DECLARATION OF COVENANTS AND RESTRICTIONS
Kennebec River Gorge Parcel, West Forks, Chase Stream Township, Moxie Gore, Squaretown Township & Indian Stream Township, Maine

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 1st day of September 2011 by Central Maine Power Company (herein sometimes referred to as the "Declarant" or "CMP"), pursuant to State of Maine Department of Environmental Protection Site Location of Development Act and Natural Resources Protection Act Orders, Project Number #L-246620-26A-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 (hereinafter referred to as "Order"), relating to preservation of an approximately 1483 acre parcel of land in West Forks, Chase Stream Township, Moxie Gore, Squaretown Township and Indian Stream Township, Maine now or formally known as the Kennebec River Gorge Parcel.

RECITALS

WHEREAS, the Declarant holds title to certain real property situated in West Forks, Chase Stream Township, Moxie Gore, Squaretown Township and Indian Stream Township, Somerset County, Maine being part or all of the lands described in the following deeds recorded in the Somerset County Registry of Deeds:

W. S. Wyman, et al. dated September 19, 1935 and recorded in Book 434, Page 89
Bessemer Securities Corporation dated May 15, 1951 and recorded in Book 536, Page 131
Edward C. Park, Executor of Henry Harriman dated May 18, 1951 and recorded in Book 536, Page 138
Realty Operators Corporation dated May 14, 1951 and recorded in Book 536, Page 135
Gordon D. Harriman dated May 16, 1951 and recorded in Book 536, Page 141
Viles Timberlands, Inc. dated June 27, 1951 and recorded in Book 536, Page 409
Jennie E. Bigelow, et al. dated July 14, 1951 and recorded in Book 536, Page 465
S.D. Warren Company dated March 18, 1988, recorded in Book 1416, Page 127
T-M Corporation dated March 22, 1989 and recorded in Book 1506, Page 288
J.M. Huber Corporation dated July 17, 1993 and recorded in Book 1932, Page 248
Plum Creek Maine Timberlands, L.L.C. dated April 22, 2008 and recorded in Book 3993, Page 14.

WHEREAS, Declarant desires to place certain deed covenants, under the terms and conditions herein, over said real property (hereinafter referred to as the "Covenant Area") described in Exhibit A, attached and made a part hereof.

WHEREAS, pursuant to the Site Location of Development Act, Title 38 M.R.S.A. Sections 481 et seq., the Natural Resources Protection Act, Title 38 M.R.S.A. Section
480-A et seq., Chapter 310 and Chapter 335 of regulations promulgated by the Maine Department of Environmental Protection (the “Wetlands and Waterbodies Protection Rules” and “Significant Wildlife Habitat Rules”), Declarant has agreed, in satisfaction of the Order, to impose certain covenants and restrictions on the Covenant Area as more particularly set forth herein and has agreed that such covenants and agreements may be enforced by the Maine Department of Environmental Protection (hereinafter the "MDEP") or any successor in interest.

NOW, THEREFORE, the Declarant hereby declares that the Covenant Area is and shall forever be held, transferred, sold, conveyed, occupied and maintained subject to the covenants, conditions and restrictions set forth herein (sometimes referred to as the "Covenants and Restrictions"). The Covenants and Restrictions shall run with the Covenant Area and shall be binding on all parties having any right, title and interest in and to the Covenant Area, or any portion thereof, and their heirs, personal representatives, successors, and assigns. Any present or future owner or occupant of the Covenant Area or any portion thereof, by the acceptance of a deed of conveyance of all or part of the Covenant Area or an instrument conveying any interest therein, whether or not the deed or instrument shall so express, shall be deemed to have accepted the Covenant Area subject to the Covenants and Restrictions and shall agree to be bound by, to comply with and to be subject to each and every one of the Covenants and Restrictions hereinafter set forth.

Fee title to the Covenant Area will be conveyed to the Maine Department of Conservation (hereinafter “Grantee”).

Except for the conveyance to the State of Maine, Department of Conservation, the Declarant shall provide a 60-day advance notification to the MDEP and the U.S. Army Corps of Engineers pursuant to permit No. NAE-2008-03017, before any action is taken to void or modify this instrument, including transfer of title to, or establishment of any other legal claims.

Any transfer of ownership of the land covered by this document shall include a subordination agreement, as necessary, to give the conservation easement (or restriction) priority in any title chain, so that the land and resources covered by the document can be protected into perpetuity.

If protected mitigation property is taken in whole or in part through eminent domain, the consequential value of the property protected by the Clean Water Act is the cost of the replacement of the conservation functions, services, and values with other property in the same biophysical region and shall be provided by the party exercising eminent domain.

Restrictions on Covenant Area. Unless the owner of the Covenant Area, or its successors or assigns, obtains the prior written approval of the MDEP, (or any successor thereof), the Covenant Area shall remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrologic functions in perpetuity. Prior written approval of a Management Plan or Forest Management Plan for
the Covenant Area shall be deemed prior written approval of acts consistent with such a Plan. Declarant and Grantee agree that:

1. The Covenant Area shall be managed as part of a Regional Management Plan prepared by the Grantee and developed using Grantee’s Integrated Resource Policy (IRP). Grantee develops 15-year Regional Management Plans which may include all or some of each Public Reserved and Nonreserved Land Unit, State Park, and Historic Property within an established region. The Covenant Area will be included in the Upper Kennebec Region Management Plan. Existing plans will be revised following the initial 15-year period and amended according to the policies in place at that time. Each management plan will describe the character of the property under consideration and identify the various resource activities appropriate to these areas. Each property will be evaluated as to the "dominant" and "secondary" uses related to the natural, geological, historic, cultural, fisheries and wildlife, recreational, visual, timber, and renewable resource values. This process takes into account the broad character of the landbase, while identifying the diversity of resources and appropriate management activities. Bureau staff initiate this process during a preplanning phase by holding public scoping and informational meetings, making recommendations based on the available information to an advisory committee, drafting the management plan and adopting it;

2. a portion of the regional management plan covering the Covenant Area shall be submitted to MDEP for review prior to adoption and implementation. All changes to and management of the Covenant Area by Grantee shall be in accordance with that plan. Any subsequent changes or updates to that portion of the plan that covers the Covenant Area shall be submitted to MDEP for review and comment before implementation. MDEP may periodically monitor and inspect the Covenant Area for compliance;

3. the Covenant Area shall not be subdivided and none of the individual tracts, which together comprise the Covenant Area, shall be conveyed separately from one another;

4. no soil, loam, peat, sand, gravel, concrete, rock or other mineral substance, refuse, trash, vehicle bodies or parts, rubbish, debris, junk waste, pollutants or other fill material will be placed, stored or dumped on the Covenant Area and the surface waters contained thereon, nor shall the topography of the area be altered or manipulated in any way, except soil, sand, gravel and rock may be placed and altered as needed for the construction and maintenance of the existing and proposed roads, trails, bridges and recreational facilities in accordance with the Regional Management Plan;

5. there shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, except as needed for the construction and maintenance of the existing and proposed roads, trails, bridges and
recreational facilities in accordance with the Regional Management Plan; nor shall any uses of or activities upon the Covenant Area be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function;

6. no trees, grasses, shrubs, vines, or other vegetation shall be cut, removed or destroyed, except: as allowed in the current Regional Management Plan; de minimis flower picking shall be allowed; clearing will be allowed for the maintenance and construction of any path, trail, road or recreational facility; dead wood which is leaning or fallen and removal of invasive plant species pursuant to a Management Plan is allowed; invasive species may be eradicated, controlled, and removed by hand, mechanical, and/or chemical means. Any herbicides used on the Covenant Area will be EPA registered substances;

7. no ditches shall be dug, except to maintain existing roads, trails and parking areas consistent with the Regional Management Plan, and no draining of the Covenant Area shall take place, and no pumping or any other removal of water shall occur on the Covenant Area except as may be needed to provide public recreational facilities in accordance with the Regional Management Plan, nor shall the manipulation or alteration of natural water courses or hydrology occur;

8. no structures shall be allowed on the Covenant Area, excepting minor structures such as campsites, signage, existing rafting lunch sites, information kiosks, bridges/boardwalks, and low fences, rock walls, gates, or other barriers to block and discourage unauthorized access by motorized vehicles. Roads and parking areas necessary to access the Covenant Area may be maintained. These roads, parking areas and minor structures will be outlined in the Regional Management Plan for the Covenant Area; and,

9. except for existing and future designated trails, vehicles used for monitoring and maintenance, and vehicle use approved pursuant to Maine Bureau of Parks and Lands management planning processes (including activities as allowed in a current and approved Regional Management Plan), no trucks, cars, dirt bikes, ATVs, bulldozers, backhoes, or other motorized vehicles or mechanical equipment shall be permitted on the Covenant Area, except in the case of emergencies.

Exceptions/reservations:

1. The Declarant may enter upon the Covenant Area, after written application and approval from any local or state agencies for which approval is required, to maintain, repair and replace existing overhead and underground utilities and to establish new such utilities pursuant to existing easements granting to abutting or neighboring landowners the right to site such utilities on the Covenant Area. This reservation shall include the right of the Declarant to place electric and communication transmission and distribution lines over or under that portion of
the Covenant Area located in Chase Stream, Indian Stream and Squaretown
townships, from and to other lands of the Declarant not subject to this Declaration
of Covenants and Restrictions 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 the Covenant Area.

2. The Grantee shall have the right to conduct forest management activities on the
Covenant Area provided all activities: a) are conducted in a manner that ensures a
long-term healthy forest ecosystem; b) protect wetland and riparian areas, unique
natural communities and special wildlife habitats; c) protect unique cultural and
historic features; d) follow generally accepted silvicultural Best Management
Practices; and, are in accordance with all applicable laws. No forest management
activities shall be conducted until a written Regional Management Plan (Plan)
which addresses forest management is prepared by Grantee and reviewed by
MDEP. The Plan shall be updated by the owner every fifteen (15) years, as well
as any time the Covenant Area is transferred. Each Plan update shall be
submitted to the MDEP for review and comment.

3. Grantee agrees that certain sensitive natural resource areas will be excluded from
forest management activities in the Plan. These include: a) significant vernal
pools, b) streams and wetlands and a corresponding 100 ft. buffer from the high
water edge of these features, c) rare and exemplary natural communities and a
corresponding 100 ft. buffer, d) rare, threatened, and endangered plant and
wildlife species and their habitats, and e) all other areas protected under law, rule
or regulation.

4. Reserving to the Declarant 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 in said Exhibit A, to periodically access with vehicles and
equipment the retained land of the Declarant located between said Parcel 4 and
Parcel 5 for purposes of the Declarant's business as a public utility.

5. Excepting from this Declaration a certain easement for a recreational trail granted
to Western Mountain Charitable Foundation in an easement dated September
2011 and recorded in said Registry in Book 4435 Page 100.

6. Excepting from this Declaration the rights for the use of certain lunch sites by
commercial outfitters, said sites in West Forks Plantation labeled “Northern
Outdoors Lunch Site”, “Windfall Rafting Lunch Site”, “Magic Falls Lunch Site”
and “Public Site Lunch Site”, and in Moxie Gore 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 a survey referenced in said Exhibit A
as 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, a memorandum of license of which is recorded on August 30, 2011 in said Registry in Book 4433, Page 325.

7. Excepting from this Declaration 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.

8. Reserving to the Declarant and its successors and assigns, the right and easement to cross on foot any conveyed lands in Parcel 1, Parcel 2, Parcel 3 and Parcel 6, described in said Exhibit A, located between the retained land of Declarant and the Kennebec River.

Enforcement. The MDEP and/or USACOE may enforce any of the Covenants and Restrictions set forth above. Any future alterations of the Covenant Area must receive the prior approval in writing from the MDEP and/or USACOE.

Covenant Area Transfers. The Declarant and all future owners of the Covenant Area shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Covenant Area. Failure to comply with this paragraph does not impair the validity or enforceability of these covenants and restrictions:

NOTICE: This Property is subject to Restrictive Conservation Covenants recorded at (insert book/page references, county(ies), and date of recording)

Binding Effect. The restrictions set forth herein shall be binding on any present or future owner of the Covenant Area. If the Covenant Area is at any time owned by more than one owner, each owner shall be bound by the foregoing restrictions but only to the extent that any of the Covenant Area is included within such owner's property.

Amendment. Any provision contained in this Declaration may be amended or revoked only by the recording of a written instrument or instruments specifying the amendment or the revocation signed by the owner or owners of the Covenant Area and by the MDEP (or any successor thereto).

Effective Provisions of Declaration. Each provision of this Declaration, and any agreement, promise, covenant and undertaking to comply with each provision of this Declaration, shall be deemed a covenant running with the land as a burden and upon the title to the Covenant Area.

Severability. Invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity of enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.
Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Maine.

Central Maine Power Company

Margaret Brann

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

STATE OF MAINE
Kennebec, ss.

September 1, 2011.

Personally appeared before me the above named Eric N. Stinneford, Vice President, Treasurer, Controller and Clerk of Central Maine Power Company and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Central Maine Power Company.

Margaret Brann
Notary Public/Attorney at Law

Printed Name: MARGARET R. BRANN
NOTARY PUBLIC
STATE OF MAINE
MY COMM. EXP. JANUARY 10, 2018

SEAL
STATE OF MAINE
Kennebec, ss.

September 1, 2011.

Personally appeared before me the above named Sara J. Burns, President and Chief Operating Officer and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Central Maine Power Company.

Margaret Brann
Notary Public/Attorney at Law

Printed Name: MARGARET R. BRANN
            NOTARY PUBLIC
            STATE OF MAINE
            MY COMM. EXP. JANUARY 10, 2018

SEAL
EXHIBIT A

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 PL S 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 SCRD 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 southwestery 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 PL S 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 place the above described covenants on all land westerly of elevation 820 feet and southerly of land of FPL Energy Maine Hydro LLC 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 place the above described covenants on 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 place the above described covenants on 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 CMP, said point being North 52°16'13" West by and along said retained land of CMP 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°16'13" West by and along said retained land of CMP 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°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°56'30" East a distance of 633.93 feet to a 5/8 inch iron rebar set as described;

Thence North 45°49'17" East a distance of 600.44 feet to a 5/8 inch iron rebar set as described;

Thence North 36°23'26" East a distance of 454.99 feet to a 5/8 inch iron rebar set as described;

Thence North 27°09'02" East a distance of 478.76 feet to a 5/8 inch iron rebar set as described;

Thence North 17°56'35" East a distance of 498.82 feet to a 5/8 inch iron rebar set as described;

Thence North 24°02'53" East a distance of 503.31 feet to a 5/8 inch iron rebar set as described;

Thence North 25°55'48" East a distance of 515.34 feet to a 5/8 inch iron rebar set as described;

Thence North 08°13'00" East a distance of 479.50 feet to a 5/8 inch iron rebar set as described;

Thence North 11°06'06" West a distance of 544.82 feet to a 5/8 inch iron rebar set as described;

Thence North 10°08'03" West a distance of 564.09 feet to a 5/8 inch iron rebar set as described;

Thence North 37°39'54" West a distance of 505.25 feet to a 5/8 inch iron rebar set as described;

Thence North 64°23'07" West a distance of 528.73 feet to a 5/8 inch iron rebar set as described;
Thence North 18°16'32" West a distance of 578.97 feet to a 5/8 inch iron rebar set as described;
Thence North 07°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 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°50'39" East a distance of 607.80 feet to a 5/8 inch iron rebar set as described;
Thence North 59°08'56" East a distance of 408.41 feet to a 5/8 inch iron rebar set as described;
Thence South 77°07'51" East a distance of 627.10 feet to a 5/8 inch iron rebar set as described;
Thence North 29°16'59" East a distance of 431.65 feet to a 5/8 inch iron rebar set as described;
Thence South 81°09'29" East a distance of 467.39 feet to a 5/8 inch iron rebar set as described;
Thence North 39°12'48" East a distance of 469.27 feet to a 5/8 inch iron rebar set as described;
Thence North 40°43'52" East a distance of 459.48 feet to a 5/8 inch iron rebar set as described;
Thence North 58°07'23" East a distance of 494.72 feet to a 5/8 inch iron rebar set as described;
Thence North 53°09'24" East a distance of 444.39 feet to a 5/8 inch iron rebar set as described;
Thence North 53°43'59" East a distance of 421.63 feet to a 5/8 inch iron rebar set as described;
Thence North 71°24'32" East a distance of 207.43 feet to a 5/8 inch iron rebar set as described;
Thence North 30°52'36" East a distance of 501.63 feet to a 5/8 inch iron rebar set as described;
Thence North 56°40'29" East a distance of 486.59 feet to a 5/8 inch iron rebar set as described;
Thence North 82°58'54" East a distance of 556.26 feet to a 5/8 inch iron rebar set as described;
Thence North 56°13'03" East a distance of 586.92 feet to a 5/8 inch iron rebar set as described;
Thence South 84°01'49" East a distance of 399.80 feet to a 5/8 inch iron rebar set as described;
Thence North 31°26'49" East a distance of 533.83 feet to a 5/8 inch iron rebar set as described;
Thence North 11°26'13" East a distance of 499.14 feet to a 5/8 inch iron rebar set as described;
Thence North 01°04'04" East a distance of 563.90 feet to a 5/8 inch iron rebar set as described;
Thence North 18°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°39'1" 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 place the above described covenants on all land southeasterly of elevation 820 feet and northerly of the retained lands of CMP 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 CMP, 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 CMP 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 CMP 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 CMP 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 CMP 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 CMP 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°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°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°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 found leaning;
Thence North 64°19'05" East by and along said lands of Plum Creek and generally following 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°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°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°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°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°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°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°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 and not subject to this Declaration of Covenants and Restrictions (the
“WMCF Lot”), said point also being South 72°49'01" West a distance of 876.62 feet of the point of beginning of this Parcel 5;

Thence South 17°10'59" East by and along said retained land of Central Maine Power Company a distance of 220.0 feet to the southwest corner of the WMCF Parcel;

Thence North 72°49'01" East by and along said retained land of Central Maine Power Company a distance of 600.0 feet to the southeast corner of the WMCF Parcel;

Thence North 17°10'59" West by and along said retained land of Central Maine Power Company 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°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°31'58" East a distance of 351.87 feet from the southerly corner of Parcel Two, described above;

Thence South 46°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°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°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°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°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°17'19" West by and along Lot 8 and said land of Draper a distance of 467.98 feet to an iron rebar found with cap “RLS 1310”;
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 SCRD 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 CMP 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 CMP 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 CMP 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 CMP;

Thence South 69°22'53" West by and along said land being retained by CMP 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 CMP 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 CMP 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 CMP 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 firm and plumb 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 57°69'55" 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°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°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°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°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°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°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°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°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°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°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°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°19'29" West by and along Lot and said land of Draper a distance of 478.09 feet to a 5/8 inch iron rebar found firm and plumb 3 inches above grade; 

Thence South 54°09'20" West by and along Lot 16 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 44°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 44°19'29" West by and along Lot and said land of Draper a distance of 478.09 feet to an iron rebar found firm and plumb 2 inches above grade in a ring of stones;

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 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 XI 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 CMP 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 CMP 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 CMP 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 place the above described covenants on all land westerly of the TM-Corporation Subdivision, northerly of a 336.6 foot wide corridor being retained by
CMP 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 PL#2147” at the most easterly corner of land being retained by CMP containing 4.5 acres and on the southwesterly bound of other land being retained by CMP 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 11, LLC to Plum Creek Maine Timberlands, LLC;

Thence South 52°16′13″ East passing through land of CMP along said other land being retained by CMP 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°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°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°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°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 CMP, 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°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°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°27’57” West along a 100 foot wide strip being retained by CMP 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°59’02” West along said 100 foot wide strip a distance of 373.20 feet to an angle point;

Thence North 04°22’56” West along said 100 foot wide strip a distance of 234.51 feet to an angle point;

Thence North 39°53’05” East along said 100 foot wide strip a distance of 549.20 feet to an angle point;

Thence North 30°46’00” East along said 100 foot wide strip a distance of 459.39 feet to an angle point;

Thence North 18°34’47” West along said 100 foot wide strip a distance of 498.94 feet to an angle point;

Thence North 59°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 place the above described covenants on 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 CMP, 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 CMP 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 CMP 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 place the above described covenants on 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 CMP, and to the thread of the Kennebec River, containing 127.9 acres, more or less.

Together with any right, title and interest CMP 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

Declarant 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. The Covenant Area contains a total of 1482.8 acres, more or less.

Subject to the exceptions and reservations described in the body of the Declaration of Covenants, above.