

**AGREEMENT FOR CONVEYANCE OF REAL PROPERTY  
THE KENNEBEC RIVER GORGE TRACT**

**THIS AGREEMENT FOR THE CONVEYANCE OF REAL PROPERTY** (the "Agreement") is made between **CENTRAL MAINE POWER COMPANY**, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, 04336 ("CMP") and **STATE OF MAINE, ACTING BY AND THROUGH ITS DEPARTMENT OF CONSERVATION, BUREAU OF PARKS AND LANDS**, an agency of the State of Maine with a mailing address of 22 State House Station, Augusta, Maine 04333-0022 ("MDOC"). The date that this Agreement has been fully executed shall be termed the "Effective Date".

Whereas CMP owns certain lands located in West Forks Plantation, Moxie Gore (T1 R5 BKP EKR), Chase Stream (T1 R6 BKP WKR), Squaretown (T2 R5 BKP EKR), and Indian Stream (T1 R6 BKP EKR), all in Somerset County, Maine, being more particularly described in Exhibit A-1, below, together with certain appurtenant easement described in Exhibit A-2, below and subject to certain exceptions and reservations described in Exhibit B-1, below; and

Whereas CMP desires to convey such lands to the MDOC as a gift to the people of the State of Maine; and

Whereas the MDOC desires to accept such lands as a gift on behalf of the people of the State of Maine;

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

**Special Condition.**

1. CMP will convey the approximately 66.0 acres parcel in West Forks Plantation shown as Parcel A and Parcel B on Sheet 8 of "Boundary Survey of the Kennebec River Gorge Rte 201 to the Indian Pond Project (Harris Dam), West Forks, Moxie Gore, Chase Stream, Squaretown and Indian Stream, Somerset County, Maine" dated September 23, 2010 (Sheet 1 of 8) and October 6, 2010 (Sheet 2 of 8 through Sheet 8 of 8), revised through August 25, 2011 (Sheet 2 of 8 through Sheet 7 of 8), August 26, 2011 (Sheet 1 of 8) and August 28, 2011 (Sheet 8 of 8) and recorded at the Somerset County Registry of Deeds ("SCRD") in Plan File 2011, Pages 72 -79 (the "Plan") to the Inhabitants of West Forks Plantation within six months of the Closing Date, as defined below. In the event CMP does not convey either or both said Parcel A and Parcel B to the Inhabitants of West Forks Plantation within six months of the Closing Date, CMP covenants and agrees to convey either or both such remaining Parcels to the Maine Department of Conservation, Bureau of Parks and Lands. Further, CMP covenants and agrees (i) to place certain restrictions and covenants on Parcel A pursuant to State of Maine Department of Environmental Protection Site Location of Development Act and Natural Resources Protection Act Orders, Project Number #L-24620-26-A-N/L-24620-TG-B-

N/L-24620-VP-C-N/L-24620-IW-D-N/L-24620-L6-E-N and U.S. Army Corps of Engineers Permit Number NAE-2008-03017; and (ii) that it will place deed covenants on any conveyance to the Inhabitants of West Forks Plantation such that if said Inhabitants ever decide to sell said Parcel A, said Inhabitants must first offer said Parcel A as a gift, without compensation other than reimbursement of reasonable closing costs, to the State of Maine, Department of Conservation.

The provisions of this Special Condition paragraph shall survive Closing

## **2. Inspection Contingency.**

- (a) During the term of this Agreement, MDOC may, upon reasonable notice to CMP and at MDOC's sole cost, expense and risk, examine, investigate and inspect the Property to obtain any and all information that MDOC deems appropriate regarding the property, including, without limitation, operating information, environmental conditions, physical nature and condition of the Property. Within sixty (60) days of the Effective Date, MDOC may, at MDOC's sole discretion, notify CMP in writing of MDOC's decision not to accept the Property and this Agreement will become null and void with no further obligations on either CMP or MDOC except MDOC will return to CMP all CMP's Information described in Section 2(b), below.
- (b) CMP will provide to MDOC, at no cost to MDOC, copies of any of CMP's plans, surveys, environmental reports, inspections and/or maintenance records of the Property ("CMP's Information"). CMP makes no representation or warranty regarding the accuracy or completeness of CMP's Information.
- (c) CMP will pay at Closing the reasonable costs of MDOC's due diligence not to exceed Two thousand Five Hundred (\$2,500.00) Dollars.

## **3. Closing of Conveyance.**

Delivery of the deed to MDOC and acceptance of the deed by MDOC (the "Closing") shall occur prior to December 31, 2011 (the "Closing Date"). The precise Closing Date and time shall be mutually agreed upon by CMP and MDOC, and the Closing shall take place at a location mutually agreed upon by CMP and MDOC.

## **4. Title and Survey.**

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

(b) CMP shall perform certain survey work on the Property prior to the Closing. The survey work shall include the following:

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

(ii) marking of property lines (blaze and paint) except for the 820 foot contour line in West Forks, property lines in common with MDOC, and the property lines in Chase Stream, Squaretown and Indian Stream, which shall have monuments set only; and

(c) MDOC shall notify CMP within sixty (60) days of the Effective Date of any defects in title that would make CMP unable to give title to the Property as stipulated herein (referred to herein as "Defects of Title") or of any other matter existing as of the date of this Agreement that would cause the Property not to conform with the provisions hereof. If MDOC gives CMP notice of any Defect of Title or nonconformity of the Property on or prior to Closing, CMP shall have sixty days after receipt of notice of such defect within which to remedy or cure any such Defect of Title or nonconformity, and the Closing shall be extended accordingly, if necessary. CMP shall use its best efforts to cure such Defect of Title or nonconformity, provided, however, that CMP shall not be obligated to spend more than Five thousand (\$5,000.00) dollars to cure such Title Defect. If, despite such best efforts, such Defect of Title or nonconformity cannot be corrected or remedied within such time period, then MDOC may elect either to (i) accept title to the Property subject to the uncured Defect of Title or nonconformity, or (ii) MDOC may elect to terminate this Agreement, and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement.

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

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

**6. Proration and Adjustments.**

- (a) **Property Taxes.** CMP agrees to pay all real estate property taxes assessed with respect to the Premises through the tax year ending June 30, 2012 and also any penalties and interest. CMP shall be totally responsible for any taxes, interests, costs and penalties due for prior years and agrees to pay all taxes due during the period that CMP owns the fee interest in the Premises and including those taxes based upon the assessment date prior to the Closing Date. CMP shall provide evidence to Purchaser at Closing that all current tax bills and betterments have been paid.
- (b) **MDOC's Costs.** MDOC shall pay no other costs associated with this sale, except as provided in part (d) below.
- (c) **CMP's Costs.** CMP shall pay for all transfer taxes payable upon recordation, the cost of any surveys required by CMP, the cost of all title insurance required by CMP and MDOC, and all recording costs.
- (d) Each party shall be responsible for its own internal costs related to the transaction.

The provisions of this Section 6 shall survive closing.

**7. Default.** In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. In the event any dispute arises between the parties under this Agreement, resolution thereof shall first be sought by negotiation between representatives of the parties. Arbitration of any dispute shall only occur if both CMP and MDOC fail to resolve said dispute within a reasonable time. The process, nature and binding effect of any arbitration agreed to hereunder shall be determined by mutual agreement of CMP and MDOC, and in the absence of such agreement arbitration shall not occur.

**8. Brokers /Commissions.** Each of the parties hereto will pay or discharge (a) any and all claims or liabilities for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction, and (b) any and all claims and liabilities for brokerage commissions or finders' fees arising from or through persons or entities claiming by or through that party with respect to this transaction.

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

**CMP:**

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

**MDOC:**

State of Maine  
Dept. of Conservation, Bureau of Parks and Lands  
22 State House Station, Augusta, Maine 04333-0022  
Attn: Willard Harris, Director

And Copy to:  
Jane Surran Pyne, Esq.  
P.O. Box 601, Waldoboro, ME 04572

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

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

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

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

**14. No Assignment.** Neither party may assign its rights in and to this Agreement without the prior written consent of the other party, except to affiliates of CMP and MDOC, respectively and, furthermore, it is agreed and understood that any merger of CMP or MDOC with another company or agency shall not be considered an assignment.

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

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

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

**18. No Representations or Warranties Outside Agreement.** This Agreement is the entire Agreement of the parties, and MDOC agrees that neither CMP nor its representatives has made any representation regarding the subject matter of this sale, including representations as to the physical nature or condition of the land, the improvements, the fixtures or appurtenances annexed thereto, or the personal property, if any, to be transferred to MDOC, except as expressly stated in this Agreement. Furthermore, CMP and MDOC each agree that in performing under this Agreement, each has not and shall not rely upon any statement or information from anyone claiming to represent the other party hereto, and the other party hereto is not and shall not be liable or bound by any such statement and/or information.

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

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

(ii) There is no action, suit, legal proceeding or other proceeding pending or threatened (or, to the best knowledge of CMP, any basis therefore) against CMP of affecting any

portion of the Property in any court or before any arbitrator of any kind or before any governmental body that may materially or adversely affect the transactions contemplated by this Agreement or which may affect any portion of the Property.

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

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

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

**20. Use of Retained Lands.** MDOC acknowledges that CMP is an electric utility company and is retaining ownership of a 300 foot wide corridor (a portion of the "retained lands") north of Moxie Stream and Cold Stream for utility purposes including, but not limited to, the construction and operation and maintenance of overhead electric transmission lines, substations and appurtenant facilities. MDOC, for itself and its successors and assigns, covenants and agrees with CMP that this conveyance shall not be the basis for objecting to any future proposal by CMP to use the 300 foot wide corridor and appurtenant reserved access rights for such purposes. The provisions of this Section shall survive Closing.


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

CENTRAL MAINE POWER COMPANY

TIN # 01-0042740



Sara J. Burns, President  
and Chief Executive Officer

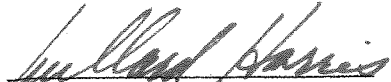


Eric N. Stinneford, Vice President  
Treasurer, Controller and Clerk

Dated: September 1, 2011

**MAINE DEPARTMENT OF CONSERVATION  
BUREAU OF PARKS AND LANDS**

TIN#

  
Willard Harris, Director

Dated: Sept 1, 2011

**Exhibit A-1 Conveyed Lands**

Subject to the reservations and exceptions as defined in Exhibit B-1, below, the following eight parcels of land:

Certain lots of land situated on both sides of and including the Kennebec River located within Indian Stream Township T1R6 BKP EKR, Squaretown Township T2R5 BKP EKR, Chase Stream Township T1R6 BKP WKR, West Forks Plantation and Moxie Gore T1R5 BKP EKR, County of Somerset, State of Maine, as shown on a plan entitled "Boundary Survey of the Kennebec River Gorge Rte 201 to the Indian Pond Project (Harris Dam), West Forks, Moxie Gore, Chase Stream, Squaretown and Indian Stream, Somerset County, Maine" dated September 23, 2010 (Sheet 1 of 8) and October 6, 2010 (Sheet 2 of 8 through Sheet 8 of 8), revised through August 25, 2011 (Sheet 2 of 8 through Sheet 7 of 8), August 26, 2011 (Sheet 1 of 8) and August 28, 2011 (Sheet 8 of 8) and recorded at the Somerset County Registry of Deeds ("SCRD") in Plan File 2011, Pages 72 -79 (the "Plan"). Said lots being more particularly described as follows:

**PARCEL 1**

**INDIAN STREAM TOWNSHIP**

Beginning at a 5/8 inch iron rebar set with cap "SGC ENG PLS 2147" on the contour line at elevation 820 feet based on NAVD88 datum and on the bounds of land now or formerly of FPL Energy Maine Hydro LLC by deed recorded at the SCR D in Book 2540, Page 24, said rebar located South 62°10'59" East a distance of 314.99 feet from the base of a galvanized iron pipe found 30 inches high in Chase Stream Township and North 62°10'59" West a distance of 1028.06 feet from the base of a galvanized iron pipe found 14 inches high in Indian Stream Township;

Thence running southwesterly along a contour line at elevation 820 feet based on said NAVD88 datum to a point on the presumed Township Line between Squaretown Township to the south and Indian Stream Township to the north with tie lines witnessed by 5/8 inch iron rebar set with caps "SGC ENG PLS 2147" on said contour line as follows:

From the point of beginning South 27°41'56" West a distance of 388.0 feet to a 5/8 inch iron rebar set as described;

Thence South 40°11'19" West a distance of 1102.64 feet to a 5/8 inch iron rebar set as described;

Thence South 50°29'37" West a distance of 1048.62 feet to a 5/8 inch iron rebar set as described;

Thence South 48°23'09" West a distance of 539 feet, more or less, to a point on said presumed Township Line between Squaretown and Indian Stream;

Thence westerly along said Township Line a distance of 150 feet, more or less, to the thread of the Kennebec River;

Thence northeasterly along the thread of the Kennebec River approximately 3247 feet, more or less, to a point on the southwesterly side of said land of FLP Energy Maine Hydro LLC;



Thence South 62°10'59" East by and along said land of FPL Energy Maine Hydro, LLC a distance of 30 feet, more or less, to the Point of Beginning.

Meaning and intending to convey all land westerly of elevation 820 feet within the above described Township and to the thread of the Kennebec River, containing 6.1 acres, more or less. Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

**PARCEL 2**  
**SQUARETOWN TOWNSHIP**

Beginning at a point on the contour line at elevation 820 feet based on NAVD88 datum and at the presumed intersection of the Township Line between Indian Stream on the north and Squaretown on the south, being South 48°23'09" West a distance of 539 feet, more or less, from a 5/8 inch iron rebar set with cap "SGC ENG PLS 2147" on elevation 820 feet;

Thence running southwesterly along said contour line at elevation 820 feet, a distance of 140 feet, more or less, to a point on the presumed Township Line of Squaretown to the east and Moxie Gore to the west;

Thence running northwesterly along said Township Line between Squaretown and Moxie Gore a distance of 80 feet, more or less, to the presumed intersection where Squaretown Township, Moxie Gore and Indian Stream Township all meet;

Thence running easterly along said Township Line between Squaretown and Indian Stream a distance of 120 feet, more or less, to the Point of Beginning.

Meaning and intending to convey all land northwesterly of elevation 820 feet within the Squaretown Township to the thread of the Kennebec River, containing 0.11 acres, more or less. Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

**PARCEL 3**  
**CHASE STREAM TOWNSHIP**

Beginning at a 5/8 inch iron rebar set with cap "SGC ENG PLS 2147" on the contour line at elevation 820 feet based on NAVD88 datum and on the southwesterly bounds of land now or formerly of FPL Energy Maine Hydro LLC by deed recorded at the SCRD in Book 2540, Page 24, said rebar located South 62°10'59" East a distance of 142.07 feet from the base of a galvanized iron pipe found 30 inches high in Chase Stream Township and North 62°10'59" West a distance of 1200.98 feet from the base of a galvanized iron pipe found 14 inches high in Indian Stream Township;

Thence South 62°10'59" East by and along said land of FPL Energy Maine Hydro LLC, a distance of 140 feet, more or less, to the thread of the Kennebec River;

Thence running southwesterly along said thread of the Kennebec River a distance of 3247 feet, more or less, to the presumed Township line with Chase Stream Township on the north and West Forks Plantation on the south;

Thence westerly along said Township line a distance of 230 feet, more or less, to a point on the contour line at elevation 820 feet based on NAVD88 datum, said point being North 49°22'01" East a distance of 551 feet, more or less, from a 5/8 inch iron rebar set with cap "SGC ENG PLS 2147" on said contour line at elevation 820 feet in West Forks Plantation

and easterly along said Township line a distance of 1308 feet, more or less, from a 5/8 inch iron rebar found on said Township line with cap "JAMES MOORE #2281";

Thence running Northeasterly along said contour line at elevation 820 feet based on NAVD88 datum to a point on the southwesterly bound of said land of FLP Energy Maine Hydro LLC with tie lines witnessed by 5/8 inch iron rebar set with cap "SGC ENG PLS 2147" on said contour line as follows:

From said Township line North 49°22'01" East a distance of 208 feet, more or less, to a 5/8 inch iron rebar set as described;

Thence North 45°34'50" East a distance of 699.68 feet to an iron rebar found;

Thence North 60°33'28" East a distance of 438.90 feet to a 5/8 inch iron rebar set as described;

Thence North 45°36'22" East a distance of 404.17 feet to a 5/8 inch iron rebar set as described;

Thence North 56°58'50" East a distance of 442.04 feet to a 5/8 inch iron rebar set as described;

Thence North 38°38'30" East a distance of 365.57 feet to a 5/8 inch iron rebar set as described;

Thence North 35°05'54" East a distance of 389.30 feet to a 5/8 inch iron rebar set as described;

Thence North 24°23'56" East a distance of 426.04 feet to a 5/8 inch iron rebar set as described and the Point of Beginning.

Meaning and intending to convey all land southeasterly of elevation 820 feet within the above described Township southwesterly of said land of FPL Energy to the thread of the Kennebec River, containing 8.70 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

#### **PARCEL 4**

##### **WEST FORKS NORTHERLY SECTION**

Beginning at a point on the contour line at elevation 820 feet based on NAVD88 datum and on the Township line between Chase Stream Township on the north and West Forks Plantation on the south, said point being South 49°22'01" West a distance of 208 feet, more or less, from a 5/8 inch iron rebar set with cap "SGC ENG PLS 2147" and easterly along said Township line a distance of 1308 feet, more or less, from an iron rebar found on said Township line found with cap "JAMES MOORE #2281";

Thence northeasterly along said Township line a distance of 230 feet, more or less, to the thread of the Kennebec River;

Thence running in a general southwesterly direction along said thread of the Kennebec River a distance of approximately 7.27 miles to a point on land being retained by the Grantor, said point being North 52°16'13" West by and along said retained land of the Grantor a distance of 910 feet, more or less, from an iron rebar painted red and found firm and plumb in a ring of stones at the most westerly corner of lands now or formerly owned by Arthur E. and Sara

I. Wilder by deeds recorded at SCRD in Book 2496, Page 24 and in Book 2888, Page 26 located within Moxie Gore;

Thence North  $52^{\circ}16'13''$  West by and along said retained land of the Grantor a distance of 690 feet, more or less, to a 5/8 inch iron rebar with cap "SGC ENG PLS 2147" set on the contour line at elevation 820 feet based on NAVD88 datum, next to the base of a wood post found lying on ground;

Thence running in a general northeasterly direction along a contour line at elevation 820 feet based on said NAVD88 datum as witnessed by 5/8 inch iron rebar with cap "SGC ENG PLS 2147" set at angle points of the following tie lines:

From said rebar set at the base of a wood post North  $51^{\circ}07'21''$  East a distance of 532.01 feet, to a 5/8 inch iron rebar set with cap as described above;

Thence North  $47^{\circ}56'30''$  East a distance of 633.93 feet to a 5/8 inch iron rebar set as described;

Thence North  $45^{\circ}49'17''$  East a distance of 600.44 feet to a 5/8 inch iron rebar set as described;

Thence North  $36^{\circ}23'26''$  East a distance of 454.99 feet to a 5/8 inch iron rebar set as described;

Thence North  $27^{\circ}09'02''$  East a distance of 478.76 feet to a 5/8 inch iron rebar set as described;

Thence North  $17^{\circ}56'35''$  East a distance of 498.82 feet to a 5/8 inch iron rebar set as described;

Thence North  $24^{\circ}02'53''$  East a distance of 503.31 feet to a 5/8 inch iron rebar set as described;

Thence North  $25^{\circ}55'48''$  East a distance of 515.34 feet to a 5/8 inch iron rebar set as described;

Thence North  $08^{\circ}13'00''$  East a distance of 479.50 feet to a 5/8 inch iron rebar set as described;

Thence North  $11^{\circ}06'06''$  West a distance of 544.82 feet to a 5/8 inch iron rebar set as described;

Thence North  $10^{\circ}08'03''$  West a distance of 564.09 feet to a 5/8 inch iron rebar set as described;

Thence North  $37^{\circ}39'54''$  West a distance of 505.25 feet to a 5/8 inch iron rebar set as described;

Thence North  $64^{\circ}23'07''$  West a distance of 528.73 feet to a 5/8 inch iron rebar set as described;

Thence North  $18^{\circ}16'32''$  West a distance of 578.97 feet to a 5/8 inch iron rebar set as described;

Thence North  $07^{\circ}55'57''$  West a distance of 583.46 feet to a 5/8 inch iron rebar set as described;

Thence North 02°08'08" East a distance of 490.32 feet to a 5/8 inch iron rebar set as described;

Thence North 23°53'29" East a distance of 529.85 feet to a 5/8 inch iron rebar set as described;

Thence North 36°20'45" East a distance of 478.62 feet to a 5/8 inch iron rebar set as described;

Thence North 08°37'16" East a distance of 417.13 feet to a 5/8 inch iron rebar set as described;

Thence North 12°29'40" West a distance of 351.74 feet to a 5/8 inch iron rebar set as described;

Thence South 62°05'21" West a distance of 538.93 feet to a 5/8 inch iron rebar set as described;

Thence North 39°25'31" West a distance of 160.39 feet to a 5/8 inch iron rebar set as described;

Thence North 18°15'54" East a distance of 213.82 feet to a 5/8 inch iron rebar set as described;

Thence North 11°52'03" East a distance of 407.46 feet to a 5/8 inch iron rebar set as described;

Thence North 20°11'05" East a distance of 449.32 feet to a 5/8 inch iron rebar set as described;

Thence North 24°55'40" East a distance of 502.91 feet to a 5/8 inch iron rebar set as described;

Thence North 53°26'56" East a distance of 546.81 feet to a 5/8 inch iron rebar set as described;

Thence North 49°42'47" East a distance of 507.35 feet to a 5/8 inch iron rebar set as described;

Thence North 55°36'45" East a distance of 461.59 feet to a 5/8 inch iron rebar set as described;

Thence North 45°42'43" East a distance of 538.58 feet to a 5/8 inch iron rebar set as described;

Thence North 24°14'51" East a distance of 530.06 feet to a 5/8 inch iron rebar set as described;

Thence North 20°38'46" East a distance of 537.10 feet to a 5/8 inch iron rebar set as described;

Thence North 12°00'40" East a distance of 464.67 feet to a 5/8 inch iron rebar set as described;

Thence North 08°23'40" East a distance of 569.18 feet to a 5/8 inch iron rebar set as described;

Thence North 11°23'07" East a distance of 492.74 feet to a 5/8 inch iron rebar set as described;

Thence North  $36^{\circ}50'39''$  East a distance of 607.80 feet to a 5/8 inch iron rebar set as described;

Thence North  $59^{\circ}08'56''$  East a distance of 408.41 feet to a 5/8 inch iron rebar set as described;

Thence South  $77^{\circ}07'51''$  East a distance of 627.10 feet to a 5/8 inch iron rebar set as described;

Thence North  $29^{\circ}16'59''$  East a distance of 431.65 feet to a 5/8 inch iron rebar set as described;

Thence South  $81^{\circ}09'29''$  East a distance of 467.39 feet to a 5/8 inch iron rebar set as described;

Thence North  $39^{\circ}12'48''$  East a distance of 469.27 feet to a 5/8 inch iron rebar set as described;

Thence North  $40^{\circ}43'52''$  East a distance of 459.48 feet to a 5/8 inch iron rebar set as described;

Thence North  $58^{\circ}07'23''$  East a distance of 494.72 feet to a 5/8 inch iron rebar set as described;

Thence North  $53^{\circ}09'24''$  East a distance of 444.39 feet to a 5/8 inch iron rebar set as described;

Thence North  $53^{\circ}43'59''$  East a distance of 421.63 feet to a 5/8 inch iron rebar set as described;

Thence North  $71^{\circ}24'32''$  East a distance of 207.43 feet to a 5/8 inch iron rebar set as described;

Thence North  $30^{\circ}52'36''$  East a distance of 501.63 feet to a 5/8 inch iron rebar set as described;

Thence North  $56^{\circ}40'29''$  East a distance of 486.59 feet to a 5/8 inch iron rebar set as described;

Thence North  $82^{\circ}58'54''$  East a distance of 556.26 feet to a 5/8 inch iron rebar set as described;

Thence North  $56^{\circ}13'03''$  East a distance of 586.92 feet to a 5/8 inch iron rebar set as described;

Thence South  $84^{\circ}01'49''$  East a distance of 399.80 feet to a 5/8 inch iron rebar set as described;

Thence North  $31^{\circ}26'49''$  East a distance of 533.83 feet to a 5/8 inch iron rebar set as described;

Thence North  $11^{\circ}26'13''$  East a distance of 499.14 feet to a 5/8 inch iron rebar set as described;

Thence North  $01^{\circ}04'04''$  East a distance of 563.90 feet to a 5/8 inch iron rebar set as described;

Thence North  $18^{\circ}49'11''$  East a distance of 571.32 feet to a 5/8 inch iron rebar set as described;

Thence North 32°09'12" East a distance of 565.47 feet to a 5/8 inch iron rebar set as described;

Thence North 35°24'48" East a distance of 338.49 feet to a 5/8 inch iron rebar set as described;

Thence North 48°48'54" East a distance of 472.85 feet to a 5/8 inch iron rebar set as described;

Thence North 48°24'57" East a distance of 487.19 feet to a 5/8 inch iron rebar set as described;

Thence North 29°53'40" East a distance of 513.78 feet to a 5/8 inch iron rebar set as described;

Thence North 23°45'52" East a distance of 358.37 feet to a 5/8 inch iron rebar set as described;

Thence North 30°39'11" East a distance of 387.59 feet to a 5/8 inch iron rebar set as described;

Thence North 34°22'40" East a distance of 502.65 feet to a 5/8 inch iron rebar set as described;

Thence North 37°05'19" East a distance of 1040.87 feet to a 5/8 inch iron rebar set as described;

Thence North 10°40'30" East a distance of 500.43 feet to a 5/8 inch iron rebar set as described;

Thence North 40°02'34" East a distance of 563.43 feet to a 5/8 inch iron rebar set as described;

Thence North 21°40'55" East a distance of 513.99 feet to a 5/8 inch iron rebar set as described;

Thence North 34°05'52" East a distance of 491.18 feet to a 5/8 inch iron rebar set as described;

Thence North 41°38'39" East a distance of 455.39 feet to a 5/8 inch iron rebar set as described;

Thence North 58°16'50" East a distance of 288.04 feet to a 5/8 inch iron rebar set as described;

Thence South 60°47'48" East a distance of 767.39 feet to a 5/8 inch iron rebar set as described;

Thence North 64°26'07" East a distance of 785.08 feet to a 5/8 inch iron rebar set as described;

Thence North 13°24'15" East a distance of 552.80 feet to a 5/8 inch iron rebar set as described;

Thence North 11°14'42" East a distance of 676.32 feet to a 5/8 inch iron rebar set as described;

Thence North 49°22'01" East a distance of 551 feet, more or less, to said Township line between West Forks Plantation and Chase Stream Township and the point of beginning.

Meaning and intending to convey all land southeasterly of elevation 820 feet and northerly of the retained lands of the Grantor within the above described Township to the thread of the Kennebec River within the above described bounds, containing 345.6 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

#### **PARCEL 5**

#### **WEST FORKS SOUTHERLY SECTION**

Beginning at a point on the southeasterly bound of land now or formerly of Plum Creek Timberlands, LLC established by an exchange of deeds by and between S.D. Warren Company and Central Maine Power Company recorded at SCRD in Book 1416, Pages 120 and 127, reference being made to an "Amended Application for Authority to do Business" recorded in Book 2605, Page 152 for a change of name from SDW Timber II, LLC to Plum Creek Maine Timberlands, LLC, said point being at the westerly corner of land being retained by the Grantor, and being North 72°49'01" East along said land of Plum Creek a distance of 1322.41 feet from a 4x4 wooden post found in a stone pile and South 72°49'01" West along said lands of Plum Creek a distance of 525.16 feet from the base of a 4x4 wooden post found lying on the ground;

Thence South 52°16'13" East passing through land of the Grantor a distance of 1360 feet, more or less, to the thread of the Kennebec River, being North 52°16'13" West a distance of 1020 feet, more or less, from an iron rebar found firm and plumb with a red cap on the southwesterly bound of said retained land of the Grantor and also being at the northwesterly corner of land now or formerly owned by Arthur E. and Sara I. Wilder by a deed recorded at SCRD in Book 2521, Page 22 located within Moxie Gore;

Thence in a general southerly direction along the thread of the Kennebec River a distance of 2.94 miles, more or less, to a point that is the southeasterly extension of the northeasterly line of other land of the Grantor by deeds recorded at said SCRD in Book 536, Page 409 and in Book 536, Page 465;

Thence North 64°36'22" West across said other land of the Grantor a distance of 260 feet, more or less, to an old, yellow, wooden post found in stones;

Thence continuing North 64°36'22" West by and along said other land of the Grantor a distance of 893.11 feet to an old painted wooden post found at an intersection of blazed line of trees;

Thence North 21°36'47" East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 1129.62 feet to the base of an old painted wooden post;

Thence North 53°54'08" East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 944.89 feet to an angle point;

Thence North 73°38'29" East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 443.97 feet to an old wooden post found on a steep slope at the base of a large oak tree;

Thence North 29°54'31" West by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 1089.53 feet to the base of an old wooden post;

Thence North  $04^{\circ}11'15''$  West by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 1042.38 feet to an angle point;

Thence North  $11^{\circ}17'11''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 693.30 feet to an old wooden post found in a stone pile;

Thence North  $28^{\circ}48'15''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 730.93 feet to an old wooden post;

Thence North  $42^{\circ}44'54''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 649.55 feet to the base of an old wooden post found leaning;

Thence North  $64^{\circ}19'05''$  East by and along said lands of Plum Creek and an old blazed line of trees, a distance of 561.64 feet to the base of an old wooden post found leaning;

Thence North  $67^{\circ}45'13''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 355.24 feet to the base of an old wooden post found leaning;

Thence North  $03^{\circ}42'52''$  West by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 1600.25 feet to a  $5/8$  inch iron rebar found firm and plumb;

Thence North  $42^{\circ}04'59''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 1299.55 feet to a found 4x4 wooden post;

Thence North  $22^{\circ}53'58''$  West by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 1698.08 feet to the base of a found 4x4 wooden post, half rotted, painted yellow, found lying on the ground;

Thence North  $03^{\circ}59'16''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees, a distance of 700.72 feet to a found 4x4 wooden post;

Thence North  $45^{\circ}25'34''$  East by and along said lands of Plum Creek and generally following an old line of blazed trees, a distance of 1059.44 feet to a found 4x4 wooden post found in a stone pile;

Thence North  $72^{\circ}49'01''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees painted red, a distance of 445.79 feet to a point being the northwest corner of a 3.03 acre lot retained by Central Maine Power Company (the "WMCF Parcel"), said point also being South  $72^{\circ}49'01''$  West a distance of 876.62 feet of the point of beginning of this Parcel 5;

Thence South  $17^{\circ}10'59''$  East by and along the WMCF Parcel a distance of 220.0 feet to the southwest corner of the WMCF Parcel;

Thence North  $72^{\circ}49'01''$  East by and along the WMCF Parcel a distance of 600.0 feet to the southeast corner of the WMCF Parcel;

Thence North  $17^{\circ}10'59''$  West by and along the WMCF Parcel a distance of 220.0 feet to the northeast corner of the WMCF Parcel and land now or formerly of Plum Creek;



Thence North  $72^{\circ}49'01''$  East by and along said lands of Plum Creek and generally following an old blazed line of trees painted red, a distance of 276.62 feet to the point of beginning, containing 411.79 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

**PARCEL 6**

**MOXIE GORE NORTHERLY SECTION**

Beginning at a point on the thread of Kennebec River at an intersection of the presumed Township lines between Chase Stream Township on the north, West Forks Plantation on the west at its most easterly corner, Indian Stream Township on the east at its most westerly corner and Moxie Gore on the Southeasterly side;

Thence Northeasterly along the presumed Township line between Indian Stream Township on the north and Moxie Gore on the south a distance of 37 feet, more or less, to a point at the intersection of presumed Township lines between Indian Stream Township on the north, Squaretown Township on the south and east at its northwesterly corner and Moxie Gore on the south and west at its northeasterly corner;

Thence southwesterly along the presumed Township line between Moxie Gore on the west and Squaretown Township on the east a distance of 80 feet, more or less, to the southerly corner of Parcel Two, described above;

Thence continuing Southeasterly along the presumed Township line between Moxie Gore on the west and Squaretown Township on the east a distance of 352 feet, more or less, to a point at the most northerly corner of land now or formerly of Draper Properties by deed recorded at said SCRD in Book 2888, Page 31, being Lot 10 as shown on the plan titled "Survey Plan Land of TM-Corporation Area XIV" dated March 31, 1989, prepared by Terrence S. Worcester and recorded at the SCRD in Plan File B-89, Page 47 said point being South  $11^{\circ}31'58''$  East a distance of 351.87 feet from the southerly corner of Parcel Two, described above;

Thence South  $46^{\circ}45'35''$  West by and along Lot 10 and said land of Draper a distance of 196.21 feet, more or less, to an iron rebar found with cap "RLS 1310";

Thence continuing South  $46^{\circ}45'35''$  West by and along Lot 10 and said land of Draper a distance of 227.29 feet to an angle point;

Thence South  $13^{\circ}32'10''$  West by and along Lot 10 and said land of Draper a distance of 1175.10 feet to the corner of Lots 9 and 10 as shown on said Plan of Area XIV and witnessed by an iron rebar found with cap "RLS 1310";

Thence South  $42^{\circ}29'16''$  West by and along Lot 9 and said land of Draper a distance of 889.06 feet to an iron rebar found with cap "RLS 1310";

Thence North  $89^{\circ}10'10''$  West by and along Lots 9 and 8 as shown on said Plan of Area XIV and said land of Draper a total distance of 847.97 feet to an iron rebar found with cap "RLS 1310";

Thence North  $55^{\circ}17'19''$  West by and along Lot 8 and said land of Draper a distance of 467.98 feet to an angle point;

Thence South 30°48'34" West by and along Lot 8 and said land of Draper a distance of 427.25 feet to an angle point;

Thence South 10°58'50" West by and along Lot 8 and said land of Draper a distance of 340.57 feet to the corner of Lots 7 and 8 as shown on said Plan of Area XIV and witnessed by a 5/8 inch iron rebar found 8 inches above grade with cap "RLS 1310";

Thence South 29°30'09" West by and along Lots 7, 6 and 5 as shown on said Plan of Area XIV and said land of Draper Properties a total distance of 2488.03 feet to the corner of Lots 4 and 5 as shown on said Plan witnessed by a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 44°27'05" West by and along Lot 4 and said land of Draper a distance of 591.34 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 24°57'23" West by and along Lot 4 as shown on said Plan of Area XIV and said land of Draper Properties a distance of 235.79 feet to an unmonumented point at the corner of Lots 4 and 3 as shown on said Plan;

Thence continuing South 24°57'23" West by and along Lot 3 as shown on said Plan of Area XIV and said land of Draper Properties a distance of 813.08 feet to the corner of Lots 3 and 2 as shown on said Plan and witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 40°31'34" West by and along Lot 2 as shown on said Plan of Area XIV and said land of Draper a distance of 873.46 feet to an unmonumented point at the corner of Lots 2 and 1 as shown on said Plan;

Thence continuing South 40°31'34" West by and along Lot 1 as shown on said Plan of Area XIV and said land of Draper a distance of 1,154.41 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 11°27'33" West by and along Lot 1 and said land of Draper a distance of 234.00 feet to the southwest corner of Lot 1 as shown on said Plan of Area XIV and the northwest corner of Lot 15 as shown on the plan titled "Survey Plan Land of TM-Corporation Area XIII" dated March 31, 1989, prepared by Terrence S. Worcester and recorded at the SCR D in Plan File B-89, Page 46, said corner being witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 05°09'17" East by and along Lot 15 as shown on said Plan of Area XIII and said land of Draper a distance of 377.12 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 01°52'32" East by and along Lot 15 and said land of Draper a distance of 290.65 feet to the corner of Lots 14 and 15 as shown on said Plan of Area XIII and witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 01°51'02" East by and along Lot 14 and said land of Draper a distance of 334.48 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 23°57'18" West by and along Lot 14 and said land of Draper a distance of 359.39 feet to the corner of Lots 13 and 14 as shown on said Plan of Area XII and witnessed by a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310 E Pro Consultants";

Thence South 08°35'42" East by and along Lot 13 and said land of Draper a distance of 250.76 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310 E Pro Consultants";

Thence South 27°44'38" East by and along Lot 13 and said land of Draper a distance of 580.35 feet to a point on the northerly bound of land being retained by the Grantor as described a deed recorded at SCRD in Book 1921, Page 327, said point being witnessed by a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 54°19'43" West by and along said land being retained by the Grantor a distance of 86.49 feet to an iron rebar found with cap "RLS 1310";

Thence North 67°58'38" West by and along said land being retained by the Grantor and land now of formerly of FPL Energy Maine Hydro LLC by deeds recorded at SCRD in Book 2540, Page 24 and Book 3240, Page 295 a total distance of 342.45 feet to an iron rebar found marking the easterly corner of an easement for the Carry Brook takeout area described in said deed to FPL recorded at SCRD in Book 3240, Page 295;

Thence South 57°41'09" West by and along said land of FPL on the southeast and said easement on the northwest, a distance of 226.81 feet to an iron rebar found;

Thence North 69°28'05" West by and along said land of FPL on the southwest and said easement on the northeast, a distance of 112.76 feet to the most westerly corner of said land of FPL and to said land being retained by the Grantor;

Thence South 69°22'53" West by and along said land being retained by the Grantor a distance of 469.63 feet to an iron rebar found";

Thence North 69°19'56" West by and along said land being retained by the Grantor a distance of 343.34 feet to an iron rebar found;

Thence South 52°51'18" West by and along said land being retained by the Grantor a distance of 174.15 feet to an iron rebar found;

Thence South 09°21'22" East by and along said land being retained by the Grantor a distance of 267.32 feet to a corner of land now or formerly of Draper Properties by same deed mentioned above, witnessed by an iron rebar found;

Thence South 84°31'35" West by and along Lot 9 as shown on said Plan of Area XIII and said land of Draper a distance of 767.73 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 61°55'54" West by and along Lot 9 and said land of Draper a distance of 452.75 feet to the corner of Lots 8 and 9 as shown on said Plan of Area XIII, witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 22°46'57" West by and along Lot 8 and said land of Draper a distance of 576.71 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 56°11'01" West by and along Lot 8 and said land of Draper a distance of 828.75 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 30°46'08" East by and along Lot 8 and said land of Draper northeasterly of Black Brook, a distance of 336.15 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 63°06'11" East by and along Lot 8 and said land of Draper northeasterly of Black Brook, a distance of 335.80 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 36°18'12" East by and along Lot 8 and said land of Draper northeasterly of Black Brook, a distance of 202.61 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 11°09'50" West by and along Lot 8 and said land of Draper northeasterly of Black Brook, a distance of 334.14 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 73°39'21" East by and along Lot 8 and said land of Draper northeasterly of Black Brook, a distance of 347.83 feet to the corner of Lots 7 and 8 as shown on said Plan of Area XIII and witnessed by a 5/8 inch iron rebar found firm and leaning with cap "RLS 1310";

Thence South 15°58'16" West by and along Lot 7 and said land of Draper, crossing Black Brook, and continuing on the same course by and along Lot 3 of said Plan and said land of Draper, a total distance of 177.03 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence North 73°50'05" West by and along Lot 3 and said land of Draper southwesterly of Black Brook, a distance of 386.91 feet to the corner of Lots 2 and 3 as shown on said Plan of Area XIII, witnessed by a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence North 41°55'15" West by and along Lot 2 as and said land of Draper southwesterly of Black Brook, a distance of 249.45 feet to a 5/8 inch iron rebar found firm and plumb 1 inch above grade with cap "RLS 1310";

Thence North 07°10'52" East by and along Lot 2 and said land of Draper southwesterly of Black Brook, a distance of 275.77 feet to a 5/8 inch iron rebar found firm and plumb 1 inch above grade with cap "RLS 1310";

Thence North 67°11'32" West by and along Lot 2 and said land of Draper southwesterly of Black Brook, a distance of 311.22 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence North 45°54'24" West by and along Lot 2 and said land of Draper southwesterly of Black Brook, a distance of 647.13 feet to a 5/8 inch iron rebar found firm and plumb 1 inch above grade;

Thence South 55°46'30" West by and along Lot 2 and said land of Draper a distance of 414.81 feet to a 5/8 inch iron rebar found firm and plumb 1 inch above grade;

Thence South 28°54'35" West by and along Lot 2 and said land of Draper a distance of 865.99 feet to a 5/8 inch iron rebar found firm and plumb 15 inches above grade;

Thence South 40°57'13" West by and along Lot 2 and said land of Draper a distance of 664.73 feet to the corner of Lots 1 and 2 as shown on said Plan of Area XIII, witnessed by a 5/8 inch iron rebar found flush with the ground;

Thence North 67°59'55" West by and along Lot 1 and said land of Draper a distance of 569.12 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade;

Thence South  $71^{\circ}22'32''$  West by and along Lot 1 and said land of Draper a distance of 307.86 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade;

Thence South  $41^{\circ}40'49''$  West by and along Lot 1 and said land of Draper a distance of 445.38 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade;

Thence South  $16^{\circ}36'49''$  East by and along Lot 1 and said land of Draper a distance of 563.08 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade;

Thence South  $17^{\circ}26'50''$  West by and along Lot 1 and said land of Draper a distance of 391.94 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade;

Thence North  $88^{\circ}23'08''$  East by and along Lot 1 and said land of Draper a distance of 388.30 feet to a 5/8 inch iron rebar found firm and plumb 4 inches above grade with cap "RLS 1310";

Thence South  $12^{\circ}29'59''$  West by and along Lot 1 and said land of Draper a distance of 249.46 feet to a 5/8 inch iron rebar found firm and plumb 2 inches above grade with cap "RLS 1310";

Thence South  $75^{\circ}29'25''$  West by and along Lot 1 and said land of Draper a distance of 165.64 feet to a 5/8 inch iron rebar found firm and plumb 4 inches above grade with cap "RLS 1310";

Thence South  $26^{\circ}38'18''$  West by and along Lot 1 and said land of Draper a distance of 337.21 feet to the corner of Lot 1 and shown on said Plan of Area XIII and the northwesterly corner of Lot 21 as shown on the plan titled "Survey Plan Land of TM-Corporation Area XII" dated March 29, 1989, prepared by Terrence S. Worcester and recorded at the SCRD in Plan File B-89, Page 45, said corner being witnessed by a 5/8 inch iron rebar found firm and plumb 4 inches above grade with cap "RLS 1310";

Thence South  $25^{\circ}26'56''$  West by and along Lot 21 as shown on said Plan of Area XII and said land of Draper a distance of 700.21 feet to the corner of Lots 21 and 20 as shown on said Plan of Area XII, witnessed by a 5/8 inch iron rebar found firm and plumb 2 inches above grade with cap "RLS 1310";

Thence South  $25^{\circ}22'54''$  West by and along Lot 20 and said land of Draper a distance of 230.24 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade with cap "RLS 1310";

Thence South  $44^{\circ}18'50''$  West by and along Lot 20 and said land of Draper a distance of 478.71 feet to the corner of Lots 20 and 17 as shown on said Plan of Area XII, witnessed by a 5/8 inch iron rebar found firm and plumb 3 inches above grade with cap "RLS 1310";

Thence South  $44^{\circ}19'29''$  West by and along Lot and said land of Draper a distance of 478.09 feet to the corner of Lots 16 and 17 as shown on said Plan of Area XII, witnessed by an iron rebar found firm and plumb 2 inches above grade;

Thence South  $44^{\circ}18'36''$  West by and along Lot 16 and said land of Draper a distance of 287.73 feet to an iron rebar found firm and plumb 2 inches above grade;

Thence South  $57^{\circ}59'02''$  West by and along Lot 16 and said land of Draper a distance of 584.86 feet to an iron rebar found firm and plumb 2 inches above grade;

Thence South 78°56'29" West by and along Lot 16 and said land of Draper a distance of 495.07 feet to an iron rebar found firm and plumb 2 inches above grade in a ring of stones;

Thence South 54°09'20" West by and along Lots 16 and 15 and said land of Draper a total distance of 456.14 feet to a 5/8 inch iron rebar found firm and plumb 2 inches above grade in a ring of stones;

Thence South 28°17'10" East by and along Lots 15 and 11 and said land of Draper a total distance of 1602.48 feet to an iron rebar found 1 inch below grade in a wet area;

Thence South 14°28'25" East by and along Lots 11 and 10 and said land of Draper a total distance of 446.23 feet to an iron rebar found firm and plumb 2 inches above grade in a ring of stones;

Thence South 04°42'08" East by and along Lots 10 and 9 and said land of Draper a total distance of 423.67 feet to an iron rebar found firm and plumb 2 inches above grade;

Thence South 20°15'45" West by and along Lot 9 and said land of Draper a distance of 609.70 feet to the corner of Lots 9 and 5 as shown on said Plan of Area XII, witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 20°20'55" West by and along Lot 5 and said land of Draper a distance of 62.24 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 37°29'41" West by and along Lot 5 and said land of Draper a distance of 605.94 feet to an iron rebar found firm and plumb 2 inches above grade;

Thence South 34°37'00" East by and along Lot 5 and said land of Draper a distance of 129.14 feet to the corner of Lots 5 and 4 as shown on said Plan of Area XII and witnessed by an iron rebar found 2 inches high in ledge;

Thence continuing South 34°37'00" East by and along Lot 4 and said land of Draper a distance of 91.99 feet to an iron rebar found 1 inch below grade;

Thence South 56°56'36" East by and along Lot 4 and said land of Draper a distance of 837.23 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 53°13'11" East by and along Lot 4 and said land of Draper a distance of 413.85 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 25°18'32" West by and along Lot 4 and said land of Draper a distance of 94.09 feet to the southwest corner of Lot 4 as shown on said Plan of Area XII and the northwest corner of Lot 23 as shown on the plan titled "Survey Plan Land of TM-Corporation Area XI" dated March 27, 1989, prepared by Terrence S. Worcester and recorded at the SCRD in Plan File B-89, Page 25, said corner being witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 35°16'29" East by and along Lot 23 as shown on said Plan of Area XI and said land of Draper a distance of 359.93 feet to a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 00°35'02" East by and along Lot 23 and said land of Draper a distance of 582.98 feet to the corner of Lots 23 and 22 as shown on said Plan of Area XI, witnessed by a 5/8 inch iron rebar found with cap "RLS 1310";

Thence South 10°31'49" West by and along Lot 22 and land now or formerly of Gordon C. Berry by deed recorded at said SCRD in Book 1778, Page 291 a distance of 530.04 feet to an iron rebar found flush with the ground with cap "RLS 1310";

Thence South 09°45'31" East by and along Lot 22 and said land of Berry a distance of 311.18 feet to an iron rebar found firm and plumb 2 inches above grade with cap "RLS 1310";

Thence North 87°52'45" East by and along Lot 22 and said land of Berry a distance of 193.73 feet to an iron rebar found firm and plumb 24 inches above grade with cap "RLS 1310";

Thence South 06°10'44" East by and along Lot 22 and said land of Berry a distance of 381.61 feet to an iron rebar found firm and plumb 10 inches above grade with cap "RLS 1310";

Thence South 33°18'16" East by and along Lot 22 and said land of Berry a distance of 502.74 feet to an iron rebar found firm and plumb 2 inches above grade with cap "RLS 1310";

Thence South 45°31'02" West by and along Lot 22 and said land of Berry a distance of 73.32 feet to an iron rebar found firm and plumb 2 inches above grade with cap "RLS 1310";

Thence North 63°21'34" West by and along Lot 22 and said land of Berry a distance of 302.93 feet to an iron rebar found firm and plumb 2 inches above grade with cap "RLS 1310";

Thence South 51°57'47" West by and along Lot 22 and said land of Berry a distance of 669.12 feet to an iron rebar found firm and plumb 4 inches above grade with no cap;

Thence South 35°52'08" West by and along Lot 22 and said land of Berry a distance of 237.93 feet to the corner of Lots 22 and 21 on said Plan of Area XI and to the northwesterly corner of land now or formerly of Arthur E. Wilder, Sara I. Wilder, and Elizabeth I. Wilder by deed recorded at said SCRD in Book 1785, Page 209, said corner being witnessed by an iron rebar found firm and plumb 4 inches above grade with cap "RLS 1310";

Thence South 09°48'28" West by and along Lot 21 and said land of Wilder a distance of 443.47 feet to the base of an iron rebar found 4 inches above grade, loose and leaning with no cap;

Thence South 03°26'00" East by and along Lot 21 and said land of Wilder a distance of 315.39 feet to an iron rebar found firm and plumb 4 inches above grade with no cap;

Thence South 30°29'42" West by and along Lot 21 and said land of Wilder a distance of 511.55 feet to the corner of Lots 21 and 20 as shown on said Plan of Area XI and to the northerly corner of land now or formerly of Arthur E. Wilder and Sarah I. Wilder by deeds recorded at the SCRD in Book 2496, Page 24 and Book 2888, Page 26, said corner being witnessed by an iron rebar found firm and plumb 4 inches above grade with cap "RLS 1310";

Thence South 43°09'00" West by and along Lot 20 and said land of Wilder a distance of 445.10 feet to an iron rebar found firm and plumb 4 inches above grade with no cap;

Thence South 58°23'28" West by and along Lot 20 and said land of Wilder a distance of 386.35 feet to the corner of Lots 20 and 19 as shown on said Plan of Area XI and a 5/8 inch iron rebar found firm and plumb 4 inches above grade with cap "RLS 1310";

Thence South 68°44'27" West by and along Lot 19 and said lands of Wilder a distance of 185.11 feet to a 5/8 inch iron rebar found firm and plumb with cap "RLS 1310";

Thence South 46°26'03" West by and along Lot 19 and said land of Wilder a distance of 783.57 feet to an iron rebar found firm and plumb 2 inches above grade;

Thence South 32°24'31" West by and along Lot 19 and said land of Wilder a distance of 764.47 feet to land being retained by the Grantor and witnessed by an iron rebar painted red found firm and plumb in a ring of stones;

Thence North 52°16'13" West by and along said land being retained by the Grantor a distance of 910 feet, more or less, to the thread of the Kennebec River, being South 52°16'13" East by and along said land being retained by the Grantor a distance of 690 feet, more or less, from an iron rebar with cap "SGC ENG PLS 2147" set on the contour line at elevation 820 feet based on NAVD88 datum, next to a wooden post found lying on ground in West Forks Plantation;

Thence Northerly along the thread of said Kennebec River and West Forks Plantation a distance of 7.3 miles, more or less, to the point of beginning.

Meaning and intending to convey all land westerly of the TM-Corporation Subdivision, northerly of a 336.6 foot wide corridor being retained by the Grantor and to the thread of the Kennebec River within the above described Township, containing 526.4 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

#### **Parcel 7**

##### **Moxie Gore Southerly Section East of Lost Camp Road**

Beginning at a 5/8 inch iron rebar set with cap "SGC ENG PLS #2147" at the most easterly corner of land being retained by the Grantor containing 4.5 acres and on the southwesterly bound of other land being retained by the Grantor upon which a camp is located, known as "Lost Camp", the camp being occupied by Gordon Berry under a letter of agreement prepared by Central Maine Power Company dated August 10, 2001 and signed by them September 10, 2001, said rebar being South 52°16'13" East along said other retained land and across the Kennebec River a distance of 1881.07 feet, more or less, from the point of beginning for Parcel 5 herein described on the southeasterly bound of land now or formerly owned by Plum Creek Timberlands, LLC established by an exchange of deeds by and between S.D. Warren Company and Central Maine Power Company recorded at SCRD in Book 1416, Pages 120 and 127, reference being made to an Amended Application for Authority to do Business recorded in Book 2605, Page 152 for a change of name from SDW Timber II, LLC to Plum Creek Maine Timberlands, LLC;

Thence South 52°16'13" East passing through land of the Grantor along said other land being retained by the Grantor a distance of 500 feet to an iron rebar with red cap found firm and plumb at the northwesterly corner of land now or formerly owned by Arthur E. and Sara I. Wilder by deed recorded at SCRD in Book 2521, Page 22, shown as Lot 18 on a plan entitled, "Survey Plan Land of TM-Corporation Area XI, Parcels 1 - 24" dated March 27, 1989, prepared by Terrence S. Worcester and recorded at the SCRD in Plan File B-89, Page 25;



Thence South  $36^{\circ}25'40''$  East along Lot 18 and said land of Wilder a distance of 243.11 feet to a 5/8 inch iron rebar with cap "RLS 1310" found firm and plumb;

Thence South  $58^{\circ}50'44''$  West along Lot 18 and said land of Wilder a distance of 1007.01 feet to a 5/8 inch iron rebar with cap "RLS 1310" found firm and plumb;

Thence South  $24^{\circ}20'22''$  East along Lot 18 and said land of Wilder a distance of 735.21 feet to a 5/8 inch iron rebar with cap "RLS 1310" found firm and plumb;

Thence South  $38^{\circ}20'18''$  West along Lot 18 and said land of Wilder a distance of 332.32 feet to the base of a 6x6 cut wooden post found leaning and witnessed by a blazed tree, said post marking the northwesterly corner of land now or formerly owned by the State of Maine by deed recorded at SCRD in Book 878, Page 928;

Thence in a general southerly direction along a course situated 1000 feet easterly from the high water mark of the Kennebec River a distance of 1,950 feet, more or less, to the northeasterly side of a 100 foot wide strip of land retained by the Grantor, being near the end of a proposed road, the centerline being as depicted on a plan entitled, "Plan of Highway from Moxie Road to Site "F" East Branch of Kennebec River" filed by Fidelity Trust Co., Trustee, dated December 20, 1919 and recorded as Plan No. 18 in the Somerset County Registry of Deeds, as revised September 15, 1920 as Plan No. 18A and also shown on a plan of lands of the State of Maine dated December 21, 1981 and recorded in Plan File 2011, Page 46 in the SCRD (the "BPL Land Plan"), said point being on a tie line bearing of South  $20^{\circ}42'21''$  West and distance of 1937.14 feet from the last described wooden post (Note: this course is shown on the Plan as a broken line rather than the solid Locus Boundary Line used for the remaining courses of the description);

Thence North  $26^{\circ}27'57''$  West along said 100 foot wide strip, within which is located an existing gravel road leading to the "Lost Camp" so called, a distance of 147 feet, more or less, to a point on a spotted line surveyed by Hutchinson and Colby as noted on said plan dated in 1919, near the base of a 1" iron rebar 18 inches high and leaning, painted yellow and in stones;

Thence continuing North  $26^{\circ}27'57''$  West along a 100 foot wide strip being retained by the Grantor running westerly and northerly across Moxie Stream to the "Lost Camp", so called, a distance of 24.38 feet to an angle point;

Thence North  $64^{\circ}59'02''$  West along said 100 foot wide strip a distance of 373.20 feet to an angle point;

Thence North  $04^{\circ}22'56''$  West along said 100 foot wide strip a distance of 234.51 feet to an angle point;

Thence North  $39^{\circ}53'05''$  East along said 100 foot wide strip a distance of 549.20 feet to an angle point;

Thence North  $30^{\circ}46'00''$  East along said 100 foot wide strip a distance of 459.39 feet to an angle point;

Thence North  $18^{\circ}34'47''$  West along said 100 foot wide strip a distance of 498.94 feet to an angle point;

Thence North  $59^{\circ}21'30''$  West along said 100 foot wide strip a distance of 385.55 feet to an angle point;

Thence North 20°37'41" East along said 100 foot wide strip a distance of 233.95 feet to an angle point;

Thence North 61°06'31" East along said 100 foot wide strip a distance of 185.38 feet to an angle point;

Thence North 23°02'24" East along said 100 foot wide strip a distance of 1029.33 feet to an angle point;

Thence North 59°05'26" East along said 100 foot wide strip a distance of 112.18 feet to an angle point;

Thence North 41°56'53" East along said 100 foot wide strip a distance of 301.27 feet to the southwesterly bound of a 4.5 acre parcel being retained by Central Maine Power, Company;

Thence South 52°16'13" East along said retained parcel a distance of 117.11 feet to a point at the southerly corner of said retained parcel;

Thence North 37°43'47" East along said retained parcel a distance of 340 feet to a point at the easterly corner of said retained parcel and the point of beginning.

Meaning and intending to convey all land westerly of the TM-Corporation Subdivision and land owned by the State of Maine, north and east of a 100 foot wide strip of land being retained as the "Lost Camp Road" and south of a 4.5 acre parcel and 336.6 foot wide corridor being retained by the Grantor, the above described parcel containing 56.2 acres, more or less.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19.

#### **PARCEL 8**

#### **MOXIE GORE SOUTHERLY SECTION WEST OF LOST CAMP ROAD**

Beginning at a point where the southwesterly bound of a 4.5 acre parcel of land being retained by the Grantor intersects the westerly bound of a 100 foot wide strip of land, known as the Lost Camp Road situated on a tie bearing of South 70°19'22" West through said parcel 403.55 feet from the point of beginning for Parcel 7 described above;

Thence South 41°56'53" West along said 100 foot wide strip a distance of 278.82 feet to an angle point;

Thence South 59°05'26" West along said 100 foot wide strip a distance of 129.65 feet to an angle point;

Thence South 23°02'24" West along said 100 foot wide strip a distance of 1027.37 feet to an angle point;

Thence South 61°06'31" West along said 100 foot wide strip a distance of 187.75 feet to an angle point;

Thence South 20°37'41" West along said 100 foot wide strip a distance of 354.71 feet to an angle point;

Thence South 59°21'30" East along said 100 foot wide strip a distance of 432.27 feet to an angle point;

Thence South 18°34'47" East along said 100 foot wide strip a distance of 415.83 feet to an angle point;

Thence South 30°46'00" West along said 100 foot wide strip a distance of 405.48 feet to an angle point;

Thence South 39°53'05" West along said 100 foot wide strip a distance of 581.90 feet to an angle point;

Thence South 04°22'56" East along said 100 foot wide strip a distance of 333.62 feet to an angle point;

Thence South 64°59'02" East along said 100 foot wide strip a distance of 396.70 feet to an angle point;

Thence South 26°27'57" East along said 100 foot wide strip a distance of 50.55 feet to a point near a 1 inch iron rebar, 30 inches high, painted yellow in stones marking a line of spotted trees first marked by Hutchinson and Colby at the end of a 100 foot wide strip for a proposed road, the centerline being as depicted on a plan entitled, "Plan of Highway from Moxie Road to Site "F" East Branch of Kennebec River" filed by Fidelity Trust Co., Trustee, dated December 20, 1919 and recorded as Plan No. 18 in the Somerset County Registry of Deeds, as revised September 15, 1920 as Plan No. 18A and also shown on the BPL Land Plan;

Thence continuing South 26°27'57" East along said 100 foot wide strip a distance of 143 feet, more or less, to a point situated 1000 feet easterly from the high water mark of the Kennebec River;

Thence southwesterly and turning southerly along a course situated 1000 feet easterly from the high water mark of the Kennebec River a distance of 1,667 feet, more or less, to a point on a line bearing South 82°29'24" West along the northerly bound of other land owned by the State of Maine, known as the "Public Lot", approximately 120 feet from a stone pile, painted orange, found at an intersection of blazed lines and being North 82°29'54" East along said other land of the State of Maine a distance of 1,266 feet, more or less, from an iron rebar with yellow cap found 14 inches above grade at or near the high water mark of the Kennebec River (Note: this course is shown on the Plan as a broken line rather than the solid Locus Boundary Line used for the remaining courses of the description);

Thence South 82°29'54" West along said other land of the State of Maine a distance of 1266 feet, more or less, to an iron rebar with yellow cap found 14 inches high at or near the high water mark of the Kennebec River;

Thence continuing South 82°29'54" West along said other land of the State of Maine a distance of 106 feet, more or less to the thread of the Kennebec River;

Thence in a northerly course along the thread of the Kennebec River and other land of the Grantor situated in West Forks Plantation a distance of 7,528 feet, more or less to a point on the southwesterly bound of land being retained by Central Maine Power Company and containing 4.5 acres, said point being North 17°50'25" East, 5773.40 feet from the last described rebar;

Thence South 52°16'13" East along said retained land a distance of 421.7 feet, more or less, to the point of beginning.

Meaning and intending to convey all land in Moxie Gore westerly of a 100 foot wide strip of land known as Lost Camp Road and land owned by the State of Maine north of the "Public Lot"

so called, and south of 4.5 acre parcel being retained by the Grantor, and to the thread of the Kennebec River, containing 127.9 acres, more or less.

Together with any right, title and interest the Grantor may have in those areas situated easterly of an offset line 1000 feet easterly of the high water mark of the Kennebec River and westerly of lands now owned by the State of Maine as described in said deed recorded at SCRD in Book 878, Page 928 and shown as Lot 1.2 on Moxie Gore Tax Map 1, any area contained within being already accounted for in the total acreage cited above.

Bearings and distances are based on Grid North, NAD 83, UTM Zone 19

Grantor acquired its interest in the above described Parcels from W. S. Wyman, et al. in a deed dated September 19, 1935 and recorded in the Somerset County Registry of Deeds in Book 434, Page 89, from Bessemer Securities Corporation in a deed dated May 15, 1951 and recorded in said Registry in Book 536, Page 131, from Edward C. Park, Executor of Henry Harriman, in a deed dated May 18, 1951 and recorded in said Registry in Book 536, Page 138, from Realty Operators Corporation in a deed dated May 14, 1951 and recorded in said Registry in Book 536, Page 135, from Gordon D. Harriman in a deed dated May 16, 1951 and recorded in said Registry in Book 536, Page 141, from Viles Timberlands, Inc. in a deed dated June 27, 1951 and recorded in said Registry in Book 536, Page 409, from Jennie E. Bigelow, et al. in a deed dated July 14, 1951 and recorded in said Registry in Book 536, Page 465, from S.D. Warren Company by a deed dated March 18, 1988, recorded in said Registry in Book 1416, Page 127, from T-M Corporation by deed dated March 22, 1989 and recorded in said registry in Book 1506, Page 288, from J.M. Huber Corporation by a deed dated July 17, 1993 and recorded in said Registry in Book 1932, Page 248, and from Plum Creek Maine Timberlands, L.L.C. by a boundary line agreement dated April 22, 2008 and recorded in said Registry in Book 3993, Page 14. This conveyance contains a total of 1482.8 acres, more or less.

### **Exhibit A-2 Appurtenant Easements**

#### **APPURTENANT EASEMENTS**

##### **WEST FORKS PLANTATION**

##### **ACROSS RETAINED LAND OF CENTRAL MAINE POWER COMPANY**

Also hereby conveying, for the benefit of the above described lands located in West Forks Plantation, the following rights and easements, in common with others, over, under and across other land of the Grantor acquired in deeds from Viles Timberlands, Inc. to Central Maine Power Company dated June 27, 1951 and recorded in said Registry in Book 536, Page 409 and Jennie E. Bigelow, et al. to Central Maine Power Company dated July 14, 1951 and recorded in said Registry in Book 536, Page 465 (together "Grantor's Viles-Durgin Lot"), said Grantor's Viles-Durgin Lot being located in West Forks Plantation northeasterly of and adjacent to US Route 201 and southwesterly of and adjacent to Parcel 5, described above, said easements being more particularly described as follows:

**Easement A** – The perpetual right and easement to construct, maintain, repair, replace or remove roads, driveways and recreational trails and to place utilities of all kinds over, under and across a strip of land fifty feet in width described as follows:

Beginning on a point on the northeasterly side of US Route 201, as shown on State of Maine Department of Transportation Right of Way Map, State Highway "33", The Forks Plt. – West Forks Plt., Somerset County, dated March 1987, D.O.T. File No. 13-268 and also on Maine State Highway Commission Right of Way Map, State Highway "267", West Forks, Somerset County, dated January 1955, S.H.C. File No. 13-78, Sheet 9 of 9, said point being S 34° 26' 49" E a distance of 128.27 feet along the northeasterly line of said US Route 201 from a 5/8" rebar with SGC Engineering cap # 2147 marking the southerly corner of land now or formerly of The Church of Christ of The Forks as described in a deed recorded in said Registry in Book 232, Page 5, and a 5/8" rebar with SGC Engineering cap #2147;

Thence N 52° 05' 11" E across Grantor's Viles-Durgin Lot a distance of 102.77 feet to a point;

Thence N 53° 56' 04" W across Grantor's Viles-Durgin Lot a distance of 97.92 feet to a point;

Thence N 15° 13' 02" E across Grantor's Viles-Durgin Lot a distance of 133.93 to a point on the southwesterly line of land now or formerly of Gordon C. Berry as described in deeds recorded in said Registry in Book 1114, Page 342 and Book 1758, Page 7;

Thence N 58° 34' 06" E along land of said Berry a distance of 72.84 feet to a point;

Thence S 15° 13' 02" W across Grantor's Viles-Durgin Lot a distance of 152.43 to a point;

Thence S 53° 56' 04" E across Grantor's Viles-Durgin Lot a distance of 79.60 feet to a point;

Thence N 54° 45' 26" E across Grantor's Viles-Durgin Lot a distance of 140.32 feet to point;

Thence N 62° 58' 04" E across Grantor's Viles-Durgin Lot a distance of 73.53 feet to the southwesterly line of Easement B, described below;

Thence S 25° 19' 40" E across Grantor's Viles-Durgin Lot a distance of 50.02 feet to a point;

Thence S 62° 58' 04" W across Grantor's Viles-Durgin Lot a distance of 68.45 feet to a point;

Thence S 54° 45' 26" W across Grantor's Viles-Durgin Lot a distance of 158.45 feet to a point;

Thence S 26° 19' 07" E across Grantor's Viles-Durgin Lot a distance of 50.52 feet to a point;

Thence S 73° 01' 29" E across Grantor's Viles-Durgin Lot a distance of 217.66 feet to a point;

Thence S 36° 46' 10" E across Grantor's Viles-Durgin Lot a distance of 316.64 feet to an iron rebar at a corner a parcel of land conveyed by the Grantor to FPL Energy Maine Hydro LLC dated March 25, 2009 and recorded in said Registry in Book 4117, Page 248 (the "FPL Lot");

Thence S 36° 46' 10" E along said FPL Lot a distance of 120 feet to an iron rebar at a corner of said FPL Lot on the northwesterly line of Easement 1, described below;

Thence S 44° 24' 18" W along said FPL Lot a distance of 50.60 feet to point;

Thence N 36° 46' 10" W across Grantor's Viles-Durgin Lot a distance of 427.20 feet to a point;

Thence N 73° 01' 29" W across Grantor's Viles-Durgin Lot a distance of 222.88 feet to a point;

Thence N 26° 19' 07" W across Grantor's Viles-Durgin Lot a distance of 62.51 feet to a point;

Thence S 52° 05' 11" W across Grantor's Viles-Durgin Lot a distance of 83.38 feet to a point on the northeasterly line of said US Route 201;

Thence N 34° 26' 49" W along said US Route 201 a distance of 50.09 feet to the point of beginning.

The area of Easement A crosses a portion of a waterline easement reserved in a deed from Jennie E. Bigelow, Katherine M. Donahue, Rilla B. Quimby, Alton B. Durgin, Ruth M. Durgin, Helen Erdine Durgin Colgate and June Doreen Durgin Plasse to Central Maine Power Company dated July 14, 1951 and recorded in said Registry in Book 536, Page 465 and the exercise of the Easement A rights are subject to the prior rights of said waterline easement.

**Easement B** – The perpetual right and easement to construct, maintain, repair, replace or remove roads, driveways and recreational trails and to place utilities of all kinds over, under and across a strip of land one hundred feet in width described as follows:

Beginning at a point on the northwesterly line of Grantor's Viles-Durgin Lot and the southeasterly line of Parcel 5, described above, said point being S 64° 36' 22" E a distance of 132.78 feet from a 4"x4" wooden post marking the corner of said Parcel 5; thence

S 64° 36' 22" E along said Parcel 5 a distance of 105.50 feet to a point;

Thence S 43° 58' 39" W across Grantor's Viles-Durgin Lot a distance of 402.19 feet to a point;

Thence S 20° 38' 05" W across Grantor's Viles-Durgin Lot a distance of 76.70 feet to a point;

Thence S 34° 55' 19" W across Grantor's Viles-Durgin Lot a distance of 332.18 feet to a point;

Thence S 63° 37' 26" W across Grantor's Viles-Durgin Lot a distance of 204.31 feet to a point;

Thence S 79° 45' 31" W across Grantor's Viles-Durgin Lot a distance of 127.21 feet to a point;

Thence S 28° 19' 27" W across Grantor's Viles-Durgin Lot a distance of 181.12 feet to a point;

Thence S 62° 58' 04" W across Grantor's Viles-Durgin Lot a distance of 137.49 feet to a point;

Thence N 25° 19' 40" W across Grantor's Viles-Durgin Lot and the northeasterly end of Easement A, described above, a distance of 100.4 feet to a point that is S 25° 19' 40" E a distance of 150.48 feet from a 1 inch rebar found 2 feet above grade, loose and painted yellow, at the easterly corner of land of said Berry;

Thence N 62° 58' 04" E across Grantor's Viles-Durgin Lot a distance of 103.33 feet to a point;

Thence N 28° 19' 27" E across Grantor's Viles-Durgin Lot a distance of 198.09 feet to a point;

Thence N 79° 45' 31" E across Grantor's Viles-Durgin Lot a distance of 161.20 feet to a point;

Thence N 63° 37' 26" E across Grantor's Viles-Durgin Lot a distance of 164.55 feet to a point;

Thence N 34° 55' 19" E across Grantor's Viles-Durgin Lot a distance of 294.07 feet to a point;

Thence N 20° 38' 05" E across Grantor's Viles-Durgin Lot a distance of 84.83 feet to a point;

Thence N 43° 58' 39" E across Grantor's Viles-Durgin Lot a distance of 389.22 feet to the point of beginning.

**Easement C** – The perpetual right and easement to construct, maintain, repair, replace or remove roads, driveways and recreational trails and to place utilities of all kinds over, under and across a strip of land one hundred feet in width described as follows:

Beginning at a point on the northwesterly line of Grantor's Viles-Durgin Lot and the southeasterly line of Parcel 5, described above, said point being S 64° 36' 22" E a distance of 48.38 feet from an old wooden post set in stones and painted yellow;

Thence S 64° 36' 22" E along said line a distance of 101.49 feet to a point at or near the high water mark of the East Branch of the Kennebec River;

Thence S 35° 12' 33" W across Grantor's Viles-Durgin Lot a distance of 613.99 feet to a point;

Thence S 44° 25' 12" W across Grantor's Viles-Durgin Lot a distance of 334.75 feet to a point;

Thence S 47° 43' 21" W across Grantor's Viles-Durgin Lot a distance of 448.34 feet to a point;

Thence N 87° 55' 30" W across Grantor's Viles-Durgin Lot a distance of 82.41 feet to the easterly line of said FPL Lot;

Thence N 02° 57' 27" E along said FPL Lot, passing through a 5/8 inch rebar found with plastic cap #2157, a distance of 100.01 feet to a point that is 10.60 feet southerly along said line from an iron rebar found;

Thence S 87° 55' 30" E across Grantor's Viles-Durgin Lot a distance of 40.88 feet to a point;

Thence N 47° 43' 21" E across Grantor's Viles-Durgin Lot a distance of 404.70 feet to a point;

Thence N 44° 25' 12" E across Grantor's Viles-Durgin Lot a distance of 323.81 feet to a point; thence

N 35° 12' 33" E across Grantor's Viles-Durgin Lot a distance of 588.64 feet to the point of beginning.

The area of Easement C includes the area of an easement benefiting the US Geological Survey, its successors and assigns, to maintain, repair replace and remove the existing monitoring station located along the shore of the East Branch of the Kennebec River a distance of 200 feet, more or less, southwesterly of the most easterly corner of the herein conveyed parcel, together with the right in common with others for ingress and egress at all times across Easement 1, Easement 2, Easement A and Easement C, all described herein. The exercise of the Easement C rights herein is subject to the prior rights of the US Geological Survey.

**Easement D** – The perpetual right and easement to construct, maintain, repair, replace or remove roads, driveways and recreational trails and to place utilities of all kinds over, under and across a strip of land fifty feet in width described as follows:

Beginning at a point on the northwesterly line of the Grantor's Viles-Durgin Lot and the southeasterly line of lands formerly of S.D. Warren Company and now of Plum Creek Timberlands, LLC as described in a deed recorded in said Registry in Book 2605, Page 151, said point being S 60° 55' 14" E a distance of 365.23 feet from a ring of stones with a wooden post lying on the ground marking the most northerly corner of the Grantor's Viles-Durgin Lot, said point also being N 60° 55' 14" W a distance of 365.47 feet along said line from a 4"x4" wooden post marking the corner of lands of said Plum Creek Timberlands, LLC; thence

S 60° 55' 14" E along said line a distance of 56.70 feet to a point;

Thence S 00° 56' 46" W across Grantor's Viles-Durgin Lot a distance of 66.49 feet to a point;

Thence S 20° 35' 53" E across Grantor's Viles-Durgin Lot a distance of 88.33 feet to a point;

Thence S 35° 13' 06" E across Grantor's Viles-Durgin Lot a distance of 85.37 feet to a point;

Thence S 56° 00' 54" E across Grantor's Viles-Durgin Lot a distance of 112.26 feet to a point;

Thence S 19° 08' 33" E across Grantor's Viles-Durgin Lot a distance of 73.65 feet to a point;

Thence S 00° 48' 12" W across Grantor's Viles-Durgin Lot a distance of 56.99 feet to a point that is on the northwesterly side of Easement B, described above;

Thence S 43° 58' 39" W across Grantor's Viles-Durgin Lot and the northwesterly side of said Easement B, a distance of 73.08 feet to a point;

Thence N 00° 48' 12" E across Grantor's Viles-Durgin Lot a distance of 101.49 feet to a point;

Thence N 19° 08' 33" W across Grantor's Viles-Durgin Lot a distance of 48.19 feet to a point;

Thence N 56° 00' 54" W across Grantor's Viles-Durgin Lot a distance of 104.76 feet to a point;

Thence N 35° 13' 06" W across Grantor's Viles-Durgin Lot a distance of 100.95 feet to a point;

Thence N 20° 35' 53" W across Grantor's Viles-Durgin Lot a distance of 104.25 feet to a point;

Thence N 00° 56' 46" E across Grantor's Viles-Durgin Lot a distance of 102.74 feet to the point of beginning.

Said Easement A, Easement B, Easement C and Easement D to benefit any lands conveyed herein or any lands Grantee, its successors and assigns, may acquire in the future that are contiguous with the ownership of the Grantor as of May 15, 2011. MDOC may, upon written request to Grantor, relocate all or parts of Easement A, Easement B, Easement C or Easement D provided such relocation does not materially impact Grantor's then current use of Grantor's Viles-Durgin Lot or the excepted rights of others, MDOC obtains all necessary permits and regulatory approvals at its sole expense, the relocation is at the sole cost of MDOC and MDOC prepares a corrective deed and survey of the agreed to relocated easement.



**WEST FORKS PLANTATION  
ACROSS LAND OF OTHERS**

Also hereby conveying, for the benefit of the above-described lands located in West Forks Plantation, the non-exclusive right, in common with Grantor and others, to utilize two easements for ingress and egress as reserved by the Grantor in a deed to FLP Energy Maine Hydro LLC dated March 25, 2009 and recorded in said Registry in Book 4117, Page 248 ( the "FPL Lot"), being more particularly described as follows:

**Easement 1** – A fifty-foot wide easement beginning at an iron rebar found on the northeasterly line of said County Right of Way, described below, that is S 65° 18' 12" E a distance of 30.43 feet from the iron rebar found at the most southerly corner of land now or formerly of Albert Marinilli as described in a deed dated February 13, 2007 and recorded in said Registry in Book 3811, Page 304 and further described in a boundary line agreement between the Grantor and said Marinilli dated January 31, 2011 and recorded in said Registry in Book 4366, Page 45; thence

N 44° 24' 18" E along the FPL Lot a distance of 235.00 feet to an iron rebar found;

Thence S 36° 46' 10" E across the FPL Lot a distance of 50.60 feet to a point;

Thence S 44° 24' 18" W across the FPL Lot a distance of 254.20 feet to the northeasterly line of the County Right-of-Way Line as shown on plans titled "Maine State Highway Commission Plan of Proposed Relocation of State Highway "H", West Forks and The Forks", Somerset County, dated July 19, 1932, File # 13-9 and "Maine State Highway Commission Plan of Proposed Relocation of State Highway "H", West Forks and The Forks", Somerset County, dated June 1932, File # 23-7;

Thence N 65° 26' 21" W along said County Right of Way a distance of 53.16 feet to the point of beginning.

**Easement 2** – A twenty-foot wide easement centered over the existing gravel way beginning at the northeasterly line of Easement 1, above, and extending northeasterly and easterly to the easterly line of the FPL Lot, a distance of 500 feet, more or less.

Easement 1 and Easement 2 to benefit the Grantee herein, in common with others, in connection with Easement A, Easement B, Easement C and Easement D, under the same terms and conditions as set forth in the above referenced conveyance to FPL Energy Maine Hydro LLC.

All bearings and distances used to describe Easement 1, Easement 2, Easement A, Easement B, Easement C and Easement D are based Grid North, NAD 83, UTM Zone 19.

Also hereby conveying for the benefit of Parcel 4 and Parcel 5, a non-exclusive right to utilize, in common with Grantor and others, certain rights-of-way between highway Route 201 and Parcel 4 and Parcel 5, over, along and across land formerly of S.D. Warren Company in West Forks Plantation, Chase Stream Township (T1, R6, BKP WKR) and Johnson Mountain Township (T2, R6, BKP WKR) under the same terms and conditions as set forth in a deed from S.D. Warren Company to Central Maine Power Company dated March 18, 1988, recorded in said Registry in Book 1416, Page 127.

**MOXIE GORE**

**ACROSS RETAINED LAND OF CENTRAL MAINE POWER COMPANY**

Also hereby conveying, for the benefit of Parcels 7 and Parcel 8, the following rights and easements, in common with others for access by foot and with vehicles, over, under and across other land of the Grantor acquired from W. S. Wyman, et al. in a deed dated September 19, 1935 and recorded in the Somerset County Registry of Deeds in Book 434, Page 89, from Bessemer Securities Corporation in a deed dated May 15, 1951 and recorded in said Registry in Book 536, Page 131, from Edward C. Park, Executor of Henry Harriman, in a deed dated May 18, 1951 and recorded in said Registry in Book 536, Page 138, from Realty Operators Corporation in a deed dated May 14, 1951 and recorded in said Registry in Book 536, Page 135, from Gordon D. Harriman in a deed dated May 16, 1951 and recorded in said Registry in Book 536, Page 141 and from T-M Corporation in a deed dated March 22, 1989 and recorded in said Registry in Book 1506, Page 288 (together "Lost Camp Road Parcel"), said Lost Camp Road Parcel being located in Moxie Gore T1 R5 BKP EKR northerly of and adjacent to the Lake Moxie Road and adjacent, in part, to Parcel 7 and Parcel 8, described above, said easement rights being the perpetual right and easement to construct, maintain, repair, replace or remove roads, driveways and recreational trails, including the right to cut and remove those trees and vegetation necessary for the foregoing, over, under and across the Lost Camp Road Parcel more particularly described as follows:

Beginning at a point in the northerly line of the Lake Moxie Road at the southwesterly corner of the Lost Camp Road Parcel and a southeast corner of land of the State of Maine as described in a deed recorded in said Registry in Book 878, Page 928 (the "State Deed");

Thence N 05°27'03"E along lands of the State of Maine a distance of 435.21 feet to a point;

Thence N 38°48'57" W along lands of the State of Maine a distance of 1223.85 feet to a point;

Thence N 45°01'57" W along lands of the State of Maine a distance of 360.41 feet to a point;

Thence N 66°29'57" W along lands of the State of Maine a distance of 1569.74 feet to a point;

Thence N 26°27'57" W along lands of the State of Maine a distance of 130 feet more or less to the southeasterly line of Parcel 8, described above;

Thence continuing on the same bearing along said Parcel 8 a distance of 143 feet, more or less to a 1 inch iron rebar, 30 inches high, painted yellow in stones marking a line of spotted trees first marked by Hutchinson and Colby at the end of a 100 foot wide strip for a proposed road, the centerline being as depicted on a plan entitled, "Plan of Highway from Moxie Road to Site "F" East Branch of Kennebec River" filed by Fidelity Trust Co., Trustee, dated December 20, 1919 and recorded as Plan No. 18 in the Somerset County Registry of Deeds, as revised September 15, 1920 as Plan No. 18A and also shown on the BPL Land Plan, said tangent having a length of 273.69 feet between the last angle point and said 1 inch iron rebar;

Thence continuing N 26°27'57" W along Parcel 8 a distance of 50.55 feet to a point;

Thence N 64°59'02" W along Parcel 8 a distance of 396.70 feet to a point;

Thence N 04°22'56" W along Parcel 8 a distance of 333.62 feet to a point;

Thence N 39°53'05" E along Parcel 8 a distance of 581.90 feet to a point;

Thence N 30°46'00" E along Parcel 8 and crossing Moxie Stream a distance of 405.48 feet to a point;

Thence N 18°34'47" W along Parcel 8 a distance of 415.83 feet to a point;

Thence N 59°21'30" W along Parcel 8 a distance of 432.27 feet to a point;

Thence N 20°37'41" E along Parcel 8 a distance of 354.71 feet to a point;

Thence N 61°06'31" E along Parcel 8 a distance of 187.75 feet to a point;

Thence N 23°02'24" E along Parcel 8 a distance of 1027.37 feet to a point;

Thence N 59°05'26" E along Parcel 8 a distance of 129.65 feet to a point;

Thence N 41°56'53" E along Parcel 8 a distance of 278.82 feet to other retained land of Central Maine Power Company;

Thence S 52°16'13" E along said other retained land a distance of 100.27 feet to a point being the westerly line of Parcel 7;

Thence S 41°56'53" W along Parcel 7 a distance of 301.27 feet to a point;

Thence S 59°05'26" W along Parcel 7 a distance of 112.18 feet to a point;

Thence S 23°02'24" W along Parcel 7 a distance of 1029.33 feet to a point;

Thence S 61°06'31" W along Parcel 7 a distance of 185.38 feet to a point;

Thence S 20°37'41" W along Parcel 7 a distance of 233.95 feet to a point;

Thence S 59°21'30" E along Parcel 7 a distance of 385.55 feet to a point;

Thence S 18°34'47" E along Parcel 7 a distance of 498.94 feet to a point;

Thence S 30°46'00" W along Parcel 7 and crossing Moxie Stream a distance of 459.39 feet to a point;

Thence S 39°53'05" W along Parcel 7 a distance of 549.20 feet to a point;

Thence S 04°22'56" E along Parcel 7 a distance of 234.51 feet to a point;

Thence S 64°59'02" E along Parcel 7 a distance of 373.20 feet to a point;

Thence S 26°27'57" E along Parcel 7 a distance of 24.38 feet to a 1 inch iron rebar, 18 inches high and leaning, painted yellow in stones marking a line of spotted trees first marked by Hutchinson and Colby at the end of a 100 foot wide strip for a proposed road, the centerline being as depicted on a plan entitled, "Plan of Highway from Moxie Road to Site "F" East Branch of Kennebec River" filed by Fidelity Trust Co., Trustee, dated December 20, 1919 and recorded as Plan No. 18 in the Somerset County Registry of Deeds, as revised September 15, 1920 as Plan No. 18A and also shown on the BPL Land Plan;

Thence continuing S 26°27'57" E along Parcel 7 a distance of 147 feet, more or less to the southeasterly line of Parcel 7;

Thence continuing on the same bearing along lands of the State of Maine a distance of 152 feet, more or less to a point, said tangent having a length of 298.38 feet between said iron rebar and this point;

Thence S 66°29'57" E along lands of the State of Maine a distance of 1552.26 feet to a point;

Thence S 45°01'57" E along lands of the State of Maine a distance of 384.79 feet to a point;

Thence S 38°48'57" E along lands of the State of Maine a distance of 1269.95 feet to a point;

Thence S 05°27'03" W along lands of the State of Maine a distance of 431.73 feet to the northerly line of the Lake Moxie Road;

Thence westerly along the northerly line of Lake Moxie Road a distance of 109 feet, more or less, to the point of beginning, said point being S 71°37'41" W a distance of 109.31 feet from the last mentioned point.

Said easement rights to include the right of MDOC to place a bridge, with the necessary abutments and wing walls, over Moxie Stream provided MDOC first obtain the written approval of its bridge design from the Grantor, said approval not to be unreasonably withheld. Grantor may, at Grantor's sole discretion, increase the size and/or carrying capacity of said bridge provided Grantor pay all incremental costs for such increased size and/or carrying capacity.

MDOC and Grantor shall maintain any road on the Lost Camp Road Parcel to the extent of their respective use. For the purpose of this paragraph, the use by the public shall be considered as use by MDOC.

MDOC may place a gate or gates on any road on the Lost Camp Road Parcel at such locations as MDOC determines in its sole discretion provided, however, that Grantor, its successors, assigns, agents or contractors shall have access through any such gate at all times by use of a dual lock system.

#### **MOXIE GORE**

#### **ACROSS LAND OF OTHERS**

Also hereby conveying, for the benefit of Parcel 6, Parcel 7 and Parcel 8, the non-exclusive right, in common with Grantor and others, to utilize certain roads and/or rights-of-way between the Harris Dam Road, so called, extending from Moxie Village to Harris Dam, and Parcel 6, Parcel 7, and Parcel 8, described above, certain rights to remove and use gravel and other earth materials and certain flowage rights appurtenant to Parcel 6, Parcel 7 and Parcel 8, over, along and across land formerly of T-M Corporation in Moxie Gore (T1, R5, BKP EKR), being the rights described in items 4, 5, 6 and 8 and under the same terms and conditions as set forth in a deed from T-M Corporation to Central Maine Power Company dated November 10, 1988 and recorded in said Registry in Book 1480, Page 89 together with the rights to utilize certain roads and/or rights-of-way extending between said Harris Dam Road and Parcel 6, Parcel 7 and Parcel 8 under the same terms and conditions as set forth in a deed from T-M Corporation to Central Maine Power Company dated November 6, 1989 and recorded in said Registry in Book 1573, Page 248.

Also hereby conveying the scenic easement benefiting Parcel 6 and Parcel 7, described above, described in a easement deed from T-M Corporation to Central Maine Power dated November 1, 1989 and recorded in said Registry in Book 1573, Page 250, said easement to prohibit any significant vegetation cutting on then-owned T-M Corporation lands within 125 feet of the common border of land of T-M Corporation and Central Maine Power Company as described in a deed from T-M Corporation to Central Maine Power Company dated March 22, 1989 and recorded in said Registry in Book 1506, Page 288, said easement rights to be effective after January 1, 1992 and the significance of the cutting to be determined by Central Maine Power Company in its sole discretion.

## **Exhibit B-1 Reservations and Exceptions**

### **RESERVATIONS AND EXCEPTIONS**

This conveyance is subject to the following rights and easements:

#### **WEST FORKS PLANTATION**

Reserving to the Grantor and its successors and assigns, the right to use existing roads and trails on the southern end of Parcel 4 and the northern end of Parcel 5, both described above, to periodically access with vehicles and equipment the retained land of the Grantor located between said Parcel 4 and Parcel 5 for purposes of the Grantor's business as a public utility.

Excepting from this conveyance a certain easement for a recreational trail to be granted to Western Mountains Charitable Foundation in an easement to be recorded in said Registry prior to Closing.

This conveyance is subject to a license for the use of certain lunch sites by commercial outfitters, said sites labeled "Northern Outdoors Lunch Site", "Windfall Rafting Lunch Site", "Magic Falls Lunch Site" and "Public Site Lunch Site", all as shown on the Plan, under the terms and conditions set forth in a license agreement between Central Maine Power Company and FPL Energy Maine Hydro LLC dated July 1999 (the "FPL License") a memorandum of which is recorded in said Registry in Book 4433, Page 325.

#### **MOXIE GORE**

Excepting from this conveyance the rights and easement to access the Kennebec River described in deeds from Central Maine Power Company to FPL Energy Maine Hydro LLC dated April 7, 1999 and recorded in said Registry in Book 2540, Page 24 and dated October 10, 2003 and recorded in said Registry in Book 3240, Page 295 (collectively the "Stairway Easement").

Reserving to the Grantor and its successors and assigns, the right and easement to cross on foot the conveyed lands in the Stairway Easement, described above, located between the retained land of Grantor described in a deed from T-M Corporation dated July 21, 1993 and recorded in said Registry in Book 1921, Page 327, and the Kennebec River.

This conveyance is subject to a license for the use of certain lunch sites by commercial outfitters, said sites labeled "Wilderness Rafting Lunch Site", "Crab Apple Lunch Site", "Downeast / Adventure Bound Lunch Site", "Unicorn Lunch Site", "Moxie Outdoor Adventure Lunch Site", "New England Whitewater Lunch Site", "Former Magic Falls Lunch Site" and "North Country Rivers Lunch Site", all as shown on the Plan, under the terms and conditions set forth in the FPL License.

#### **INDIAN STREAM, SQUARETOWN & CHASE STREAM TOWNSHIPS**

Reserving to the Grantor and its successors and assigns, the right and easement to place electric and communication transmission and distribution lines over or under Parcel 1, Parcel 2 and Parcel 3, from and to other lands of Grantor located in Indian Stream Township, Squaretown Township and Chase Stream Townships provided, however, that the placement of such electric

and communication lines does not necessitate the cutting or removal of vegetation or the placing of structures on or within said Parcel 1, Parcel 2 or Parcel 3.

Reserving to the Grantor and its successors and assigns, the right and easement to cross on foot any conveyed lands in Parcel 1, Parcel 2, and Parcel 3, described above, located between the retained land of Grantor and the Kennebec River.

**ALL LANDS**

Said Parcel 1, Parcel 2, Parcel 3, Parcel 4, Parcel 5, Parcel 6, Parcel 7 and Parcel 8 are subject to certain restrictive covenants described in a Declaration of Covenants and Restrictions pursuant to State of Maine Department of Environmental Protection Site Location of Development Act and Natural Resources Protection Act Orders, Project Number #L-24620-26-A-N/L-24620-TG-B-N/L-24620-VP-C-N/L-24620-IW-D-N/L-24620-L6-E-N and U.S. Army Corps of Engineers Permit Number NAE-2008-03017 to be recorded prior to Closing.