environmental condition as may be required by the Amended VRAP remediation plan and the Certificate of Completion or as deemed necessary and appropriate in Unitil's sole discretion. These Lease rights will continue as deeded rights and reservations in the event that New Yard purchases the Property.

(h.) Lease subject to Easements, Conditions and Environmental Covenants: New Yard acknowledges that its rights under the Lease and its use of the Property will be subject to all existing easements, conditions, restrictions and other matters of record affecting the Property, and will be further subject to restrictive and affirmative environmental provisions and covenants specified in the Amended VRAP remediation plan and the accompanying Certificate of Completion when issued by the DEP, and such further restrictive and affirmative environmental covenants independently specified by Unitil so as to limit human exposure to any remaining contaminated soil and ground water ("Environmental Covenants"), including the following limitations and covenants:

1. No activity may occur on the Property that may interfere with the implementation of the remedial action described in the Amended VRAP remediation plan or the continued protection of human health and the environment, without Unitil's prior approval;
2. No activity may occur on the Property, without Unitil's prior approval, that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the remedial action, or creates a new exposure pathway;
3. The Property shall not be used for day care centers, educational facilities, health care facilities, parks and outdoor recreational uses, residential or hotel or other human habitation purposes of any kind or density, whether permanent or temporary, without Unitil's prior approval. The use of the Property is limited to industrial utility and marine uses, including such uses as a boatyard storage and repair facility and a propane storage and distribution facility.
4. No excavation may occur on the Property without Unitil's prior approval. All excavation approved by Unitil shall be performed in accordance with the Property's Soil Management Plan. This prohibition does not apply to the excavation permitted in accordance with New Yard's Boatyard Facility Site Plan in accordance with Unitil's Amended VRAP remediation plan.
5. No groundwater may be extracted or otherwise taken, including groundwater extraction wells, for any purpose, including, without limitation, domestic, agricultural or any other use, without Unitil's prior approval.
6. No structure may be constructed, altered, modified, or removed in any manner that may result in the release or exposure to the environment of contaminated soil or create a new exposure pathway without prior approval from Unitil.
7. No activity may occur on the Property that may result in the release or exposure to the environment of contaminated soil without the prior approval of Unitil, including excavating, drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing

capability, piercing the surface with a rod, spike or similar items, or bulldozing or earthwork.

8. New Yard shall implement and enforce rules applicable to any person on the Property, including without limitation employees and licensees, to prevent their exposure to soil and water, including without limitation, such activities as swimming and picnicking, and shall prominently post such rules as set forth in Schedule 7.

As to the above subparagraphs 1-8, Unitil's prior approval shall not be unreasonably withheld and time is of the essence. Unitil shall be deemed to have approved any action described in this subparagraph (h.) should it fail to respond within 30 days of receipt of New Yard's certified written request in accordance with the provisions of Paragraph 8, that Unitil approve such action. In determining the reasonableness of any denial, the parties shall consider whether such action is allowed under the terms of the Amended VRAP remediation plan and its Certificate of Completion or any other state or federal regulation.

(i.) Unitil to Remediate the Property Within Two Years of the Lease: Within two years of the commencement of the Lease, and so long as New Yard completes that part of its Boatyard Facility construction that relates to the Amended VRAP remediation plan within a year of commencement of the Lease, Unitil shall fulfill the remediation measures specified in the Property's Amended VRAP remediation plan sufficient to qualify the Property for a DEP Certificate of Completion. Should Unitil fail to obtain the Certificate of Completion within the two year period for reasons solely within its control, New Yard may elect to terminate the Lease, upon written notice to Unitil, and within a year of receipt of such notice of termination, Unitil shall return to New Yard the amount of \$1,100,000 (One Million and One Hundred Thousand Dollars) and the cost of any New Yard improvement to the Property that New Yard and Unitil may mutually agree, in a subsequent executed instrument, to be reimbursable under this subsection. Upon Lease termination, all fixtures and any implemented feature related to the remediation measures specified in the Property's Amended VRAP remediation plan shall remain with the Property and revert to Unitil, as well as any other structure or feature that the parties shall further specify in the Lease. New Yard may elect to extend the two-year deadline to provide Unitil additional time to obtain the Certificate of Completion.

(j.) New Yard and Unitil will Co-ordinate on the Development of the Boatyard Facility and the Amended VRAP Remediation: Allocation of Tasks and Costs: Upon commencement of the Lease, New Yard will immediately develop the Boatyard Facility in accordance with the Plan, and Unitil will coordinate with New Yard to complete those remediation measures on the Property that are appropriate for implementation simultaneous with the Boatyard Facility development.

Unitil will not be responsible for dredging the shoreline to improve accessibility by any vessel, or for the installation of any pier, travel lift or other structure, barrier, utilities or paving or storm water management plan that is part of the Boatyard Facility. Unitil shall be responsible for such measures not otherwise part of the Boatyard Facility development that will help contain and direct contaminants in accordance with the Amended VRAP remediation plan based on the

Plan, such as grading the Property with drainage swales and retention ponds, removing and capping soil, and installing shoreline barriers or liners, to the extent these aspects of the development were not otherwise required of New Yard. New Yard and Unitil shall allocate between them the cost of relocating any of Unitil's natural gas facilities in accordance with the cause of such relocation: whether to accommodate New Yard's Boatyard Facility construction, or to implement Unitil's existing facility maintenance, improvement or decommissioning plans. The allocation between New Yard and Unitil of each party's respective tasks and costs to implement the Plan shall be further specified in a mutually acceptable manner in an attachment to the Lease.

(k.) Regulatory Compliance: New Yard shall be obligated under the Lease to develop and operate its Boatyard Facility in compliance with all local, state and federal permits and regulations.

(l.) Liability of New Yard/Indemnification of Unitil/Liability Insurance:

(i.) New Yard Release. New Yard acknowledges that it is aware of existing environmental conditions at and near the Property and that there are publicly available files containing Environmental Reports submitted to governmental agencies regarding the presence of Hazardous Substances regulated under Environmental Laws. New Yard also acknowledges that Unitil is required by governmental agencies to conduct remediation activities and to impose activity and other restrictions upon the Property during the Lease Term after approval of the Amended VRAP Remediation Plan. New Yard agrees that its leasehold is subject to all such activities and restrictions and that New Yard intends to lease the Property at its own risk. New Yard hereby releases and waives any right of recovery against Unitil, its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents (collectively "Unitil Group") for any personal injury, bodily injury, death, property damage or business damage, including consequential damage, claims, demands, causes of action, losses, damages, liability, costs and expenses that New Yard or its contractors, subcontractors, employees, agents or invitees may incur relating to the condition of the Property during the Lease term other than for conditions caused by Unitil's ongoing remediation of the Property or failure to comply with VRAP requirements and except as otherwise provided in subsection m. below. New Yard shall require each contracting, subcontracting, and agency entity, on behalf of itself and its employees, or other New Yard invitee entering the Property during the development of the Property as a boatyard, to sign acknowledgment of receipt of a contaminated site/safety rules notice in the form attached hereto as **Schedule 5**. At such time as the boatyard is developed and open for business, New Yard may elect to post clearly visible contaminated site/safety rules notices on the Property using the notice language stated in the attached **Schedule 6**, as an alternative to obtaining acknowledgments of receipt of the **Schedule 5** notice. Any immunity provided under workers compensation laws with regard to claims by New Yard employees or agents is hereby waived. New Yard's release herein shall survive termination of the Lease, Sale or other transfer of the Property.

(ii.) New Yard Indemnification (Third Party Claims). New Yard shall defend, protect, indemnify and hold harmless the Unitil Group and all trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Property, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns, from and against any personal injury, bodily injury, death or property damage claims, injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, action, fines, penalties and demands of any kind or nature, including reasonable attorneys' fees, arising directly or indirectly in whole or in part from: (i) incidents occurring on the Property during the term of the Lease except as otherwise provided in subsection m. below; (ii) any act or omission, whether or not such act or omission is willful or negligent, on the part of New Yard or its agents, employees or contractors or invitees relating, directly or indirectly, to use or activities on the Property; or (iii) any breach or default in the performance of any term, condition or obligation imposed upon New Yard by the Lease, including without limitation the obligations imposed through the Environmental Covenants. This indemnification extends to any and all claims or demands for personal injury, bodily injury, death or property damage by New Yard's employees, agents, contractors or invitees. Any immunity that New Yard may have under workers compensation laws with regard to its employees is hereby waived for purposes of this indemnification. This indemnification is independent of any insurance obligations imposed under the Lease and shall survive termination or expiration of the Lease, or Sale or other transfer of the Property. This indemnity does not extend to governmental or other claims concerning environmental conditions that existed on the Property before commencement of the Lease. After commencement of the Lease, this indemnity shall extend to governmental claims concerning environmental conditions on the Property ("Government Environmental Claims") arising from actions by New Yard, its employees, agents, contractors or invitees or arising from New Yard's failure to comply with the Lease's Environmental Covenants, but shall not otherwise extend to Government Environmental Claims. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(iii.) New Yard Indemnification (Hazardous Substances). New Yard shall defend, protect, indemnify and hold harmless the Unitil Group and all trustees and beneficiaries of any deeds of trusts and mortgages now or hereafter encumbering the Property, and their respective officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors, and assigns, from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, action, fines, penalties and demands of any kind or nature, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind, including reasonable attorneys' fees, arising from any activity undertaken by New Yard or its employees, agents, invitees, contractors, subcontractors or agents involving the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal, migration, flow, and/or presence of a Hazardous Substance on, under, from, to, or about the Property created or

caused by New Yard or its employees, agents, invitees, contractors, subcontractors or agents, or any other activity carried on or undertaken on or off the Property by New Yard or its employees, agents, invitees, contractors, subcontractors or agents in connection with the use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, disposal and/or presence of any Hazardous Substance at any time during the Lease term. This indemnification does not extend to governmental or other claims concerning environmental conditions that existed on the Property before the commencement of the Lease. After commencement of the Lease, this indemnity shall extend to governmental claims concerning environmental conditions on the Property ("Government Environmental Claims") arising from actions by New Yard, its employees, agents, contractors or invitees or arising from New Yard's failure to comply with the Lease's Environmental Covenants, but shall not otherwise extend to Government Environmental Claims. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(m.) Liability of Unitil/Indemnification of New Yard/Liability Insurance:

(i) Unitil Indemnification for Governmental Claims. As landlord, Unitil will be responsible for completing the environmental remediation of the Property as described in the Amended VRAP remediation plan and, subject to the terms of Paragraph 6 (l.) above, will retain liability relating to any remedial obligations as to the environmental condition of the Property as that condition existed before the Lease commenced (pre-Lease Environmental Conditions"). Unitil agrees to protect, defend, and hold harmless, New Yard and its officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors and assigns (collectively "New Yard Group") from and against any governmental claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to alleged liability on the part of New Yard for environmental conditions existing at the Property before commencement of the Lease, to the extent that such government claim for alleged liability is based upon pre-Lease Environmental Conditions at the Property not related to New Yard use and activities at the Property. This indemnity does not extend to the acts or omissions of New Yard or its employees, contractors, subcontractors or agents or to liability for violation of Environmental Laws unrelated to conditions that existed at the Property before commencement of the Lease or to New Yard's failure to comply with the Lease's Environmental Covenants. The scope of the indemnity obligations contained in this paragraph includes, but is not limited to: (a) all damages and consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial, or other required plans, including without limitation: (i) the costs of removal or remedial action incurred by the United States government or the State of Maine or response costs

incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Maine law; and (iii) the cost and expenses of abatement, correction, or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(ii.) Unitil Indemnification for Injury and for Property Damage. Unitil agrees to protect, defend, and hold harmless, New Yard and its officers, directors, shareholders, partners, members, employees, agents, parent, subsidiary and affiliated entities, successors and assigns (collectively "New Yard Group") from and against any third party claims, demands or causes of action for bodily injury, personal injury, death, or property damage to the extent that willful or negligent acts or omissions undertaken by Unitil after commencement of the Lease caused such damage, arising out of Unitil's remediation activities on the Property, failure to comply with its VRAP obligations or its continuing use of its natural gas facilities located on the Property. This indemnification does not extend to claims, demands or causes of action resulting from the willful or negligent acts or omissions of New Yard or from New Yard's breach of any Environmental Covenants or other Lease terms, restrictions or obligations imposed upon New Yard. When the claim is caused by the joint negligence or willful misconduct of Unitil and New Yard or Unitil and a third party unrelated to Unitil, except Unitil's agents, employees, or invitees, Unitil's duty to defend, indemnify, and hold New Yard harmless shall be in proportion to Unitil's allocable share of the joint negligence or willful misconduct. This indemnification shall survive termination or expiration of the Lease, or Sale or other transfer of the Property, but only as to claims for which a Notice of Claim has been provided prior to such termination or expiration, or Sale or other transfer of the Property.

(n.) Notice of Claims. In the event that any member of the Unitil Group or the New Yard Group (each an "Indemnified Group") has presented against it a demand, claim, or written notice, which demand, claim, or written notice constitutes or asserts a matter with respect to which such member of an Indemnified Group is entitled to be indemnified (a "Claim"), then and in such event, the party receiving such Claim (the "Indemnitee") shall timely notify the party obligated to provide such indemnity (the "Indemnitor") in writing of the receipt of such Claim (a "Claim Notice"). The failure of an Indemnitee to provide timely Claim Notice, so as to avoid prejudice to the Indemnitor shall terminate the obligations of Indemnitor with respect thereto. With respect to any Claim, the Indemnitor shall have the opportunity to defend the Indemnitee with counsel reasonably acceptable to the Indemnitee. The Indemnitor shall be entitled to effectuate, at its sole cost and expense, a settlement of the Claim, provided that the Indemnitor obtains a complete release in favor of the Indemnitee and all members of Indemnitee's Indemnified Group with respect to such Claim. Each current or future member of an

Indemnified Group is hereby designated as a third-party beneficiary with the independent right of enforcement.

(o.) New Yard Liability Insurance. During the Lease term and any renewal periods, New Yard shall maintain General Liability (CGL) insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Property in the following minimum amounts: one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate, with such minimums to be periodically adjusted over the Lease term to account to assure equivalent value in coverage. New Yard shall provide a Certificate of Insurance to Unitil at least 10 days before commencement of the Lease and before each renewal period. The insurance shall in no event extend to or affect New Yard's independent indemnification liability. The insurance policy required herein shall:

- (i) be issued by insurance companies with general policyholder's ratings of at least B+;
- (ii) name the Unitil Group as an additional insured;
- (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to Unitil;
- (iv) consist of a free-standing policy, not as contributing with, or in excess of, any coverage that Unitil or the Unitil Group may carry;
- (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (vi) be written on an "occurrence" basis; and
- (vii) be maintained during the entire Lease term and any extensions thereof.

(p.) New Yard Building Insurance. During the Lease term, New Yard shall keep any buildings or structures on the Property, including improvements thereto, insured against damage and destruction by fire, vandalism, and other perils, so called "All Risks" perils in such amounts and coverages as New Yard in its sole discretion may determine.

(q.) Unitil Liability Insurance. During the Lease term and any renewal periods, Unitil shall maintain General Liability (CGL) insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Property in the following minimum amounts: one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate, with such minimums to be periodically adjusted over the Lease term to account to assure equivalent value in coverage. Unitil shall provide a Certificate of Insurance to New Yard at least 10 days before commencement of the Lease and before each renewal period. The insurance shall in no event

extend to or affect Unitil's independent indemnification liability. The insurance policy required herein shall:

- (i) be issued by insurance companies with general policyholder's ratings of at least B+;
- (ii) name New Yard as an additional insured;
- (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to New Yard;
- (iv) consist of a free-standing policy, not as contributing with, or in excess of, any coverage that New Yard may carry;
- (v) be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- (vi) be written on an "occurrence" basis or subject to a reasonable self-insured retention basis; and
- (vii) be maintained during the entire Lease term and any extensions thereof.

(r.) Parties' Evidence of Insurance. By the commencement of the Lease term and upon each renewal of its insurance policies, New Yard and Unitil shall give certificates of insurance to the other party. Each certificate shall specify amounts, types of coverage and any required waiver of subrogation and insurance criteria. The policies shall be renewed or replaced and maintained by the party responsible for that policy. If either party fails to give the required certificate within thirty (30) days after notice of demand for it, the other party may obtain and pay for that insurance and receive reimbursement from the party required to have the insurance.

(s.) Property Leased in "As-Is" Condition:

The Lease shall provide as follows:

Unitil makes no representation or warranty concerning the condition of the Property, including without limitation the condition of the Property, including without limitation, the environmental or physical condition thereto, or the compliance of the Property with any or all laws, rules and regulations, the suitability of the Property for its current use or New Yard's proposed use. Unitil also makes no representation or warranty concerning the completeness or accuracy of any surveys, plans, environmental reports, assessments, data or other information it may have provided or will provide, which information is being provided as a courtesy. Unitil is making no representations or warranties concerning any aspect of the Property, including its condition, other than pursuant to the provisions of Paragraph 6 (i). New Yard therefore acknowledges and agrees that it relies or will be relying on such information at its sole risk.

New Yard expressly agrees that the Property is being leased "as is, where is," with all faults, and that New Yard is relying solely on its own opinions and the opinions of New Yard's agents and consultants as to the condition of the Property, the compliance of the Property with any and all laws, rules and regulations, including without limitation environmental laws, rules and regulations, the suitability of the Property for its current use and for New Yard's proposed use.

(t.) New Yard to Pay Property Expenses and Taxes: New Yard, as tenant, will pay all costs related to the Property, including property taxes and assessments, excepting taxes on Unitil's and/or Propane's improvements and personalty (such as its underground pipeline and the gas transmission building and any other property stored at the Property, and real estate taxes on the areas subject to the sublease back to Unitil over which Unitil and/or Propane will maintain control). In the event New Yard fails to pay property taxes or other fees and costs, or causes liens to be filed on the Property, Unitil may elect to pay such taxes, fees or costs and seek reimbursement and costs and damages from New Yard. In the event New Yard fails to pay taxes and assessments for more than two years (unless it is lawfully disputing those costs with the City of Portland), or defaults as to any of its obligations beyond applicable notice and cure periods Unitil may terminate the Lease, with any lease provisions relating to Unitil's rights and New Yard's obligations to Unitil to survive the termination.

(u.) New Yard Responsible for Property Maintenance Expenses: New Yard, as tenant, shall be responsible for all expenses related to the Property, including utilities, grading, plowing, sanding, trash collection, and all fees and charges assessed against the Property, except for the areas under the control of Unitil and/or Propane.

(v.) Unitil Responsible for Any Environmental Monitoring and Further Remediation of Property: Unitil, as landlord, shall be responsible for all costs to fund any monitoring and further remediation of the Property as may be required by the DEP under the terms of the Amended VRAP remediation plan, and its Certificate of Completion except that Unitil's obligation to fund, monitor and remediate shall terminate upon New Yard's purchase of the Property.

7. Brokerage Fees:

New Yard has retained Tony McDonald of CB Richard Ellis/The Boulos Company as its agent in the Lease transaction. Unitil has engaged Frank O'Connor of the Dunham Group as its agent in the Lease transaction. Unitil agrees to pay CB Richard Ellis/The Boulos Company [REDACTED] from the Lease proceeds at closing. Unitil shall not be responsible for any other New Yard brokerage fees or charges related to this transaction.

8. Notices:

Any notice relating in any way to this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, or by recognized overnight courier service which provides evidence of delivery (such as Federal Express) addressed to New Yard or Unitil at the address and to the person listed for such party below, and such notice shall be deemed delivered when so delivered by hand, or when so posted or when so deposited with

such overnight courier. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed in the first paragraph of this Agreement.

UNITIL: Northern Utilities, Inc. d/b/a Unitil
Mark H. Collin, Treasurer
6 Liberty Lane West
Hampton, NH 03842

Copy to:
Peggy McGehee
Perkins, Thompson
One Canal Plaza
P.S. Box 426
Portland, ME 04112

NEW YARD: New Yard, L.L.C.
Phineas Sprague
58 Fore Street
Portland, ME 04101

Copy to:
Peter Plumb,
Murray, Plumb and Murray
P.O. Box 9785
75 Pearl Street
Portland, ME 04104

9. Miscellaneous:

(a.) Entire Agreement: This Agreement and attached Schedules contain the entire agreement of the parties with respect to the subject matter that it covers, and supersedes all prior or other negotiations, representations, understandings and agreements of, by or among the parties which are fully merged herein. Except as otherwise specifically provided in this Agreement, no conditions, usage of trade, course of dealing or performance, understanding or agreement ~~may be~~ modify, vary, explain or supplement the terms or conditions of this Agreement will be binding unless hereafter made in writing and signed by the party to be bound, and no modification will be effected by the acknowledgment or acceptance of documents containing terms or conditions at variance with or in addition to those set forth in this Agreement, except as otherwise specifically agreed to by the parties in writing.

(b.) Amendments, Waivers: This Agreement may be amended, modified, superseded or canceled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or, in the case of a waiver, by or on behalf of the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term,

covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant representation or warranty. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement.

(c.) Agreement Binds Successors; Waiver; Entire Agreement; Governing Law: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto. Except as otherwise provided in this Agreement, any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Agreement. This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine, without regard or reference to its conflict of laws principles.

(d.) Assignment: This Agreement and any rights and obligations hereunder shall not be assignable or transferable by New Yard (including by operation of law in connection with a merger or sale of stock, or sale of substantially all the assets) without the prior written consent of Unitil, except for purposes of providing New Yard, or its sole member, The Portland Company, an appropriate Exchange Property for the Lease pursuant to Section 1031 of the Internal Revenue Code. Any purported assignment without such consent shall be void and without effect.

(e.) No Third Party Beneficiaries: Except as provided with respect to indemnification as set forth in this Agreement, nothing in this Agreement shall confer any rights upon any Person other than the parties hereto and their respective heirs, successors and permitted assigns.

(f.) Governing Law; Submission to Jurisdiction: This Agreement and the obligations of New Yard and Unitil shall be governed by and construed and enforced in accordance with the substantive and procedural laws of the State of Maine, without regard to rules on choice of law or to conflict of laws. Any action to enforce the terms, whether by arbitration or judicial decree, shall be brought in Cumberland County in the State of Maine. Each party hereto agrees that it shall submit to the jurisdiction of such arbitration or courts for purposes of actions to enforce the terms of this Agreement.

(g.) No Strict Construction: Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, New Yard and Unitil confirm that both they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person.

(h.) Representation by Counsel; Interpretation: New Yard and Unitil each acknowledge that it has been represented by its own counsel in connection with this Agreement and the

transactions contemplated herein. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

(i.) Expenses: New Yard and Unitil agree that, regardless of whether the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including without limitation legal, due diligence, accounting and investment banking fees and expenses, shall be paid by the party incurring such costs or expenses, except as otherwise specifically provided in this Agreement.


(j.) Headings: The section and paragraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

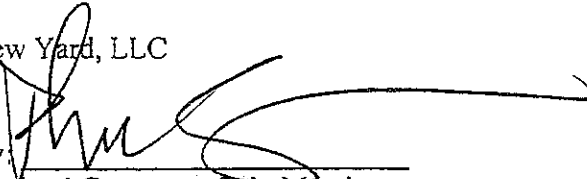
(k.) Severability: Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof nor the validity of the whole.

(l.) Counterparts: This Agreement may be executed simultaneously in one or more counterparts (including by means of facsimile signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

THE PARTIES SO AGREE THIS ___ DAY OF JUNE, 2012.

Northern Utilities, Inc., d/b/a Unitil

By: 
Mark H. Collin Treasurer
Northern Utilities, Inc. d/b/a Unitil

New Yard, LLC
By: 
Portland Company, Sole Member
Phineas Sprague, President

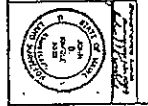
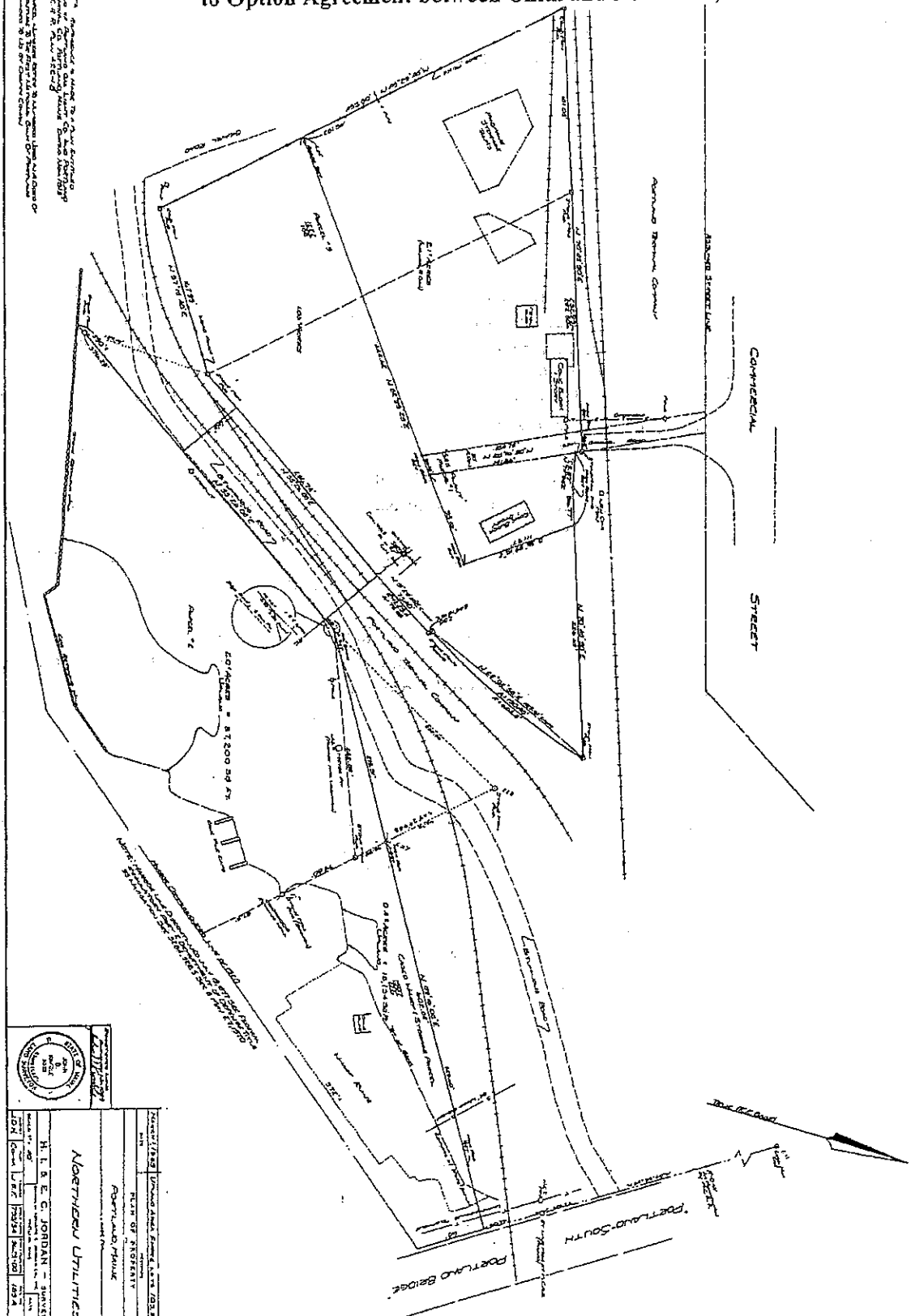
List of Schedules
Option Agreement – Unitil and New Yard, LLC

- Schedule 1:** Survey and Property Description
- Schedule 2:** Excluded Assets
- Schedule 3:** Agreement and Modification of 2003 Lease between Unitil and NGL-NE, LLC
- Schedule 4:** Site Access Agreement
- Schedule 5:** Notice and Acknowledgement of Site Contamination and Safety Rules
- Schedule 6:** Notice: Environmental Remediation Site (with Notice to Contractors)
- Schedule 7:** Notice: Environmental Remediation Site (for Public)

SCHEDULE 1

**Schedule 1 – Survey and Property Description
to Option Agreement between Utilil and New Yard, LLC**

Notes: Agreement is made by a Party hereto
between the City of Portland, Oregon and
New Yard, LLC, dated 10/10/11.
10/10/11. All other rights reserved.
All other rights reserved.
All other rights reserved.



NOYARD UTILITIES H. I. E. C. JORDAN - SURVEYOR PORTLAND, OREGON	
DATE: 10/10/11 TIME: 10:00 AM	LOCATION: 1000 1st Ave, Portland, OR
CLIENT: NEW YARD, LLC	PROJECT: OPTION AGREEMENT
SURVEYOR: J. E. JORDAN	LICENSE NO.: 12345

Schedule 1 – Survey and Property Description
to Option Agreement between Unitil and New Yard, LLC

INLAND PARCEL 1:

A certain lot or parcel of land, with the buildings thereon, lying southerly of West Commercial Street, in said Portland, and westerly of Portland Bridge, so called, and bounded and described as follows:

Beginning at a point and monument on the line of the Portland Terminal Company location which said line was formerly the southerly line of the Maine Central Railroad Company location and which said point and monument are two hundred and forty (240) feet westerly of the center line of a passage-way leading from West Commercial Street to said Gas Company's works, thence easterly by said line of said Portland Terminal Company location, about five hundred and forty-seven (547) feet to the point of intersection of said line with the westerly boundary of the property of said Portland Terminal Company lying southeast of the lot hereby conveyed, thence southwesterly by said westerly boundary and by the line that was formerly the northerly location line of the Eastern division of the Boston and Maine Railroad in its southwesterly course toward Turner's Island, about five hundred and twenty (520) feet to the land of said Terminal Company lying southwest of the lot hereby conveyed, thence northwesterly by said Portland Terminal Company's land about three hundred and ninety-two (392) feet to the point begun at.

Meaning and intending hereby to convey a lot of land triangular in shape containing about one hundred and three thousand, five hundred and forty-six (103,546) square feet and being entirely surrounded by the land of said Portland Terminal Company.

INLAND PARCEL 2:

A certain lot of land in said Portland adjacent to the southwesterly side of land now occupied by the Gas Plant of said Portland Gas Light Company, situated southeasterly of West Commercial Street, opposite the foot of Beach Street, bounded as follows:

Beginning at a granite monument at the most southerly corner of said gas plant lot westerly of the formerly Portland Saco & Portsmouth Railroad; thence northwesterly along the southwesterly side line of said gas plant lot three hundred ninety-two and fifty-six hundredths (392.56) feet to a granite monument at the most westerly corner of said gas plant lot, this last mentioned monument being twenty-four and five tenths (24.5) feet southeasterly, measured at right angles, from the base line of location of the Portland & Kennebec Railroad Company, adopted May 1, 1865, and recorded in the Cumberland County Commissioner's Records of Railroad Locations, Book 1, Page 38; thence southwesterly on a straight line parallel with said base line of location, a distance of one hundred eighty and ninety-seven hundredths (180.97) feet to a concrete monument; thence southeasterly on a straight line parallel with and one hundred

sixty-five (165) feet distant southwesterly, measured at right angles from the aforesaid southwesterly line of said gas plant lot, a distance of four hundred thirty-five and seventy-six hundredths (435.76) feet to concrete monument; thence northeasterly on a straight line one hundred sixty-seven and nine tenths (167.9) feet to point of beginning containing sixty-eight thousand three hundred forty (68,340) square feet of land more or less.

Being the same premises conveyed to the said Gas Company by Portland Terminal Company by deed dated December 22, 1925 and recorded in said Registry of Deeds in Book 1222, Page 188.

[SHORELAND PARCEL NOT DESCRIBED: SEE SURVEY, PAGE 1]

PERMITTED EXCEPTIONS:

1. Rights and privileges in favor of the Proprietors of the Cumberland and Oxford Canal and the Portland, Portsmouth and Saco Railroad referred to in a deed from Caleb S. Hatch, Executor of the Estate of Sarah C. Smith, to Charles L. Clapp, dated February 4, 1807 and recorded in the Cumberland County Registry of Deeds in Book 195, Page 521, and in a deed from John Brackett to Charles L. Clapp, dated February 4, 1847 and recorded in the Cumberland County Registry of Deeds in Book 201, Page 265.

2. Rights and easements granted to Joseph McKeen and John Patten, as Trustees f/b/o the Kennebec and Portland Railroad, by James B. Brown, et al. in an instrument dated June 12, 1863 and recorded in the Cumberland County Registry of Deeds in Book 322, Page 194.

3. Condition regarding maintenance of a fence set forth in a deed from Portland Terminal Company to Portland Gas Light Company dated December 22, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1222, Page 188.

4. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Portland Gas Light Company in an instrument dated November 1, 1951 and recorded in the Cumberland County Registry of Deeds in Book 2070, Page 128.

5. Rights and easements granted to Central Maine Power Company by Portland Gas Light Company in an instrument dated January 6, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2276, Page 265.

6. Rights and easements granted to Koppers Company, Inc. by Portland Gas Light Company in an instrument dated June 7, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2963, Page 234.

7. Rights and easements granted to Central Maine Power Company by Northern Utilities, Inc. in an instrument dated September 2, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5061, Page 229.

8. The resting deed from Charles L. Clapp to Portland Gas Light Company dated December 13, 1849 and recorded in the Cumberland County Registry of Deeds in Book 35, Page 245 conveyed property by book and page references only. The first parcel conveyed in that deed contained an incorrect page reference of Page 397. The correct page reference should have been 379. This appears to be clearly a scrivener's error.

9. Access to the premises from Commercial Street across the land now or formerly of Portland Terminal Company was reserved by Portland Gas Light Company in a deed to Portland and Kennebec Rail Road Company dated October 6, 1865 and recorded in the Cumberland County Registry of Deeds in Book 346, Page 376 and in a deed to Maine Central Railroad Company dated May 5, 1897 and recorded in the Cumberland County Registry of Deeds in Book 648, Page 488.

10. The Grantor and Grantee indices in the Cumberland County Registry of Deeds were run for Portland Gas Light Company to December 28, 2001. As for Northern Utilities, Inc. as well as Bay State of New Hampshire, Inc. and Allied New Hampshire Gas Company, however, only the Grantor index was run from 1966, the date of the merger of Portland Gas Light Company with various other Maine corporations in which the surviving corporation was Northern Utilities, Inc., a Maine corporation, to December 28, 2001, and only instruments referencing property in Portland or referencing no property location at all were reviewed.

SCHEDULE 2

Schedule 2 – Excluded Assets
to Option Agreement between Unitil and New Yard, LLC

Excluded Assets:

- (a) The peak shaving/compressor building, located outside of “Lease Area A”, “Lease Area B1”, Lease Area B2” and “Lease Area C”, as identified in the Sketch Plan attached as Exhibit 3 to Schedule 3 (“Agreement and Modification of 2003 Lease between Unitil and NGL-NE, LLC), is expressly excluded from the Property.

- (b) The utility regulator building (Building B), located north of “Lease Area A” and east of “Lease Area B1”, as identified on the Sketch Plan, attached as Exhibit 3 to Schedule 3 (“Agreement and Modification of 2003 Lease between Unitil and NGL-NE, LLC) is expressly excluded from the Property.

- (c) Unitil’s natural gas pipelines, facilities and related appurtenances are expressly excluded from the Property.

Said Excluded Assets shall be depicted on a plan of the Property to be attached to the Lease and incorporated by reference.

SCHEDULE 3

SCHEDULE 3

to Option Agreement Between Unitil and New Yard, LLC

AGREEMENT AND MODIFICATION
OF 2003 LEASE

between Unitil and NGL-NE, LLC

AGREEMENT AND MODIFICATION OF 2003 LEASE

This AGREEMENT is entered on this 4th day of May, 2012, between Northern Utilities, Inc., d/b/a Unitil, a New Hampshire corporation with an address of 6 Liberty Lane West, Hampton, N.H. 03842 ("Unitil") and NGL-NE, LLC, a Delaware limited liability company with an address of 6120 South Yale Ave., Suite 803, Tulsa, OK 74136 ("Propane").

WHEREAS Unitil owns the property known and numbered as 40 West Commercial Street, Portland, Maine (the "Site");

WHEREAS in 2003, Unitil and EnergyUSA Propane, Inc. ("Energy") entered into a "Ground Lease Agreement" and "Agreement Relating to Lease of Certain Real Property", copies of which are attached as **Exhibit 1** and **Exhibit 2**, respectively (hereinafter collectively referred to as the "Propane Lease"). Energy assigned its rights in the Propane Lease to Propane. Pursuant to the Propane Lease, Propane leases from Unitil, until March 15, 2048, Area A of the Site, as shown on the Modified Sketch Plan ("Sketch"), attached hereto as **Exhibit 3**, to operate a propane distribution facility. The Propane Lease grants Propane a right of first refusal to extend the Propane Lease to Areas B-1 and B-2 as shown on the Sketch, exercisable upon Unitil's agreement to sell to Propane its three propane tanks and related propane tank assets on the Site for \$26,537, and a second right of first refusal to extend the Propane Lease to Area C, as shown on the Sketch, exercisable upon Unitil's discontinuance of its use of Area C for pipe storage, all pursuant to the terms of paragraph 31 of the Ground Lease Agreement, **Exhibit 1**, and paragraph 1 of the Agreement Relating to Lease of Certain Real Property, **Exhibit 2** ("Right of First Refusal");

WHEREAS in 2011, Unitil listed the Site for sale or lease;

WHEREAS in 2012, Unitil entered into a Letter of Intent with a boatyard developer, New Yard LLC ("New Yard") for it to lease the entire Site from Unitil for a period of 50 years to develop and operate a boatyard facility, subject to all leasehold rights held by Propane under the terms of the Propane Lease as modified by this Agreement (including the Exhibits attached hereto), and to accept assignment of Unitil's interest in the Propane Lease ("Boatyard Lease");

WHEREAS New Yard desires to use Area C where approximately shown on the Sketch, **Exhibit 3**, and as may be more particularly delineated by on-site markers and a subsequent survey as part of its boatyard facility;

WHEREAS, Propane currently leases Area A and desires to buy the three propane tanks and to extend the Propane Lease to Area B-1 and B-2, and further desires to have a leasehold right of access over that part of Area C identified on the Sketch, **Exhibit 3**, as the Area C Access Area.

WHEREAS Unitil proposes that Propane exercise its Right of First Refusal as to the three propane tanks and related propane tank assets as specified in Exhibit "D" to the 2003 Ground Lease Agreement, for S26,537, with Propane's leasehold expanding thereby to Areas B-1 and B-2, and that Propane release any rights it may have to Area C, including its Right of First Refusal, subject to Unitil providing Propane a leasehold right of access over the Area C Access Area in accordance with the terms of the Propane Lease;

WHEREAS, Propane is willing to accept Unitil's proposal, but only upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Unitil and Propane agree as follows:

1. The parties shall mark the physical location of Area C and the Area C Access Area ("Locations"), which Locations shall control over the approximate locations of Area C and the Area C Access Area shown on the Sketch, **Exhibit 3**, and agree further that, at such time as the Locations are described by a mutually acceptable survey ("Survey") the Survey will control between the parties and as to the Propane Lease, and as to any subsequent agreement that Unitil may enter into with New Yard or any other third party.

2. Propane will disconnect its electrical service from Unitil's electrical service by June 1, 2013, unless alternative arrangements are made beforehand, either with Unitil or its Propane leasehold assignee.

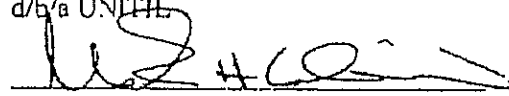
3. At such time as Unitil notifies Propane that it has assigned the Propane Lease to New Yard or its assignee ("Assignee"), Propane will add said Assignee as an additional insured in accordance with the terms of paragraph 5(a) of the Propane Lease (**Exhibit 1**).

4. Upon Propane's delivery to Unitil of \$26,537 by wire transfer of immediately available funds to a bank account specified by Unitil, and delivery of its duly executed Exercise of Right of First Refusal and Release of Rights to Area C, in the form attached as **Exhibit 4**, Unitil will deliver to Propane a duly executed Bill of Sale of the three propane tanks and related assets in the form attached as **Exhibit 5** (which incorporates the terms of Exhibit "D" to the 2003 Ground Lease Agreement), and a leasehold right of access over the Area C Access Area in the form attached as **Exhibit 6**, and will further, in due course thereafter, disconnect its piping to the three propane tanks.

5. The terms of the Propane Lease are modified by, but only to the extent of, the express terms of this Agreement and the Exhibits, Locations and Survey referenced herein.

DATED:

NORTHERN UTILITIES, INC.
d/b/a UNITHL



By:
Its:

TREASURER

DATED:

NGI-NE, LLC



By:

duly authorized

Brian K. Pauling
COO / NGLEP Midstream

EXHIBIT 1 to
Agreement and Modification
of 2003 Lease

Execution Copy

GROUND LEASE AGREEMENT

[Portland, Maine]

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into as of the 15th day of March, 2003 by and between Northern Utilities, Inc., a New Hampshire corporation, hereinafter referred to as "Lessor", and EnergyUSA Propane, Inc., a Delaware corporation, hereinafter referred to as "Lessee".

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties do hereby agree to the following, intending to be legally bound hereby:

1. **LEASED PREMISES.** Lessor is the owner of that certain land commonly known as Lot 2 Commercial Street located in Portland, Maine (the "Real Estate") and legally described on Exhibit "A" attached hereto. Subject to those matters, if any, set forth on Exhibit "B" attached hereto ("Permitted Exceptions"), Lessor does hereby lease unto Lessee that portion of the Real Estate as described and shown as Lease Area A on the sketch plan which is attached hereto as Exhibit "C" (the "Leased Premises"). During the term of this Lease, Lessee shall also have the non-exclusive, but unrestricted, right of ingress and egress to and from the Leased Premises over the portion of the Real Estate as shown on the sketch plan.

2. **TERM.** The initial term of this Lease shall be for a period of forty five (45) years commencing as of the date hereof. Thereafter, provided Lessee is not then in default under this Lease, this Lease shall automatically renew for successive one (1) year

periods unless either party terminates this Lease by giving written notice to the other at least sixty (60) days prior to the end of the then current renewal term.

3. USE. Lessee shall have the right to use the Leased Premises for the purpose of maintaining facilities and equipment, including without limitation, buildings, tanks, piping, pumps, drains, meters and valves (at, on, above and under the ground), for the storage, distributing, loading and unloading of propane gas (collectively the "Gas Facility") and, with the prior written consent of Lessor, which consent shall not be unreasonably withheld, other uses reasonably incident to the storage of propane and the provision of propane services (installations and service). In exercising its rights hereunder, Lessee shall not interfere or otherwise materially adversely affect the Real Estate or Lessor's operations thereon. Lessee acknowledges and agrees that Lessor has not made any representations or warranties as to the condition of the Leased Premises except as may be expressly provided in this Lease and that Lessee shall be responsible for securing any and all required or desired permits and approvals, including without limitation zoning, in order to operate the Gas Facility and Lessee's business at the Leased Premises.

4. RENT. Lessee agrees to pay to Lessor rent throughout the term of this Lease, which rent shall consist of the following:

A. Utility Charges. Lessee shall pay for the water, electric and other utilities, if any, used at the Leased Premises by, through or under Lessee. If the Leased Premises are not separately metered, Lessor shall invoice Lessee quarterly based upon Lessor's reasonable estimation of Lessee's utility consumption, which Lessor determination shall be deemed final and determinative. Notwithstanding the foregoing,

Lessor, upon sixty (60) days prior written notice to Lessee, may require Lessee, at Lessee's expense, to have the Leased Premises separately metered for the water, electric and other utilities. Additionally, Lessee reserves the right at any time to have the Leased Premises separately metered, at Lessee's expense.

B. Taxes. Lessee shall pay Lessee's proportionate share of the general real estate taxes and assessments levied and assessed from time to time, by, through or under a governmental entity against the Real Estate based upon the percentage of land area that the Leased Premises bears to the Real Estate; provided, however, any such proportionate share may be equitably adjusted by Lessor in the event of any material betterment or improvement to the Gas Facility or the Leased Premises by Lessee. Any such equitable adjustment or adjustment due to the inclusion of Expansion Leased Premises (as defined herein) shall also take into account the proportionate share of the tax year before and after which the adjustment event occurred. Lessor and Lessee hereby agree that, as of the date hereof, Lessee's proportionate share is twenty seven percent (27%). Lessee shall pay all taxes and assessments levied solely against Lessee's trade fixtures and personal property and equipment comprising the Facility located on the Leased Premises.

5. INSURANCE

A. Lessee's Insurance. Lessee shall, at all times during the term of this Lease, maintain and pay for the following insurance with a company or companies authorized to do business in the State of Maine and, upon written request of Lessor, deliver and maintain with Lessor at all times a current certificate of insurance evidencing said coverage: comprehensive public liability insurance in an amount not less than Two

Million Dollars (\$2,000,000.00) (to be increased from time to time as reasonably determined by Lessor), single limit, with respect to personal injury, death and property damage for any one occurrence. The policy shall name Lessee as the insured and Lessor as an additional insured and shall have attached thereto an endorsement which requires at least fifteen (15) days written notice to Lessor prior to cancellation, termination or modification. In the event of failure of Lessee to obtain or keep in force such insurance policy and remedy any such lapse in insurance coverage within thirty (30) days of the date Lessee receives written notice from Lessor, Lessor may obtain said insurance and Lessee shall pay the premium therefor and also reimburse Lessor for any expenditure for obtaining such insurance upon Lessor rendering a bill therefor.

B. Lessor's Insurance. Lessor shall, at all times during the term of this Lease, maintain and pay for the following insurance covering Lessor's adjoining land and personal property with a company or companies authorized to do business in the State of Maine and, upon written request of Lessee, deliver and maintain with Lessee at all times a current certificate of insurance evidencing said coverage: comprehensive public liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) (to be increased from time to time as reasonably determined by Lessee), single limit, with respect to personal injury, death and property damage for any one occurrence. The policy shall name Lessor as the insured and Lessee as an additional insured and shall have attached thereto an endorsement which requires at least fifteen (15) days written notice to Lessee prior to cancellation, termination or modification. In the event of failure of Lessor to obtain or keep in force such insurance policy and remedy any such lapse in insurance coverage within thirty (30) days of the date Lessor receives written notice from Lessee,

Lessee may obtain said insurance and Lessor shall pay the premium therefor and also reimburse Lessee for any expenditure for obtaining such insurance upon Lessee rendering a bill therefore.

C. Waiver of Subrogation. Lessor and Lessee each hereby waive any and every claim for recovery from the other for any and all loss of or damage to the Leased Premises or to the contents thereof, in the case of Lessee, or to the Real Estate or to the contents thereof, in the case of Lessor, which loss or damage is covered (or is required hereunder to be covered) by valid and collectible physical damage insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), Lessor and Lessee each agree to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

6. INDEMNITY.

A. Lessee's Indemnity. Lessee agrees that, to the extent not expressly prohibited by law, or caused by the negligent or willful misconduct of Lessor or Lessor's officers, agents or employees or arising out of a breach by Lessor of its covenants under this Lease, Lessee shall protect, indemnify and save Lessor and Lessor's officers, agents and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises arising out of or in connection with Lessee's use or occupancy of the Leased Premises, or arising from the negligence of Lessee, or its agents, contractors, servants, employees, or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and are not covered by the insurance to be maintained by Lessor and Lessee hereunder

B. Lessor's Indemnity. Lessor agrees that, to the extent not expressly prohibited by law, or caused by the negligent or willful misconduct of Lessee or Lessee's officers, agents or employees or arising out of a breach by Lessee of its covenants under this Lease, Lessor shall protect, indemnify and save Lessee and Lessee's officers, agents and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatever nature arising from injury to persons or damage to property on the Leased Premises arising out of or in connection with Lessor's ownership of the Real Estate or Lessor's activities, if any, on the Leased Premises, or arising from the negligence of Lessor, or its agents, contractors, servants, employees, or invitees, but only to the extent that all such obligations, liabilities, costs, damages, claims and expenses are not covered by the insurance required to be maintained by Lessor and Lessee hereunder.

7. MAINTENANCE AND REPAIR. During the term of this Lease, Lessee, at Lessee's expense, shall (i) make all necessary repairs and replacements and otherwise maintain the Gas Facility in good repair and operable condition and (ii) maintain the Leased Premises in a clean and safe condition. Lessor, at Lessor's expense, shall maintain (consistent with past practices) the route for ingress and egress to the Leased Premises. In the exercise of its obligation under this paragraph, Lessor shall use all reasonable efforts not to materially adversely affect the ingress and/or egress to the Leased Premises.

8. ALTERATIONS. Lessee, at Lessee's expense, may from time to time improve, modify, alter, adjust, expand or reduce the Gas Facility, including without limitation, installing new piping and pumps and constructing and installing a loading

facility for its business operations. Lessee, at Lessee's expense, may also improve, modify and alter the Leased Premises, including without limitation, grading and graveling, subject to the prior written approval of Lessor, which approval may be withheld in Lessor's sole discretion. Lessee shall be required to remove the Gas Facility and any such alterations and additions at the end of the term of this Lease; provided, however, Lessee shall not be obligated to (i) remove any buildings that were on the Leased Premises as of the date of this Lease or (ii) restore the land if altered with the consent of Lessor. Notwithstanding anything contained herein to the contrary, the Gas Facility shall be operated and operable as an independent operation from any and all operations of Lessor on the Real Estate.

9. NO LIENS. Lessee covenants and agrees that no mechanic's, construction or other lien shall be permitted to accrue or be perfected against the Leased Premises, the Real Estate or any part thereof for or on account of any action, matter or thing required or permitted to be done by Lessee under this Lease. If any mechanic's, construction or other lien is filed against the Leased Premises, the Real Estate, or any part thereof, for any reason arising by, through or under Lessee, then Lessee shall cause such lien to be canceled and discharged of record or bonded over within thirty (30) days after written request by Lessor. Further, Lessee shall indemnify and hold Lessor harmless from and against any loss which Lessor may sustain by reason of any such liens being filed against the Leased Premises; including reasonable attorneys' fees paid by Lessor as related to such lien.

10. SUBLETTING AND ASSIGNMENT. Lessee shall not (i) assign, convey or otherwise transfer this Lease, or any part thereof (ii) permit the assignment of

this Lease, or any part thereof, by operation of law or otherwise, (iii) sublet the Leased Premises, or any part thereof, or (iv) permit the use of the Leased Premises, or any part thereof, by any parties other than Lessee, its agents and employees, without Lessor's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Lessee shall, by notice in writing, advise Lessor of its intention to assign or sublet the Leased Premises, or any part thereof. Lessee's notice shall state the name and address of the proposed assignee or sublessee and a copy of the proposed assignment or sublease shall be delivered to Lessor with Lessee's notice. Notwithstanding the foregoing, Lessee shall have the right, without Lessor's prior written consent, to assign this Lease or sublet all, but not a portion, of the Leased Premises to a parent or subsidiary corporation of Lessee or to a successor by merger, acquisition or consolidation of Lessee, its parent or subsidiary or to a corporation acquiring all or substantially all of the assets of Lessee, its parent or subsidiary, provided any such transferee shall have a net worth and creditworthiness equal to or greater than the net worth and creditworthiness of Lessee as of the date hereof as reasonably determined by Lessor. Only in the event of an assignment by Lessee which does not require Lessor's consent hereunder and so long as any such assignee shall execute an instrument in writing (in form satisfactory to Lessor) fully assuming all of the obligations and liabilities imposed upon Lessee under this Lease and deliver the same to Lessor shall Lessee be relieved of liability from its obligations under this Lease arising from and after the effective date of such assignment. Any sale, assignment, sublease or transfer of this Lease which is not in compliance with the provisions of this paragraph shall be of no effect and void.

11. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any mortgages now or hereafter placed by Lessor on the parcel of which the Leased Premises are a part. Lessee hereby agrees to, and will upon demand by Lessor, execute and deliver to Lessor such documents as may be required to subordinate the rights and interests of Lessee created by this Lease to the lien of any present or future mortgage, or the purchaser at any foreclosure sale or at any sale under a power of sale contained in any such mortgage. Lessee shall attorn to and recognize any such mortgagee, trustee or other party as lessor in the event of foreclosure for the balance of the term, subject to all of the terms and conditions of this Lease. If Lessee is not in default of this Lease, its tenancy shall not be disturbed but shall continue in full force and effect. Lessor shall endeavor to obtain a subordination, non-disturbance and attornment agreement from the holders of any mortgages hereafter placed on the parcel of which the Leased Premises are a part.

The term "mortgage" includes mortgages, deeds of trust or similar instruments and all modifications, consolidations, extensions, renewals or replacements thereof or substitutes therefore.

12. GOVERNMENT REQUIREMENTS. During the term of this Lease, Lessee, at Lessee's expense, shall comply with the lawful requirements of all county, municipal, state and federal and other applicable governmental authorities arising as a result of Lessee's use and occupancy of the Leased Premises. Lessee shall not conduct nor permit to be conducted on the Leased Premises any business which is contrary to any public law, ordinance or governmental regulation.

13. CONDEMNATION/CASUALTY. If all or any part of the Leased Premises or a material portion of the Real Estate (such that there is no longer a viable means of ingress and egress to the Leased Premises as determined by Lessor) is condemned for any public use or purpose by any legally constituted authority, then in either such events this Lease shall terminate on the day when the Leased Premises or the Real Estate shall be so taken and rent shall be apportioned as of that date. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Lessor nor Lessee shall have any rights in or to any award made to the other by the condemning authority. As the Leased Premises consists of land only, Lessee shall have no right to terminate this Lease or otherwise be entitled to any abatement of rent or rent adjustment in the event of damage due to fire or other casualty to the Leased Premises. If any such damage is caused to the Leased Premises by Lessee, Lessee shall restore the Leased Premises to the same condition as existed immediately preceding the damage.

14. SURRENDER OF THE LEASED PREMISES. At the expiration of or sooner termination of this Lease, Lessee shall peaceably surrender the Leased Premises in the same condition and repair as existed as of the date of this Lease, except loss by condemnation. Lessee shall remove all of its trade fixtures, tanks and other equipment comprising the Gas Facility, whether or not installed by Lessee, from the Leased Premises, including that attached to, embedded in or under the land, but excluding any buildings that were on the Leased Premises as of the date of this Lease, and shall repair any damage to the Leased Premises caused thereby. Any such trade fixtures, tanks and

other equipment not removed by Lessee shall, at the option of Lessor, become the property of Lessor at the expiration of or earlier termination of this Lease or Lessor, at Lessee's expense, may remove and dispose of all such trade fixtures, tanks and other equipment without any liability to Lessee therefore and Lessee shall, upon demand of Lessor, reimburse Lessor for the cost of such removal and disposal.

15. SIGNS. Lessee, at Lessee's expense, may erect a sign identifying its business operations and the Gas Facility at the entrance to (but on) the Leased Premises; provided, however, that Lessee shall be solely responsible for obtaining all requisite permits and complying with all local rules, regulations and ordinances. Any such sign and the location thereof shall be subject to the prior written approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned.

16. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default" by Lessee:

A. Failure of Lessee to pay rent or any other monetary sum or liability for which Lessee is obligated hereunder on or before thirty (30) days after the date due or, in the event not a regular scheduled payment, on or before thirty (30) days after demand for payment is made by Lessor

B. Failure of Lessee to observe or perform any of the terms, covenants or conditions of this Lease and such default shall continue for thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, if the nature of the default is such that it cannot be cured within thirty (30) days, Lessee shall not be deemed in default provided Lessee has promptly commenced and diligently pursues the cure to completion thereafter, but in no event longer than ninety (90) days.

C. Any attempt to assign, sublet or otherwise transfer this Lease, except as otherwise expressly permitted by this Lease.

D. Lessee becomes the subject of voluntary or involuntary proceedings under the federal or state bankruptcy statutes in effect from time to time which proceeding has not been vacated within thirty (30) days.

E. Abandonment of the Leased Premises by Lessee. For purposes of this Lease, the Leased Premises shall be deemed abandoned if either Lessee has (x) deserted the Leased Premises or (y) ceased any and all operations of the Gas Facility on the Leased Premises for a period of two (2) years.

17. REMEDIES IN THE EVENT OF LESSEE'S DEFAULT. Upon an Event of Default, in addition to all other rights and remedies available in law or equity or granted elsewhere in this Lease, Lessor may, without notice or demand:

A. Terminate Lessee's right to possession with process of law without terminating this Lease and enter the Leased Premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the rent or other charges to be paid or the covenants to be performed by Lessee hereunder for the full term of this Lease, and Lessor may thereafter lease or sublease the Leased Premises for such rent as Lessor may obtain, crediting Lessee with the rent so obtained after deducting the costs Lessor incurs by such re-entry, leasing or subleasing, with Lessee paying the shortfall between the rent obtained by Lessor and the rent due hereunder, if any, as the rent hereunder becomes due and payable

B. Terminate this Lease and re-enter and take full and absolute possession of the Leased Premises free from any further right or claim by or against Lessee.

C. Bring an ejectment action against Lessee with costs and reasonable attorney's fees added.

All remedies provided for in this Lease shall be cumulative. Upon any such Event of Default in which Lessor terminates this Lease, such termination shall be effective upon recording with the Registry of Deeds of a Certificate executed by Lessor evidencing the termination of such lease, which Certificate shall be conclusive as to the matters set forth therein.

18. RESERVATION OF LESSOR'S RIGHTS.

A. No Waiver. The failure of Lessor to seek redress for violation of or to insist upon the strict performance of any term, covenant or condition of this Lease shall not be construed, taken or held to be a waiver, acquiescence in or consent to any further or succeeding violation of the same term, covenant or condition. The receipt and use by Lessor of rent with knowledge of the breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such breach. No provision of this Lease shall be deemed to have been waived by a party hereto unless such waiver be in writing and signed by such party. Lessor reserves the right to apply any payments toward delinquent rent, current rent, or any other amounts.

B. Access to Leased Premises. Lessor expressly reserves the right to enter onto the Leased Premises from time to time for purposes of installing, constructing, owning, maintaining, operating, repairing, altering, replacing, renewing and removing

any and all equipment and facilities used by Lessor in connection with Lessor's utility and energy business, including but not limited to any cathodic protection system or security system, located at, on, above or under the Leased Premises as of the date hereof or as may be installed hereafter as well as to perform any and all environmental remediation, including but not limited to, installing and maintaining any equipment necessary or desirable for the performance of any such environmental remediation.

19. QUIET ENJOYMENT. Lessor covenants and warrants that so long as no Event of Default exists and with the exception of the rights of any mortgagee to the extent Lessor is unable to secure a non-disturbance agreement, Lessee shall have quiet and peaceful enjoyment of the Leased Premises during the term of this Lease.

20. NOTICE. In every instance where it shall be necessary or desirable for Lessor or Lessee to serve notice under this Lease, such notice shall be sent either by United States Registered or Certified Mail, postage prepaid, reputable overnight courier service, postage prepaid, personal delivery or by facsimile transmission provided a hard copy is sent (post-marked) same day by regular mail to the parties at the addresses set forth below:

If to Lessor:

Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581
Attn: Vice President Operations
Tel. No. 508-836-7358
Fax No. 508-836-7075

With a copy to:

Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581

Attn: Legal Department
Tel. No.: 508-836-7000
Fax No.: 508-836-7039

If to Lessee.

EnergyUSA Propane, Inc.
500 Myles Standish Boulevard
Taunton, Massachusetts 02780
Attn: President
Tel. No. 508-884-3090
Fax No. 508-884-3092

with a copy to:

North American Propane, Inc.
707 East Main Street, Suite 1100
Richmond, Virginia 23218
Attn: Robert R. Kaplan
Tel. No. 804-649-2506
Fax No. 804-649-3444

Notice shall be considered complete upon three (3) business days after mailing, one (1) business day after being sent by overnight courier, or same day as received if sent by either personal delivery or by facsimile transmission.

21. RECORDING. Neither this Lease or a short form hereof shall be recorded unless consented to in writing by both parties. If consented to in writing by both parties, a mutually acceptable memorandum of lease may be recorded. The cost of recording such memorandum of lease shall be borne by the requesting party.

22. SUCCESSORS AND ASSIGNS. This Lease shall be binding upon and shall inure unto the benefit of the parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

23. SEVERABILITY. In the event that one or more provisions of this Lease shall be found to be unenforceable by law or in equity, the remainder of this Lease shall not be affected and shall remain in full force and effect.

24. DEFAULT BY LESSOR. In the event Lessor defaults in the performance of any of its obligations hereunder, and such default continues uncured (by Lessor or any mortgagee of Lessor) for thirty (30) days after written notice from Lessee to Lessor and to any mortgagee of Lessor for whom Lessee has been provided a name and address, then Lessee may pursue all of its rights and remedies at law and in equity. If such default is not reasonably capable of being cured within thirty (30) days, then the period for curing such default shall be extended as long as Lessor (or its mortgagee) has promptly commenced the cure and diligently pursues the cure to completion.

25. HOLDOVER. Should Lessee hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, unless otherwise agreed to in writing, such holding over shall constitute a tenancy from month to month only, and Lessee shall pay as monthly rental two hundred percent (200%) of the then current rent. Upon any holding over, all other terms and provisions of the Lease then in effect shall remain in effect. Such tenancy may thereafter be terminated by either Lessor or Lessee upon sixty (60) days written notice by either party to the other party.

26. HEADINGS. Headings or titles of the paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning construction or effect.

27. ENTIRE AGREEMENT. This Lease constitutes the sole understanding of the parties hereto and any amendments or additions shall be effective only when

reduced to writing and signed by the parties hereto. This Lease shall be governed by the laws of the State in which the Leased Premises are located.

28. FIXTURES. All trade fixtures, tanks and other equipment and inventory installed by Lessee at the Leased Premises shall remain the personal property of Lessee and shall be exempt from the claims of Lessor or any mortgagee or lien holder of Lessor without regard to the means by which the same are installed or attached.

29. ENVIRONMENTAL PROVISIONS.

A. Lessor Obligations. Lessor covenants and agrees to indemnify, defend and hold Lessee harmless from any and all damages, demands, claims, actions, causes of action, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' and consultants' fees and expenses, arising from or incurred by Lessee as a result of hazardous materials or toxic substances (as such terms may be defined under federal, state, or local law, defined herein as "Hazardous Materials") existing on the Leased Premises as of the date of this Lease. Lessor further covenants and agrees to comply on and after the date hereof with all legal requirements applicable to the use, utilization, handling, storage and transportation of any Hazardous Materials and covenants and agrees to indemnify, defend and hold Lessee harmless from any and all damages, demands, claims, actions, causes of action, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' and consultants' fees and expenses arising from or incurred by Lessee as a result of contamination of the Leased Premises or the Real Estate with Hazardous Materials on or after the date hereof, where such

contamination was caused by the acts or omissions of Lessor, Lessor's agents, contractors, servants, employees or invitees during the term of this Lease.

B. Lessee Obligations. Lessee covenants and agrees to comply with all legal requirements applicable to the use, utilization, handling, storage and transportation of any Hazardous Materials and covenants and agrees to indemnify, defend and hold Lessor harmless from any and all damages, demands, claims, actions, causes of action, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' and consultants' fees and expenses arising from or incurred by Lessor as a result of contamination of the Leased Premises or the Real Estate with Hazardous Materials, where such contamination was caused by the acts or omissions of Lessee, Lessee's agents, contractors, servants, employees or invitees during the term of this Lease.

C. Survival of Obligations. The representations, warranties and covenants contained herein shall continue and survive the termination of this Lease

30. BROKER'S FEES. Lessee and Lessor represent to each other that there are no brokerage commissions or fees due in connection with this Lease. In the event a claim for any brokerage commission or fee is made, the party through whom such claim is made shall indemnify the other party, including without limitation for reasonable attorney's fees.

31. RIGHT OF FIRST REFUSAL. As of the date hereof, Lessor and Lessee entered into that certain Right of First Refusal Agreement ("ROF Agreement") which ROF Agreement grants Lessee the right of first refusal to purchase those certain assets of Lessor set forth on Exhibit "D" attached hereto ("ROF Assets"). When, as and if Lessee exercises its right of first refusal to purchase the three (3) liquid propane storage

tanks listed as item (a) on Exhibit "D," Lessor and Lessee agree that the Leased Premises shall, as of the Closing Date (as defined in the ROF Agreement), be automatically expanded to include the land located in Lease Area B1 and Lease Area B2 (the "Area B Expansion Leased Premises") as identified on that certain "Sketch Plan in Portland, Maine" prepared by Hayes Engineering, dated 12/20/01, as revised through September 3, 2002 (the "Portland Sketch Plan"). In the event that Lessor shall determine, in its sole discretion, that it no longer requires the use of Lease Area C, as reflected on the Portland Sketch Plan, as a pipe storage yard in connection with the conduct of its utility business, Lessor shall provide written notice of such determination to the Lessee, specifying the date upon which it proposes to close the pipe storage yard located in Lease Area C (the "Storage Yard Closure Date"). Effective as of the Storage Yard Closure Date specified in such notice, the land subject to this Lease shall be automatically expanded to include the land located in Lease Area C (the "Area C Expansion Leased Premises," the Area B Expansion Leased Premises and the Area C Expansion Leased Premises are collectively referred to herein as the "Expansion Leased Premises"). The Expansion Leased Premises shall be subject to all of the terms, covenants, conditions and restrictions under this Lease and after the Closing Date in the case of the Area B Expansion Leased Premises and after the Storage Yard Closure Date in the case of the Area C Expansion Leased Premises, the term Leased Premises shall be deemed to include the Expansion Leased Premises. During the term of this Lease, Lessee shall have the non-exclusive, but unrestricted right of ingress and egress to and from the Expansion Leased Premises over the balance of the Real Estate.

32. FORCE MAJEURE. If either party shall be delayed or hindered or is prevented from the performance of any act required hereunder by reasons of war, fire or other casualty, an act of God, strike, lock-out, labor trouble, shortage of materials or equipment or inability to procure same failure of power restrictive governmental laws or regulations, riot, insurrection or other causes beyond the control of the party delayed, then performance of such act shall be excused for the period of such delay. This paragraph shall not excuse Lessee from the timely payment of rent or any other monetary charges required under this Lease.

33. TIME. Time is of the essence in this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

34. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be deemed or construed by Lessor, Lessee, or by any third party, to create the relationship of principal and agent, or of partnership or of joint venture between Lessor and Lessee, it being understood and agreed that neither the method of computation of rent, nor any other provision contained in this Lease, nor any acts of Lessor or Lessee shall be deemed to create any relationship between Lessor and Lessee other than the relation of landlord and tenant.

35. ATTORNEYS' FEES. Notwithstanding anything contained herein to the contrary, in the event that either party hereto brings legal action against the other arising out of this Lease, the prevailing party shall be entitled to recover from the other all costs of suit and reasonable attorneys' fees.

36. EXCAVATING AND GRADING. Lessee shall not dig any holes, make any excavations, do any soil removal or grading ("Soil Activity") on the Leased Premises without the prior written approval of Lessor. Lessor, in Lessor's sole discretion, upon receipt of any request by Lessee to perform Soil Activity, may provide Lessee with one or more conditions that Lessor will require in connection with the performance of the Soil Activity or may notify Lessee of Lessor's denial of approval, in Lessor's sole discretion, to perform all or any portion of the Soil Activity. Lessor shall respond to Lessee in writing within thirty (30) days of Lessee's request. Any failure by Lessor to respond within said thirty (30) days shall be deemed to be denial of approval. Lessee shall indemnify, defend and hold Lessor harmless from any and all damages, demands, claims, actions, causes of actions, assessments, costs, expenses, interest, penalties, fines, reasonable attorneys' fees and consultants' fees and expenses arising from or incurred by Lessor as a result of Lessee's Soil Activity, including but not limited to Lessee's failure to notify Lessor and comply with any and all conditions required by Lessor. Notwithstanding the foregoing, in the event of an emergency, Grantee shall endeavor to provide notice to Grantor but shall not require approval of Grantor prior to performing any such Soil Activity related to the emergency.

37. COUNTERPARTS. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written, intending to be legally bound hereby.

ATTEST:

LESSOR:

Northern Utilities, Inc.

By: Robert C. Foggo
Its: President & CEO

ATTEST:

LESSEE:

EnergyUSA Propane, Inc.

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written, intending to be legally bound hereby.

ATTEST:

LESSOR:

Northern Utilities, Inc.

By: _____

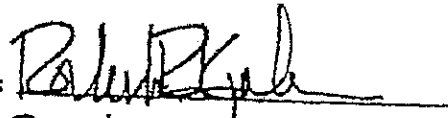
Its: _____

ATTEST:

LESSEE:

EnergyUSA Propane, Inc.


SECRETARY

By: 
Its: President

STATE OF OHIO

Franklin County, ss

March 13, 2003

Then personally appeared the above-named Robert C. Shaggs, Jr.
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
Northern Utilities, Inc., before me,



SHARON LEE BOOTH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-09-07

Sharon L. Booth Notary Public

My Commission Expires: 11-09-07

COMMONWEALTH OF MASSACHUSETTS

_____ ss

_____, 200__

Then personally appeared the above-named _____
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
EnergyUSA Propane, Inc., before me,

_____, Notary Public

My Commission Expires: _____

572767 1

STATE OF OHIO

_____, SS _____, 200__

Then personally appeared the above-named _____
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
Northern Utilities, Inc., before me,

_____, Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS Virginia

At Large, SS _____, March 13, 2003

Then personally appeared the above-named Robert R. Kaplan
as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of
EnergyUSA Propane, Inc., before me,

Brendon D. Catlin

Brendon D. Catlin Notary Public

My Commission Expires: May 31, 2004

5727671

EXHIBIT A

PARCEL 1.

A certain lot or parcel of land, with the buildings thereon, lying southerly of West Commercial Street, in said Portland, and westerly of Portland Bridge, so called, and bounded and described as follows:

Beginning at a point and monument on the line of the Portland Terminal Company location which said line was formerly the southerly line of the Maine Central Railroad Company location and which said point and monument are about two hundred and forty (240) feet westerly of the center line of a passage-way leading from West Commercial Street to said Gas Company's works, thence easterly by said line of said Portland Terminal Company location, about five hundred and forty-seven (547) feet to the point of intersection of said line with the westerly boundary of the property of said Portland Terminal Company lying southeast of the lot hereby conveyed, thence southwesterly by said westerly boundary and by the line that was formerly the northerly location line of the Eastern division of the Boston and Maine Railroad in its southwesterly course toward Turner's Island, about five hundred and twenty (520) feet to the land of said Terminal Company lying southwest of the lot hereby conveyed, thence northwesterly by said Portland Terminal Company's land about three hundred and ninety-two (392) feet to the point begun at.

Meaning and intending hereby to convey a lot of land triangular in shape containing about one hundred and three thousand, five hundred and forty-six (103,546) square feet and being entirely surrounded by the land of said Portland Terminal Company.

PARCEL 2.

A certain lot of land in said Portland adjacent to the southwesterly side of land now occupied by the Gas Plant of said Portland Gas Light Company, situated southeasterly of West Commercial Street, opposite the foot of Beach Street, bounded as follows: Beginning at a granite monument at the most southerly corner of said gas plant lot westerly of the formerly Portland Saco & Portsmouth Railroad; thence northwesterly along the southwesterly side line of said gas plant lot three hundred ninety-two and fifty-six hundredths (392.56) feet to a granite monument at the most westerly corner of said gas plant lot, this last mentioned monument being twenty-four and five tenths (24.5) feet southeasterly, measured at right angles from the base line of location of the Portland & Kennebec Railroad Company, adopted May 1, 1865, and recorded in the Cumberland County Commissioner's Records of Railroad Locations, Book 1, Page 38; thence southwesterly on a straight line parallel with said base line of location, a distance of one hundred eighty and ninety-seven hundredths (180.97) feet to a concrete monument; thence southeasterly on a straight line parallel with and one hundred sixty-five (165) feet distant southwesterly, measured at right angles from the aforesaid southwesterly line of said gas plant lot, a distance of four hundred thirty-five and seventy-six hundredths (436.76) feet to concrete monument; thence northeasterly on a straight line one hundred sixty-seven and nine tenths (167.9) feet to point of beginning containing sixty-eight thousand three hundred forty (68,340) square feet of land more or less.

Being the same premises conveyed to the said Gas Company by Portland Terminal Company by deed dated December 22, 1925 and recorded in said Registry of Deeds in Book 1222, Page 188.

Exhibit "B"
[Portland - Ground Lease]

Permitted Exceptions

1. Rights and privileges in favor of the Proprietors of the Cumberland and Oxford Canal and the Portland, Portsmouth and Saco Railroad referred to in a deed from Caleb S. Hatch, Executor of the Estate of Sarah C. Smith, to Charles L. Clapp, dated February 4, 1807 and recorded in the Cumberland Registry of Deeds in Book 195, Page 521, and in a deed from John Brackett to Charles L. Clapp, dated February 4, 1847 and recorded in the Cumberland County Registry of Deeds in Book 201, Page 265.
2. Rights and easements granted to Joseph McKeen and John Patten, as Trustees *v/b/o* the Kennebec and Portland Railroad, by James B. Brown, et al., in an instrument dated June 12, 1863 and recorded in the Cumberland County Registry of Deeds in Book 322, Page 194.
3. Condition regarding maintenance of a fence set forth in a deed from Portland Terminal Company to Portland Gas Light Company dated December 22, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1222, Page 188.
4. Rights and easements granted to Central Maine Power Company and New England Telephone and Telegraph Company by Portland Gas Light Company in an instrument dated November 1, 1951 and recorded in the Cumberland County Registry of Deeds in Book 2070, Page 128.
5. Rights and easements granted to Central Maine Power Company by Portland Gas Light Company in an instrument dated January 6, 1956 and recorded in the Cumberland County Registry of Deeds in Book 2276, Page 265.
6. Rights and easements granted to Koppers Company, Inc. by Portland Gas Light Company in an instrument dated June 7, 1966 and recorded in the Cumberland County Registry of Deeds in Book 2963, Page 234.
7. Rights and easements granted to Central Maine Power Company by Northern Utilities, Inc. in an instrument dated September 2, 1982 and recorded in the Cumberland County Registry of Deeds in Book 5061, Page 229.
8. The resting deed from Charles L. Clapp to Portland Gas Light Company dated December 13, 1849 and recorded in the Cumberland County Registry of Deeds in Book 35, Page 245 conveyed property by book and page references only. The first parcel conveyed in that deed contained an incorrect page reference of Page 397. The correct page reference should have been Page 379. This appears to be clearly a scrivener's error.

9. Access to the premises from Commercial Street across the land now or formerly of Portland Terminal Company was reserved by Portland Gas Light Company in a deed to Portland and Kennebec Rail Road Company dated October 6, 1865 and recorded in the Cumberland County Registry of Deeds in Book 346, Page 376 and in a deed to Maine Central Railroad Company dated May 5, 1897 and recorded in the Cumberland County Registry of Deeds in Book 648, Page 488.

10. The Grantor and Grantee indices in the Cumberland County Registry of Deeds were run for Portland Gas Light Company to December 28, 2001. As for Northern Utilities, Inc., as well as Bay State of New Hampshire, Inc. and Allied New Hampshire Gas Company, however, only the Grantor index was run from 1966, the date of the merger of Portland Gas Light Company with various other Maine corporations in which the surviving corporation was Northern Utilities, Inc., a Maine corporation, to December 28, 2001, and only instruments referencing property in Portland or referencing no property location at all were reviewed.

SKETCH PLAN IN PORTLAND, MAINE

SCALE 1" = 100'

HAYES ENGINEERING, INC.
CIVIL ENGINEERS &
LAND SURVEYORS



DECEMBER 20, 2001

603 SALEM STREET
WAREFIELD, MASS. 01880
TEL (781) 248-2800

SHOWING LEASE AREAS

REVISIONS:

FEBRUARY 6, 2002
LEASE AREAS CHANGED

SEPTEMBER 3, 2002
LEASE AREAS CHANGED

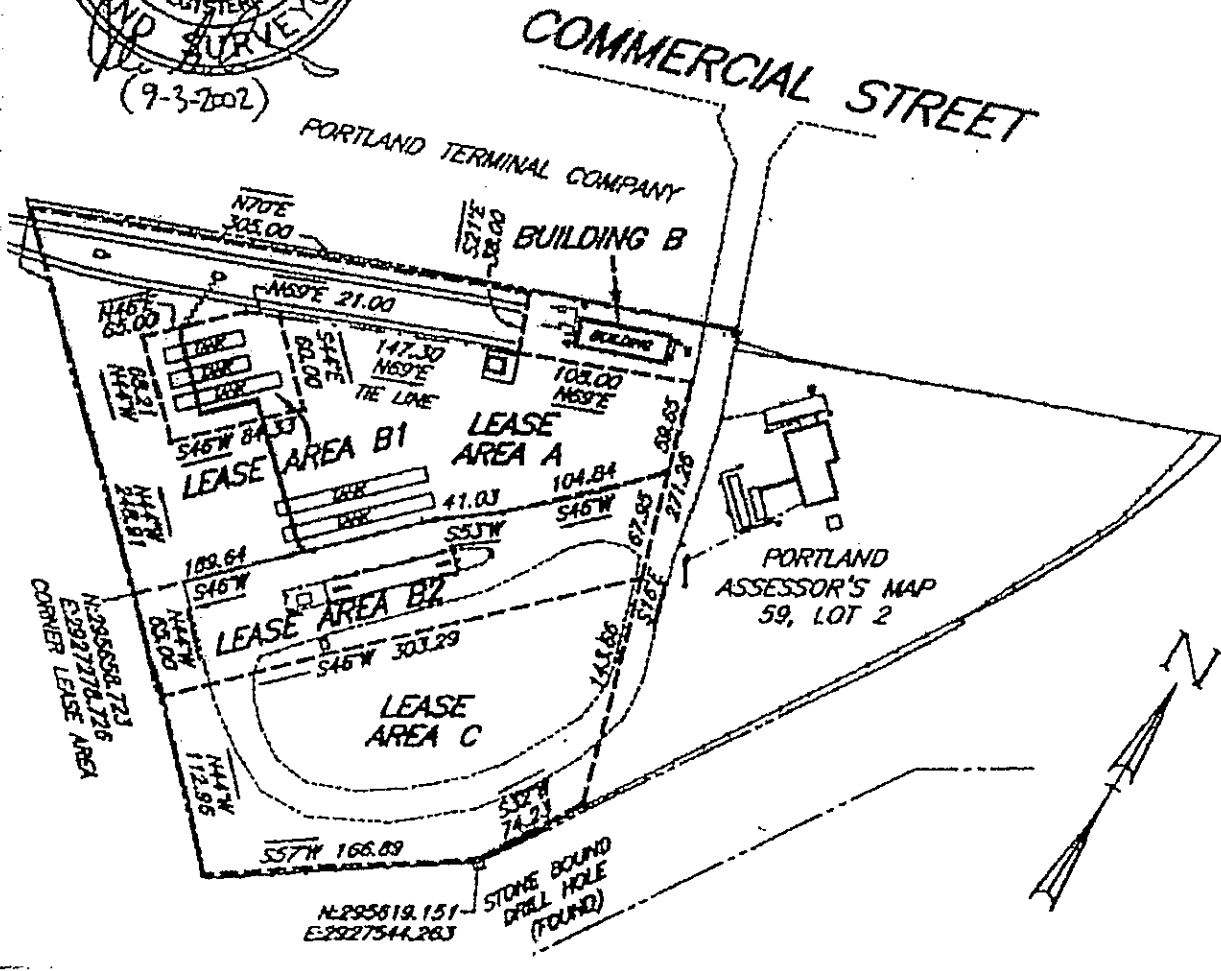
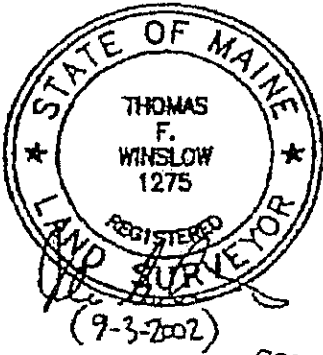


Exhibit "D"
[Portland-Ground Lease]

Description of Assets located at Lot 2, Commercial Street, Portland, Maine subject to a Right of First Refusal:

- (a) Three (3) 30,000-gallon liquid propane storage tanks (above ground), located on "Lease Area B1," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/02, as revised through September 3, 2002 (the "Portland Sketch Plan");
- (b) Lot perimeter fencing surrounding "Lease Area A" and outside of "Lease Area A," as identified on the Portland Sketch Plan;
- (c) Remote gas detection equipment located in fenced areas identified on the Portland Sketch Plan;
- (d) Liquid propane filling stations located next to the 60,000-gallon liquid propane storage tanks referred to in (a)
- (e) All improvements, after the date of this Agreement, to the buildings and structures listed above.

Excluded Assets:

- (a) The peak shaving/compressor building, located outside of "Lease Area A," "Lease Area B1," "Lease Area B2" and "Lease Area C," as identified in the Portland Sketch Plan, is expressly excluded from, and is not subject to, a right of first refusal; and
- (b) The utility regulator building (Building B), located north of "Lease Area A" and east of "Lease Area B1," as identified on the Portland Sketch Plan, is expressly excluded from, and is not subject to, a right of first refusal.

12/3/02 v1 F

DC.DOC31121794.J

BILL OF SALE

THIS BILL OF SALE is made as of March 15th, 2003 (this "Bill of Sale") by Northern Utilities, Inc., a New Hampshire corporation (the "Seller"), in favor of EnergyUSA Propane, Inc., a Delaware corporation (the "Buyer").

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. **Sale of Assets** The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, its successors and assigns, all of the Seller's right, title and interest in and to (1) those assets located at Lot 2 Commercial Street, Portland, Maine and identified as "Purchased Assets" on Schedule 1 hereto, but not including any assets identified as "Excluded Assets" on Schedule 1 hereto, and (2) the vehicles listed on Schedule 2 hereto (collectively, the "Purchased Assets").

2. **Purchase Price** The aggregate purchase price for all of the Purchased Assets shall be \$66,372. The Purchase Price shall be payable on the date hereof by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by the Seller to the Buyer in connection with the delivery of this Bill of Sale.

3. **Absence of Liens** The Seller represents to the Buyer that it has good and marketable title to the Purchased Assets, free and clear of all liens, claims, security interests, charges and other encumbrances and all rights of third parties of any type of description (collectively, "Liens") and that this Bill of Sale is valid and effective to transfer and assign to the Buyer good and marketable title to the Purchased Assets, free and clear of all Liens.

4. **Condition of the Purchased Assets** The Seller represents and warrants that the liquid propane storage tanks included in the Purchased Assets are in good working order and condition, ordinary wear and tear excepted.

5. **Appointment of Buyer as Attorney in Fact** The Seller hereby irrevocably makes, constitutes and appoints the Buyer as its true and lawful attorney, with full power of substitution, in its name or stead, but on behalf of and for the benefit of the Buyer, to demand and receive from time to time any and all of the Purchased Assets hereby sold, assigned, transferred or conveyed or intended so to be, to give receipts, releases and acquittances for or in respect of the Purchased Assets or any part thereof, and from time to time to institute and prosecute in the name of the Seller or in the name of the Buyer, its successors or assigns, as the legal attorney-in-fact of the Seller hereunto duly authorized, for the benefit of the Buyer, its successors, or assigns, any and all proceedings at law, in equity or otherwise, that the Buyer, its

successors or assigns may deem proper for the enforcement of any claim or right of any kind hereby sold, assigned, transferred or conveyed or intended so to be, and to do all acts and things in relation to the Purchased Assets that the Assignee, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

6. Further Assurances The Seller hereby covenants that, at any time from time to time after the delivery of this Bill of Sale, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney, and assurances as the Buyer may reasonably require more effectively to convey, transfer to or vest in the Buyer the Purchased Assets or better to enable the Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Bill of Sale.

7. Execution in Counterparts This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8. Governing Law This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine (without giving effect to conflict of law principles).

Northern Utilities, Inc.
as Seller

By: Robert C. Skaggs, Jr.
Name: Robert C. Skaggs, Jr.
Title: President & CEO

Accepted and Acknowledged as of
this day of March, 2003

EnergyUSA Propane, Inc.
as Buyer

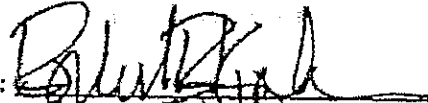
By: _____
Name:
Title:

Northern Utilities, Inc.
as Seller

By: _____
Name:
Title:

Accepted and Acknowledged as of
this 15th day of March, 2003

EnergyUSA Propane, Inc.
as Buyer

By: 
Name: Robert R. Kopyan
Title: President

SCHEDULE 1

Assets Located at Lot 2 Commercial Street, Portland, Maine

A. Purchased Assets:

1. Two 60,000 -gallon liquid propane storage tanks (above ground), located at the northwest end of "Lease Area A," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/01 as revised through September 3, 2002 (the "Portland Sketch Plan"), together with all related equipment and piping attached to those tanks, and
2. One Corken liquid propane gas pump located in the vicinity of the tanks described above.
3. The railroad sidings and unloading towers located in Lease Area A in the Portland Sketch Plan.

B. Excluded Assets:

All other buildings, structures, equipment and attached piping not identified under A, above, including but not limited to three 30,000-gallon liquid propane gas storage tanks (above ground), located outside of Lease Area A.

SCHEDULE 2

Transferred Vehicles:

Location	Vehicle	#	Year	Make/model	Type	Vehicle VIN#	Vehicle Weight	Tank Size	Purchase Price (\$)
Eliot	LP	31	1990	Chev/CK2090	Pick-up	1GCGK24K1LE180175	9,000	N/A	2,000
Portland	LP	65	1997	Ford F350	Utility	JFBEFJ8G6VMA67987	11,000	N/A	10,000
Portland	LP	66	1990	Ford F350	Utility	1FDHF38G6LNB22398	9,000	N/A	1,000
Portland	LP	70	1997	Chevy CK1500	Pick-up	1GCEK1988VE201457	6,000	N/A	10,000

DC\DOCS\128795.4

EXHIBIT 2 to
Agreement and Modification
of 2003 Lease

Execution Copy

AGREEMENT RELATING TO THE
LEASE OF CERTAIN REAL PROPERTY

This Agreement (this "Agreement") is entered into as of this ^{7th} 25 day of March, 2003, between Northern Utilities, Inc., a New Hampshire corporation (the "Grantor"), and EnergyUSA Propane, Inc., a Delaware corporation (the "Grantee").

WHEREAS, the Grantor and the Grantee have entered into, as of the date hereof, a Ground Lease Agreement (the "Ground Lease Agreement"), pursuant to which the Grantor has agreed to lease to the Grantee a portion of the real property located at Lot 2 Commercial Street, Portland, Maine (the "Leased Premises"), and a Bill of Sale pursuant to which the Grantor has conveyed to the Grantee certain personal property located on the Leased Premises (the "Bill of Sale"); and

WHEREAS, the Grantor has retained its right, title and interest in and to certain other assets located on real property adjacent to the Leased Premises, as more fully described on Schedule 1 to this Agreement (the "Assets"); and

WHEREAS, the Grantor desires to grant to the Grantee, and the Grantee desires to obtain from the Grantor, a right of first refusal to acquire the Assets, and to provide for the lease to the Grantee of certain additional real property adjacent to the Leased Premises, subject to the terms and conditions set forth herein; and

WHEREAS, the Grantor and the Grantee desire to provide for the operation and maintenance of the propane storage tanks located on the Leased Premises during a transitional period;

NOW THEREFORE, in consideration of the covenants and agreements contained in the Ground Lease Agreement and the Bill of Sale and for other good and valuable consideration, the Grantor and the Grantee agree as follows:

1. Grant of Right of First Refusal

(a) Grant of Right of First Refusal The Grantor hereby grants to the Grantee, subject to the terms and conditions set forth herein, a right of first refusal (the "Right of First Refusal") to purchase any or all of the Assets, at a purchase price equal to the depreciated book value of such Assets as of the last day of the calendar quarter preceding the date of purchase, in each case as reflected in the books and records of the Grantor. Information relating to the depreciated book value, as of October 29, 2002, of the Assets is included in the description of the Assets on Schedule 1 to this Agreement.

(b) Exercise Procedure Subject to Section 1(d) below, in the event that the Grantor shall determine, in its sole discretion, that any of the Assets is no longer required for the conduct of its utility business, the Grantor shall provide written notice of that decision to the Grantee, identifying the Asset or Assets that are available for sale and indicating the amount of the

purchase price for each of the Assets, as applicable, as determined in accordance with Section 1(a) of this Agreement (each a "Notice of Sale"). If the Grantee elects to exercise its right of first refusal to purchase any or all of the Assets identified in a Notice of Sale, the Grantee shall provide written notice of such exercise within forty-five (45) days of its receipt of such Notice of Sale, identifying those Assets that it elects to purchase (each an "Exercise Notice") and specifying the closing date for such purchase, which date shall be no later than fifteen (15) days following the date of delivery of such Exercise Notice (the "Closing Date"). On the Closing Date, (a) the Grantee shall pay the purchase price for the Assets being acquired by the Grantee, by wire transfer of immediately available funds to a bank account specified for that purpose by the Grantor, and (b) the Grantor shall execute and deliver to the Grantee a bill of sale, substantially in the form of Exhibit A, pursuant to which the Grantor shall convey to the Grantee all of Grantor's right, title and interest in the Assets being acquired by the Grantee. The Grantee acknowledges and agrees that the Assets shall be conveyed "as is," with no representations or warranties with respect to the Assets being given by the Grantor, except for the representation that the Assets so conveyed are owned by the Grantor, as of the Closing Date, free and clear of any liens or encumbrances arising out of the acts or omissions of the Grantor prior to the Closing Date. If the Grantee fails to provide an Exercise Notice to the Grantor within forty-five (45) days of its receipt of a Notice of Sale, the Grantee shall be conclusively deemed to have elected not to exercise its Right of First Refusal with respect to the Assets identified in the Notice of Sale, and the Grantor shall be free to sell or otherwise dispose of those Assets free of the Right of First Refusal.

(c) Agreement to Lease Additional Property adjacent to the Leased Premises In the event that the Grantee exercises its right of first refusal to purchase the three liquid propane gas storage tanks referred to in paragraph (a) of Schedule 1 to this Agreement, the real property subject to the Ground Lease Agreement shall be automatically expanded, as of the Closing Date and in accordance with the terms and conditions of the Ground Lease Agreement, to include the real property located in Lease Areas B1 and B2 on the "Sketch Plan in Portland, Maine Showing Lease Areas" by Hayes Engineering, dated December 20, 2001, as revised through September 3, 2002, attached as Schedule 2 to this Agreement (the "Portland Sketch Plan"), with no further action being required on the part of the Grantor or Grantee. In the event that the Grantor shall determine, in its sole discretion, that it no longer requires the use of Lease Area C, as reflected on Schedule 2, as a pipe storage yard in connection with the conduct of its utility business, the Grantor shall provide written notice of such determination to the Grantee, specifying the date upon which it proposes to close the pipe storage yard located in Lease Area C (the "Storage Yard Closure Date"). Effective as of the Storage Yard Closure Date specified in such notice, the real property subject to the Ground Lease Agreement shall be automatically expanded, in accordance with the terms and conditions of the Ground Lease Agreement, to include the real property located in Lease Area C on Schedule 2 to this Agreement.

(d) Effect of Use of Assets for Non-Utility Purposes The Grantor shall not enter into an agreement with any person or entity pursuant to which such person or entity shall have the right (i) to lease or otherwise use some or all of the Assets in connection with the distribution or sale of propane gas during the period beginning on October 1st and ending on April 30th of any year (a "Winter Lease"), without first having complied with the procedures set forth in Section 1(b), or (ii) to lease or otherwise use the Assets in connection with the distribution or sale of propane gas during the period beginning on May 1st and ending on September 30th of any year

(a "Summer Lease"), without first having given the Grantee the right to lease or use the Assets at the same cost and on substantially the same terms and conditions as have been agreed upon between the Grantor and such other person and entity. Notwithstanding the provisions of the first sentence of Section 1(b), any proposal by the Grantor to enter into a Winter Lease shall be deemed to constitute a determination by the Grantor that the Asset or Assets subject to that Winter Lease are no longer required for the conduct of its utility business. In the event that the Grantor proposes to enter into a Summer Lease, the Grantor shall provide written notice of that decision to the Grantee, identifying the Asset or Assets that are to be subject to the Summer Lease and indicating the amount of the rental or storage charges payable under, the term, and any other material terms and provisions of, the proposed Summer Lease (each a "Notice of Summer Lease"). The Grantee shall have the right to lease or otherwise use the Asset or Assets subject to the proposed Summer Lease on the same terms and conditions specified in the Notice of Summer Lease, upon written notice to the Grantor within ten (10) business days of the Grantee's receipt of such Notice of Summer Lease. If the Grantee fails to provide such notice to the Grantor within ten (10) business days of the Grantee's receipt of a Notice of Summer Lease, the Grantee shall be conclusively deemed to have elected not to exercise its right to lease or otherwise use the Assets on the terms and conditions specified in the Notice of Summer Lease, and the Grantor shall be free to enter into a Summer Lease with any other person or entity within forty-five (45) days of the date of its Notice of Summer Lease on terms and conditions no more favorable to such person or entity than the terms and conditions specified in such Notice of Summer Lease.

2. Use of Unloading Station and Towers Upon the Grantee's request, the Grantor shall permit the Grantee the use of the liquid propane filling stations located outside of the Leased Premises for the purpose of loading and unloading liquid propane into the tanks owned by the Grantee located on the Leased Premises. In exchange for such right, the Grantee, upon the Grantor's request, shall permit the Grantor to use the railroad sidings and rail unloading towers located on the Leased Premises for the purpose of loading and unloading liquid propane gas into the propane tanks owned by the Grantor, located outside of the Leased Premises. Each party shall coordinate with the other party the schedule on which it proposes to use the unloading facilities.

3. Notices All notices required to be given pursuant to this Agreement shall be given either (a) by United States registered or certified mail, postage prepaid, (b) by reputable overnight courier, postage prepaid, (c) by personal delivery, or (d) by facsimile transmission, provided that a hard copy is sent (post-marked) the same day by regular mail or by overnight courier to the parties at the addresses set forth below:

If to Grantor:

Northern Utilities, Inc.
c/o Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581
Attn: Vice President-Operations
Tel. No. 508-836-7358
Fax No. 508-836-7075

with a copy to:

Northern Utilities, Inc.
c/o Bay State Gas Company
300 Friberg Parkway
Westborough, Massachusetts 01581
Attn: Legal Department
Tel. No. 508-836-7000
Fax No. 508-836-7039

If to Grantee:

EnergyUSA Propane, Inc.
500 Myka Standish Boulevard
Taunton, Massachusetts 02780
Attn: President
Tel. No. 508-884-3090
Fax No. 508-884-3092

with a copy to:

North American Propane, Inc.
707 East Main Street, Suite 1100
Richmond, Virginia 23218
Attn: Robert R. Kaplan
Tel. No. 804-649-2506
Fax No. 804-649-3444

or to such other address or addresses as may be specified from time to time for such purpose by notice given by either party to the other party pursuant to this Section 3. Notice given pursuant to this Section 3 shall be deemed delivered or received ten (10) business days after mailing, one (1) business day after delivery to an overnight courier, or the same day as received, if sent by either personal delivery or facsimile transmission.

4. Assignment The Grantee shall have the right to assign its rights and obligations under this Agreement to any person or entity that acquires all or substantially all of the propane assets of the Grantee.

5. Execution in Counterparts This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth in the first paragraph.

NORTHERN UTILITIES, INC.

By: Robert C. Slagg, Jr.
Name: Robert C. Slagg, Jr.
Title: President & CEO

ENERGYUSA PROPANE, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth in the first paragraph.

NORTHERN UTILITIES, INC.

By: _____
Name:
Title:

ENERGYUSA PROPANE, INC.

By: Robert T. Kaplan
Name: ROBERT T. KAPLAN
Title: PRESIDENT

EXHIBIT A
(To Form of Agreement Relating to the Lease
of Certain Real Property)

FORM OF BILL OF SALE

THIS BILL OF SALE is made as of _____, _____ (this "Bill of Sale") by Northern Utilities, Inc., a New Hampshire corporation (the "Seller"), in favor of _____, a _____ corporation (the "Buyer").

WHEREAS, the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. **Sale of Assets** The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, its successors and assigns, all of the Seller's right, title and interest in and to all of the assets identified as "Purchased Assets" on Schedule 1 hereto (the "Purchased Assets"), but not including any assets identified as "Excluded Assets" on Schedule 1 hereto.
2. **Purchase Price** The aggregate purchase price for all of the Purchased Assets shall be _____. The Purchase Price shall be payable on the date hereof by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by the Seller to the Buyer in connection with the delivery of this Bill of Sale.
3. **Absence of Liens** The Seller represents to the Buyer that it has good and marketable title to the Purchased Assets, free and clear of all liens, claims, security interests, charges and other encumbrances and all rights of third parties of any type of description (collectively, "Liens") and that this Bill of Sale is valid and effective to transfer and assign to the Buyer good and marketable title to the Purchased Assets, free and clear of all Liens.
4. **Condition of the Purchased Assets** The Buyer acknowledges and agrees that the Purchased Assets are being sold by the Seller "as is" without any representation or warranty as to their condition and that the Buyer has sought the advice of a competent person or is relying on its own judgment as to the condition of the Purchased Assets.
5. **Appointment of Buyer as Attorney in Fact** The Seller hereby irrevocably makes, constitutes and appoints the Buyer as its true and lawful attorney, with full power of substitution, in its name or stead, but on behalf of and for the benefit of the Buyer, to demand and receive from time to time any and all of the Purchased Assets hereby sold, assigned, transferred or conveyed or intended so to be, to give receipts, releases and acquittances for or in respect of the Purchased Assets or any part thereof, and from time to time to institute and prosecute in the name of the Seller or in the name of the Buyer, its successors or assigns, as the legal attorney-in-fact of the Seller thereunto duly authorized, for the benefit of the Buyer, its

successors, or assigns, any and all proceedings at law, in equity or otherwise, that the Buyer, its successors or assigns may deem proper for the enforcement of any claim or right of any kind hereby sold, assigned, transferred or conveyed or intended so to be, and to do all acts and things in relation to the Purchased Assets that the Assignee, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

6. Further Assurances The Seller hereby covenants that, at any time from time to time after the delivery of this Bill of Sale, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney, and assurances as the Buyer may reasonably require more effectively to convey, transfer to or vest in the Buyer the Purchased Assets or better to enable the Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Bill of Sale.

7. Execution in Counterparts This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8. Governing Law This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine (without giving effect to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date and year set forth in the first paragraph.

Northern Utilities, Inc.
as Seller

By: _____
Name:
Title:

Accepted and Acknowledged as of
this ____ day of March, 2003

EnergyUSA Propane, Inc.,
as Buyer

By: _____
Name:
Title:
1246321 F

SCHEDULE 1

Description of Assets Subject to Right of First Refusal

Assets Located at Lot 2, Commercial Street, Portland, Maine:

- (a) Three (3) 30,000-gallon liquid propane storage tanks (above ground), located on "Lease Area B1," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/02, as revised through September 3, 2002 (the "Portland Sketch Plan");
- (b) Lot perimeter fencing surrounding "Lease Area A" and outside of "Lease Area A," as identified on the Portland Sketch Plan;
- (c) Remote gas detection equipment located in fenced areas identified on the Portland Sketch Plan;
- (d) Liquid propane filling stations located next to the 60,000-gallon liquid propane storage tanks referred to in (a)
- (e) All improvements, after the date of this Agreement, to the buildings and structures listed above.

The following assets are expressly excluded from, and not subject to, a right of first refusal:

- (a) The peak shaving/compressor building, located outside of "Lease Area A," "Lease Area B1," "Lease Area B2" and "Lease Area C," as identified in the Portland Sketch Plan; and
- (b) The utility regulator building (Building B), located north of "Lease Area A" and east of "Lease Area B1," as identified on the Portland Sketch Plan.

Aggregate Depreciated Book Value at 10/29/02
of Assets Subject to Right of First Refusal:

\$ 26,537

SCHEDULE I

ATTACHMENT A

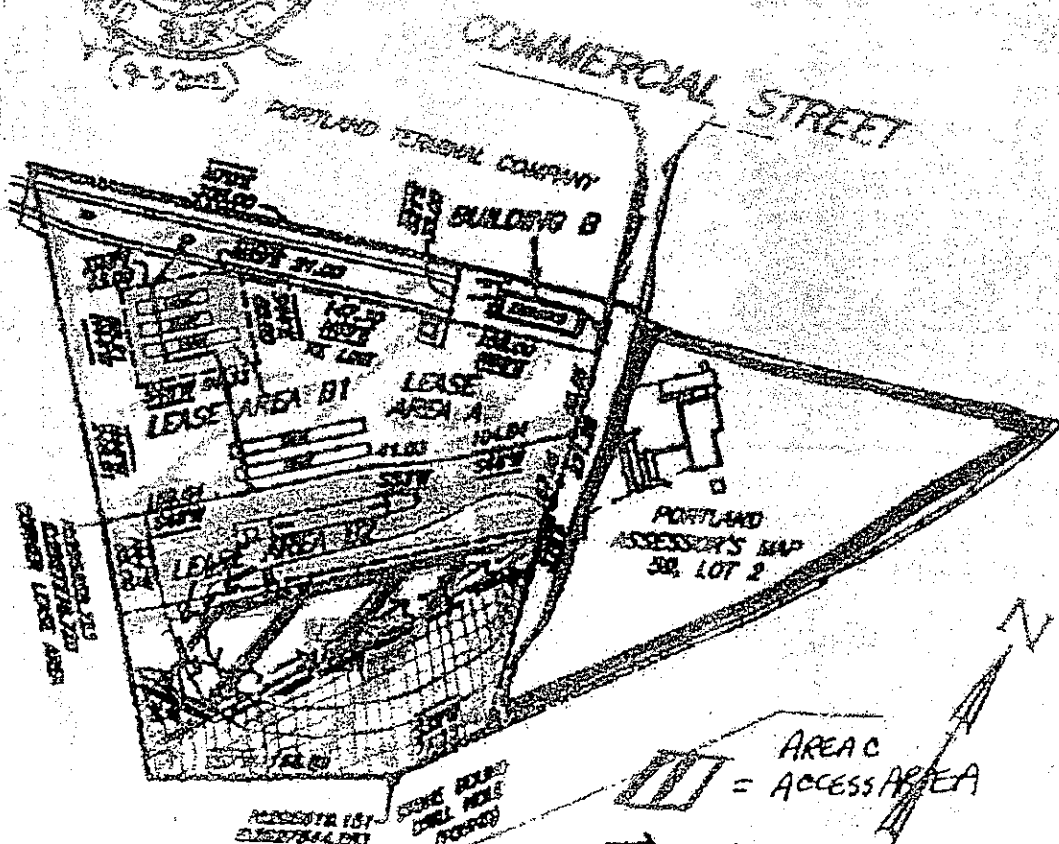
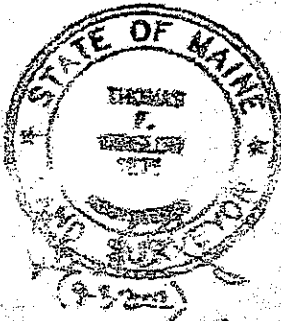
SKETCH PLAN IN PORTLAND, MAINE

SCALE: 1" = 100'
NOT DRAWING TO SCALE
AND DIMENSIONS
AND SHOWN



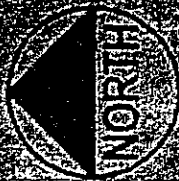
REVISIONS
REVISION 1: 2012
REVISION 2: 2012
REVISION 3: 2012

SHOWING LEASE AREAS



AREA C
= ACCESS AREA
→ = APPROX. LOCATION
OF ACCESSWAY

LEASE LINE COORDINATES ARE APPROXIMATE AND BASED ON TAX MAP DATA FOR THE CITY OF PORTLAND. FORMAL BOUNDARY SURVEY WILL BE REQUIRED TO ESTABLISH FINAL LEASE LIMITS. COORDINATES BASED ON MAINE WEST NAD83.



DELETED LINE
MARKED BY DND
ON 04/16/2012

FIGURE	A
DRAWN	CMV
DATE	FEB 2012
DESIGNED	RAY
SCALE	1" = 50'
CHECKED	RAY
JOB NO.	3091
FILE NAME	3091-FEB 06 2012

**PRELIMINARY
LEASE LINE
EXHIBIT**

**NEW BOATYARD LLC
58 FORE STREET
PORTLAND, ME 04101**

DeLuca-Hobman Associates, Inc.
779 MAIN STREET, SUITE 6
SOUTH PORTLAND, ME 04106
207.776.1121
WWW.DELUCAHOBBMAN.COM



EXHIBIT 4

to Agreement and Modification of 2003 Lease

**Exercise of Right of First Refusal and
Release of 2003 Lease Rights to Area C**

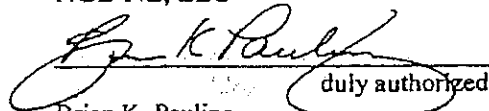
In accordance with the provisions of the Ground Lease Agreement and its Paragraph 31, **Exhibit 1** to the Agreement and Modification of 2003 Lease and the provisions of the Agreement Relating to Lease of Certain Real Property and its Paragraph 1, **Exhibit 2** to the Agreement and Modification of 2003 Lease (hereinafter collectively referred to as the "2003 Propane Lease"), NGL-NE, LLC (assignee of EnergyUSA Propane, Inc.) (hereinafter "Propane") exercises its Right of First Refusal to purchase the assets described in the Bill of Sale, **Exhibit 5** to the Agreement and Modification of 2003 Lease, including the three propane tanks and related assets (being those assets described in Exhibit D to the 2003 Propane Lease), and accepts the automatic expansion of the 2003 Propane Lease leasehold to include the land located in Lease Area B1 and Lease Area B2 in accordance with the terms of the 2003 Propane Lease.

Propane further releases all rights, including any inchoate, option, right of first refusal or other rights, to Lease Area C, including those set forth in Paragraph 31 of the Ground Lease Agreement, **Exhibit 1**, and Paragraph 1 of the Agreement Relating to Certain Real Property, **Exhibit 2**, even in the event that Northern Utilities d/b/a Unutil determines that it no longer requires the use of Lease Area C as a pipe storage yard in connection with conducting its utility business, IN CONSIDERATION OF and conditional upon Northern Utilities' grant to Propane of access rights over a portion of Area C described in the Leasehold Right of Access, **Exhibit 6**, pursuant to the terms of the Agreement and Modification of 2003 Lease, Paragraph 1, and as to which the aforesaid release of rights does not apply.

DATED:

NGL-NE, LLC

By:


duly authorized
Brian K. Pauling
COO / NGLEP Midstream

**EXHIBIT 5 TO
Agreement and Modification of 2003 Lease**

BILL OF SALE

THIS BILL OF SALE is made as of May 4th, 2012 ("Bill of Sale") by Northern Utilities, Inc., d/b/a Unitil, a New Hampshire corporation (the "Seller"), in favor of NGL-NE, LLC, a Delaware limited liability company (the "Buyer").

WHEREAS the Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, certain assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises, the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. **Sale of Assets.** The Seller hereby sells, assigns, transfers, conveys and delivers to the Buyer, its successors and assigns, all of the Seller's right, title and interest in and to all of the assets identified as "Purchased Assets" on Schedule 1 hereto (the "Purchased Assets"), but not including any assets identified as "Excluded Assets" on Schedule 1 hereto.

2. **Purchase Price.** The aggregate purchase price for all of the Purchased Assets shall be \$26,537.00. The purchase price shall be payable on the date hereof by wire transfer of immediately available funds to a bank account or bank accounts designated in writing by the Seller to the Buyer in connection with the delivery of this Bill of Sale.

3. **Absence of Liens.** The Seller represents to the Buyer that it has good and marketable title to the Purchased Assets, free and clear of all liens, claims, security interests, charges and other encumbrances and all rights of third parties of any type or description (collectively, "Liens"), and that this Bill of Sale is valid and effective to transfer and assign to the Buyer good and marketable title to the Purchased Assets, free and clear of all Liens.

4. **Condition of the Purchased Assets.** The Buyer acknowledges and agrees that the Purchased assets are being sold by the Seller "as is" without any representation or warranty as to their condition and that the Buyer has sought the advice of a competent person or is relying on its own judgment as to the condition of the Purchased Assets. Seller has no records on the origin, history, condition, usability or safety of the Purchased Assets, and Buyer purchases and uses the Purchased Assets at Buyer's risk and indemnifies and holds harmless Seller from any claims that may arise related to them.

5. **Appointment of Buyer as Attorney In Fact.** The Seller hereby irrevocably makes, constitutes and appoints the Buyer as its true and lawful attorney, with full power of substitution, in its name or stead, but on behalf of and for the benefit of the Buyer, to demand and receive from time to time any and all of the Purchased Assets hereby sold, assigned,

transferred or conveyed or intended so to be, to give receipts, releases and acquittances for or in respect of the Purchased Assets or any part thereof, and from time to time to institute and prosecute in the name of the Seller or in the name of the Buyer, its successors or assigns, as the legal attorney-in-fact of the Seller thereunto duly authorized, for the benefit of the Buyer, its successors, or assigns, any and all proceedings at law, in equity or otherwise, that the Buyer, its successors or assigns may deem proper for the enforcement of any claim or right of any kind hereby sold, assigned, transferred or conveyed or intended so to be, and to do all acts and things in relation to the Purchased Assets that the assignee, its successors or assigns shall deem desirable. The Seller hereby declares that the foregoing powers are coupled with an interest and shall not be revocable by it in any manner or for any reason.

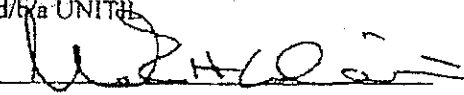
6. **Further Assurances.** The Seller hereby covenants that, at any time from time to time after the delivery of this Bill of Sale, at the Buyer's request and without further consideration, the Seller will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney, and assurances as the buyer may reasonably require more effectively to convey, transfer to or vest in the Buyer the Purchased Assets or better to enable the Buyer to realize upon or otherwise enjoy any of the Purchased Assets or to carry into effect the intent and purposes of this Bill of Sale.

7. **Execution in Counterparts.** This Bill of Sale shall be governed by and construed in accordance with the law of the State of Maine (without giving effect to conflict of law principles).

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date and year set forth in the first paragraph.

NORTHERN UTILITIES, INC.
d/b/a UNITIL

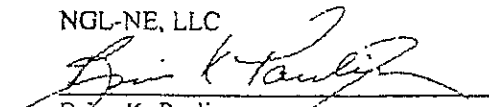
By:
Its:



TREASURER

NGL-NE, LLC

By:
Its:



Brian K. Pauling
COO / NGLEP Midstream

Schedule 1 - Purchased Assets

Description of Assets located at Lot 2, Commercial Street, Portland, Maine

- (a) Three (3) 30,000-gallon liquid propane storage tanks (above ground), located on "Lease Area B1," as identified on Attachment A to this Schedule 1, "Sketch Plan in Portland, Maine" by Hayes Engineering, dated 12/20/02, as revised through September 3, 2002 (the "Portland Sketch Plan");
- (b) Lot perimeter fencing surrounding "Lease Area A" and outside of "Lease Area A," as identified on the Portland Sketch Plan;
- (c) Remote gas detection equipment located in fenced areas identified on the Portland Sketch Plan;
- (d) Liquid propane filling stations located next to the 60,000-gallon liquid propane storage tanks referred to in (a)
- (e) All improvements, after the date of this Agreement, to the buildings and structures listed above.

Excluded Assets:

- (a) The peak shaving/compressor building, located outside of "Lease Area A," "Lease Area B1," "Lease Area B2" and "Lease Area C," as identified in the Portland Sketch Plan, is expressly excluded
- (b) The utility regulator building (Building B), located north of "Lease Area A" and east of "Lease Area B1," as identified on the Portland Sketch Plan, is expressly excluded

EXHIBIT 6

to Agreement and Modification of 2003 Lease


Leasehold Right of Access

Northern Utilities, Inc. d/b/a Unitil, a New Hampshire corporation with an address of 6 Liberty Lane West, Hampton, N.H. 03842, herein grants to NGL-NE, LLC, a Delaware limited liability company with an address of 6120 South Yale Avenue, Suite 803, Tulsa, OK, as assignee of the Propane Lease between Northern Utilities, Inc. and EnergyUSA Propane as set forth in Exhibits 1 and 2, a leasehold right of access over a 20-foot wide accessway where approximately shown on Exhibit 3 within the Area C Access Area as described by survey on the attached Schedule 1, including without limitation the right to pass and repass on foot and with vehicles and equipment, and to maintain and plow said accessway, to use for all purposes as are set forth in Paragraph 3 of the 2003 Propane Lease Exhibit 1, such right of access being coextensive with the term of said Lease, and constituting an amendment thereto.

DATED:

NORTHERN UTILITIES, INC.
d/b/a UNITIL

By:
Its:



TREASURER

SCHEDULE 1

Approximate Description of Area C Access Area

A certain lot or parcel of land, with the buildings thereon, lying southerly of West Commercial Street in the City of Portland, County of Cumberland and State of Maine, being more approximately described as follows:

Beginning at the southwesterly corner of the leased premises under the Propane Lease as described in the Agreement and Modification of 2003 Lease; thence continuing on an extension of the westerly boundary of the leased premises S 43 degrees 25 minutes 16.68 seconds E, 50 feet, to a point; thence N 84 degrees 57 minutes 15.26 seconds E, 62.78 feet, to a point; thence N 34 degrees 17 feet, 20.10 seconds East, 238.11 feet, to a point on an extension of the easterly boundary of the leased premises under the Propane Lease; thence N 16 degrees 20 minutes 59.81 seconds W, 30 feet, to the southeasterly corner of the leased premises under the Propane Lease; thence S 48 degrees 49 minutes 21.80 seconds W, 295.76 feet, to the point of beginning.

The approximate location of the access area is shown as the area marked with the red hatched lines and delineated as Area C Access Area on Exhibit 3 (Page 1 of 2).

SCHEDULE 4

**SCHEDULE 4
SITE ACCESS AGREEMENT**

On this ____ day of _____, 2012, **Northern Utilities, Inc., d/b/a Unitil** (“Unitil”), with a mailing address of 6 Liberty Lane West, Hampton, New Hampshire 03842-1720 (“Unitil”) enters into this Site Access Agreement with _____, a _____ corporation/person with a mailing address of _____ (“Interested Party”).

1. Right of Access to Unitil’s Premises at 40 West Commercial Street, Portland, Maine described on the City of Portland’s Tax Map 59 as Lot 4530 and Lot 4534 [and 59-A-2; 59-A-5-6; and 59-A-9-10] (“Premises”):

(a) Scope of Access. Interested Party shall have the right to access the Premises at reasonable, mutually agreed-upon times, to enable Interested Party to conduct any surveys, inspections and non-invasive investigations, assessments, and studies as New Yard LLC deems to be necessary for it to assess the Premises for the purpose of obtaining boatyard facility and related permits pursuant to its Option Agreement with Unitil (“Option Agreement”). Interested Party shall notify Unitil in writing of any intention it may have to excavate, sample, or otherwise disturb the Premises, to obtain Unitil’s advance written approval, subject to any conditions Unitil may require, for such excavation, sampling or other activity that may disturb the soil or personalty on the Premises;

(b) Access subject to Tenant’s rights. Interested Party’s right to access the Premises is subject to the leasehold rights of Unitil’s Tenant, NGL-NE LLC, a propane gas company, or its successor, over a portion of the Premises’ inland parcel, and shall be conducted in such a manner as not to disturb or interfere with Tenant’s leasehold rights except as permitted in advance by Tenant and confirmed by Unitil.

(c) Interested Party’s Duty to Repair. Interested Party agrees that it will promptly repair any physical damage to any property that may result from Interested Party’s exercise of its rights pursuant to this Agreement.

(d) Acknowledgment of Environmental Conditions. Interested Party acknowledges that it is aware of existing environmental conditions at and near the Property and that there are publicly available files containing Environmental Reports submitted to governmental agencies regarding the existence of Hazardous Substances regulated under Environmental Laws. Until Unitil completes the work required of it by the amended VRAP, Interested Party undertakes activities on or around the Property at its own risk.

(e) Interested Party Release and Indemnification of Unitil. Interested Party agrees to release, indemnify, hold harmless, and defend Unitil Group¹ from and against any and all claims, demands, causes of action, losses, damages, liabilities, injunctions, suits, actions, fines, penalties and demands of any kind or nature, including personal injury, bodily injury, death, property damages and related costs and expenses, assessments, charges, administrative and judicial proceedings and orders, judgments, costs and expenses (including reasonable attorney fees) that

¹ The term “Unitil Group” means and includes Unitil and its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents.

may be incurred by or threatened against Unitil Group and that arise, directly or indirectly, out of the activities of Interested Party, its members, principals, directors, affiliates, agents, contractors, employees or invitees on or near the Premises. This release and indemnity applies to Interested Party's use, handling, generation, manufacture, production, storage, release, threatened release, discharge, treatment, removal, transport, decontamination, cleanup, or disposal of any Hazardous Substance, on, under, from, to, or about the Property. This release and indemnity also relates to claims asserted by Interested Party's employees and agents without regard to any immunity that Interested Party may have under workers compensation laws, which immunity is hereby waived to the extent necessary to effectuate this access indemnification.

2. Remedies.

Unitil shall have all legal and equitable remedies available to it for breach of this Site Access Agreement by Interested Party, including recovery of its costs and attorney's fees to obtain relief from any such breach. As to any Claims that may have arisen during the Option Period, the provisions of this Agreement shall survive the closing on the Lease, Sale or other transfer of the Premises.

Dated: _____, 2012

Northern Utilities, Inc.
d/b/a Unitil

By: _____
Position in Company: _____

Name of Company or Person

By: _____
Position in Company: _____

SCHEDULE 5

SCHEDULE 5

40 WEST COMMERCIAL STREET

**NOTICE AND ACKNOWLEDGEMENT
OF SITE CONTAMINATION AND SAFETY RULES**

_____, with offices located at _____ on behalf of itself/myself and its/my employees, sub-contractors, agents, and invitees, have read and accept the following Notice:

From 1848-1963, the Property at 40 West Commercial Street, Portland, Maine, now owned by Northern Utilities, Inc. d/b/a Unitil, was the site of a coal gasification plant that created coal-tar and other by-products that contaminated the soil and groundwater. The contamination is being cleaned and contained under a VRAP Remediation Plan approved by the Maine Department of Environmental Protection, but not all contamination will be eliminated.

New Yard LLC has leased the Property to construct and operate a boatyard, and will direct such activities. Unitil will continue to remediate the Property during New Yard's boatyard construction and operation. New Yard's boatyard construction and Unitil's site remediation will involve disturbance and movement of contaminated soil and groundwater that may include hazardous substances, some of which may remain even after remediation is complete.

All persons on this Site should be aware that direct physical contact with the soil and surface groundwater could be hazardous. Any of your or your employees' activities on the Property must comply with New Yard's permitted boatyard development plan and Unitil's permitted VRAP remediation and soil management plan. Unitil does not supervise New Yard's boatyard construction work and it is not responsible for your or your employees' or invitees' safety. New Yard shall provide you its safety rules, including rules and practices to avoid exposure to soil and water.

In accessing or working on the Property, I acknowledge and agree that Unitil Group¹ is not liable for any loss, injury, damage or claim, liability, costs or expense of any kind that I or my employees, subcontractors, agents or invitees may incur, other than for conditions caused by Unitil's remediation of the Property or its failure to comply with VRAP requirements.

I also acknowledge and agree that any immunity provided under workers' compensation laws with regard to any claim by my employees or agents against Unitil Group is hereby waived.

This Notice and Acknowledgement survives any change in the Property's lease or ownership.

I have read and understood this Notice and accept its terms.

Dated: _____, 2012

Name of Company or Person

Company Position (if a company)

¹ The term "Unitil Group" means and includes Unitil and its parent, subsidiary and affiliated entities (including but not limited to Unitil Corporation and Unitil Service Corp.), successors, assigns, officers, directors, shareholders, partners, members, employees and agents.

SCHEDULE 6

SCHEDULE 6

NOTICE

ENVIRONMENTAL REMEDIATION SITE

APPROVED BY MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

From 1848 to 1963, this Property was a coal gasification plant that created coal-tar and other by-products that contaminated the soil and groundwater. The contamination is being cleaned and contained, but not all contamination will be eliminated.

FOR YOUR SAFETY



- DO NOT SWIM OR RECREATE ON THE PROPERTY
- DO NOT DIG
- AVOID ANY ACTIVITY THAT BRINGS YOU INTO DIRECT CONTACT WITH THE SOIL, OR SURFACE OR GROUND WATER

NOTICE TO CONTRACTORS:

This Property is leased to New Yard, LLC, to construct and operate a Boatyard. The Landlord does not supervise the boatyard and it is not responsible for your or your employees' or invitees' safety. New Yard shall provide you its safety rules, including rules and practices to avoid exposure to soil and water.

By entering the Property you agree to release Landlord from any claims, including for property damage or personal injury that you or your employees, subcontractors, agents or invitees may incur, and you agree further that any immunity provided under workers' compensation laws with regard to any claim by your employees or agents against Landlord is hereby waived.

FOR MORE INFORMATION CALL NEW YARD LLC'S BOATYARD AT 774-1067.

SCHEDULE 7

SCHEDULE 7

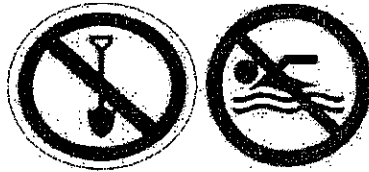
NOTICE

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FOR YOUR SAFETY



- DO NOT SWIM OR RECREATE ON THE PROPERTY
- DO NOT DIG
- AVOID ANY ACTIVITY THAT BRINGS YOU INTO DIRECT CONTACT WITH THE SOIL, OR SURFACE OR GROUND WATER

FOR MORE INFORMATION CALL NEW YARD LLC'S BOATYARD AT 774-1067.

ATTACHMENT C

Letter from Norway Savings Bank



July 10, 2012

City of Portland Planning Authority
389 Congress Street
Portland, ME 04101

Re: Portland Marine Complex, Inc. / New Yard LLC

To whom it may concern:

Please be advised that Portland Marine Complex, Inc. and its affiliates including New Yard LLC have maintained a banking relationship with Norway Savings Bank for several years. The relationship includes both deposit accounts and commercial loans both of which have been handled as agreed. We consider the subject companies and its owner Phin Sprague valued clients and hold them in the highest regard.

We understand that New Yard LLC intends to acquire and construct Phase I of a proposed boat yard at 40 West Commercial Street, Portland. We feel that the subject companies and its owner have the financial capacity including borrowings on a commercial basis to complete this project as presented.

I trust that this reference will satisfy the requirements of the Portland Permitting Authority that the applicant demonstrates its financial capacity to undertake the project. If you have any further questions regarding our client's financial capacity please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Noel B. Graydon', written over a horizontal line.

Noel B. Graydon
Regional Vice President

3. CONFORMITY WITH APPLICABLE DESIGN STANDARDS

The following statements are made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526.

3.1 OVERVIEW

This project conforms with all the applicable design standards of Section 14-526 as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

The development will fit in with the existing street system as it will use improved access locations off Commercial Street. Based on the limited intensity of use, the project is expected to have an insignificant impact on traffic in the neighborhood, particularly if/when the traffic signal is installed at the Beach Street intersection by the City.

2. Access and Circulation:

a. Site Access and Circulation.

(i) The development provides access via Commercial Street. Gate controlled access will be provided at each end of the property and ample turning movement is provided at each street entrance. Internal circulation has been reviewed and designed to accommodate the typical use of semitrailers and boat trailers.

(ii) Access and egress have been designed to avoid conflicts with existing turning movements and traffic flows.

(iii) The site does not feature drive up services as mentioned in this requirement.

b. Loading and Servicing.

(i) The site layout has been configured to accommodate the typical movements of large boat delivery vehicles and access to the boat ramps.

c. Sidewalks.

(i) The applicant is requesting a waiver to provide a sidewalk along the property frontage.

In accordance with Sec 14-506 of the City Code, the applicant is requesting a waiver of the provisions pertaining to the construction of curb and sidewalk based on the following conditions which exist for the boatyard site.

Of the six waiver criteria pertaining to sidewalks, the following two exist:

1. There is no sidewalk in existence or expected within 1,000 feet and the construction of sidewalks does not contribute to the development of a pedestrian oriented infrastructure.
2. A safe alternative walking route is reasonably and safely available, for example, by way of a sidewalk on the other side of the street that is lightly traveled. Although Commercial Street is not lightly traveled, there is a sidewalk extending the full length of the site frontage on the north side of Commercial Street.

With respect to the five criteria pertaining to curbing, the following two exist:

1. The costs to construct the curbing, including any applicable street opening fees and repairs, is expected to be in excess of 5% of the overall Phase 1 project costs.
2. Runoff from the development site or within the street does not require curbing for stormwater management.

3. Access and Circulation:

- a. The development contains no residential uses therefore Public Transit access is not applicable.
- b. A new Transit stop is not proposed.
- c. A new transit stop is not proposed.
- d. Waiver: The applicant requests a waiver of the transit facility requirement.

4. Parking:

a. Location and Required Number of Vehicle Parking Spaces:

- (i) The applicant is providing parking for their employees within the boat parking area around the site. The applicant is seeking flexibility to move vehicular parking around the site to meet variable vessel parking demand therefore no specific vehicular spaces are identified on the initial phase plans.
- (ii) The applicant has not prepared a TDM strategy as it is not applicable to the intended uses.
- (iii) The applicant proposes the amount of parking which is appropriate for the anticipated uses of this site.
- (iv) Parking spaces and aisles have been designed to meet the dimensional requirements of the Technical Manual.
- (v) Vehicle and vessel parking areas have been designed to withstand site conditions.

- b. Location and Required Number of Bicycle Parking Spaces:
 - (i) The applicant is requesting a waiver of the bicycle parking requirements based on the site use.
- c. Motorcycles and Scooter Parking:
 - (i) The applicant is requesting a waiver of the motorcycle/scooter parking requirements based on the site use.
- d. Snow Storage:
 - (i) Snow storage management will employ two strategies;
 - 1. On-site snow storage around the perimeter of the site.
 - 2. Snow removal and offsite storage. Generally speaking the nature of the proposed site use precludes the need for significant snow removal.
- 5. Transportation Demand Management (TDM):
 - a. A TDM plan is not required for the project.

(b) Environmental Quality Standards

- 1. Preservation of Significant Natural Features:
 - a. The existing site retains no prominent significant natural features therefore no issue related to the preservation of these features applies.
 - b. The applicant is not requesting a waiver from this standard.
- 2. Landscaping and Landscaping Preservation:
 - a. Landscape Preservation.
 - (i) The site's existing tree population is limited however there are a moderate amount of trees meeting preservation thresholds under the Shoreland Zoning vegetation management provisions. The applicant is currently seeking guidance from the MeDEP regarding the preservation of trees on the property.
 - (ii) Not applicable
 - (iii) Not applicable
 - (iv) The applicant will request a waiver from this standard.
 - b. Site Landscaping.
 - (i) Landscaped Buffers:

(a) There are no service or loading areas observable from nearby sidewalks or residential properties.

(b) The development is not subject to zoning setbacks or buffering requirements.

(c) Not applicable.

(ii) Parking Lot Landscaping:

a) thru d) The applicant will be requesting a waiver of the parking lot landscaping standards based on site use.

3. Water Quality, Stormwater Management and Erosion Control:

a. Stormwater:

(i) The site's runoff conditions are primarily self contained and runoff sheets to the Fore River; therefore, issues related to offsite or downstream flooding are not applicable.

(ii) All stormwater runoff is proposed to discharge to the Fore River.
The project will not adversely impact adjacent lots or the City street system.

(iii) All stormwater runoff is proposed to discharge to the Fore River.
The project will not adversely impact adjacent lots or the City street system.

(iv) All stormwater runoff is proposed to discharge to the Fore River.
The project will not adversely impact adjacent lots or the City street system.

b. The Stormwater Management Plan will meet the requirements and goals stated in Section 5 of the Technical Manual.

c. The project is not located in a watershed of an urban impaired stream as listed by the MeDEP.

d. N/A

e. The project is serviced by both a public wastewater system and public water supply systems. Activities associated with the site's VRAP are intended to address recognized environmental conditions and improve ground water quality. The project will not pose a risk of groundwater contamination.

f. The project will be connected to the public sanitary sewer system which is adequately sized for the project flows.

(c) Public Infrastructure and Community Safety Standards.

1. Consistency with City Master Plans:

a. The project has been designed to be consistent with the City's Zoning Ordinance and off-site infrastructure.

- b. The applicant will coordinate with utility representatives for the continuation of easements related to utility infrastructure crossing the site.
2. Public Safety and Fire Prevention:
 - a. The site has been designed to promote safe and inviting customer access. Controlled access into the interior parking spaces has been designed into the site plan through the use of emergency ready gates. Certain aspects of the site including the LP Gas distribution area will continue to be a TWIC controlled access.
 - b. No changes to emergency access conditions within the surrounding streets is proposed.
 - c. Fire hydrants are located within the adjacent street system. Additional fire hydrants are proposed within the site.
3. Availability and Adequate Capacity of Public Utilities:
 - a. The applicant will secure letters from all applicable utilities stating their ability to serve this project. The project will require new utility service infrastructure to serve the new buildings.
 - b. All on site electrical lines will be underground.
 - c. All new utility infrastructures will meet the provisions of the Technical Manual.
 - d. The project will require a new service connection to the sewer system that crosses the site.
 - e. The sanitary sewer collection system will be designed to meet all applicable sections of the Technical Manual.
 - f. Not applicable.

(d) Site Design Standards.

1. Massing, Ventilation and Wind Impact:
 - a. The bulk, location and height of the proposed building will have been designed to not result in adverse impacts to abutting properties. The elevations depicting building massing are enclosed in the site plan package.
 - b. HVAC venting is proposed to be directed to the building roof and directed away from public spaces.
2. Shadows:
 - a. The development is located in the WPDZ Zone and this standard is not applicable.
3. Snow and Ice Loading:

- a. The proposed buildings will be designed and located such that accumulated snow and ice will not fall onto adjacent properties or public ways.

4. View Corridors:

- a. The project site is located outside the Downtown Vision View Corridor Protection Plan.

5. Historic Resources:

- a. The development is not located in a historic district, historic landscape district or City designated landmark.
- b. The development is not located adjacent to or within 100 ft. of a designated landmark, historic district, or historic landscape district.
- c. There are no known archaeological resources on the site except for the location of the former Cumberland and Oxford Canal. There are no known aspects of the Canal visible at the site. The applicant will seek guidance from Planning Staff as to any additional investigation that may be warranted for this element of the site.

6. Exterior Lighting:

- a. Site Lighting.

- (i) Exterior lighting will be designed to meet the requirements of Section 12 of the Technical Manual.

7. Noise and Vibration:

The project noise levels will be designed to meet the permitted levels as outlined in the WPDZ Zone. All HVAC and mechanical equipment is proposed to be mounted on the roof, or otherwise ground mounted and concealed from nearby properties.

8. Signage and Wayfinding:

- a. All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

- (i) The project is not located in a historic district or subject to Article IX.

- (ii) Proposed commercial signage is still being designed and subject to a condition of approval.

- (iii) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

9. Zoning Related Design Standards:

- a. The project is within the WPDZ and zoning related design standards are not applicable.

4. CONTACT WITH STATE AND LOCAL AGENCIES

4.1 OVERVIEW

DeLuca-Hoffman Associates, Inc. has contacted the following agencies regarding the presence of significant wildlife habitat, historic or archeological resources on the properties:

- Maine Historic Preservation Office
- Maine Natural Areas Program
- Maine Department of Inland Fisheries and Wildlife
- U.S. Fish and Wildlife Services

DeLuca-Hoffman Associates, Inc.'s letters to and the responses received from each agency are contained in Attachment A to this section. Generally, there are no significant wildlife habitats on the property. The Maine Historic Preservation Office (MHPO) has provided background regarding the site's historic uses. Additional discussion will take place with MHPO as part of the MeDEP Natural Resources Protection Act (NRPA) process and the team expects to work closely with the landowners, City representatives and MHPO regarding the property's historic features.

4.2 ATTACHMENTS

Attachment A – Correspondence with State and Local Agencies

ATTACHMENT A

Correspondence with State and Local Agencies



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207.775.1121
FAX 207.879.0896

- SITE PLANNING AND DESIGN
- ROADWAY DESIGN
- ENVIRONMENTAL ENGINEERING
- PERMITTING
- AIRPORT ENGINEERING
- CONSTRUCTION ADMINISTRATION
- LANDSCAPE PLANNING

April 5, 2012

Mr. Earle Shettleworth, Jr.
Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. Shettleworth:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

Figure 2 – USGS Topographic Map
Figure 3 – Tax Map
Figure 4 – Zoning Map
Figure 5 – Aerial Plan
Figure 7 – Flood Map

Figure 8 – Soils Map
Figure 9 – Sand and Gravel Aquifer Map
Figure 10 – Surficial Geology Map
Figure 11 – NWI Map

Our office is interested in determining if there are any areas within the site with historical, architectural, or archeological significance as defined by the Natural Preservation Act of 1966.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures



MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

PAUL R. LEPAGE
GOVERNOR

EARLE G. SHETTLEWORTH, JR.
DIRECTOR

May 9, 2012

Stephen Bushey, P.E.
DeLuca-Hoffman Associates, Inc.
778 Main Street, Suite 8
South Portland, ME 04106

Project: MHPC# 0629-12 - Proposed Commercial Development at 554 Commercial Street; Map 59, lots 2, 3, 5, 6, 7, 8, 9, and 10

Town: Portland, ME

Dear Mr. Bushey:

I am writing in response to your request received April 9, 2012 seeking information about any areas within the proposed development site with historical, architectural or archaeological significance as defined by the National Historic Preservation Act of 1966.

Regarding historic archaeological resources, review of the development site in the vicinity of 554 West Commercial Street in Portland found the project area maintains the potential to contain significant archaeological deposits of several 19th - and early 20th -century industries that played major roles in the city's growth and development. The industries include the Portland Gas Works, Melcher Planing Mill, and the Portland Glass Company (Fig. 1). The Portland Gas Light Company Works was established in 1850 to produce coal gas that was stored in large tanks and delivered to city residences by over 168 miles of mains. Gas production shifted from coal to water gas in 1938, made possible by the installation of two state-of-the-art Semet Solvay water gas machines, each capable of producing 3.5 million cubic feet of gas daily. No historic background on the Melcher Planing Mill is available at this time. The Portland Glass Works was founded in 1863 and remained in business for only 10 years. It produced a wide variety of products and is the only glass house known to have been established in Maine. The site of the glass works is considered one of the most important industrial archaeological localities in the state due to its potential to provide important information on both glass-making technology and manufactured products, about which surprisingly little is known.

There are no prehistoric archaeological or historic architectural resources on the development site.

Please be advised that if the proposed project becomes a federal "undertaking" (utilizing federal funding, licensing or permitting) as defined by the Advisory Council on Historic Preservation's regulations in 36 CFR Part 800.16(y), you will need to consult with our office in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended.

MHPC# 0629-12
May 9, 2012

In addition, if this project requires permits from the Maine DEP, you may need to consult with our office. It is our understanding that the City of Portland reviews Site Location of Development Law applications on behalf of the Maine DEP.

Please contact Robin Reed of our staff if you have any questions.

Sincerely,

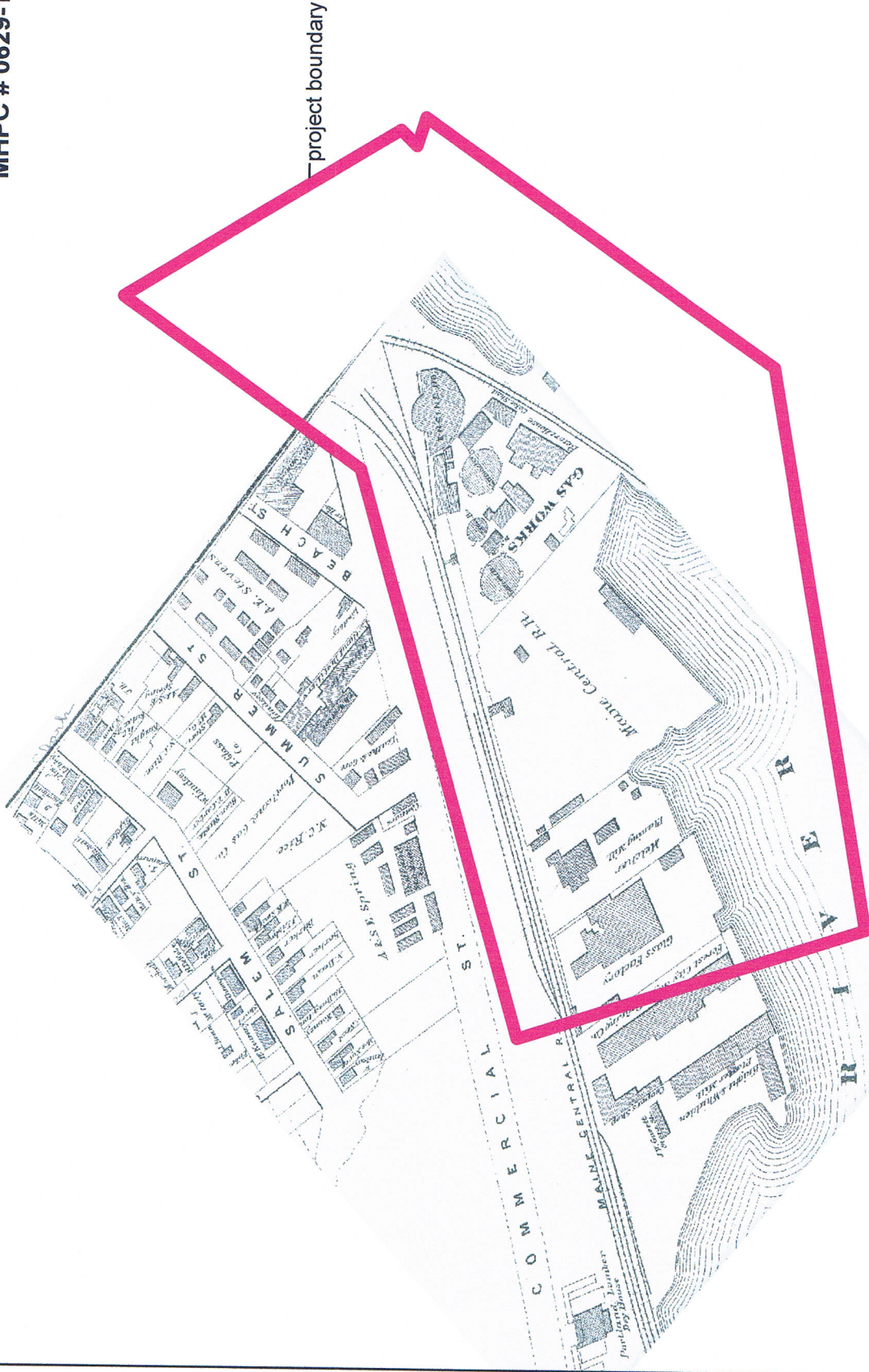
A handwritten signature in black ink, appearing to read "Kirk F. Mohny". The signature is written in a cursive style with a large initial "K".

Kirk F. Mohny
Deputy State Historic Preservation Officer

**Project Boundary
overlay on
Historic 1871 Map of Portland Waterfront**

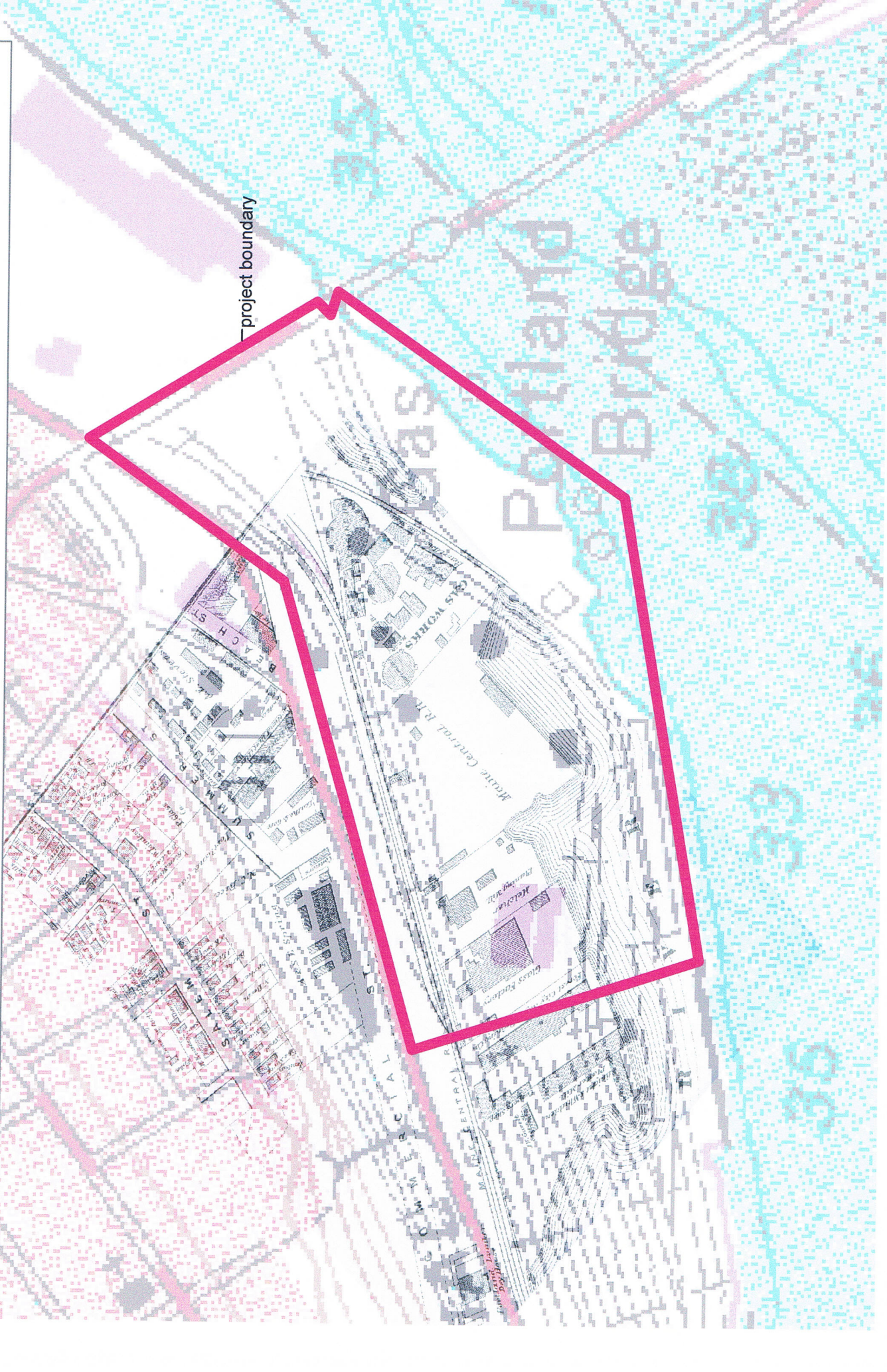
Map provided by
Maine Historic Preservation Commission
April 2012

MHPC # 0629-12



**Project Boundary
overlay on
Historic 1871 Map of Portland Waterfront
and USGS topo map**

**Map provided by
Maine Historic Preservation Commission
April 2012
MHPC # 0629-12**





DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207.775.1121
FAX 207.879.0896

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- LANDSCAPE PLANNING

April 5, 2012

Ms. Lisa St. Hilaire, Assistant Ecologist
Maine Natural Areas Program
17 Elkins lane
93 State House Station
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Ms. St. Hilaire:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

The following figures, which depict the location of the project, have been enclosed with this letter:

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Figure 7 – Flood Map

Figure 8 – Soils Map
Figure 9 – Sand and Gravel Aquifer Map
Figure 10 – Surficial Geology Map
Figure 11 – NWI Map

We are requesting your review to determine if your Department has information concerning possible rare, endangered, or registered critical areas which may be impacted by the project. DeLuca-Hoffman Associates, Inc. is aware of the fee structure used by the Natural Heritage Program and asks that you invoice our office with your response.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures



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

PAUL R. LEPAGE
GOVERNOR

WILLIAM H. BEARDSLEY
COMMISSIONER

April 9, 2012

Stephen Bushey
DeLuca-Hoffman Associates, Inc.
778 Main Street, Suite 8
South Portland, ME 04106

RECEIVED
APR 11 2012

Re: Rare and exemplary botanical features in proximity to: 554 West Commercial Street - Proposed Commercial Development, Portland, Maine.

Dear Mr. Bushey:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received April 9, 2012 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Portland, 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

Letter to Stephen Bushey, DeLuca-Hoffman Associates, Inc.
Comments RE: 554 West Commercial Street - Proposed Commercial Development
April 9, 2012
Page 2 of 2

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 \$150.00 for two hours of 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

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Commercial Development, Portland, Maine

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
<i>Chimaphila maculata</i>	G5	S2	E	11	1991-09	Hardwood to mixed forest (forest, upland)
<i>Viola palmata</i>	G5	SH	PE	1	1908	Hardwood to mixed forest (forest, upland)
<i>Carex polymorpha</i>	G3	S1	E	9	1911-06-29	Hardwood to mixed forest (forest, upland)
<i>Carex recta</i>	G4	SH	PE	2	1913-06-11	Tidal wetland (non-forested, wetland)
<i>Allium tricoccum</i>	G5	S3	SC	17	1978-06-28	Forested wetland
<i>Platanthera flava</i> var. <i>herbiola</i>	G4T4Q	S2	SC	27	1907-07-05	Non-tidal rivershore (non-forested, seasonally wet)
<i>Selaginella apoda</i>	G5	S2	E	3	1924-08-20	Old field / roadside (non-forested, wetland or upland)
<i>Selaginella apoda</i>	G5	S2	E	8	1924-08-21	Old field / roadside (non-forested, wetland or upland)
<i>Zannichellia palustris</i>	G5	S2	SC	3	1972-06-13	Tidal wetland (non-forested, wetland)
<i>Phegopteris hexagonoptera</i>	G5	S2	SC	15	1872-08	Hardwood to mixed forest (forest, upland)
<i>Eleocharis engelmannii</i>	G4G5Q	SH	PE	2	1916-08-31	Open wetland, not coastal nor rivershore (non-forested, wetland)
<i>Eriocaulon parkeri</i>	G3	S3	SC	8	1924-08-20	Tidal wetland (non-forested, wetland)
<i>Asplenium platyneuron</i>	G5	S2	SC	10	1910-06-06	Rocky summits and outcrops (non-forested, upland)
<i>Carex sterilis</i>	G4	S3	SC	7	1936-07-14	Non-tidal rivershore (non-forested, seasonally wet)
<i>Potamogeton vaseyi</i>	G4	S2	SC	7	1901-08-04	Open water (non-forested, wetland)
<i>Adlumia fungosa</i>	G4	S1	T	9	1860-10	Dry barrens (partly forested, upland)

Rare and Exemplary Botanical Features in the Project Vicinity

Documented within a four-mile radius of the proposed Commercial Development, Portland, Maine

Feature Name	Global Rank	State Rank	State Status	EO Number	Last Seen	Habitat
<i>Prunus maritima</i>	G4	S1	E	10	1933-05-19	Rocky coastal (non-forested, upland)
<i>Arabis missouriensis</i>	G5?Q	S1	T	5	1905-06-11	Rocky summits and outcrops (non-forested, upland)
<i>Suaeda calceoliformis</i>	G5	S2	T	5	1932-09-12	Tidal wetland (non-forested, wetland)
<i>Ranunculus ambigens</i>	G4	SH	PE	3	1862-08	Open water (non-forested, wetland)
<i>Spartina saltmarsh</i>	G5	S3		20	2009	Tidal wetland (non-forested, wetland)
<i>Zannichellia palustris</i>	G5	S2	SC	9	1913-09-13	Tidal wetland (non-forested, wetland)
<i>Aureolaria pedicularia</i>	G5	S3	SC	13	1902-09-02	Dry barrens (partly forested, upland)
<i>Polygala cruciata</i> var. <i>aquilonia</i>	G5T4	SH	PE	1	1903-08-18	Dry barrens (partly forested, upland)
<i>Lobelia siphilitica</i>	G5	SX	PE	3	1905-09	Non-tidal rivershore (non-forested, seasonally wet)
<i>Allium canadense</i>	G5	S2	SC	5	1921-07-26	Hardwood to mixed forest (forest, upland)
<i>Proserpinaca pectinata</i>	G5	S1	E	1	1906-09-29	Open wetland, not coastal nor rivershore (non-forested, wetland)
<i>Triosteum aurantiacum</i>	G5	S1	E	5	1910-06-19	Non-tidal rivershore (non-forested, seasonally wet)
<i>Lonicera dioica</i>	G5	S2	E	5	1905-06	Dry barrens (partly forested, upland)
<i>Wolffia columbiana</i>	G5	S2	SC	2	2002-08-04	Open water (non-forested, wetland)
<i>Prunus maritima</i>	G4	S1	E	21	2009-09-16	Rocky coastal (non-forested, upland)

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.

Visit our website for more information on rare, threatened, and endangered species!
<http://www.maine.gov/doc/nrimc/mnap>



DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
SUITE 8
SOUTH PORTLAND, MAINE 04106
TEL. 207.775.1121
FAX 207.879.0896

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April 5, 2012

Mr. Steve Walker
Department of Inland Fisheries & Wildlife
State House Station 41
284 State Street
Augusta, Maine 04333

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. Walker:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

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Our office is contacting you to determine if your Department has information regarding possible location of any special or significant wildlife or fisheries habitats which might be impacted at the site. Your prompt reply to this inquiry is appreciated.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures



PAUL R. LePAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
284 STATE STREET
41 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0041

CHANDLER E. WOODCOCK
COMMISSIONER

April 24, 2012

Stephen Bushey, P.E.
DeLuca-Hoffman Associates, Inc.
778 Main Street
Suite 8
South Portland, ME 04106

RE: Information Request, Proposed Commercial Development at 554 West Commercial Street, Portland, Maine

Dear Stephen:

Per your request received April 9, we have searched current Department records for known occurrences of Rare, Threatened, and Endangered species, designated Essential and Significant Wildlife Habitats, and fisheries habitat concerns within the vicinity of the proposed commercial development at 554 West Commercial Street, Portland. Findings for each category of protected resource are specified below.

Rare, Threatened, and Endangered Species

Peregrine Falcons are known to nest along the Portland Bridge. Peregrine Falcons are listed as State Endangered. Depending on the scope of the proposed project, and timing of construction activities, falcon nesting behavior may be impacted. We recommend that you coordinate final project approach in consultation with MDIF&W Region A wildlife biologists (657-2345) to best minimize the potential for disturbing nesting peregrine falcons.

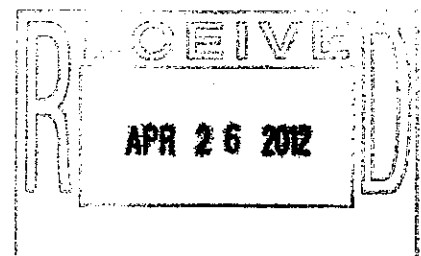
Essential Habitat

Currently, Essential Habitat is designated only for Piping Plovers, Least Terns, and Roseate Terns, all of which are coastal breeding species and which do not occur in this area.

Significant Wildlife Habitat

We do not know of any Significant Wildlife Habitats at this site. Significant Wildlife Habitats include Inland Waterfowl and Wading Bird Habitat, Tidal Waterfowl and Wading Bird Habitat, Deer Wintering Areas, Shorebird Areas, Significant Vernal Pools and Seabird Nesting Islands.

Fisheries habitat concerns



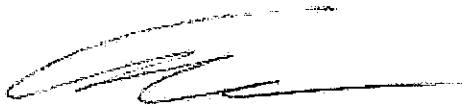
Stephen Bushey, P.E.
Comments RE: Proposed Commercial Development at 554 West Commercial Street, Portland, Maine
Page 2 of 2

There are no concerns for inland fisheries at this site.

This consultation review has been conducted specifically for known MDIF&W jurisdictional features and should not be interpreted as a comprehensive review for the presence of all regulated features that may occur on site. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

A handwritten signature in black ink, appearing to read "Steve Walker", written over a horizontal line.

Steve Walker
Acting Environmental Review Coordinator

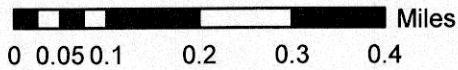


Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: 554 West Commercial Street



Maine Department of
Inland Fisheries and Wildlife

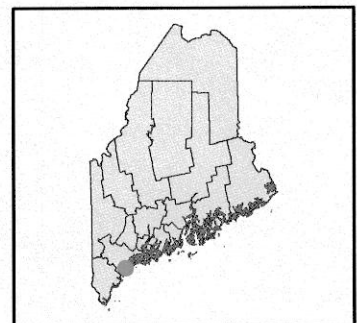


Projection: UTM, NAD83, Zone 19N

Date: 4/10/2012

Legend

- Project Site
- Towns 1:24K
- Shorebird Areas
- Tidal Waterfowl/Wading Bird
- Environmental Review Polygons
- Special Concern-occupied habitats(100ft buffer)





DeLUCA-HOFFMAN ASSOCIATES, INC.
CONSULTING ENGINEERS

778 MAIN STREET
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SOUTH PORTLAND, MAINE 04106
TEL. 207.775.1121
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April 5, 2012

Mr. Mark McCollough
Endangered Species Specialist
U. S. Fish and Wildlife Service
1168 Main Street
Old Town, Maine 04468

**Subject: Proposed Commercial Development at 554 West Commercial Street
Portland, Maine**

Dear Mr. McCollough:

DeLuca-Hoffman Associates, Inc. has been retained by the developers of a proposed commercial project in the vicinity of 554 Commercial Street in Portland, Maine. The development site consists of all or portions of Lots 2, 3, 5, 6, 7, 8, 9 and 10 as identified on the City of Portland Tax Map #59. The site area will be about 15 acres. The development site is located along the Fore River waterfront in Portland and has historically contained numerous development activities including the former Portland Gas Works, rail yard and industrial development among other things. The proposed development will include new construction across most of the approximately 15 acre site. There may also be activities along the immediate waterfront including a marine travel lift basin and boat ramp. Seasonal piers and floating docks are also contemplated.

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Our office is contacting you to determine if your Department has information regarding possible location of any special or significant wildlife or fisheries habitats which might be impacted at the site. Your prompt reply to this inquiry is appreciated.

Sincerely,

DeLUCA-HOFFMAN ASSOCIATES, INC.

Stephen Bushey, P.E.
Senior Engineer

SRB/smk

Enclosures



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Ecological Services
Maine Field Office
17 Godfrey Drive, Suite 2
Orono, Maine 04473
207/866-3344 Fax: 207/866-3351

May 24, 2012

Stephen Bushey
DeLUCA-HOFFMAN ASSOCIATES, INC.
Consulting Engineers
778 Main Street, Suite 8
South Portland, Maine 04106

Dear Mr. Bushey:

Thank you for your letter dated April 5, 2012 requesting information or recommendations from the U.S. Fish and Wildlife Service. This letter provides the Service's response pursuant to section 7 of the Endangered Species Act (ESA), as amended (16 U.S.C. 1531-1543), Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d, 54 Stat. 250) and the Fish and Wildlife Coordination Act, as amended (16 U.S.C. 661-667d).

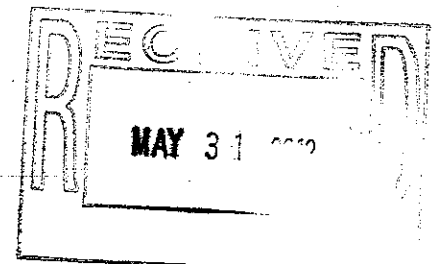
Project Name/Location: **Proposed Commercial Development at 554 West Commercial Street, Portland, Maine**

Log Number: **05E1ME00-2012-SL-0127**

Federally listed species

Based on the information currently available to us, no federally threatened or endangered species under the jurisdiction of the Service are known to occur in the project area. Accordingly, no further action is required under section 7 of the ESA, unless: (1) new information reveals impacts of this identified action that may affect listed species or critical habitat in a manner not previously considered; (2) this action is subsequently modified in a manner that was not considered in this review; or (3) a new species is listed or critical habitat determined that may be affected by the identified action.

We have not reviewed this project for state-threatened and endangered wildlife, wildlife species of special concern, and significant wildlife habitats protected under the Maine Natural Resources Protection Act. I recommend that you contact the Maine Department of Inland Fisheries and Wildlife:



Maine Department of Inland Fisheries and Wildlife
284 State Street
State House Station 41
Augusta, Maine 04333
Telephone: 207/287-5258

I recommend that you contact the Maine Natural Areas Program for additional information on state-threatened and endangered plant species, plant species of special concern, and rare natural communities:

Maine Natural Areas Program
Department of Conservation
93 State House Station
Augusta, Maine 04333
Telephone: 207/287-8046

If you have any further questions about this project, please feel free to contact me at Laury_Zicari@fws.gov or you may reach me by telephone at 207/866-3344 Ext. 111.

Sincerely,



Laury Zicari
Field Supervisor
Maine Field Office


Enclosure

Proposed Commercial Development at 554 West Commercial Street, Portland, Maine



approx area

Peregrine Falcon
0000-00-00

LEGEND
 ETSC-Endangered, Threatened, Special Concern 5-2011

